

K#30184

AGREEMENT BETWEEN THE STATE EMPLOYMENT
RELATIONS BOARD

BOARD OF EDUCATION OF THE 2013 NOV 27 P 2:43

SCHOOL DISTRICT OF THE 12-MED-09-0989
1690-13

CITY OF DAYTON, OHIO

AND

THE OHIO ASSOCIATION

OF

PUBLIC SCHOOL EMPLOYEES

TRANSPORTATION LOCAL #627

- BUS DRIVERS -

EFFECTIVE

MAY 1, 2013

THROUGH

APRIL 30, 2014

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AGREEMENT

This AGREEMENT, made and entered into this 1st day of January, 2003, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DAYTON OHIO (hereinafter referred to as "EMPLOYER," and THE OHIO UNION OF PUBLIC SCHOOL EMPLOYEES/AFSCME, (OAPSE) TRANSPORTATION DRIVERS LOCAL 627 "UNION."

ARTICLE ONE - PURPOSE AND PREAMBLE

- 1.01 The purpose of this AGREEMENT is to set forth certain policies of the EMPLOYER as such policies may affect or may be applicable to the employees of the EMPLOYER in the employee unit described in Article Two Section 01.
- 1.02 The UNION recognizes the EMPLOYER as the elected representatives of the citizens of the School District of the City of Dayton, Ohio. Nothing in this AGREEMENT shall be interpreted as a delegation by the EMPLOYER of its statutory authority, or shall be interpreted as a limitation of the statutory authority of the EMPLOYER.
- 1.03 The UNION recognizes the Superintendent of Schools of the School District of the City of Dayton, Ohio (SUPERINTENDENT), as the individual with the responsibility under the statues of the State of Ohio for the administration of policy as adopted by the EMPLOYER and for the administration of the affairs of the School District of the City of Dayton, Ohio. Nothing in this AGREEMENT shall be interpreted as a delegation by either the EMPLOYER or the SUPERINTENDENT of the authority of the SUPERINTENDENT or be interpreted as a limitation of the authority of the SUPERINTENDENT.
- 1.04 This AGREEMENT supersedes any and all previous agreements between the parties hereto and is a final and complete agreement of all negotiated items that are in effect throughout the term of this AGREEMENT.

ARTICLE TWO - RECOGNITION

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

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

EXCLUDED: Head Group Leader, Group Leader, Routing Assistant, Dispatcher and Inventory Control.

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

2.03 **UNION Dues Check-Off**

The EMPLOYER agrees to honor any check-off authorizations executed by an employee in favor of the UNION in accordance with the provisions of Chapter 4117 of the Revised Code of Ohio. Dues deductions in accordance with check-off authorizations will be remitted by the EMPLOYER monthly to the UNION'S Columbus, Ohio office. Dues deductions shall begin with the second pay date in September and will continue for twenty (20) consecutive pay periods during each school year.

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

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

2.05 All employees who, sixty (60) days from the date of hire are not members in good standing of the UNION, are required to pay the UNION a fair share fee as 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 UNION. Nothing herein shall be construed as requiring any employee to become a member of the UNION as a condition for serving or retaining employment or any benefits under this AGREEMENT. The UNION agrees to hold the BOARD harmless from any liability that may be incurred to any person or persons due to the BOARD'S good faith enforcement of this provision.

When an employee is hired, and annually thereafter, the UNION 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 UNION 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 UNION 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 UNION during its most recently completed fiscal year for non-chargeable expenses. Further notification that upon receipt of a timely objection, the UNION 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 UNION to have an employee's objection submitted to an impartial decision-maker for final and binding decision with respect to the amount of UNION 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 UNION agrees to annually provide the BOARD with the financial information referred to in Section 2.05 A above, and to immediately notify the BOARD if an employee files an objection as set forth in Section 2.05 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 UNION's financial information.

The UNION will provide the BOARD with a copy of all decisions issued by impartial decision-makers with respect to objections made by non-members.

- 2.06 A deduction for the Public Employees Organized to Promote Legislative Quality (PEOPLE) legislative program shall be established for OAPSE Local 627. Participation in the deduction shall be strictly voluntary.

ARTICLE THREE - MANAGEMENT RIGHTS

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

UNION to discuss matters of concern to either party during the term of this AGREEMENT.

ARTICLE FOUR - EVALUATIONS

- 4.01 The Employee will have a right to submit a written rebuttal within 30 days of the evaluation date, also the employee will receive a copy of his/her evaluation.
- 4.02 All job performance evaluations shall be conducted on an annual basis, evaluating the job performance of the employee. Said evaluation shall be conducted by the supervisor in the respective division having the most immediate and direct contact with the employee involved. Such evaluations shall be done in accordance with established procedures, with the employee involved having the right to discuss the evaluation with the evaluating supervisor and make comments regarding same before it is further disseminated.

ARTICLE FIVE - SENIORITY

- 5.01 "System Seniority" shall be defined as the length of employment by an employee with the EMPLOYER as computed from the employee's most recent date of hire with the EMPLOYER in any job classification.
- 5.02 "Job classification seniority" shall be defined as the length of employment by an employee with the EMPLOYER as computed from the employee's most recent date of hire in the particular job classification in which the employee is employed by the EMPLOYER. Employees shall be deemed to hold seniority only in the job classification of certified driver or non-certified (provisional) driver in the event of any layoff or other reduction in the work force, or in the event of recall from layoff.

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

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

- 5.03 In the instance of the same seniority date, employees will be placed on the seniority list in the order in which they were interviewed and recommended for acceptance to the EMPLOYER. If a provisional employee passes the Civil Service test, after taking and passing the test when it is first offered to the provisional employee, he/she will be slotted into the seniority list as of his/her initial date of latest employment with the EMPLOYER. If a provisional employee passes a subsequent Civil Service test, he/she will be slotted into the seniority list as of the date he/she receives his/her Civil Service certification. At the beginning of each school year, the UNION will be furnished with an up-to-date seniority list stating the name, effective hiring date, seniority ranking, and

job classification of each employee. Ties in seniority shall be broken by the relative ranking of Civil Service test scores.

If a provisional employee fails the first test and passes a subsequent civil service test, he/she will be slotted into the seniority list as of the date he/she receives his/her civil service certification.

- 5.04 Employee shall be considered probationary employees during the first sixty (60) days worked. Such probationary period shall constitute a trial period, during which the EMPLOYER is to judge the ability, competency, fitness, and other qualifications of new employees to do the work for which they were employed. The probationary period may be extended by an additional thirty (30) working days if the EMPLOYER determines additional training is needed, after written notification has been given to the employee and the UNION at any time prior to the expiration of the first sixty (60) days worked. During such probationary period, the EMPLOYER may discharge or lay off the employee, and the employee shall have no recourse to the grievance procedure based on such discharge or layoff. Only certified employees may bid for openings but such bidding is not available to an employee until successful completion of the probationary period. Employees retained beyond the probationary period will be placed on the seniority list as set forth in 5.02 above.
- 5.05 An employee shall lose all of his/her seniority rights for any of the following reasons:
- A. If he/she is terminated.
 - B. If he/she is laid off for a period of more than two (2) years, or his/her length of service, whichever is the lesser period of time.
 - C. If he/she is absent for three (3) working days without notifying the EMPLOYER, except in those cases where the employee is unable to notify the EMPLOYER. At the option of the EMPLOYER, such absence results in automatic discharge, and the EMPLOYER shall send written notification to the employee at his/her last known address that his/her employment has been terminated and that he/she has lost seniority.
 - D. If he/she fails to report for work on schedule following a leave of absence or any extension thereof mutually agreed to, subject to C. above.
 - E. In the event of recall, if he/she fails to return from layoff on the date scheduled, after notification in accordance with the provisions of ARTICLE EIGHT, Section 03 of this AGREEMENT.
 - F. In the event a driver is reinstated as defined by civil service rules and regulations seniority will be reinstated. Sick leave balance available at time of resignation will be reinstated.
- 5.06 Appointments in all classifications in the Transportation Section shall be made wherever practical by competitive examination, in accordance with the Rules of the Dayton Civil Service Commission expressly applicable to employees of the EMPLOYER. Employees will be notified prior to the date of any promotional examination for any classification covered by such Rules, so that they might afford themselves the opportunity of taking such examination. Qualified employees who sign

for a Civil Service examination will be paid for regular time lost to take the examination provided it is given only during their regular working hours. Payment is subject to verification.

5.07 Bargaining Unit Reversion Right

An employee who accepts a position within the Dayton Public School District, not covered by the Bargaining Unit, shall for a period of two (2) year, have the right to revert back to the Bargaining Unit without loss of bargaining unit under current civil service rules and regulations, defined within the Agreement, at the time the employee left the bargaining unit, provided it does not result in the displacement or layoff of any bargaining unit employee.

ARTICLE SIX - TEMPORARY ASSIGNMENTS

6.01 Nothing in this AGREEMENT shall prohibit or restrict the EMPLOYER from making temporary assignments in accordance with the Rules and Regulations of the Dayton Civil Service Commission specifically applicable to the EMPLOYER, provided that, in accordance with Dayton Civil Service Rules, when the EMPLOYER knows at the start of a vacancy that it will exceed thirty (30) or more work days, the EMPLOYER will post the vacancy for bidding as a hold down.

ARTICLE SEVEN - LAYOFF AND RECALL

7.01 In the case of job abolishments and/or layoff of employees in the job classifications covered by this AGREEMENT, the UNION will be notified in writing of the names of all employees affected. Such job abolishment, layoff, reduction in force and reinstatement shall be made in accordance with the Rules and Regulations of the Civil Service Board, Dayton, Ohio, for the Dayton City Public School District.

7.02 Reduction, suspension, removal, transfer and demotion shall be made in accordance with the Rules and Regulations of the Civil Service Board, Dayton, Ohio, for the Dayton City Public School District.

7.03 In the event of recall, the EMPLOYER will attempt to contact employees eligible for recall by phone at the last available number as shown on the personnel records of the EMPLOYER. If the employee cannot be reached, the EMPLOYER will send a certified letter to the employee at his/her last available address as shown on the personnel records of the EMPLOYER. This letter shall be sent at least 14 days prior to the date of recall. If the employee does not accept the recall within seven days after the letter is sent, the employee forfeits recall rights.

7.04 Recall shall be on the basis of seniority in accordance with ORC sections 124.321 except that recall rights shall continue for two years from the date of layoff.

7.05 Any laid off employee, upon recall to service, shall be recalled with accumulated seniority and accrued and unused sick leave as of the time of layoff.

ARTICLE EIGHT - DISCIPLINE

8.01 All discipline actions and procedures will be for just cause and will be performed in accordance with the procedures established by the employer. The employer will furnish to the Union a copy of the current Civil Service Board Rules and the Manual for the Discipline of Classified Employees. The discipline procedure shall be as follows for all bargaining unit members:

- 1st Step – Oral Reprimand
- 2nd Step – Written Reprimand
- 3rd Step – 1 Day Suspension
- 4th Step – 3 Day Suspension
- 5th Step – 5 Day Suspension

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

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

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

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

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

An employee may appeal a suspension of ten (10) work days or less through the grievance procedure to arbitration. A suspension of more than ten (10) workdays or a termination of employment may be appealed to the Dayton Civil Service Board.

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

- 8.03 The parties recognize that no employee can be permitted to operate a school bus while under the influence of drugs or alcohol. In the event any representative of the EMPLOYER believes an employee is under the influence of drugs or alcohol, such employee may immediately be removed from service (conditional suspension) and required to submit to a sobriety or drug test or resign. Failure to pass a sobriety or drug test subjects an employee to discharge. Any employee who passes the sobriety or drug test shall be reinstated without loss of pay. Any actions taken by the EMPLOYER under this section shall not be subject to the Grievance/Arbitration Procedure.
- 8.04 When an employee demonstrates a pattern of excessive absenteeism or tardiness, such as more than three (3) separate instances within the school year the EMPLOYER shall have the right to require any employee off work due to sickness, illness or accident to be examined by a physician designated by the EMPLOYER, at the EMPLOYER'S expense, while absent from work or prior to being permitted to return to work.

ARTICLE NINE - GRIEVANCE PROCEDURE

- 9.01 A "grievance" is defined as any question or controversy between any employee or the UNION with the EMPLOYER involving the interpretation, application or compliance with or noncompliance with the provisions of this AGREEMENT; provided, however:
- A. If specific administrative agency relief of a quasi-judicial nature is provided for by the statutes of the state of Ohio and/or the United States for review or redress of a specific matter (such as Workers' Compensation, Unemployment Compensation, EEOC, Civil Rights Commission), such matter may not be made the subject of a grievance and may not be processed as such.
 - B. Any action by the EMPLOYER or any recommendation of the SUPERINTENDENT to terminate the employment of any employee with the EMPLOYER may be made the subject of a grievance and may be processed as such except for drug and alcohol terminations.
 - C. Any matter specifically excluded from the processing of a grievance pursuant to specific provisions of this AGREEMENT may not be made the subject of a grievance and may not be processed as such.
- 9.02 All employees must make every effort to settle differences or disputes without filing a grievance. In the event that an agreement cannot be reached, the following steps must be taken with respect to any grievance:

Step 1

The aggrieved employee shall present his/her grievance in writing by fully completing the Step 1 Grievance Form to the employee's immediate supervisor, who will answer the grievance within ten (10) work days after receipt. This written presentation of the grievance to the immediate supervisor must take place within ten (10) work days after the employee has knowledge of the facts which gave rise to the grievance or with reasonable diligence should have knowledge of such facts. If the employee does not refer his/her grievance to the second step of the procedure within five (5) work days

after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

Step 2

The grievance shall be referred in writing by fully completing the Step 2 Grievance Form to the Division Head who will investigate the grievance with the head of the Department. The Division Head will reply within ten (10) workdays. If the employee is not satisfied with the written answer of the Division Head, 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) workdays of receipt of reply from the Division Head, it shall be considered to be satisfactorily resolved.

Step 3

The grievance shall be submitted in writing by fully completing the Step 3 Grievance Form to the SUPERINTENDENT, or his/her designee, who shall investigate the grievance within thirty (30) days. As part of such investigation, the SUPERINTENDENT or his/her representative(s) shall meet with the aggrieved employee and his/her representative and others having knowledge of the matter.

Within fifteen (15) workdays after this investigation meeting is held, the SUPERINTENDENT'S answer to the grievance will be issued to the aggrieved employee, the UNION and all other affected individuals. If the EMPLOYER fails to timely answer at Step 3 and the UNION has served notice at the Step 3 hearing that it demands a timely answer, the grievance shall be deemed settled in favor of the grievant without establishing a precedent.

9.03 Arbitration

- A. Notification of the intent of the UNION to appeal a grievance to arbitration must be submitted in writing to the SUPERINTENDENT, or his/her designee, within thirty (30) work days after the written answer was given by the SUPERINTENDENT, or his/her designee, under Step 3 of the Grievance Procedure, otherwise the matter shall not be subject to arbitration. Upon receipt of such notification, the SUPERINTENDENT or his/her designee will request the American Arbitration UNION to provide the parties with a panel of arbitrators from which the parties can select an arbitrator in accordance with the rules of the American Arbitration UNION.
- B. The EMPLOYER and the UNION shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitration proceeding. Each, however, shall be responsible for the fees and expenses of its representative(s).
- C. The decision of the arbitrator shall be final and binding upon the EMPLOYER, the UNION, and any employee involved in the matter, provided it is in accordance with law.
- D. The arbitrator shall not have the power to add to, subtract from, or modify the terms of this AGREEMENT and shall only have the authority to interpret the provisions of this AGREEMENT as the same relate to the specific grievance appealed to arbitration. No arbitrator may issue an award which is contrary to the

EMPLOYER'S power to adopt budgets, establish funds or allocate resources to funds pursuant to Chapter 5705 of the Ohio Revised Code.

- 9.04 The aggrieved employee shall have the right to be represented by the grievance chair or the OAPSE Field Representative, upon request, at any step of the forgoing grievance procedure. Unless approved by management, investigation of grievances and participation in grievance procedures shall not occur during working time, and shall not interfere with the operation of school busses or with other employees in performing their work.
- 9.05 The steps or time limits set forth in this article may be waived or extended upon the mutual written agreement of the parties.
- 9.06 **No Strike-No Lockout**
- A. It is agreed that during the life of this AGREEMENT there shall be no lockout on the part of the EMPLOYER nor any strike, stoppage, slowdown or other interruption of work for any cause whatsoever by the employees or the UNION.
 - B. The UNION agrees that it will not encourage, sanction or approve any strike, stoppage, slowdown, or other interruption of work during the life of this AGREEMENT. On the contrary, the UNION will actively discourage and publicly denounce any strike, stoppage, slowdown, or other interruption of work in violation of this AGREEMENT.
 - C. In the event the employees of the EMPLOYER in any employee unit represented by any labor organization, professional UNION, or by the UNION engage in any picketing, strike, work stoppage, or other interruption of work, it is expressly understood that the employees in the employee unit covered by this AGREEMENT shall continue to work during any such activity as a condition of continued employment, without exception, upon request of the EMPLOYER.
 - D. Any strike, stoppage, slowdown, refusal to work in violation of C. above or other interruption of work during the life of this AGREEMENT shall constitute cause for discharge or other disciplinary measures of the employee or employees who participate therein or are responsible therefore.
- 9.07 Grievance and disciplinary hearings shall be scheduled during non-driving hours. They shall only be scheduled after working hours by mutual agreement.

ARTICLE TEN - LEAVES WITH PAY

10.01 Sick Leave

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

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

- 10.03 Any employee who has transferred from the service of any public agency in the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave in accordance with applicable law.
- 10.04 Absence from work on non-work days shall not be considered sick leave and shall have no effect on the employee's sick leave credit.
- 10.05 A bus driver eligible for sick leave may be granted sick leave in one-half (1/2) day increments per route assignments (morning assignment or afternoon assignment) when absent from work and entitled to such sick leave in accordance with Section 3319.141 of the Ohio Revised Code. Examples include personal illness or incapacity; illness of a member of the employee's immediate family; i.e., parent, brother, sister, husband, wife, or children or enforced quarantine of the employee.
- 10.06 The EMPLOYER shall require each employee to furnish a written, signed statement on forms provided by the EMPLOYER for use of sick leave within one (1) calendar day following the last sick day of absence. If medical attention is required, the employee's statement shall list the name of the attending physician and the date the physician was consulted. The filing of any false statement by an employee shall be considered by the EMPLOYER as grounds for disciplinary action.

The EMPLOYER shall have the right to request a doctors' statement for absences in excess of three (3) consecutive business days.

- 10.07 Each newly hired employee and each employee having exhausted all available sick leave, may be given an advance of sick leave, as prescribed and as limited by the Ohio Revised Code, Section 3319.141.
- 10.08 For purposes of determining the amount of sick leave time an employee is to be paid when sick leave is utilized, the following shall be applicable:
- A. If the employee is assigned to a run or regular assignment at the time the sick leave is taken, the employee will receive the number of hours he/she is regularly scheduled to work on said run or assignment.
 - B. If the employee is not assigned to a run or regular assignment at the time the sick leave is taken (an extra board driver), the employee will receive the average daily number of hours worked by the employee in the pay period prior to the pay period in which the sick leave is taken.
 - C. The number of hours of sick leave paid to an employee at the time sick leave is utilized will be deducted from the employee's accumulated sick leave hours.
- 10.09 **Personal Leave/Emergency Leave**
- A. Subject to the conditions set forth herein, employees shall be eligible to receive up to three (3) days of Personal/Emergency leave from July 1st to June 30th of each year, to be compensated at the employee's regular hourly rate of base compensation for each regular work hour off work on approved leave.

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

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

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

B. *Personal leave may not be taken:*

- (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) 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 without approval of the EMPLOYER.
- (4) Personal Leave may not be taken for Union Convention/Workshops

C. In the event two (2) or more employees in any unit, school, or department request personal leave on the same day and, in the judgment of the immediate supervisor,

not all can be accommodated, the employee(s) with the greatest length of service with the EMPLOYER shall be given preference.

- D. The taking of Personal/Emergency leave days shall not be a charge against accrued sick leave credits.
- E. Any unused personal leave shall not be carried as an accumulation beyond the year in which it is earned.
- F. Employees serving their probationary period under this Agreement, newly hired employees are not eligible for personal/emergency leave.
- G. Employees will be paid for up to three (3) unused personal days on the employee's last check for the school year.

10.10 **Funeral Leave**

- A. **Immediate Family:** Up to three (3) days' absence without loss of pay to attend the funeral will be allowed when a death occurs in the immediate family; i.e., current spouse, father, mother, sister, brother, child, parent of current spouse, grandparent, grandchild or blood relative living in the same household.
- B. **Remote Relative:** One (1) day's absence without loss of pay to attend the funeral will be allowed when the death is that of a more remote relative; i.e., half-brother, half-sister, stepbrother, stepsister, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or first cousin.
- C. **Travel:** If the death of a member of the immediate family or other relative occurs at a distance greater than 300 A.A.A. miles one way from Dayton, the employee will be allowed an additional absence from duty to attend the funeral of up to two (2) work days without loss of pay, by the SUPERINTENDENT, for travel time.
- D. **Proof:** Proof of death, attendance at the funeral or travel distance may be required by the EMPLOYER.

10.11 **Legal Process Absence**

- A. Absences in response to Subpoena: Employee not a party to court case or administrative hearing.
 - 1. Statement must be signed by the employee and filed with the Treasurer stating either:
 - (a) No compensation was received as a result of the court appearance, or
 - (b) Compensation was received in the amount shown.
 - 2. The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena, shall be remitted to the office of the Treasurer before the end of the current pay period. Adherence to this regulation will result in no loss of salary.
- B. **Absence in Response to Jury Summons:** There shall be no loss of salary if:
 - 1. The employee signs a statement and files same with Treasurer immediately upon return from jury duty stating that compensation was received in the amount shown, and

2. The employee remits the compensation received to the office of the Treasurer within five (5) days after the employee receives compensation from the court.
- C. **Absence When Party to Court Action:** In the event of absence from duty for any court hearing or administrative hearing in which the employee is a party, the employee may apply for approval of Emergency Absence as outlined.

10.12 **Assault Leave**

- A. Any employee absent from regular duties because of a physical disability resulting from an assault on the employee by a non-employee, which occurs in the course of BOARD employment, shall be entitled to a leave of absence under the following conditions:
- B. The maximum number of days for which assault leave shall be payable to any employee shall be forty-five (45) days. The employee must furnish the SUPERINTENDENT with a signed statement describing in detail all of the facts and circumstances surrounding the assault, including, but not limited to, the location and time of the assault, the identity of the assailant(s), if known, and the identity of all witnesses to the assault, if known.
- C. The employee must submit to the SUPERINTENDENT verification from an attending physician that the employee is disabled from performing normal duties, indicating the nature of the disability and its probable duration.
- D. The employee must cooperate fully with the SUPERINTENDENT and other public authority/authorities in the prosecution of the assailant(s). In the event the employee requires representation by an attorney in the criminal prosecution of the assailant(s), the BOARD will provide the employee with an attorney selected by and paid by the BOARD to represent such employee in such matter. If other legal representation is required by the employee, such may be provided by the BOARD as approved in advance by the SUPERINTENDENT of Schools.
- E. The employee shall be required to file for Workers' Compensation.
- F. It is the intent of this Article to provide for assault leave for employees who do not physically initiate the assault on their person. In case of a dispute as to whether or not an employee has physically initiated an assault, and it is determined, either through administrative hearing or court action, that the employee did initiate the assault, the employee shall be required to either: (a) refund the compensation received as assault leave; or (b) charge the assault leave taken against the sick leave earned by the employee.
- G. Assault leave shall not be chargeable against sick leave.
- H. In the event the employee is eligible to and receives Workers' Compensation for all or part of the period of disability due to an assault, the amount payable by the BOARD as assault leave shall be the difference between the Workers' Compensation benefits paid and the employee's regular compensation. This shall be accomplished either by the employee receiving his/her regular compensation from the BOARD and executing the necessary form so that such Workers' Compensation is paid directly to the BOARD, or by the employee following the procedure set forth in Section 11.12 B.

- I. Falsification of any statement by an employee to secure paid leave under this Article shall constitute cause for termination of the employee pursuant to Article Nine of this Agreement.

10.13 **Injury Leave**

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

10.14 **Convention/Workshop Leave**

The EMPLOYER agrees to grant, upon the request of the UNION, a paid convention leave of absence to the Union President and two (2) delegates to attend the State/District

officers, not to exceed two for the purpose of attending UNION conventions and/or workshops, provided, however:

- A. that the total time off does not exceed three (3) days during any one year of this CONTRACT, and
- B. that a written notice specifying the names of the employees attending the convention or conference is furnished by the UNION two (2) weeks in advance of the period desired.
- C. two (2) additional days for two (2) delegates to attend the AFL-CIO conference.

ARTICLE ELEVEN - CALAMITY DAYS

11.01 In accordance with the provisions of Section 3319.081(G) of the Ohio Revised code, employees shall be paid for all regular hours of work lost when the building in which they are employed is closed by the order of the SUPERINTENDENT due to an epidemic or other public calamity. Days not worked but for which pay is granted shall be limited to five (5) days in any school year unless the State Legislature otherwise passes laws sufficient to reduce the number of required school days in the school calendar. Examples of the public calamity include (a) tornado, (b) flood, (c) ice storm (d) snowstorm, (e) other emergency situations as determined by the SUPERINTENDENT.

A public calamity does not include any school or building closing necessitated by (a) fire, (b) power supply interruption or reduction, (c) lack of fuel or reduction of fuel. Except for the days in excess of the five (5) paid calamity days cited above, any employee required by the EMPLOYER to work and working during the time that school or building in which they are employed is closed by order of the SUPERINTENDENT due to an epidemic or other public calamity as described above, shall be compensated at the rate of double time for all hours worked during such emergency in such building.

Those employees required to work and working on days in excess of the five (5) days cited herein, shall be paid at their normal hourly rate of pay for such hours worked. It is understood that the EMPLOYER shall have the right to determine whether or not an employee shall be required to work during such emergency in such building. In the event the employee is transferred to a different building during the period of time the building to which he/she is regularly assigned is closed to the students, this double time provision shall not be applicable.

Employees may use available personal leave days for calamity days in excess of the five (5) days cited herein.

ARTICLE TWELVE - LEAVE WITHOUT PAY

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

ARTICLE THIRTEEN - HOLIDAYS

- 13.01 *The following days shall be considered holidays:*

New Year's Day	Thanksgiving Day	New Year's Eve
Martin Luther King Day	Friday after Thanksgiving Day	

Good Friday Christmas Eve
Memorial Day Christmas Day

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

Independence Day Labor Day

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

- 13.02 For purposes of this Article, a day of holiday pay shall be calculated as follows:
- A. If the employee is assigned to a run or regular assignment at the time the holiday is taken, the employee will receive the number of hours he/she is regularly scheduled to work on said run or assignment for each day of holiday taken.
 - B. If the employee is not assigned to a run or regular assignment at the time the holiday is taken, the employee will receive the average daily number of hours worked by the employee in the pay period prior to the pay period in which the holiday leave is taken for each day of holiday taken.
- 13.03 An employee shall be eligible for holiday pay provided: (a) such employee performs work for the EMPLOYER in the week in which the holiday occurs, except with respect to Christmas and New Year's Eve this requirement shall be satisfied if the employee works on the last school day before or on the first school day after the scheduled Christmas-New Year school break; and (b) such employee works his/her last full scheduled work day prior to or his/her full scheduled work day after such holiday.
- 13.04 An employee who is otherwise eligible for holiday pay but fails to work the scheduled work day immediately preceding or immediately following the holiday shall receive holiday pay if the reason for failure to work is due to any of the following:
- A. Personal illness, provided that the EMPLOYER may request a doctor's statement and withhold payment until it receives the statement;
 - B. Work-related injury;
 - C. Death in the family, which would entitle the employee to benefits set forth in Article Eleven, Section 10;
 - D. Legal process absence, as set forth in Article Eleven, Section 11; or
 - E. Personal/Emergency leave as set forth in Article Ten, Section 09.
- 13.05 Employees who are scheduled to work and actually do perform regular service on holidays shall receive compensation at the rate of two times their applicable rate of pay. The overtime pay provisions in this AGREEMENT shall not apply to any holiday pay.
- 13.06 If any of the above named holidays occur during a period of layoff, leave of absence or other period when the employee is off the active payroll of the EMPLOYER, the employee shall not have the right to holiday compensation.

ARTICLE FOURTEEN - VACATIONS

14.01 Vacation pay shall be computed on the basis of the employee's workday as defined in Article Twenty-six of this AGREEMENT.

Vacation for employees working less than twelve (12) calendar months will be during the scheduled periods for Winter and Spring Breaks set forth in the adopted school calendar for the year. Employees will be eligible for vacation after completing one year of employment. The maximum number of paid vacation days for an employee will be twelve and one-half (12.5) or the total number of days for Winter and Spring Break, whichever is less. Employees required to work during the vacation period shall receive their vacation pay, plus pay for time worked at their regular hourly rate.

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

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

	<u>Calendar Years of Continuous Service</u>	<u>Number of Days Allowed for Vacation Annually</u>
1.	Over nine months but less than one year	1 day per month of employment
2.	One year	12 days (less any vacation days taken under 1 above)
3.	Two years	13 days
4.	Three years	14 days
5.	Four years	15 days
6.	Twelve years or more	5 extra days of vacation annually

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

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

14.04 An employee who has worked for the EMPLOYER for at least ten (10) months and who severs employment with the EMPLOYER shall be paid for the number of earned vacation days.

14.06 For purposes of this Article, a day of vacation shall be calculated as follows:

- A. If the employee is assigned to a run or regular assignment at the time the vacation is taken, the employee will receive the number of hours he/she is regularly scheduled to work on such run or assignment for each day of vacation taken.
- B. If the employee is not assigned to a run or regular assignment at the time the vacation is taken, the employee will receive the average daily number of hours

worked by the employee in the pay period prior to the pay period in which the vacation leave is taken for each day of vacation taken.

- 14.07 Employees shall be permitted to take vacation throughout the calendar year based on production requirements. During the period when buses must be prepared for state inspection, vacation may be taken only with the approval of the EMPLOYER. The EMPLOYER reserves the right to limit the number of such employees who will be permitted to take vacation days off.

ARTICLE FIFTEEN - LONGEVITY BONUS

- 15.01 After twenty (20) years of service, an employee will receive a longevity bonus of six hundred and fifty dollars (\$650.00) per year, payable in one lump sum by the second pay period following the employee's anniversary date.

ARTICLE SIXTEEN - DIRECT DEPOSIT

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

Direct deposit will be required for all new hires hired after July 1, 2003.

ARTICLE SEVENTEEN - SEVERANCE ALLOWANCE

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

17.02 **Employees Eligible for Conversion**

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

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

17.03 Conversion Factor

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

<u>Maximum Severance</u> <u>Length of Service</u>	<u>Pay Days</u>
Less than 5 years	0 days
5 years to 15 years	35 days
15 years to 25 years	40 days
Over 25 years	45 days

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

- 17.04 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once to any employee.
- 17.05 The Treasurer is directed to advise all employees who have retired after the effective date of this AGREEMENT and to establish procedures for the processing of applications.

ARTICLE EIGHTEEN - INSURANCE PROGRAMS

- 18.01 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.
- B. All medical insurance provided pursuant to this AGREEMENT shall be in accordance with the specifications contained in the United Health Care Insurance plan. Prior to implementation, any amendments to the insurance plan shall be mutually agreed to by the Union and the employer.
- 18.02 The foregoing medical insurance shall be available to all employees who make application for such insurance and who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Article, all regular full-time and regular part-time employees who work at least twenty (20) hours per week, who work at least thirty-six (36) weeks per year, and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17th) 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 (17th) will result in

coverage being delayed until the first (1st) day of the second (2nd) month after such coverage could otherwise have become effective.

18.03 Health Insurance

Each member will pay fifteen percent (15%) of the Plan I premium and the Employer will pay eighty-five percent (85%). If the premium increases more than fifteen percent (15%), the member and the Employer will equally share the cost beyond the fifteen percent (15%) equally.

A new Plan will be offered if the premium increases more than fifteen percent (15%) that will stay within the fifteen percent (15%) cap for those members who choose not to incur the additional premium cost. If Plan II Option is available, it will be available for the OAPSE Bargaining Unit.

Insurance premiums to be deducted over twenty (20) pays.

- 18.04 The foregoing medical insurance shall be continued for any employee on the basis outlined above 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, family leave or medical leave of absence of less than ninety (90) days, layoff of less than thirty (30) days, injury leave, 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 approved leave of absence or approved medical leave of absence or layoff who desire to continue medical insurance coverage past the period for which the EMPLOYER has agreed to continue coverage on the basis outlined above, may do so by paying the full premium for such insurance to the Treasurer on or before the seventeenth (17th) day of the month prior to any month such coverage desired to be continued. In the event coverage is discontinued for any period, coverage cannot be acquired through the EMPLOYER until the employee returns to active working status.

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

18.06 Dental Insurance

The following Dental Insurance Program shall be available in accordance with the provisions of this Section for all employees covered by this AGREEMENT who complete the required applications for such insurance and transmit such applications to the Treasurer of the EMPLOYER. Dental 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. In addition, any premium cost required to be paid by any employee as a condition of coverage must be timely paid by the professional

staff member in order to effect coverage. Appropriate information and application forms will be provided all employees.

A. This plan provides for dental care expenses which are not the result of occupational accident. Covered dental expenses are the reasonable and customary charges for necessary dental treatment as follows:

Type I - Preventative one hundred percent (100%) coverage (dental examination, scaling and cleaning of teeth, dental X-rays, fluoride treatments, space maintainers)

Type II - Basic eighty percent/twenty percent (80%/20%) co-insurance (basic restorative, oral surgery, anesthesia, periodontics and endodontics)

Type III - Major fifty percent/fifty percent (50%/50%) co-insurance (major restorative, gold inlay, crowns and prosthodontics)

Type IV - Orthodontia fifty percent/fifty percent (50%/50%) co-insurance

B. Type II and III benefits are subject to a \$25.00 deductible per person, per year, and a calendar year maximum of \$1,500 benefits per person. Type IV benefits are subject to a \$5,000 lifetime maximum per person.

C. All dental insurance coverage provided pursuant to this AGREEMENT shall be subject to the conditions set forth in the insurance contract issued by the carrier selected by the Board.

D. Dental insurance coverage shall be provided to all regular full-time employees working twelve (12) calendar months who make application for such insurance, who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Section and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17th) of the month prior to the month coverage is to take effect. Forms received after the seventeenth (17th) will result in coverage being delayed until the first (1st) day of the second (2nd) month after such coverage could otherwise have become effective.

E. The dental Insurance Program for regular full-time employees working twelve (12) calendar months described in Paragraph D. of this Section shall be available on a participating basis only. The premium cost for such insurance coverage shall be paid in accordance with the following:

1. The EMPLOYER shall be responsible for paying ninety percent (90%) of the premium cost for the coverage elected by regular full-time employees working twelve (12) calendar months (whether such coverage is individual or dependent coverage).

2. Each regular full-time employee working twelve (12) calendar months who applies for dental coverage shall be responsible for the payment of all premium costs in excess of the EMPLOYER's portion of the premium cost for the coverage elected by the employee.

F. Dental insurance coverage shall also be provided to all regular full-time and regular part-time employees working less than twelve (12) calendar months

covered hereunder who make application for such insurance, who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Section and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17th) of the month prior to the month coverage is to take effect. Forms received after the seventeenth (17th) will result in coverage being delayed until the first (1st) day of the second (2nd) month after such coverage could otherwise have become effective.

- G. The Dental Insurance Program for regular full-time and regular part-time employees working less than twelve (12) calendar months described in Paragraph F of this Section shall be available on a participating basis only. The premium cost for such insurance coverage shall be paid in accordance with the following:
1. The EMPLOYER shall be responsible for paying seventy-five percent (75%) of the premium cost for the coverage elected by the regular full-time or regular part-time employee working less than twelve (12) calendar months (whether such coverage is individual or dependent coverage).
 2. Each regular full-time or regular part-time employee working less than twelve (12) calendar months who applies for dental coverage shall be responsible for the payment of all premium costs in excess of the EMPLOYER's portion of the premium cost for the coverage elected by the employee.

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 period 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).

18.07 **Life Insurance**

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

- A. Life Insurance of \$50,000 for all regular full-time employees working twelve (12) calendar months.
- B. Life Insurance of \$20,000 for all regular full-time and regular part-time employees who work less than twelve (12) calendar months.
- C. Accidental Death and Dismemberment Insurance of \$20,000 for all regular full-time employees working twelve (12) calendar months.
- D. Accidental Death and Dismemberment Insurance of \$10,000 for all regular full-time and regular part-time employees working less than twelve (12) calendar months.

- 18.08 The foregoing life insurance specified in Section 19.08 shall be provided without cost 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 working twelve (12) calendar months, or regular full-time or regular part-time employees working less than twelve (12) calendar months, and for whom coverage is in effect prior to the effective date of this AGREEMENT.

- 18.09 The foregoing life insurance specified in Section 19.08 shall be provided without cost to all employees in the unit who make application for such insurance and/or such employees who are hired after the effective date of this AGREEMENT, 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 who are regular full-time employees working twelve (12) calendar months or regular full-time or regular part-time employees working less than twelve (12) calendar months, and who complete the required insurance forms and have the same filed with the office of the Treasurer prior to the seventeenth (17th) of the month coverage is to take effect. Forms received after the seventeenth (17th) will result in coverage being delayed until the first (1st) day of the second (2nd) month after such coverage could otherwise have become effective.
- 18.10 All life insurance provided pursuant to this AGREEMENT shall be in accordance with the "Specifications-Life Insurance" issued by the EMPLOYER and shall be subject to the conditions set forth in the insurance contract secured by the EMPLOYER pursuant to such specifications.
- 18.11 The foregoing life insurance shall remain in effect for any employee on the basis outlined above 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 of, medical leave of absence of less than ninety (90) days, layoffs of less than thirty (30) days, injury leave, 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 approved leave of absence or approved medical leave of absence or layoff who desire to continue life insurance coverage past the period for which the EMPLOYER has agreed to continue such coverage without cost to the employee may do so by paying the full premium for any such coverage to the Treasurer on or before the seventeenth (17th) day of the month prior to any such month coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be reacquired through the EMPLOYER until the employee returns to active working status.

- 18.12 The EMPLOYER will make arrangements to afford individual employees the option to subscribe to a qualified Health Maintenance Organization Plan or other Group Practice Plan upon written request when they become available, if such plans are approved by the EMPLOYER, in lieu of all medical insurance coverages provided in this Article, 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 EMPLOYEE and the UNION, but not more frequently than once in any twelve (12) month period.

On behalf of each employee subscribing to a Health Maintenance Organization Plan or other Group Practice Plan under the preceding paragraph, the EMPLOYER will make monthly contributions to such Plan towards the cost of such coverage; provided, however, that the EMPLOYER'S contributions shall not exceed the cost of providing benefits to the employee under this Article.

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

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

- 18.14 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 Article, subject to the limitation on EMPLOYER contributions toward the cost of such option contained in the following paragraph. Subsequent opportunity to exercise or to revoke the exercise of such option shall be provided as may be mutually agreed upon by the EMPLOYER and the UNION, but not more frequently than once in any twelve (12) month period.

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

18.15 **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.

- 18.16 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.
- 18.17 Continuation coverage elected pursuant to 19.17 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.
- 18.18 The provisions of 18.17 and 18.18 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.
- 18.19 **Favored Nations for Hospitalization Benefits**
- If any other Bargaining Unit negotiates language providing greater and/or different hospitalization benefits or rates of contributions, this Bargaining Unit will be offered the same benefits or rates.

ARTICLE NINETEEN - CODE 125 FLEXIBLE BENEFIT PLAN

- 19.01 All members of the four locals of the Ohio UNION of Public School Employees (OAPSE) who are employed by the Dayton City Schools desire the Dayton City School District Board of Education to implement an I.R.S. approved Code 125 Flexible Benefit (Cafeteria) Plan for their use on a payroll deduction basis. It is desired that this plan would include the benefits of pre-taxing employee costs for: all legally eligible insurance premiums under the provisions of Section 106 of the I.R.S. Code; unreimbursed medical expenses under the provisions of Section 105 of the I.R.S. Code; and dependent care costs (child or parent) under the provisions of Section 129 of the I.R.S. Code.
- 19.02 It is further desired that this plan be implemented and maintained at no cost to either the School Board or the employees now or in the future. The parties have been provided information by American Family Life Assurance Company of Columbus (AFLAC) that both the 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. It is requested, therefore, that the School Board contract, on behalf of

all Dayton City School employees represented by OAPSE, with AFLAC to implement a 125 Plan as described above.

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

ARTICLE TWENTY - SERS PICK-UP

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

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

ARTICLE TWENTY-ONE - SAFETY COMMITTEE

- 21.01 There shall be established a safety committee of equal number of bargaining unit employees and administrators, not to exceed four (4) per side. The union shall select the bargaining members and the management shall select the administrators. The committee will consider safety concerns of employees and the employer, make recommendations to the Superintendent or the Superintendent's designee for consideration. In addition, the committee will review OSHA and Workers' Compensation safety requirements and make recommendations for enforcement of same.

ARTICLE TWENTY-TWO - DRIVER QUALIFICATION

- 22.01 The EMPLOYER shall require any employee to submit to and pass a medical examination prior to the commencement of any school year, and at any such other times as the EMPLOYER may deem necessary.
- 22.02 The examination required by the preceding section shall be made by a licensed physician designated by the EMPLOYER. All such examinations, and the conclusions of the physician with respect thereto, must be reported on the forms required by the Ohio Department of Education, Division of Pupil Transportation. The cost of such examinations shall be borne by the EMPLOYER.
- 22.03 Should such medical examination reveal the physical or mental unfitness of the employee involved to perform his/her duties, then the employee involved shall be taken out of service. Upon request of the employee, the EMPLOYER may approve a noncompensated leave of absence for the purpose of undergoing medical treatment until such time as the examining physician shall certify to his/her physical and mental fitness to perform again the duties for which he/she was employed; provided, however, such leave of absence shall not extend for a period of more than two (2) years and the seniority of the employee involved shall be unaffected thereby. Any employee on leave of absence because of physical or mental unfitness to perform his/her duties may be required to supply the EMPLOYER with his/her physician's report covering his/her condition at least once every sixty (60) days during such leave.
- 22.04 The employees in the bargaining unit shall work at all times to the best interests of the EMPLOYER; they shall perform efficient services in their work; and handle the EMPLOYER'S vehicles carefully and with utmost regard to the safety of the passengers and the Motor Vehicle Laws of the State of Ohio; they shall operate the EMPLOYER's

vehicles at all times in full compliance with the Ohio Pupil Transportation, Operation and Safety Rules and Regulations issued by the Ohio Department of Education and the Ohio Department of Highway Safety, Ohio State Highway Patrol; they shall operate the EMPLOYER's vehicles at all times in full compliance with the rules of the EMPLOYER, to the end that the EMPLOYER'S service may improve and grow with the highest degree of safety. They shall exercise care and diligence in the performance of their assigned duties and employ all acceptable safety practices.

In addition, all employees, as a condition of employment shall meet the requirements of Federal and State law for drug testing, Commercial Drivers Licenses (CDL) and SP endorsement.

- 22.05 The employment of any employee shall be subject to termination when he/she accepts employment with another employer which in any way interferes with his/her employment with the EMPLOYER.
- 22.06 The employment of any employee shall be subject to automatic termination if such employee fails or ceases to qualify as a school bus operator in accordance with the laws of the State of Ohio, including all physical requirements of the position of any governmental authority.
- 22.07 All employees will be required to keep their current addresses and telephone numbers on file in the EMPLOYER's office.
- 22.08 All employees will be required, as a condition of employment, to file all civil and criminal traffic convictions with the EMPLOYER
- 22.09 School bus drivers who acquire six (6) points or more on their drivers' records will have their driving certification reviewed and may face possible dismissal.
- 22.10 Dress Code: A Dress Code Committee shall be established for the purposes of implementing a dress code for the bargaining unit.
- 22.11 Drivers Training: The employer, during the term of the Agreement, will provide C.P.R. and safety training. The training will be provided at no cost to the employees.

ARTICLE TWENTY-THREE - JOB POSTING DRIVER POSITIONS

- 23.01 Except during a period when certified employees with job classification seniority in the certified driver classification are on layoff, job openings for permanent positions for such certified employees will be filled as follows:
 - A. A notice indicating that the permanent job opening exists shall be posted on the bulletin board in the Transportation Section and in other School District buildings for five (5) work days and shall be sent to the UNION. Such notice shall indicate the position available and the date of posting. When a job opening occurs on a route, no more than two (2) routes may be filled as a result of the bidding process set forth in this Section. Thereafter, such routes shall be filled by the assignment of an extra driver.

- B. Within five (5) work days after the dates of posting, employees with system seniority may apply for the job opening by sending a letter to the employee's immediate supervisor and/or Superintendent's designee.
 - C. In filling the vacancy, first consideration shall be given to the qualified applicants with job classification seniority in the "driver" job classification. The job opening will be awarded to the most qualified applicant on the basis of job classification seniority, provided the applicant has, in the opinion of management, the best skills and present ability to perform the job among the qualified bidders.
 - D. If the job classification is not filled by applicants possessing job classification seniority in the "driver" classification, next consideration shall be given to the qualified applicants with system seniority working in the Transportation Section. The job opening will be awarded on the basis of system seniority, provided the applicant has the skill and present ability, in the opinion of management, to perform the job.
 - E. If the job classification is not filled from among the qualified applicants possessing job classification or system seniority, next consideration shall be given to the applicants with system seniority working in sections other than the Transportation Section. The job opening will be awarded on the basis of system seniority, provided the applicant has, in the opinion of the management, the skill and present ability to perform the job.
- 23.02 In the event an applicant with greater seniority (job classification or system, as the case may be) is not awarded the job and an employee with less seniority (job classification or system, as the case may be) is awarded the job, upon written request, the employee with the greater seniority will be furnished with a letter stating the reasons for the rejection.

**ARTICLE TWENTY-FOUR
TEMPORARY SUMMER PERIOD ASSIGNMENTS**

24.01 Summer Driving Positions

- A. The employer will post all summer driving positions by June 1, including the run involved and the duration of the assignment.
- B. Employees may bid for such summer driving positions based on their job classification seniority. The most senior employee on the summer assignment list choosing first and continuing in order of seniority down the list until all such jobs are filled.
- C. Extra-pay trips during the summer shall be rotated among drivers on summer driving assignments in the same manner as such trips are assigned during the school year.
- D. A summer driving position is not a temporary service position as defined in 24.02A below.

24.02 Temporary Service Positions

- A. Employees with system seniority who work in the Transportation Section who desire to work during the summer period when school is not in regular session in temporary service positions in the Transportation Section, if available, should advise the Employee's immediate supervisor and/or Superintendent's designee of such desire in writing. For purposes of this Section, a "temporary service position" is not a position which is held during the regular school year by any employee in the Transportation Section. A list of such positions shall be posted with information on the work location, job duties and the duration of the assignment.

Placement shall be based upon: Attendance, Punctuality and Seniority.

- B. The EMPLOYER will endeavor, to the extent possible and practicable, to place such employees in available temporary service positions during the summer period. Available temporary service positions will be awarded to the applicants with greatest system seniority with the EMPLOYER in any job classification, provided such applicants have the present ability, in the opinion management, to perform the available work. In the event an employee with greater system seniority is bypassed in favor of another employee with less system seniority, upon written request, such employee will be furnished with a letter stating the reasons for such action but such decision shall not be subject to the Grievance Procedure.

- 24.03 Nothing in this AGREEMENT shall prohibit or restrict the EMPLOYER, as business needs dictate, from using individuals who are qualified and licensed school bus drivers during the absence of regular drivers or at times when sufficient drivers are not in the employ of the EMPLOYER.

ARTICLE TWENTY-FIVE - WORK ASSIGNMENTS

The creation of the Transportation Hub located on Heid Street will not interfere in any way with how Article 25 functions in the contract. The language regulates how work and field trip are assigned. The integrity of the language must be maintained. If there are any changes at all it must be a point of Bargaining.

- 25.01 To the extent practicable, weekday assignments (including, but not limited to, field trips, mid-day and weekday evening trips) shall be given to enable as many drivers as possible to work forty (40) hours per week. Drivers whose route assignments are less than forty (40) hours per week will be assigned by seniority. Once each driver has worked forty (40) hours in a given week, additional work will be distributed on the basis of seniority and availability. Drivers are required to accept weekday and evening assignments as regulated by management. An OBI will not be assigned field trips to fill forty (40) hours while training; while not training they may receive field trips. All OBI's will be eligible for trips off the floor.
- A. The administration will designate a non-bargaining unit employee to assign field trips and will not require any bargaining unit member to perform this function.

- B. Weekend and holiday field trips may be assigned by seniority rotation, beginning with the first trip of the regular school year. However, a **no-show** will be charged against the driver and the driver will be subject to disciplinary action.
 - C. Management reserves the right to make all special assignments and such assignments shall be made based upon seniority prior to assignment excluding field trips. Special assignment must be presented to the union.
 - D. **Day of Trip Turn Downs:** When a week day field trip is turned down by a driver on the day of the assignment, the trip will be assigned to the next available driver by seniority in accordance with section 25.01 of this contract. If no driver is available, the trip will be put on the floor of the Driver's Room between 9:00 a.m. and 9:30 a.m. and awarded to the driver with the most seniority who is present in the Driver's Room who desires to do the trip.
- 25.02 The distribution of field trips under the procedures set forth above shall to the extent practical result in the equalization of such assignments over the course of the school year. For the purpose of verifying such distribution, the UNION President shall have access to the records of the trips assigned and charged to drivers.
- 25.03 To the extent practicable, all field trips will be assigned to OAPSE Local 627 Bus Drivers, provided there are drivers available to perform the work without disrupting the task of transporting students to and from school on regularly assigned routes.

ARTICLE TWENTY-SIX - ANNUAL ROUTE RETENTION OR BIDDING

- 26.01 The EMPLOYER'S decision on the number and type of route shall not be a subject of appeal under the Grievance Procedure.
- 26.02 Certified drivers may bid on regular routes which are funded and required by the EMPLOYER. These routes shall include regular student routes, and kindergarten or others as may be required by the EMPLOYER.
- 26.03 **Annual Route Bidding**
- A. Annual route pick for the drivers should be held prior to the start of the new school year. If possible route pick should be held in conjunction with the drivers in-service.
 - B. Except as set forth in 26.04, any driver who is absent on the day of route pick will be assigned the highest amount of time by seniority by management.
 - C. If the original route vacated is not filled by bumping, it shall be opened and posted for bid under Section 23.01. All routes shall open and be posted for bid under section 23.01.
 - D. After school activity hours shall not be included in regular route time, including but not limited to Field Trips and Extended Day Bus Routes.
 - E. For the purpose of implementing Paragraphs (a) through (e) above, hour categories shall be:

8.0+	6.5+	5.0+
7.5+	6.0+	
7.0+	5.5+	

F. **Bus Pick** - In conjunction with the annual route pick, each driver will select from a list of available buses at the time they select a route. Buses that will not be available for such selection are new buses awarded to drivers according to guideline established un 34.02 and buses assigned to drivers by management who have requirements.

Assignments of new buses and buses to meet special requirements of drivers will be for one (1) year duration – new assignments will be considered each year.

26.04 Employees off on authorized leave of absence will not be eligible for route bid. Upon return from such leave, these employees will be paced by the EMPLOYER in an available open position in their classification. Those employees who are absent on the day of route bidding for an authorized funeral leave day or jury duty in accordance with Article 10.10A of this agreement, shall notify the Director of Transportation (or his/her designee) of their route(s) preference in order to be placed in an available position according to seniority.

26.05 Assignments and reassignments of employees from bided routes in order to cover enrollment changes, absenteeism and the requirements of program changes shall be made at the discretion of the EMPLOYER, provided that employees shall have the right to exercise the rights set forth below.

- A. When a route is increased for the remainder of the school year by 5/10 of an hour or more due to enrollment changes, absenteeism and/or the requirements of program changes, the route shall be considered open and posted for bid as set forth in Section 23.01.
- B. When a route is decreased for the remainder of the school year by 5/10 of an hour or more due to enrollment changes, absenteeism and/or the requirements of program changes, the affected employee shall have the right to bump the least senior employee in the same hour category in which the original route was placed. The employee bumped shall have the right to bump the least senior employee in any lower hour category. Bumping shall occur until all available routes are filled.

26.06 Drivers will receive their regular route time on a scheduled workday when any of the schools to which they would be regularly assigned are not in session.

ARTICLE TWENTY-SEVEN - WAGES

27.01 The following hourly pay rates for all employees classified as certified driver and non-certified drivers shall be effective during the term of this AGREEMENT. For purposes of determining lengths of time served in the Service Steps set forth in this Article, time shall be computed from the time a person becomes certified by the Civil Service Board.

<u>Service Step</u>	<u>1/1/08</u>
1	\$13.05
2	\$13.55
3	\$14.08
4	\$14.61
5	\$15.12
6	\$15.65
7	\$16.18
8	\$16.69
9	\$17.28
10	\$18.17

- 27.02 Step 1 shall be paid during the first twelve (12) months of service in the job classification.
- 27.03 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..
- 27.04 Step 3 and thereafter shall be paid upon completion of respective twelve (12) month periods of service in the job classification.
- 27.05 The rate of pay for provisional employees shall be no lower than Step 1 of the Bus Drivers' wage schedule.
- 27.06 *Overtime shall be paid for at the following rate:*
- A. Time and one-half shall be paid for time worked in excess of forty (40) hours in any week.
 - B. Time and one-half shall be paid for any work performed on Saturday provided the employee has worked all his/her assigned hours Monday through Friday in that week or has been paid for such hours as an excused absence in accordance with the terms of this AGREEMENT.
 - C. Double time shall be paid for any work performed on Sunday or a holiday provided the employee has worked all his/her assigned hours Monday through Friday in that week.

- 27.07 Drivers required to work on a Saturday or Sunday assignment shall be guaranteed a minimum of two (2) hours.
- 27.08 Regular bus drivers will receive two (2) hours regular pay for A.M. and two (2) hours regular pay for P.M.

ARTICLE TWENTY-EIGHT - EXTRA BOARD DRIVERS

28.01

1. If a route is known to be available for at least 10 work days, but less than 30 work days, it shall be posted as a "hold down" (extra Board and temps).
2. Hold Down assignments shall be made on the "first day of the week" by starting at the TOP OF THE LIST by Seniority and then follow a rotation by seniority of all Extra Board Drivers for the week.
3. Extra Board Driver Requirements:
 - a. Must be able to demonstrate knowledge of Greater Dayton Area
 - b. Must have demonstrated an ability to follow a Route Sheet over the previous school year
 - c. Must demonstrate procedures concerning wheelchair and seat belt Compliance Regulations (Must take review training yearly)
 - d. Must be responsible for Pre-trip form completion, cleaning and fueling buses daily
 - e. Must have excellent driving record for the previous year
 - f. Must demonstrate competency in oral and written communication and map reading skills
 - g. Must show competency in professional 2-way radio communications

28.02 When a route is assigned to an extra Board driver for "Hold Down", the "A.M." and "P.M." show-up time as designated for the route shall prevail.

Vacancies which occur after an assignment has been made shall not require a reassignment of a senior extra Board driver who has already been given an assignment under this Article.

28.03 The number of Extra Board (drivers) shall be ten percent (10%) of the existing routes operated by the District.

28.04 Extra Board Drivers will be required to work eight (8) hours. If assigned a hold-down route less than eight (8) hours, the driver will be extended an opportunity to work the additional time required to equal eight (8) hours. If the driver chooses to not work the additional time to equal eight (8) hours, they shall receive only the route time for that day.

ARTICLE TWENTY-NINE –

Keep open for future use

ARTICLE THIRTY – ATTENDANCE POLICY

30.01 Attendance Policy

A. Purpose

The ability to provide our children and young people with high quality education depends greatly on the reliability of our employees. Attendance and punctuality are an important aspect of an employees job performance. Dayton Public Schools does not make value judgements as to the cause of an absence or tardiness. Unscheduled absences and tardiness in any department diminishes our success in meeting our obligation to our students and places an additional burden on coworkers. It is the responsibility of managers to schedule employees to meet the needs of our students and other customers. It is the responsibility of all DPS employees to report to work and be on time as scheduled.

The Attendance and Punctuality Policy applies to Bus Drivers.

B. Definitions

1. **Unreported Absence:** When an employee fails to notify his/her manager prior to the scheduled shift that he/she will not be at work.
2. **Tardiness:** Each instance an employee clocks in more than six (6) minutes after the scheduled starting time.
3. **Failure to Clock:** An incident of “failure to clock” occurs when an hourly employee fails to clock in and/or fails to clock out.

C. Managers and Employees Responsibilities

1. Managers shall be responsible for communicating and explaining DPS absenteeism/tardiness standards. An employee is expected to notify their manager (or designee) prior to the beginning of the work shift if he/she will not be able to report to work as scheduled. Failure to do this means an unreported absence has occurred.
2. Managers are responsible for monitoring their employees attendance/ tardiness records and to take appropriate action if an employee is not adhering to the standards. The standards should be monitored in a manner to assure that it is consistently handled for each employee who is in violation of the standard.
3. All employees are required to call their manager (or designee) a minimum of sixty (60) minutes prior to the start of the work shift if they are taking an unscheduled absence, in accordance with departmental policies.

4. Should arrival at work be delayed, employees are required to notify their manager (or designee) in advance of the scheduled start time or as close to the start time as possible. An incident of tardiness will be incurred.

D. Unreported Absences and Failure to Clock Out

1. An unreported absence and/or failure to clock out are serious. **Progressive Discipline** will be followed.
2. An unreported absence of (3) three consecutive scheduled workdays without prior notice will be considered abandonment of employment and will be treated as a voluntary resignation without proper notice.
3. Drivers will only be required to “clock-in” in the A.M. and “clock-out” in the P.M.

E. Discipline for abuse of Sick Leave

1. Abuse of sick leave. Abuse of sick leave is the taking of sick leave for a reason other than as allowed in this Agreement and/or the falsification of a sick leave document. An employee may be suspended or terminated for abuse of sick leave. An employee may be charged with abuse of sick leave if during the twelve (12) month period between July 1 and June 30, the employee uses five (5) or more days of sick leave for reasons other than:
 - a. Serious health conditions;
 - b. A condition which could expose other employees to illness if the employee reported to work or exposure to contagious disease which could be communicated to other employees;
 - c. Hospitalization of the employee or a member of the employee’s immediate family;
 - d. Death in the immediate family, limited to five (5) working days;
 - e. A doctor’s visit for the employee, or a member of the employee’s immediate family.
2. Tardiness:
 - a. “Grace Period” of six (6) minutes... then route assigned and driver loses pay for time intervals late;
 - b. When driver arrives, even though tardy, they are to be assigned the next available route, regardless of the route time;
 - c. If no route becomes available, the driver will be paid for only 2 hours of “sit time”.
3. Attendance: Tardiness and Absences are to be blended together:
 - a. Failure to clock in = 1 tardy
 - b. 3 tardies = 1 absence
 - c. Each day of absence is an occurrence
 - d. Abuse of absence warrants the following discipline:
 - i. For 5 days = Oral warning/counseling
 - ii. For 7 days = Written warning letter of reprimand
 - iii. For 9 days = 1 day of Administrative leave without pay
 - iv. For 10 days = 3 days of Administrative leave without pay
 - v. For 11 days = 5 days of Administrative leave without pay

vi. For 12 days = D5 Termination Hearing

ARTICLE THIRTY-ONE — ATTENDANCE INCENTIVE

31.01 Rewards are to be earned and paid quarterly on DPS schedule. It is the responsibility of the Employee to verify their attendance record with Management within ten (10) days for the posting of Excellent Attendance. (3 tardies=1 absence)

Perfect Attendance(0 days absent) - \$100 (possible max of \$400/year)

.Excellent Attendance (1-2 days absent)- \$50 (possible max of \$200/year)

ARTICLE THIRTY-TWO — SAFE DRIVING BONUS

32.01 Drivers are eligible for an annual safe driving bonus. If the driver has no citations/non-chargeable offenses and no at fault accidents from July 1st through June 30th each year will be paid \$100.00 the first pay period in September. The driver must have worked one hundred twenty (120) days in that year to be eligible.

ARTICLE THIRTY-THREE – NEGOTIATION PROCEDURES

33.01 Initiation of Negotiation

The BOARD or the UNION members will serve written notice on the other of its intention to either terminate, amend or modify this CONTRACT, not more than one hundred and twenty (120) and not less than sixty (60) days prior to the expiration date.

33.02 Scope of Negotiations

The BOARD shall meet with the recognized bargaining representatives for the purpose of negotiating in good faith all items which may affect the wages, salaries, hours and other terms and conditions of the employment of the employees and the continuation, modification or deletion of an existing provision of this CONTRACT.

33.03 Meetings

Meetings between the negotiating team of the UNION and the BOARD shall be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon. Negotiations shall be completed within sixty (60) days from the date of the first negotiation meeting, unless there is a mutually agreed upon extension.

33.04 Negotiation Representatives

Neither party shall have any control over the selection of the negotiation representatives of the other party. The negotiation representatives of each party shall be clothed with all power and authority necessary to make proposals, consider proposals, make concessions and reach tentative agreements subject only to ratification by both parties.

33.05 Reporting Negotiations Progress

Interim reports of progress may be made to the UNION by its representatives and to the BOARD by the Superintendent or his/her designated representative; however, each party shall be restricted to reporting to its own organization.

33.06 Media Releases

While negotiations are in progress, any release prepared for the news media shall be approved by both groups. In the event that either party declares impasse, this provision shall no longer be binding.

33.07 Written Proposals and Counter Proposals

The parties shall make a good faith effort to present proposals and counter proposals in written form.

33.08 Disagreement

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

33.09 Contract

33.09.1 Final Contract

When the parties reach agreement on a CONTRACT, it shall be reduced to writing and presented to the BOARD by the Superintendent and to the Membership of the UNION by its President or his/her designee.

33.09.2 Adoption of Final Contract

Adoption of the aforesaid CONTRACT shall be accomplished upon ratification by the membership of the UNION and ratification by the BOARD. Signature of the completed CONTRACT shall occur within thirty (30) days after ratification by both parties.

33.10 No Reprisals

No reprisals of any kind shall be taken by either party or by any member of the Administration against any party involved in negotiations.

33.11 Reopening of Negotiations

Negotiations on the existing CONTRACT may be reopened on any item(s) at any time prior to the expiration of the CONTRACT; provided that both parties mutually agree to reopen negotiations on said item(s).

ARTICLE THIRTY-FOUR – LABOR MANAGEMENT COMMITTEE

- 34.01 In the interest of sound employee relationships, a joint committee not exceeding six (6) half, half of whom shall represent the EMPLOYER and half of whom shall represent the UNION; will convene from time to time for the purpose of discussing subjects of mutual concerns not subject to the grievance procedures set forth in this agreement. Such meetings shall not exceed one (1) each thirty (30) days and shall be held on a date to be mutually agreeable to the parties. It shall be the express purpose of this joint committee to build and maintain a climate of mutual understanding and respect in the discussion of common problems. A UNION representative and an EMPLOYER representative shall alternately chair the meetings. Each party shall submit to the other, at least five (5) days prior to the meeting, an agenda of items which such party desires to discuss in the meeting.

ARTICLE THIRTY-FIVE -- MISCELLANEOUS

35.01 Community Schools (Conversion)

- A. In the event that the EMPLOYER converts any school in this school district to a community (charter) school, the EMPLOYER will not lay off employees as a result of such conversion.
- B. No employee shall be required to work at a converted community (charter) school if the employee would be employed by an entity other than EMPLOYER. If, however, an employee accepts employment at a converted community (charter) school located in this school district for any reason, the EMPLOYER will, in accordance with Chapter 3314 of the Ohio Revised Code.
1. Continue to have provided health and retirement benefits for such individual at the same level as that individual would have received had that individual not been employed at the community (charter) school and that individual continued to have been employed by the EMPLOYER;
 2. Make certain that such individual receives all of the benefits provided by this and all subsequent applicable agreements;
 3. Make certain that such individual does not lose any accrued sick leave, vacation leave, personal leave, or retirement benefits that had been credited to the employee while in the employ of the EMPLOYER;
 4. Include in any agreement, resolution or order effectuating a succession, assignment, or transfer, a provision that this agreement is binding on the successor, assignee, or transferee and that all terms and conditions of this and all subsequent Agreements shall continue in full force and effect and that the successor, assignee or transferee shall continue to recognize the UNION as the exclusive representative of the employee, as permitted by law;
 5. Allow the employee to return, with no loss of seniority or benefits, to the employee's former position in the school district if the employee leaves or is

discharged from employment with the community (charter) school for any reason. All time spent in the employ of the community (charter) school shall be credited to the employee when calculating seniority and eligibility for compensation and benefits upon employee's return.

- C. In the event that the EMPLOYER converts any school in the school district to a community (charter) school, the EMPLOYER will require the governing authority of the converted community (charter) school to recognize the UNION as the exclusive representative of all individuals employed in classifications covered by this and all subsequent applicable Agreements and to grant such employees the terms and conditions contained in this and all subsequent applicable Agreements as required by law.
- D. If any OAPSE, Building Trades or DPSU bargaining unit negotiate language other than that provided herein, this bargaining unit will be offered the same language.

35.02 **Miscellaneous - Drivers Rights**

- 1. **Committee for assignment of new buses to drivers.** There shall be established a joint committee consisting of two management representatives and two union representatives who will meet within sixty (60) days of execution of this Agreement for the purpose of establishing procedures for the assignment of new buses to drive. Should the committee be unable to agree as to the process and method by which new buses should be assigned, the employer will make the assignment.
- 2. **Fueling and Sweeping Buses:** Drivers will receive .3 hour per day (18 minutes) in addition to their actual route time for the purpose of fueling and sweeping their buses.
- 3. **Meetings with parents:** Drivers who are required to attend meetings involving parents shall have the right to request the presence of the Grievance Chairperson. Bus Drivers will be paid at their regular rate of pay.
- 4. **Work out of Classification:** Bus Drivers shall not be assigned to work outside of their bargaining unit, except for transitional duty.
- 5. **Education, Training and Schooling:** The Board shall provide training for re-certification of CDL Licensure. The EMPLOYER agrees to pay an employee's hourly rate of pay for time spent in obtaining CDL re-certification.

ARTICLE THIRTY-SIX --- CONTINUATION OF PAY PREAMBLE

- 36.01 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). This Continuation of Pay policy 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 policy also includes assault injuries which would be covered by the BWC and consolidates prior policies and provisions on the subject, The policy does not affect or replace the employee's need to file claims with the BWC for medical treatment.

The goal of this policy is to return the employee to employment with the District safely and at the earliest possible time following a work injury while positively impacting the BWC premium for workers' compensation coverage.

36.02 Continuation of Pay (COP)

COP is recommended to expedite payment, eliminate hardship to injured employees, and effectively manage lost time claim costs.

36.03 *Definition.* COP is the continuation of full hourly wages and benefits.

36.04 Continuation of Pay is not payable unless the employee makes a workers' compensation claim, it is certified by the District, and the employee has provided all necessary documentation to include any and all District Injury Report Forms. The BWC First Report of Injury (FROI), medical releases, MCO forms, Third-Party Administrator forms and any other related records required by the Risk Manager or Supervisor. The Risk Manager shall be the approval authority for all COP. COP shall only be approved if it is fiscally responsible for the District by positively impacting the District's BWC premiums.

36.05 Continuation of Pay payments are computed on the basis of the employee's base rate of pay and normally scheduled hours, not to exceed forty (40) hours per week. Part-time employees will have payment pro-rated. Seasonal, temporary and intermittent employees will qualify for Continuation of Pay at their base rate for the period of time the appointment was approved. Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.

36.06. 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.

36.07 An employee continues to accrue sick and vacation leave while on Continuation of Pay if they would have otherwise accrued such leaves. An employee would not otherwise accrue such leaves shall not accrue leaves under this policy.

36.08 Increments of COP must be approved by the Risk Manager, in his discretion and when it is fiscally responsible for the District by having a positive impact on BWC reserves and premiums, and no one increment may exceed four (4) weeks. COP cannot exceed twelve (12) calendar weeks for anyone claim over the lifetime of that claim. If the employee has not returned to work within the twelve (12) week period and has not reached maximum medical improvement, he may then receive benefits from the BWC or use any available sick leave, with a buy-back option.

36.09 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 Continuation of Pay have been paid, whichever occurs first.

- 36.10 A return to work does not eliminate eligibility for the balance of Continuation of Pay 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.
- 36.11 An injured employee receiving Continuation of Pay cannot concurrently receive, for the same period of time, any other District compensation (e.g. sick leave, injury leave, vacation, supplemental contract pay etc.) or temporary total compensation payments from the State of Ohio Bureau of Workers' Compensation.
- 36.12 Continuation of Pay may be paid for medical appointments documented under an approved Transitional Duty program and approved by the Risk Manager. (See Transitional Duty). This policy supercedes any prior practice of sick leave buy back, except as noted below, and COP shall not be charged to sick leave.
- 36.13 Time authorized under Continuation of Pay is an FMLA qualifying event. The leave form should be marked accordingly giving appropriate notice to the employee,
- 36.14 *To be eligible for COP:*
- The date of injury must occur in a year in which the District's merit rating or retrospective premiums will be impacted. Currently, the date of injury must occur during the most recent four, full calendar years or during the current calendar year.
 - Regarding the retrospective policy, the lost time may occur up to 1/1/01 for the 1992 claims and 1/1/02 for the 1993 claims.
 - If a worker's date of injury makes him/her ineligible for COP, then in that case, the employee may use accumulated sick leave, as provided in other provisions, and if the employee assigns their BWC check for the payment of temporary total disability to the District, then the Treasurer will re-credit sick leave in the amount of the BWC check.
 - The employee must be totally disabled from all employment and must miss more than seven (7) calendar days; or, qualify for **Continuation of Pay** under the **Transitional Duty** policy with reimbursement for documented medical appointments or gradual return to work program.
 - An employee is not paid **Continuation of Pay** for the first seven (7) days until after fourteen (14) consecutive days of total disability as determined by the Bureau of Workers' Compensation, except as the **Transitional Duty** policy may apply.
 - The claim must be certified by the District, if a claim is rejected by the District, but allowed by the BWC or the Industrial Commission, **Continuation of Pay** is paid retroactively, provided it is advantageous to the District's BWC premium and provided the provisions of this policy are fulfilled. An employee may use sick,

vacation or personal time pending a decision on allowance. This time is reimbursed hour for hour upon allowance by the BWC or the Industrial Commission.

- Appropriate medical documentation, the District Injury Report Form, medical releases, the FROI, any Managed Care Organization (MCO) forms, and any Third-Party Administrator (TPA) form are provided as determined by the Risk Manager.
- The employee must cooperate at all times in meeting with and in responding to information requests of the MCO, BWC, the Risk Manager, and health providers.

36.15 **Assault Leave**

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

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

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

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

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

36.16 **Merger**

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

ARTICLE THIRTY-SEVEN — TRANSITIONAL DUTY

- 37.01 Transitional Duty is designed to allow an employee to safely return to work with temporary physical limitations and resections which may prevent the employee from performing all of his or her assigned duties.
- 37.02 Transitional Duty applies only to work-related workers' compensation injuries or illnesses and is not to be considered as an official position or job. Transitional Duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her existing job classification and seniority.
- 37.03 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.
- 37.04 To be eligible for Transitional Duty an employee must complete all related Injury Investigation forms, First Report of Injury (FROI) forms, medical releases, and any other documents required by the physician, the Managed Care Organization (MCO), the employer, and the Third-Party Administrator.
- 37.05 Transitional Duty is implemented upon the availability of Transitional Duty by the employer and/or the availability of prearranged third parties, such as local charitable and civic organizations. The Risk Manager shall be the approval authority for all Transitional Duty. Full, regular wages are paid during Transitional Duty.
- 37.06 The Treasurer shall use a payroll code for salaried and another code for hourly employees working in Transitional Duty to allow for proper tracking of Transitional Duty.
- 37.07 Overtime is not permitted unless approved by the attending physician and will not have a negative impact upon or delay recovery.
- 37.08 Transitional Duty can be less than full time with Continuation of Pay paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentation. For example, an employee normally scheduled for eight (8) hours per day is released to return to work four (4) hours and attends physical therapy the remaining four (4) hours. In this situation, he will work four (4) hours and receive his regular wages and then receive four (4) hours of Continuation of Pay upon submission of supporting medical documentation of the time spent in therapy.
- 37.09 Transitional Duty is applicable to compensable injuries determined by the Bureau of Workers' Compensation whether lost time or medical only. Once an employee returns to work under the Transitional Duty program, Continuation of Pay is payable in medical-only claims. 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 Continuation of Pay. 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 | Continuation of Pay 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.

- 37.10 Continuation of Pay is not payable for medical appointments once the employee is released to full duty, has exhausted all available Continuation of Pay, or their limitations and restrictions do not prevent the employee from performing the essential duties of their position.
- 37.11 An employee on Transitional Duty who has exhausted all available Continuation of Pay may elect to use available paid leave or leave without pay.
- 37.12 An employee cannot work a second job within or outside of the District and work Transitional Duty unless approved by the Risk Manager.
- 37.13 The goal of Transitional Duty is to return the employee to his regular job and department, but other work within the department would be appropriate if the employee is unable to do any part of his regular job. Work outside of his immediate department can be considered if work is not available within his department.
- 37.14 If an employee is offered Transitional Duty and refuses a Transitional Duty offer within his or her medical limitations, the employee cannot elect Continuation of Pay. The employee will not be eligible for temporary total benefits from the Ohio Bureau of Workers' Compensation when a valid Transitional Duty offer has been made and declined. The District will notify the Ohio Bureau of worker's Compensation of any refusal to accept a Transitional Duty offer that is within the medical limitations.
- 37.15 An employee may elect to use sick leave, vacation leave, or personal leave time if the employee refuses Transitional Duty, but no buy-back of the leave taken shall occur. All leave taken for a work-related Injury should be reviewed for FMLA qualification.
- 37.16 A Transitional Duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand delivered to the employee, if hand delivering the offer, be sure to obtain the injured worker's signature and date received on the employer's copy.
- 37.17 Time spent in Transitional Duty is considered time worked for employees still in their probationary period.
- 37.18 To remain eligible for this program, the employee must cooperate with, meet when reasonably requested, and respond to information requests from the Managed Care Organization (MCO), Third-Party Administrator (TPA), Risk Manager, health providers, and his/her supervisor.

ARTICLE THIRTY-EIGHT -- DURATION OF AGREEMENT

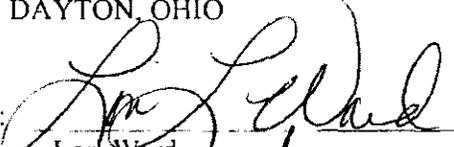
- 38.01 This Agreement is subject to all existing statutes of the State of Ohio, the Ohio Pupil Transportation Operation and Safety Rules, Civil Service Rules and Regulations, and Board of Education Policies, Rules and Regulations; provided, should any change be made in any statute of the State of Ohio, Civil Service Rule or Regulation, or Board of Education Policy, Rule or Regulations which would be applicable and contrary to any provision contained herein, such provision herein contained shall be automatically terminated and the remainder of the AGREEMENT shall remain in full force and effect. If any court of competent jurisdiction determines that any provision of this AGREEMENT is illegal, then such provision shall automatically terminate, and the remainder of this AGREEMENT shall remain in full force and effect.
- 38.02 This AGREEMENT shall be effective as of the date of signing hereof by the parties or the implementation hereof by the BOARD and shall remain in effect through April 30, 2014 with salary and benefits re-opener for years two (2) and three (3) with a "Me Too Clause" in effect for wages and health benefits for all three years.

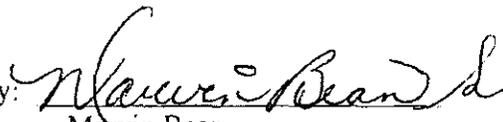
Either party may reopen the contract for the second and third year for the purpose of negotiating salary and benefits. The Board or the Union may serve written notice on the other of its intention to reopen this Contract for the purpose of negotiating salary and benefits, not more than one hundred and twenty (120) days and not less than sixty (60) days prior to December 31, 2007 for year two (2) and December 31, 2008 for year three (3). The re-opener shall be subject to the parties' agreed upon dispute resolution procedure and the provisions set forth in ORC4117.14.

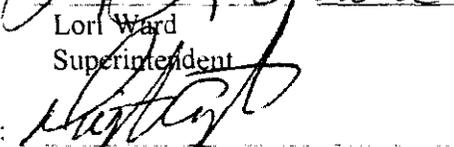
IN THE WITNESS WHEREOF, the parties executed this CONTRACT this _____ day of _____, 2013.

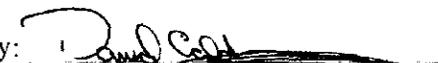
ADMINISTRATIVE STAFF OF THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DAYTON, OHIO

OHIO UNION OF PUBLIC SCHOOL EMPLOYEES, TRANSPORTATION CHAPTER #627

By: 
Lori Ward
Superintendent

By: 
Marvin Bean
Local #627-Bus Drivers

By: 
Dwight Washington, Esq.
Designated Representative

By: 
David Caldwell
Local #627-Bus Drivers

By: 
James Wallace, Director
Transportation

By: 
James Tackett, Field Representative
OAPSE

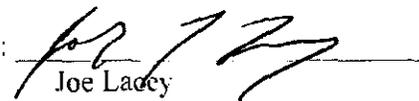
By: 
Jameka Bennett, Associate Director
Transportation

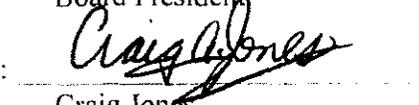
By: 
Andrae Hicks, Associate Director
Human Resources

By: 
Jo Wilson, Director
Facilities Management

APPROVED:

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

By: 
Joe Lacey
Board President

By: 
Craig Jones
Treasurer

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A D D E N D U M

LETTER IN INTENT

June 9, 1994

Officers and Members of OAPSE Transportation Bargaining Unit

RE: Application of New Language on Work Assignments

The provisions relating to Work Assignment for Bus Drivers is intended to distribute the work among bus drivers so that as many drivers as possible will have forty (40) hours during a week. At the time this provision was negotiated it was anticipated that one hundred and three (103) or more drivers would reach forty hours per week during the course of the school year. However, it was recognized that it would be impossible to guarantee one hundred and three (103) drivers forty (40) hours per week because of the changing demand and needs of the district.

Donald E. Beach
President of Local 627

John F. Lenehan
Designated Representative

Gary A. Bush
Field Representative

Louise J. Galiardi
Director of Transportation