



# **AGREEMENT BETWEEN**

13-MED-05-0734  
1303-02  
K30238  
12/12/2013

**DAWSON-BRYANT LOCAL  
SCHOOL DISTRICT**

**AND**

**THE OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES AND ITS  
AFFILIATES, LOCAL #029**

**AUGUST 1, 2013 – JULY 31, 2016**

## TABLE OF CONTENTS

	PREAMBLE . . . . .	01
Article 01:	RECOGNITION . . . . .	01
Article 02:	MANAGEMENT RIGHTS . . . . .	01
Article 03:	NEGOTIATIONS PROCEDURE . . . . .	02
Article 04:	APPLICABLE STATE LAW . . . . .	05
Article 05:	NO STRIKE – NO LOCKOUT . . . . .	05
Article 06:	PAYROLL DEDUCTIONS . . . . .	05
Article 07:	GRIEVANCE PROCEDURE . . . . .	07
Article 08:	DISCIPLINE . . . . .	09
Article 09:	JOB SPECIFICATIONS . . . . .	10
Article 10:	LEAVE OF ABSENCE . . . . .	10
Article 11:	SICK LEAVE . . . . .	11
Article 12:	PERSONAL LEAVE . . . . .	12
Article 13:	ASSOCIATION LEAVE . . . . .	13
Article 14:	ASSAULT LEAVE . . . . .	13
Article 15:	EMPLOYEE EVALUATION . . . . .	14
Article 16:	CALAMITY DAY . . . . .	14
Article 17:	MILEAGE . . . . .	14
Article 18:	LAYOFF AND RECALL . . . . .	14
Article 19:	BID PROCEDURE . . . . .	15
Article 20:	WORK WEEK AND OVERTIME . . . . .	16
Article 21:	SEVERANCE PAY . . . . .	17
Article 22:	VACATION . . . . .	17
Article 23:	HOLIDAYS . . . . .	18
Article 24:	INSURANCE . . . . .	19
Article 25:	EXTRA BUS TRIPS . . . . .	21
Article 26:	LABOR-MANAGEMENT COMMITTEE . . . . .	22
Article 27:	ADMINISTRATIVE MEETINGS . . . . .	23
Article 28:	REPORT PAY . . . . .	23
Article 29:	BARGAINING UNIT WORK . . . . .	23
Article 30:	PHYSICAL EXAMINATIONS . . . . .	23
Article 31:	WAGES . . . . .	24
Article 32:	DRUG TESTING . . . . .	24
Article 33:	JURY DUTY . . . . .	26
Article 34:	SICK LEAVE TRANSFER . . . . .	26
Article 35:	MISCELLANEOUS . . . . .	27
Article 36:	RETIREES . . . . .	28
Article 37:	TERMINATION/DURATION . . . . .	29
	SIGNATURE PAGE . . . . .	30
	APPENDIX A . . . . .	31
	MEMORANDUM – CDL . . . . .	35

## **PREAMBLE**

- A. This Agreement is made and entered by and between the Board of Education of the Dawson-Bryant Local School District, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees (OAPSE), and its affiliate, the Ohio Association of Public School Employees, Local #029, hereinafter referred to as the "Association".

## **ARTICLE 1: RECOGNITION**

- A. The Board recognizes the Association as the sole and exclusive bargaining representative of the employees covered hereby for the purpose of collective bargaining regarding wages, hours, benefits, and conditions of employment.
- B. This recognition shall continue in force, as permitted by the Ohio Revised Code, for the duration of this Agreement.
- C. For the purpose of recognition and collective bargaining, all non-teaching full-time and regularly scheduled employees are to be included in the bargaining unit, excluding all supervisory and confidential, casual, seasonal, and substitute employees as defined by the Ohio Revised Code.
- D. These classifications include: Custodians, Maintenance Personnel, Bus Drivers, Educational Aides, Cafeteria Personnel, Bus Mechanics, and Secretaries, unless otherwise excluded.
- E. These classifications exclude: Superintendent's Secretary, two (2) employees assigned to the Treasurer's Office, Lunchroom Supervisor, Transportation Supervisor, Maintenance Supervisor, and Treasurer.

## **ARTICLE 2: MANAGEMENT RIGHTS**

- A. The Association shall recognize the right and the authority of the Board to administer the business of the District, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Association shall recognize that the Board has, and will, retain the full right and responsibility to direct the operations of the District, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:
1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for just cause, and to maintain discipline among employees.

2. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed.
  3. To determine the District's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes.
  4. To determine the size and composition of the work force and the District's organizational structure.
  5. To determine the standards of quality and performance to be maintained.
  6. To determine the District's budget and uses thereof.
  7. To maintain the security of records and other pertinent information.
  8. To determine and implement necessary actions in emergency situations.
- B. The Association recognizes and accepts that all rights and responsibilities of the Board not specifically modified by this Agreement, or ensuing agreements, shall remain the function of the Board. The above-enumerated rights shall not abridge, and shall be consistent with, the provisions of this Agreement.

### **ARTICLE 3: NEGOTIATIONS PROCEDURE**

#### COMPOSITION OF NEGOTIATION TEAMS

- A. The Association shall be represented by a negotiating team of not more than four (4) persons at any time, designated by the Association for this purpose. One of the members of the team shall be designated as Chief Negotiator.
- B. The Board of Education shall be represented by a negotiating team of not more than four (4) persons at any one time, who will be designated by the Board, with consultation with the Superintendent. One of the members of the team shall be designated as Chief Negotiator.
- C. Each team shall be authorized no more than two (2) consultants and two (2) observers at any one time at each negotiations meeting.
- D. In the event of the unavoidable absence of a permanent member of either negotiating team, a substitute may be used on the appropriate negotiating team. A negotiations meeting may be postponed by mutual agreement.

- E. Negotiation meetings shall not be open to the public.
- F. Necessary clerical assistance may be provided if both parties agree, and if such is the case, the cost will be borne equally by the Board and the Association.
- G. If the Board, at its discretion, agrees to negotiate during work hours, members of the Union negotiating team shall be released from school duties to attend negotiating meetings without loss of pay. Such meetings shall be scheduled so as not to interfere with normal school schedules whenever possible.

#### CONDUCTING NEGOTIATIONS

- A. On request, the Board and the Superintendent agree to furnish the Association negotiating team with all available data relevant to the items being negotiated.
- B. On request, the Association negotiating team agrees to furnish the Board and the negotiating team with all available data relevant to the items being negotiated.
- C. During the period of negotiations, interim reports of progress may be made to the Association by its representatives and to the Board of Education by its representatives. These interim reports shall be truthful and fairly presented.
- D. Upon the request of either team, a negotiations meeting may be recessed for thirty (30) minutes, or a mutually agreeable time limit, for the purpose of caucusing.
- E. As negotiated items are agreed upon, they shall be reduced to writing and initiated by the Chief Negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item, or issue, subject to finalization by ratification by the membership of the Association and adoption by the Board.
- F. Until all negotiation meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.
- G. News releases either during negotiations or at the conclusion of negotiations shall be made only by mutual agreement as to when and the content of the release.
- H. No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.
- I. Prior to the negotiated Agreement being presented to the Association and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative Agreement.

#### AGREEMENT

- A. When a joint final contract has been reached by both teams, the tentative contract will be submitted to the Association for ratification. The ratified contract must be returned to the Board by the Association within a period of thirty (30) days.
- B. The Board of Education will vote on the tentative contract within a period of thirty (30) days after the receipt of the ratified Association contract.

IMPASSE

- A. Alternate Dispute Resolution Procedure
  - 1. If no agreement is reached by the fourteenth (14<sup>th</sup>) calendar day preceding the effective date of any specific re-opener or the expiration of this Agreement, or some other mutually agreed upon date, either party may declare impasse, both parties shall request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call bargaining sessions or conferences with representatives of the parties. The mediator will have no authority to recommend or to bind either party to any agreements. Once the Association receives the final offer from the Board, the Association will give the employees of the Dawson-Bryant Local School District an opportunity to have a secret ballot vote on the final offer within ten (10) working days and report the results to the Superintendent within three (3) working days of the vote.
  - 2. In the event no agreement is reached by the effective date of the re-opener, expiration of this Agreement, or some other mutually agreed upon date, whichever is later, the Association shall have the right to strike, provided that the Association has given a ten (10) day prior written notice of an intent to strike to the Board and to SERB pursuant to Ohio Revised Code Section 4117.14.
  - 3. If the Association strikes as a result of the failure to reach an agreement upon an item being re-opened, such as wages or insurance or other items, then the entire contract will terminate with the beginning of the strike action.
  - 4. The parties agree that this procedure shall be an alternate to the impasse resolution procedure set forth in the Ohio Revised Code.

**ARTICLE 4: APPLICABLE STATE LAW**

- A. In the event that there is a conflict between a provision of this Agreement and any applicable State law, or valid rule or regulation adopted pursuant thereto, this Agreement under 4117.10 (A), shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with any applicable State law, or valid rule or regulation adopted pursuant thereto, shall continue in full force and effect in accordance with their terms.
- B. If, during the term of this Agreement, there is a change in any applicable State law, or valid rule or regulation adopted pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the effected provision only.
- C. If this Agreement is silent on any issue or term or condition of employment, the parties shall be governed by applicable state law or Board policy.

#### **ARTICLE 5: NO STRIKE - NO LOCKOUT**

- A. The Board shall not lock out its employees, and
- B. The Ohio Association of Public School Employees, both local and state, and all members of OAPSE Chapter #29, agree and pledge that for the duration of this Agreement, any one or all of the aforementioned parties shall not cause, engage in, or sanction any work stoppage, slow-down, or interfere in any way with the normal operation of Dawson-Bryant Local Schools.
- C. This Article shall not apply to any impasse which occurs during negotiations of wage and benefits pursuant to Article III.

#### **ARTICLE 6: PAYROLL DEDUCTIONS**

- A. Payroll deductions shall be as nearly as possible equally divided during the year and in equal amounts over the twenty-six (26) pay periods.
- B. Payroll deductions shall be authorized in writing to the Treasurer of the Board by the employee for the following:
  - 1. Health Insurance.
  - 2. Savings Bond.
  - 3. Credit Union.
  - 4. OAPSE Scholarship
  - 5. PEOPLE Deduction
- C. The Board will deduct Union Dues in equal bi-weekly deductions.

- D. It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the Board harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Board herein. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.
- E. A fair share fee, in lieu of union dues, shall be deducted from all bargaining unit employees who have not submitted a dues deduction authorization. The initial fee shall be deducted beginning the first full pay period after the ratification of the contract and the notice from the Union of the fee is received by the Employer.

Any employee who has been declared exempt for religious convictions by SERB shall not be required to pay said fair share fee, but shall, on the same time schedule as Association dues are payable, pay an amount of money equal to such fair share fee to a nonreligious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code which is mutually agreed upon by such employee and the OAPSE State Treasurer. This fair share provision shall continue during the time of this Agreement. Upon any employee claiming a religious objection, the Employer has the right to hold the amount deducted as a fair share until such time as the fee, and the payee are agreed upon by the employee and the Union or some order is received by the Employer from a Court of Board having jurisdiction.

- F. Once the monthly dues are deducted, they shall be forwarded to the Ohio Association of Public School Employees within fifteen (15) days of the month for which they have been deducted.
- G. PEOPLE Deductions.

The Board agrees to deduct from the wages of any employee who is a new member of the Association a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a voluntary, written authorization. Such an authorization must be voluntarily executed by the employee and filed with the Treasurer's Office between August 1<sup>st</sup> and August 30 of any year and may be in the amount of \$50, \$100, \$250, or \$500 for the year. The employee may revoke the authorization at any time without reprisal from the Association by giving written notice to the Treasurer's Office with a copy to the Association via one of its officers. The Treasurer may assume that notice was given to the Association if the employee's written notice indicates a copy was sent to one of the Association's officers. The Board agrees to send to the Treasurer of the Association a check made payable to "Public Employees Organized to Promote Legislative Equality," representing the total deductions made pursuant to this provision, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. OAPSE agrees to fully indemnify and reimburse the Board for any costs expended due to misunderstandings, disputes, grievances, or claims that may arise out of the implementation of the PEOPLE deduction. If the deduction is determined at any time to be illegal, OAPSE shall reimburse the Board for the amount involved of any claims, grievances, or disputes that may arise out of such determination.

## **ARTICLE 7: GRIEVANCE PROCEDURE**

- A. Any member or group of OAPSE Chapter #029 shall have the right to file a grievance using the following grievance procedure. Any member shall have the right to present his own appeal or to be accompanied by representatives of the Ohio Association of Public School Employees or another person of his own choosing at any step of the grievance procedure. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group grievance. All employees set forth in such grievance are bound by the outcome.

A grievance is defined as an alleged violation, misapplication, and/or misinterpretation of the contract between the Association and the Board.

1. Step One.

Within ten (10) working days from the date of the occurrence of the grievance or from the date the aggrieved should have knowledge of the grievance, the employee may present the grievance in writing to his/her immediate supervisor. Within five (5) working days of the presentation of the grievance, the supervisor shall give his/her answer orally to the employee.

2. Step Two.

If the grievance is not resolved in Step One, the employee may, with or without his/her Association representative, within five (5) working days of receipt of the supervisor's answer, submit to the Superintendent, or his designated representative, the answer at Step One, along with the original grievance statement. The Superintendent, or his designated representative, shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance.

3. Step Three.

If the grievance is not resolved with the decision rendered in Step Two, the grievant may, within five (5) days of the date of the decision, request the Superintendent to forward the grievance to the Board. At the next scheduled Board meeting, but not later than fifteen (15) days after receiving an appeal from Step Two, the Board shall conduct a hearing, or at its discretion, may elect to proceed directly to arbitration in Step Four. Within five (5) days after the hearing, the Board shall render its decision in writing to the grievant.

4. Step Four.

If the grievance is not resolved in Step Three, the Association shall have the right to appeal the grievance to an impartial arbitrator under and in accordance with the rules of the Federal Mediation and Conciliation Service. Within fifteen (15) working days of the date of the request for arbitration, a representative of the Association and a representative of the Board shall jointly request the Federal Mediation and Conciliation Service or Arbitration Mediation Services (AMS) to furnish a list of available arbitrators. The parties agree to split the cost of the list from FMCS. Upon receipt of this list and after an opportunity to consider the names, the parties shall designate a mutually acceptable arbitrator. Either party may request one additional list by notifying the other party within ten (10) working days and the party requesting the list will be responsible for the cost of the list. The arbitrator so selected shall be requested to hold a hearing on the earliest date available, and unless such time is extended by mutual agreement, shall issue his decision not later than thirty (30) days from the date of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of act, reasoning, and conclusion on the issues submitted.

5. Grievance Forms.

- a. Any grievance must be filed on the authorized grievance form agreed to between the parties to this Agreement. Such forms must provide for naming of the alleged violation, and shall state the contention of the employee or the Association, and shall indicate the relief requested.
- b. Any grievance not answered by the Administration within the time limit in that Step shall be considered answered in the negative and may be advanced to the next step in the grievance procedure.
- c. Any grievance not advanced to the next Step by the Association within the time limit in that Step shall be deemed resolved by the answer given by the Administration at the preceding step.
- d. Time limits may be extended by the Administration and the Association in writing, then the new date shall prevail.
- e. The agreed-to grievance form shall be made available to any employee requesting such, through his Association representative.

6. Power of the Arbitrator.

- a. It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below after due investigation, to make a decision in case of alleged violations outlined in Article VII, Section 1, of this Agreement.
- b. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

- c. He shall have no power to establish salary schedules or change salary schedules.
- d. He shall have no power to decide any question which, under this Agreement, is solely within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management except as they may be conditioned by this Agreement.
- e. In the event that a case is appealed to an arbitrator on which he determines he has no power to rule, it shall be referred back to the Association, with a notification to the Administration without decision or recommendation on its merits.
- f. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the employee or employees involved in the grievance and the Association, the Administration and the Board.
- g. The fees and expenses of the arbitrator shall be paid by the losing party. Any other expenses resulting from the grievance arbitration shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses.

#### **ARTICLE 8: DISCIPLINE**

- A. Management agrees that a member of the bargaining unit shall not be disciplined without just cause, but that in all instances in which Management may conclude that an Employee's conduct may justify suspension or discharge, he/she shall be given a pre-disciplinary hearing. All employees shall be entitled to a hearing prior to the suspension being invoked except in those cases in which employees have physically used force against a supervisor or other Management personnel. Employees arrested and convicted of a felony may be discharged by the Board immediately upon notice of the conviction of the felony or any offense listed in ORC 3319.39 (A).
- B. Disciplinary action shall consist of a course designed to improve the quality of the employee. Except in cases where the presence of the employee on the job or at the work location shall pose a threat to the health or safety of himself or others, the measures of discipline shall be appropriate to the offense as determined by the Superintendent:
  - 1. First Offense: verbal warning.
  - 2. Second Offense: written warning.

3. Third Offense: suspension with or without pay
4. Fourth Offense: termination.

No bargaining unit member will be reprimanded or disciplined in the presence of other bargaining unit members, students, parents, or community members.

- C. The Bargaining Unit Member and the President of Local #029 shall receive a pre-disciplinary hearing notice listing the charges and proposed discipline for any suspension or discharge seventy-two (72) hours prior to the hearing. The employee is to be afforded Union represent if they so desire.
- D. Employees may appeal suspensions and/or discharges to Arbitration at Step 3 of the Grievance Procedure.
- E. Employees are to be afforded Union representation at any stage of disciplinary action or the right to waive such in writing.

#### **ARTICLE 9: JOB SPECIFICATIONS**

- A. The Association president shall be furnished with a copy of the job specifications of each classification stated in Article I, which are included in the bargaining unit. Should it become necessary to revise such job specifications, the Association will be furnished copies of the revised job specifications.
- B. The Board further agrees to provide to the Union a copy of the revised Board policy upon its completion.

#### **ARTICLE 10: LEAVE OF ABSENCE**

- A. Upon the written request of a regular non-teaching school employee, the Board of Education may grant a leave of absence for a period of not more than two (2) consecutive school years for educational, professional or other purposes, and may grant such leave where illness or other disability is the reason for the request. Upon subsequent request, such leave may be renewed by the Board. Without request, the Board may grant similar leaves of absence and renewals thereof to any regular non-teaching school employee because of physical or mental disability, but such employee may have a hearing on such un-requested leave of absence or its renewals in accordance with Division (c) of Section 3319.081 of the Revised Code. Upon the return to service of a non-teaching school employee at the expiration of a leave of absence, he shall resume the contract status which he held prior to such leave. Such contract status shall be resumed at the first of the school semester.

- B. Upon the return of a non-teaching school employee from a leave of absence, the Board may terminate the employment of a person hired exclusively for the purpose of replacing the returning employee while he was on leave. If, after the return of a non-teaching employee from leave, the person employed exclusively for the purpose of replacing an employee while he was on leave is continued in employment as a regular non-teaching school employee, within a year after his employment as a replacement is terminated, he shall, for the purposes of Section 3319.081 of the Revised Code, receive credit for his length of service with the school district during such replacement period in the following manner:
1. If employed as a replacement for less than twelve (12) months, he shall be employed under a contract valid for a period equal to twelve (12) months less the number of months employed as a replacement. At the end of such contract period, if the person is re-employed, it shall be under a two (2) year contract. Subsequent re-employment shall be pursuant to Division (b) of Section 3319.081 of the Revised Code.
  2. If employed as a replacement for twelve (12) months or more, but less than twenty-four (24) months, he shall be employed under a contract valid for a period equal to twenty-four (24) months less the number of months employed as a replacement. Subsequent re-employment shall be pursuant to Division (b) of Section 3319.081 of the Revised Code.
  3. If employed as a replacement for more than twenty-four (24) months, he shall be employed pursuant to Division (b) of Section 3319.081 of the Revised Code. For the purposes of this Section, employment during any part of a month shall count as employment during the entire month.

**ARTICLE 11: SICK LEAVE**

- A. Each full-time employee shall be entitled to fifteen (15) days of sick leave for each year worked, which shall be credited at the rate of one and one-fourth (1- $\frac{1}{4}$ ) days per month.
- B. Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to others, and for absence to illness in the employee's immediate family.

Employee's immediate family for this Article shall include spouse, children, step-children, father, mother, mother-in-law, father-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, aunt, uncle or other persons who have assumed similar positions regardless of residence, brother, sister, brother-in-law, sister-in-law, and grandparents of spouse. Additional requests may be submitted to the Superintendent for approval. The Superintendents decision is final and is not grievable.

Unused sick leave shall be cumulative to three hundred twenty (320) days.

- C. Any accumulated sick leave of an employee may be transferred in accordance with Ohio Revised Code Section 3319.141.
- D. Each regularly scheduled part-time employee shall accumulate sick leave hours on a pro rata basis. (i.e. a half-time employee shall earn five-eighths (5/8) sick days per month.)
- E. If sick leave is taken in excess of four (4) consecutive days, the Board may request a signed doctor's statement to justify the use of sick leave.
- F. Any full-time employee that does not use any sick or personal leave days during a school calendar year, which is defined as the Board adopted school calendar, will be eligible for the following: (1) members who are absent for zero (0) days during the first semester of the school year, start of school to December 31, shall receive one-time their daily base rate pay; members who are absent for zero (0) days during the second semester of the school year January 1 to the last day of school, shall receive two-times their daily base rate of pay; members who are absent for one (1) day during the second semester of the school year shall receive one-time their daily base rate of pay.
- G. Missing any part of a day counts as an absence, unless prior approval is given by the Superintendent for the purposes of a medical emergency or to watch their child in an in-district school related performance. Sick leave may be taken in 1/2 day increments.
- H. Payments shall be made at the end of each semester in which it is earned.

## **ARTICLE 12: PERSONAL LEAVE**

- A. Each bargaining unit employee shall be entitled to three (3) personal leave days of absence, with pay, each school year, due to personal reasons, which days shall not be deducted from earned sick leave, subject to the approval of the Superintendent or his/her designee.
- B. If possible, personal leave days shall be requested twenty-four (24) hours in advance.
- C. Personal leave is subject to the availability of substitutes and the approval of the supervisor. Such approval shall not be unreasonably denied.
- D. The following are examples of incidents which do not constitute valid reasons for the use of three (3) unrestricted personal leave days:
  - 1. Gainful employment.
  - 2. Making application for employment elsewhere.

3. Extension of vacation or holidays.
  4. Association related activities within or outside the school district.
  5. Last scheduled work day of school year.
- E. When an employee is absent for any personal leave, a report of such absence, signed by the employee, shall be filed with the supervisor within three (3) days following the return to work. Such report shall contain certification by the employee that the absence was not for one of the reasons enumerated above. The filing of a false statement may be grounds for disciplinary action in such form and manner as the Board may deem advisable.
- F. If either of the three (3) personal leave days are not used, then such shall be converted to sick leave.
- G. Personal Leave may be taken in ½ day increments.

**ARTICLE 13: ASSOCIATION LEAVE**

- A. The Board agrees to permit two (2) duly elected delegates to attend three (3) days of the OAPSE Annual Conference. Such leave will be with pay. The delegate must submit his/her request in writing at least two (2) weeks in advance.

**ARTICLE 14: ASSAULT LEAVE**

- A. In the event a covered employee is required to take a leave because of injuries received in a work-connected assault, he/she shall be entitled to those benefits applicable under the Bureau of Workers' Compensation.
- B. In order to qualify for such Workers' compensation benefits, the employee must meet the requirements set forth by the Bureau of Workers' Compensation.
- C. Whenever a covered employee is absent from employment as a result of the assault sustained in the course of his/her employment, he/she will be paid his/her full salary for the period of his/her absence for up to fifteen (15) days, less the amount of Workers' Compensation award for disability due to said injury. No part of such absence will be charged to his/her annual or accumulated sick leave unless the employee chooses to use sick leave. Limit of assault leave will be fifteen (15) days. Employees cannot draw Workers' Compensation and sick leave for same period of time for missed work.

**ARTICLE 15: EMPLOYEE EVALUATION**

- A. An annual evaluation form made out by the employee's supervisor on any employee's work shall be examined by the employee and initiated by him to being placed in his file.
- B. An employee may write his comments on any evaluation form examined by him.
- C. An employee may request to see, during reasonable business hours, and will be permitted to examine his/her personnel file, as long as the employee does not remove any article from the file.

**ARTICLE 16: CALAMITY DAY**

- A. All employees shall be paid their appropriate rate of pay for all days or part of a day when they are required to work on a calamity day, declared by the Superintendent of schools and within the limit provided by law, shall receive additional pay equal to their hourly rate times the number of hours worked. Employees who are required to work will work a minimum of two (2) hours.

**ARTICLE 17: MILEAGE**

- A. Any covered employee authorized to use his/her personal vehicle in the performance of their duties shall be reimbursed at the IRS rate per mile for actual travel distance. Such requests for reimbursement must be submitted at least once per month on the form provided. In the event that the rate per mile is changed for any employee or group of employees in the District, this policy will be amended to said change. The employee's signature on the mileage reimbursement form attests that they have valid insurance required by Ohio Law on their vehicle. An employee shall not be required to utilize his/her personal vehicle to haul material and/or supplies.

**ARTICLE 18: LAYOFF AND RECALL**

- A. If it becomes necessary to reduce the number of employees in a job classification due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such layoff:
- B. The number of persons affected by a reduction in force will be kept to a minimum by not employing replacement, insofar as practicable, for employees who retire or resign or whose contracts are not renewed. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.
- C. Whenever it becomes necessary to lay off employees by reasons as stated above, effected employees shall be laid off according to seniority within the classification, with the least senior employee laid off first. Seniority shall be defined as the uninterrupted length of continuous service with the Board of Education in a particular job classification

computed from the latest date of hire or appointment to their present classification. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, the person's social security number shall be the tie breaker. The last digit will break the tie with 0 being low and 9 high, the high number will be placed as senior. If the last number is tied, then the next to last number will be used, and so on until the tie is broken.

- D. The following classifications shall be used for the purpose of defining classification seniority in the event of layoff:

Bus Drivers	Cafeteria Personnel
Custodial Personnel	Maintenance Personnel
Educational Aides	Secretaries
Bus Mechanics	

- E. The Board of Education shall determine in which classifications the layoff should occur and the number of employees to be laid off.
- F. Recall shall first occur within the effected classification before recall to employees laid off from other classifications. An employee whose name appears on the layoff list shall be offered re-employment when a position becomes available for which he or she is qualified. Employees shall be offered re-employment to positions for which they are qualified in the order of seniority at the time of layoff. However, it may be necessary to hire some replacements for some positions if other employees in the System do not possess the qualifications for the position.
- G. Employees on layoff shall be responsible for keeping the Board informed as to their current address and employment status. Notifications for re-employment by the Board shall be by registered or certified letter to such current address as is available. The failure of said employee to accept the offer of re-employment within seven (7) calendar days of the receipt date will be considered as a rejection of that offer, and thus will authorize the removal of that employee from the layoff list.
- H. The employee's name shall remain on the layoff list for a period of twenty-four (24) months from the effective date of layoff.

#### **ARTICLE 19: BID PROCEDURE**

- A. When a vacancy occurs in a classification covered under this Agreement, the Superintendent shall cause to be posted a notice of such vacancy. Such notice shall be conspicuously posted for a period of not less than five (5) working days. Vacancies shall be filled on the basis of experience, length of service, and other relevant factors. Whether a vacancy exists will be at the sole discretion of the Superintendent and/or Board of Education.

1. The vacant position shall first be offered to the most qualified senior bidder within the classification of the position. The vacant position posted will include location, months worked, and duties available at the appropriate supervisor's office.
2. If the position is not filled by an employee within the classification, it shall be offered to the most qualified senior bidding employee within the bargaining unit. In this instance, the seniority date shall be determined by the employee's last date of hire by the Board of Education.
3. If an employee is not selected through the above process, the Board may fill the position with a newly employed person.
4. Employees bidding into a new position may request to return to their previous position within five (5) working days of the new assignment. The Superintendent may place employees in their previous position within ten (10) working days at his/her discretion. The employee's previous position will not be posted until ten (10) working days have lapsed.

#### **ARTICLE 20: WORK WEEK AND OVERTIME**

- A. The basic work week shall be Monday through Friday. The hours of work for each classification will be determined by the Administration.
- B. All hours worked in excess of forty (40) in the work week will be compensated at one and one-half (1-1/2) times the employee's hourly rate of pay of the job they are performing when the overtime occurs. All hours worked and approved by the administration on a holiday will be compensated at time and one half (1 1/2) for all hours actually worked on a holiday in addition to their holiday pay as a holiday premium. To receive this premium of pay at time and one half (1 1/2) the employee must have worked their last scheduled work days before and after the holiday, holidays are listed in Article 23.
- C. A voluntary overtime list will be established by the first day of classes each school year for out of location overtime, except in case of an issue that requires immediate action, as determined by the Superintendent or designee.
- D. Overtime shall be offered to employees on a rotation basis recognizing location and seniority as equitably as possible. If an employee within a job location declines overtime, it shall be offered to the next senior employee within the job classification at that location that the overtime is needed on a rotation basis.
- E. Employees shall be awarded overtime first within their own job location, before it is offered to an employee from another location on the voluntary overtime list (Section C), as long as it doesn't conflict with his/her regular duties.

- F. If the need still exists, the employer can exhaust other options in filling the need for overtime.
- G. Where there are allegations of errors in the distribution of overtime opportunities, the Board will be given the opportunity to correct the alleged error by granting the next opportunity for overtime to the employee who has not received equal overtime.
- H. Bus drivers shall receive one (1) extra day of pay for cleaning their buses during the summer. Buses will be inspected by the Transportation Supervisor prior to State inspection.

**ARTICLE 21: SEVERANCE PAY**

- A. Any covered employee who retires from the Dawson-Bryant School District shall, at the time of retirement, be entitled to severance pay. "Retirement" shall be defined to mean actual retirement under the State Employees Retirement System.
- B. The Board shall then pay under the applicable provisions of the Ohio Revised Code for accumulated sick leave for up to twenty-five percent (25%) of the employee's accumulated sick leave, with a maximum of eighty one (81) days of severance pay to be paid at the time of retirement at the employee's current rate of pay.

**ARTICLE 22: VACATION**

- A. Full-time hourly rate and per diem employees, after service of one (1) year with the Board, shall be entitled, during each year thereafter while continuing in the employ of the Board, to vacation leave with full pay for a minimum of one (1) calendar week, excluding legal holidays. Employees continuing in the employ of the Board for two (2) through six (6) years of service shall be entitled to vacation leave with full pay for a minimum of two (2) calendar weeks, excluding legal holidays. Employees continuing in the employ of the Board for seven (7) through twelve (12) years of service shall be entitled to vacation leave with full pay for a minimum of three (3) calendar weeks, excluding legal holidays. Employees continuing in the employ of the Board thirteen (13) or more years of service shall be entitled to vacation leave with full pay for a minimum of four (4) calendar weeks, excluding holidays.
- B. The summer after the employee earns a minimum of four (4) calendar weeks of vacation, the full-time bargaining unit member is eligible to request to the Superintendent to be compensated for up to eight (8) days of vacation leave at his/her per diem rate. If the Superintendent grants the request, those days approved would be subtracted from the total vacation days accumulated, and the employee would work those approved days. The Superintendent's decision is not grievable. Bargaining unit employees shall be permitted to carryover two (2) years worth vacation from year to year.

- C. In case of the death of a non-teaching school employee, any accrued vacation leave and the prorated portion for the current year shall be paid in accordance with Section 2113.04 of the Revised Code, or to his estate.
- D. Vacation leave will normally be taken during the year within which it was earned.
- E. For the purposes of this Section, a full-time employee is a person who is in service for not less than eleven (11) months in each calendar year.
- F. Twelve (12) month employees may be eligible for vacation time when school is not scheduled to be in session. All vacation requests must be approved by the Supervisor or Superintendent.
- G. Nine (9) month employees, who transfer into full-time employment as described in Section E, will be able to transfer years of credit as it pertains to vacation eligibility into that full-time position if that employee has actually worked a total of two hundred thirty-five (235) days per year in that nine month position. Prior to signing this agreement the Superintendent will have the authority to grandfather employees who qualify for years of credit.

**ARTICLE 23: HOLIDAYS**

- A. Notwithstanding Section 3319.087 of the Revised Code, all regular non-teaching school employees employed on an eleven (11) or twelve (12) month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided each such employee accrued earnings on his next preceding and his next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Days (2), Christmas Day, Christmas Eve, and Good Friday of each year.

If both Christmas and Christmas Eve fall on the weekend, take Friday and Monday off. If Christmas Day falls on the weekend, take Christmas Eve off on the preceding Friday and Monday off to account for Christmas Day. If both Christmas Day and Christmas Eve fall on the weekday, take those days off.

- B. All regular non-teaching school employees employed on a nine (9) or ten (10) month basis, whether salaried or compensated on an hourly or per diem basis, are entitled to a minimum of the following holidays for which they shall be paid their regular salary or their regular rate of pay, provided each such employee accrued earnings on his next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of those days: New Year's Day, Martin Luther King Day, Memorial Day, Good Friday, Labor Day, Thanksgiving Days (2), and Christmas Eve, Christmas Day of each year.

- C. Regular non-teaching school employees employed less than nine (9) months shall be entitled to a minimum of those holidays enumerated in this Section which fall during the employee's time of employment. When an employee is required by his responsible administrative superior to work on any of the paid holidays, he shall be granted compensatory time off for which he shall be paid his regular salary or at his regular rate of pay.
- D. For purposes of determining whether a person who is not in the employ of the Board of Education on Labor Day is in compliance with the requirement of this Section that states that in order for a non-teaching employee to be eligible for Labor Day holiday pay he must have accrued earnings on the scheduled work day immediately preceding Labor Day or have been excused from attendance at work on that day, a Board of Education shall count the employee's last scheduled work day of his preceding period of employment as his last scheduled day of employment for purposes of this requirement.

#### **ARTICLE 24: INSURANCE**

- A. The Board shall make available to full-time bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board shall pay 79% of the premiums, for full-time non-probationary bargaining unit members for a family plan and 80% of the premiums for a single plan for full-time non-probationary bargaining unit members. The Board may make available as an option a high deductible plan in combination with an Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA).
- B. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.
- C. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.
- D. Any change in benefits or coverage as a result of a change in insurance carriers or to self-insurance shall be reviewed by representatives of the bargaining unit to insure

compliance with this Article. The bargaining unit reserves the right to utilize the established grievance procedure or other legal processes, as it deems necessary to insure compliance.

- E. The Board will provide a group term life insurance policy \$30,000. As in the past, this policy will continue, provided it is available and its cost doesn't exceed \$.30 per \$1,000.
- F. The Dawson-Bryant Board of Education and OAPSE Chapter #029 agree that the Board shall provide dental and vision coverage to all bargaining unit employees 100% paid by Employer with no cost to the employees. Enrollment will be available only during the open enrollment period.
- G. Health Insurance Incentive Program
  - 1. Bargaining unit members who will be eligible for this program will be: Members who are enrolled in the insurance program as of January 1, 2007 and continue to be eligible for medical insurance and all new members who are eligible for the insurance program and are employed after January 1, 2007.
  - 2. Each member must notify Dawson-Bryant Local School District in writing of his/her intent to opt-out of the insurance program.
  - 3. Each member opting out of the program must remain out of the program for the entire period of time for twelve (12) month of the following year and must be actively employed by the Dawson-Bryant Local School District to be eligible for reimbursement.
  - 4. Persons who are eligible for this program and who are enrolled or eligible in the family coverage or new employees eligible for family coverage opting-out shall be reimbursed \$1,020.00 annually.
  - 5. Persons who are eligible for this program and who are enrolled or eligible for single coverage or new employees eligible for single coverage opting out shall be reimbursed \$1,020.00 annually.
  - 6. A participant in the program will be reimbursed only under 4 or 5 above.
  - 7. Each eligible member opting-out of the School District-approved insurance program shall be reimbursed the second pay in the thirteenth month after the election opt out.
  - 8. Any bargaining unit member who elected to opt-out of the School District approved insurance program who involuntarily loses other insurance coverage through unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the School District -approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the School District not later than the third Monday of

the month following a qualifying event will become effective subject to the provisions of the contract with the carrier.

9. Any bargaining unit member who elected to opt-out of the School District approved insurance program may enroll in the program beginning with the open enrollment period of each year. For enrollment in the open enrollment period, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.
10. A bargaining unit member who opted-out of the insurance program and who re-enrolls under sub-section 9 shall be paid by the School District all insurance incentive monies for that opted-out year on a pro-rated basis.

#### **ARTICLE 25: EXTRA BUS TRIPS**

- A. All drivers shall be paid for all hours spent on extra trips at the rate of \$14.00 per hour for **2013-2014, \$14.25** per hour for 2014-2015, and \$14.50 per hour for 2015-2016. The minimum compensation for any extra trip shall be \$50.00.
- B. For extra trips lasting more than five (5) hours in duration, the driver will be provided a \$12.00 meal allowance provided the driver is not given a free meal by the restaurant.
- C. In the assignment of extra trips, a seniority rotation list policy shall be followed. The next Extra Trip will be given to the next senior driver on a rotation basis.
- D. Whenever possible, extra trips shall be assigned five (5) days in advance and shall be awarded on a rotated basis from the seniority rotation list.
- E. A regular driver shall have the option of either taking his regularly assigned route or an extra trip in the event of a conflict.
- F. When possible, no substitutes shall be used on extra trips until the rotation has been exhausted.
- G. There shall be two (2) sign-up periods for the rotation list, the first week of school in the fall, and the first week of school after the Christmas break.
- H. If a driver does not desire extra trips, he shall have the option of withdrawing his name from the rotation list. However, if the driver remains on the list, there shall be no trading of positions on the list.
- I. Drivers taking extra trips that require the employment of a substitute will receive regular pay plus pay in accordance with Article XXV and will be deducted the board cost of a substitute calculated on a full or half day basis.

- J. A trip rejected after being assigned shall be cause for the driver who was first assigned the trip to be skipped until their name comes up on the next rotation list sequence. If this trip is rejected with less than one (1) calendar day notice, the Transportation Supervisor shall assign the trip by following the rotation list if possible. This assigned trip shall not cause the driver's name to be skipped when their name comes up on the rotation list sequence.
- K. The Employer agrees to maintain two (2) rotation lists. One list shall be those drivers who desire to take extra runs and the second list shall be the Short Notice or Emergency List.
- L. The first list (Extra trip list) is a list of interested drivers who desire to take extra trips. If no full-time driver expresses interest in an extra trip, the employer can exhaust other options in filling the need for the extra trip. If a need still exists, a drafting process of full-time drivers will take place as follows: begin with the full-time driver with the least seniority and moving through all drivers by seniority starting from least to most. If a drafting process is used, it will be done on a rotation basis.
- M. The second list (Short Notice and Emergency List) shall be those drivers who desire to take trips that are rejected by the originally designated driver less than twenty-four (24) hours before the trip, or for trips where there is less than notice. If no driver on this list takes the trip, then the Transportation Supervisor may assign the trip to any driver.

However, in an emergency situation, where the Transportation Supervisor does not have time to follow the list or where all drivers on the list have refused then he can assign the trip to any driver.

#### **ARTICLE 26: LABOR - MANAGEMENT COMMITTEE**

- A. The Board or its designated representative and the Association or its representative agree to meet and discuss with the other concerning issues other than those included in this Agreement, and to discuss health insurance.
- B. Such meetings will be held quarterly. Advance request shall be made at least ten (10) days before a proposed meeting date, along with the request shall be attached the agenda of items to be discussed. All meetings shall be held at agreed-to times and places and shall not exceed two (2) hours unless both parties agree to extend the meeting time.

#### **ARTICLE 27: ADMINISTRATIVE MEETINGS**

- A. The Board agrees that all employees required to attend any meeting requested by the Administration, held other than the employee's regularly scheduled work hours, shall be

with pay at the applicable rate, excluding meetings initiated through the Grievance Procedure or Disciplinary Article.

**ARTICLE 28: REPORT PAY**

- A. In the event an employee is called-out to work other than his scheduled hours, he/she shall be paid at least two (2) hours pay at the applicable rate of pay, except for normal checking of heating and air conditioning (HVAC) on weekends, or extra bus trips.

**ARTICLE 29: BARGAINING UNIT WORK**

- A. A non-bargaining unit employee shall not do bargaining work in order to displace an existing bargaining unit employee.
- B. Layoff or job abolishment due to lack of work or lack of funds and fill-ins due to unexpected short-term absences shall not be considered displacement in the application of this Article. Short-term absences are defined as less than thirty (30) days with the exception of disability or F.M.L.A. Leave.

**ARTICLE 30: PHYSICAL EXAMINATIONS**

- A. The Board agrees that, if any employee is required by the Board to have a physical examination, the Board of Education will pay full cost of such examination.
- B. The physician must be approved by the Board of Education.
- C. The Board agrees to pay for those examinations or tests necessary or required, that are not paid by the County Board or other insurance, that are job-related, the employee agrees to sign a release to allow the doctor to provide the Board a copy of the physical. This copy is not public information.
- D. The Board agrees to pay for aide's certificates required by the Board, in addition to those already paid for by the Board.

**ARTICLE 31: WAGES**

- A. The Dawson-Bryant Board of Education and OAPSE Chapter #029 agree to increase the rates for each classification as contained in Appendix A. The Board will grant each

bargaining unit member a thirty cents (30¢) an hour increase across the board increase for the 2013-2014 and 2014-2015 school year and agree to 30¢ an hour across the board for wages for 2015-2016 school years. Red-circled employees shall receive a one-time lump sum payment equal to the hourly wage increase which will be paid ½ on the first pay in December and the second ½ will be paid on the last pay of the school year.

- B. Member salaries shall be paid in twenty-six (26) equal installments, except in the event when twenty-seven (27) equal installments are needed to insure payment of every two weeks. Notification to members of this exception will take place during the summer before action is taken.
- C. Delete the position of cook and place all cafeteria employees on the Cafeteria Personnel Pay rates according to years of service. All Secretaries will be placed on the current salary schedule for 12 month secretaries, with anyone whose current compensation is greater than the rate on the salary schedule, will be red-circled until they reach the rate they are currently being paid.
- D. When Bus Drivers are working overtime, they will be paid the rate of the job they are performing when the overtime occurs.
- E. Upon signing this Collective Bargaining Agreement all employees will be paid by direct deposit.

## **ARTICLE 32: DRUG TESTING**

### **A. Introduction.**

The goal and intent of this Article is the rehabilitation and assistance of those first-time offenders who have drug problems. However, action taken against a Bargaining Unit member shall be determined by individual circumstances of each case and disciplinary action up to and including termination if possible. The following procedures apply to all bargaining unit members except those whose work assignment requires a Commercial Drivers License.

### **B. Authority of Testing.**

Only the Superintendent or his designee acting in his absence may order a drug test.

### **C. When the Administration has reasonable suspicion to believe that:**

1. An employee is being affected by the use of alcohol; or
2. Has abused prescribed drugs; or
3. Has used illegal drugs,

The school administration shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The school administration may also require the employee to randomly submit to alcohol or drug testing.

D. Testing Procedure.

Detailed testing procedures shall be developed by the Superintendent to;

1. Positively identify Bargaining Unit member prior to testing;
2. Provide for Bargaining Unit member privacy and security of samples;
3. Establish if a Bargaining Unit member is taking any drug legitimately under medical supervision; and
4. Develop a two-step test. Both urine and blood samples shall be drawn. Any specimen testing positive in the urinalysis shall be subject to confirmation by blood test. No notification shall be given of initial positive tests until the confirmation blood test has been completed and is positive. At the time the samples are drawn, a second set of samples shall be retained for six (6) months to allow for further testing in the event of a dispute.

E. Testing Agent.

The Laboratory selected to conduct the analysis will be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency.

F. Bargaining Unit members will be given one (1) opportunity for rehabilitative program. A Bargaining Unit member can nullify his rights by failing to participate in such a program. No Bargaining Unit member shall be discharged who abuses alcohol or drugs without the opportunity to participate in rehabilitation, unless they commit a serious violation of policy or law that would normally have discharged as a penalty.

1. Bargaining unit members entered into rehabilitation programs shall be permitted to use any sick or vacation leave to their credit.
2. Any Bargaining unit member who has exhausted his sick and vacation leave shall be granted unpaid leave to participate in rehabilitation programs.

G. All tests on Bargaining Unit members will be administered to assure privacy and confidentiality.

H. All members whose work assignment requires a Commercial Drivers License shall be covered by the Alcohol and Controlled Substance Policy and procedures adopted by the Lawrence County Educational Service Center and the Dawson-Bryant Board of Education.

**ARTICLE 33: JURY DUTY**

- A. Bargaining unit members called for or required to serve jury duty shall be approved for leave for the number of days or partial days needed to accept jury duty. Such leave will not be deducted from any of the employee's leave accumulations. Said members shall notify the Superintendent immediately upon being chosen for jury duty and advise the Superintendent as to an estimated number of days that said member will be absent.
- B. Upon submission of proof of jury service, the member shall be paid the difference between his/her jury pay and his/her regular salary for the number of days involved.
- C. Employees dismissed early shall return to work and report to the supervisor or the Superintendent.

**ARTICLE 34: SICK LEAVE TRANSFER**

- A. Employees who have exhausted all available sick leave, including personal leave, shall be eligible to receive sick leave transfer during periods of catastrophic illness.
- B. For purposes of this Article, employees who desire to participate in this leave transfer shall notify the Association President or his/her designee by August 30 of each school year.
- C. The Association President shall be responsible for presenting to the Superintendent or his/her designee properly signed forms transferring sick leave as sick leave transfer is granted.
- D. After notification by said employee of his/her desire to participate, the employee's accrued sick leave balance shall have five (5) days deducted when approved by the Superintendent on a prorated basis when needed for use by the recipient bargaining unit member.
- E. The Superintendent shall grant or deny the requested transfer at his/her discretion.
- F. The recipient's daily base rate of pay shall be used to calculate payment under this transfer article.
- G. Also, employees shall not receive in excess of twenty-five (25) days of transferred leave during any given school year.
- H. Employees who are approved for sick leave transfer do not lose incentive pay as defined in Article 11: Sick Leave, Section G and Section H of the Collective Bargaining Agreement.

**ARTICLE 35: MISCELLANEOUS**

**SECONDARY CLASSIFIED POSITIONS**

- A. An employee whose regular scheduled position is less than an eight (8) hour per day position may be eligible for a secondary position in another classification.

GUIDELINES

- A. The combined hours of the primary and secondary positions may not be regularly scheduled for more than forty (40) hours per week.
- B. To keep his/her Board paid benefits, an employee who is hired for a secondary position must retain his/her primary contract position with the Board.
- C. An employee hired for a secondary position will not gain personal, vacation, or sick leave days while employed in said position.

POSITIONS

- A. Positions such as aides, cooks, etc. will be based on the educational and/or skill levels that these positions require and that those employees bidding possess. The administration reserves the right to determine the qualification level of bidders.

All part-time secondary positions will be offered to current qualified employees first before they are offered to non-employees.

- B. The Board of Education does agree to fully compensate employees for expenses for fingerprinting and drug testing for C.D.L. purposes.
- C. The Board of Education does agree to designate three (3) custodial staff members in the school district as HVAC certified technician, who will also be qualified as having a boiler certification, and by 2009 will be directed by the Superintendent of Schools to receive additional training mandated by the State of Ohio. As a result of this training the Board agrees to compensate two (2) primary custodians, as designated by the Superintendent, at a supplemental rate of five hundred dollars (\$500.00) per semester. The Superintendent will designate one (1) secondary custodian to perform these duties in the absence of the primary at a supplemental rate of two hundred and fifty dollars (\$250.00) per semester. These rates will be in effect for the 2007-2008 and 2008-2009 school years.

Further, the Board agrees that when these three (3) employees pass the requirements for additional training mandated by the State of Ohio, the primary custodians will receive seven hundred fifty dollars (\$750) per semester and the secondary custodian will receive three hundred seventy-five dollars (\$375) per semester. If qualifications are met, this provision will take place for the 2009-2010 school year.

**ARTICLE 36: EMPLOYMENT OF RETIREES**

- A. The Dawson-Bryant Local School District Board of Education defines a retiree as a classified staff member who has retired through the State Employees Retirement System and is receiving monthly stipend from said retirement system.
1. This Article specifically waives the contract sequences and rights for non-teaching employees under ORC 3319.081.
    - a. All contracts with retirees shall be for up to one (1) year only.
    - b. Retirees will not receive a notice of non-renewal of their contract on an annual basis. Retirees will reapply for employment each year.
  2. Retirees will be laid off or reduced in force prior to any other regular full-time employee in the classification. The benefits of Article 18 do not apply to retirees.
  3. Retirees will earn sick leave under Article 11 – Sick Leave, but have no rights to transfer in sick leave under ORC 3319.141 or accumulate more than 30 days of sick leave. Retirees shall be entitled to personal leave under Article 12.
  4. Retirees who are employed shall not be eligible for hospital, surgical, prescription, major medical benefits provided under Article 24 of the collective bargaining agreement. The retiree will be required to obtain insurance through SERS. If SERS mandates that the Dawson-Bryant Board of Education provide the insurance, the insurance will be provided by the District as it would for any employee under a single plan only.
  5. Retirees accumulate no seniority for the purposes of bidding on positions and are not able to grieve the failure to be awarded a bid in another position for which they were employed. However, upon re-employment, the Superintendent of Schools shall have sole discretion to place the retiree in the appropriate classification and specific job assignment, which in his/her judgment is in the best interest of the school district.
  6. A newly employed retiree shall be placed by the Superintendent of Schools in the job classification at Step 5 of the salary of the current contract and remain there for the duration of their employment.
  7. Retirement from the Dawson-Bryant Local Schools shall constitute a break in employment.
  8. Re-employed retirees may be employed for a one-year limited contract. A retiree shall not be eligible for a continuing contract as provided by ORC Section 3319.081. A retiree's contract shall expire at the end of its term without Board action to non-renew under ORC Section 3319. If employed in consecutive years, they will not qualify for a continuing contract or multi-year contract.
  9. Such retiree is not eligible to receive an additional severance payment upon leaving employment with the District, nor will he or she accrue seniority.

10. Subject to the provision in this article, the retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits under the OAPSE contract.
11. If any state adopted legislation would adversely affect this article the parties will meet to discuss alternatives.
12. This Article does not confer on any bargaining unit member the right to re-employment with the School District once they have retired. Further, this Article supersedes all pertinent sections of the Ohio Revised code as to employment of non-teaching positions unless made a part of this Agreement. This article is not grievable under Article 7 – Grievance Procedure of this agreement.

**ARTICLE 37: TERMINATION/DURATION**

- A. This Agreement constitutes the entire contract between the Board and the Association and settles all demands and issues with respect to all matters subject to collective bargaining and eliminates all past practices unless made a written part of this Agreement. Therefore, the Board and the Association, for the duration of this Agreement waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein.
- B. This Agreement shall become effective as of August 1, 2013, except as otherwise indicated herein, and shall remain in effect up to and including July 31, 2016, and shall automatically renew itself from year to year thereafter unless written notice to terminate or amend this Agreement is given by either party to other at least sixty (60) days prior to July 31, 2016, or prior to the date of the expiration of any annual renewal thereof. The Board will re-open the agreement for wages and insurance for the 2014-2015 and 2015-2016 school years.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL #029: DISTRICT BOARD OF EDUCATION:

Karen Bailey 10/2/13  
Karen Bailey, Field Representative  
OAPSE

George York  
George York, Superintendent  
Dawson-Bryant Local School District

Kuanne Baxtram  
Local #029 President  
Dawson-Bryant Local School District

James Beals  
Board President

Local #029 Secretary  
Dawson-Bryant Local School District

Bradley D. Melle  
Board Treasurer

William Boyd  
Negotiation Committee Member

Jamie Murphy  
Board Member

Janette Sucke  
Negotiation Committee Member

Quinn G. Hammond  
Board Member

Rockeal Kelly  
Negotiation Committee Member

Sadie Melroy  
Board Member

M. J. White  
Negotiation Committee Member

DeAnna Belliday  
Board Member

**APPROVED AS TO FORM:**

Daniel P. Ruggiero  
Daniel P. Ruggiero, General Counsel  
Cross Management Consulting Services, Inc.

**APPROVED AS TO CONTENT**

Robert W. Cross 9/26/13  
Robert W. Cross, President  
Cross Management Consulting Services, Inc.

**APPENDIX A****Educational Aides (7 hours) – 188 days**

<b>Steps</b>	<b>Current</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
0	\$12.98	\$13.28	\$13.58	\$13.88
1	\$13.06	\$13.36	\$13.66	\$13.96
2	\$13.19	\$13.49	\$13.79	\$14.09
3	\$13.29	\$13.59	\$13.89	\$14.19
4	\$13.41	\$13.71	\$14.01	\$14.31
5-9	\$13.52	\$13.82	\$14.12	\$14.42
10-14	\$13.74	\$14.04	\$14.34	\$14.64
15-19	\$13.97	\$14.27	\$14.57	\$14.87
20-24	\$14.20	\$14.50	\$14.80	\$15.10
25-30	\$14.44	\$14.74	\$15.04	\$15.34

**Cafeteria Personnel (6 hours) – 188 days**

<b>Steps</b>	<b>Current</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
0	\$14.66	\$14.96	\$15.26	\$15.56
1	\$14.79	\$15.09	\$15.39	\$15.69
2	\$14.93	\$15.23	\$15.53	\$15.83
3	\$15.10	\$15.40	\$15.70	\$16.00
4	\$15.22	\$15.52	\$15.82	\$16.12
5-9	\$15.34	\$15.64	\$15.94	\$16.24
10-14	\$15.59	\$15.89	\$16.19	\$16.49
15-19	\$15.85	\$16.15	\$16.45	\$16.75
20-24	\$16.11	\$16.41	\$16.71	\$17.01
25-30	\$16.37	\$16.67	\$16.97	\$17.27

**9-Month Custodians (8 hours) – 198 days**

<b>Steps</b>	<b>Current</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
0	\$14.39	\$14.69	\$14.99	\$15.29
1	\$14.55	\$14.85	\$15.15	\$15.45
2	\$14.67	\$14.97	\$15.27	\$15.57
3	\$14.79	\$15.09	\$15.39	\$15.69
4	\$14.95	\$15.25	\$15.55	\$15.85
5-9	\$15.06	\$15.36	\$15.66	\$15.96
10-14	\$15.31	\$15.61	\$15.91	\$16.21
15-19	\$15.59	\$15.89	\$16.19	\$16.49
20-24	\$15.85	\$16.15	\$16.45	\$16.75
25-30	\$16.12	\$16.42	\$16.72	\$17.02

**12-Month Custodians (8 hours) – 260 days**

<b>Steps</b>	<b>Current</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>
0	\$13.21	\$13.51	\$13.81	\$14.11
1	\$13.40	\$13.70	\$14.00	\$14.30
2	\$13.60	\$13.90	\$14.20	\$14.50
3	\$13.77	\$14.07	\$14.37	\$14.67
4	\$14.00	\$14.30	\$14.60	\$14.90
5-9	\$14.18	\$14.48	\$14.78	\$15.08
10-14	\$14.44	\$14.74	\$15.04	\$15.34
15-19	\$14.72	\$15.02	\$15.32	\$15.62
20-24	\$15.01	\$15.31	\$15.61	\$15.91
25-30	\$15.29	\$15.59	\$15.89	\$16.19

**Bus Driver (4 hours) – 188 days**

<b>Steps</b>	<b>Current</b>	<b>2013-2014</b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
0	\$22.80	\$23.10	\$23.40	\$23.70
1	\$23.01	\$23.31	\$23.61	\$23.91
2	\$23.25	\$23.55	\$23.84	\$24.15
3	\$23.44	\$ 23.74	\$24.04	\$24.34
4	\$23.66	\$23.96	\$24.26	\$24.56
5-9	\$23.84	\$24.14	\$24.44	\$24.74
10-14	\$24.24	\$24.54	\$24.84	\$25.14
15-19	\$24.64	\$24.94	\$25.24	\$25.54
20-24	\$25.05	\$25.35	\$26.65	\$25.95
25-30	\$25.47	\$25.77	\$26.07	\$26.37

**Secretary**

<b>Steps</b>	<b>Current</b>	<b>2013-2014</b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
0	\$12.68	\$12.98	\$13.28	\$13.58
1	\$12.88	\$13.18	\$13.48	\$13.78
2	\$13.10	\$13.40	\$13.70	\$14.00
3	\$13.33	\$13.63	\$13.93	\$14.23
4	\$13.51	\$13.81	\$14.11	\$14.41
5-9	\$13.72	\$14.02	\$14.32	\$14.62
10-14	\$13.98	\$14.28	\$14.58	\$14.88
15-19	\$14.24	\$14.54	\$14.84	\$15.14
20-24	\$14.52	\$14.82	\$15.12	\$15.42
25-30	\$14.79	\$15.09	\$15.39	\$15.69

**Mechanic (8 hours) - 230 days**

<b>Steps</b>	<b>Current</b>	<b>2013-2014</b>	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
0	\$17.14	\$17.44	\$17.74	\$18.04
1	\$17.64	\$17.94	\$18.24	\$18.54
2	\$18.14	\$18.44	\$18.74	\$19.04
3	\$18.64	\$18.94	\$19.24	\$19.54
4	\$19.14	\$19.44	\$19.74	\$20.04
5-9	\$19.64	\$19.94	\$20.24	\$20.54
10-14	\$20.14	\$20.44	\$20.74	\$21.04
15-19	\$20.64	\$20.94	\$21.24	\$21.54
20-24	\$21.14	\$21.44	\$21.74	\$22.04
25-30	\$21.94	\$22.24	\$22.54	\$22.84

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
COMMERCIAL DRIVER'S LICENSES**

The Board agrees to reimburse bargaining unit members the cost of the commercial driver's license every four (4) years, or as required by commercial driver requirements.

If the skill test is required, the bargaining unit member must pay the full cost for this test.

The Board agrees to assist in providing in-service training for the tests, but attendance will be voluntary, and the Board will assume no cost for materials or pay members for attending the training.

A bargaining unit member who fails to be licensed under the commercial driver requirements for school bus drivers or mechanics may be dismissed from employment. However, the affected employee shall remain on unpaid leave of absence for a period of one (1) year. The Board of Education shall not be responsible for any retirement expenses for said period.

**STATE OF OHIO  
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of:

Ohio Association of Public School Employees  
Local #029

*Employee Organization*

-and-

The Dawson-Bryant Local School District  
Board of Education

*Employer*

Case No.: 2013-MED-05-0734

**FILING OF COLLECTIVE BARGAINING AGREEMENT**

The Dawson-Bryant Local School District Board of Education, pursuant to Board Rule 4117-9-07, hereby files a copy of the Collective Bargaining Agreement entered into between the Employer and the Employee Organization in the above referenced case.



---

Robert W. Cross, Employer Representative  
Cross Management Consulting Services, Inc.  
631 7<sup>th</sup> Street  
Portsmouth, Ohio 45662  
(740) 351-0097