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

**Between**

**THE BOARD OF EDUCATION OF**

**THE SCHOOL DISTRICT OF THE**

**CITY OF DAYTON, OHIO**

**AND THE**

**OHIO ASSOCIATION**

**OF**

**PUBLIC SCHOOL EMPLOYEES**

**LOCAL 643 - PARAPROFESSIONALS**

**Effective**

**May 27, 2015**

**through**

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## **PARAPROFESSIONALS AGREEMENT**

This AGREEMENT made and entered into by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF DAYTON, OHIO (BOARD), hereinafter referred to as "EMPLOYER or BOARD" and THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (OAPSE)/AFSCME LOCAL 4, AFL-CIO and its LOCAL 643, hereinafter referred to as "UNION".

### **ARTICLE ONE - PURPOSE**

- 1.01** The purpose of this AGREEMENT is to set forth certain policies of the BOARD as such policies may affect or may be applicable to the employees of the EMPLOYER in the employee unit described in Article II, Section 2.01.
- 1.02** The UNION recognizes the SUPERINTENDENT as the individual with the responsibility under the statutes of the State of Ohio for the administration of policy as adopted by the BOARD and for the administration of the affairs of the School District of the City of Dayton, Ohio, except to the extent modified by this AGREEMENT.
- 1.03** The EMPLOYER and the UNION mutually recognize that the welfare of the children of the Dayton Public Schools is paramount in the operation of the schools and will be promoted by both parties.
- 1.04** Except to the extent expressly modified by a specific provision of this AGREEMENT, the BOARD, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Ohio and/or the United States, including but not limited to the management and control of the school properties, facilities, athletic and recreational programs, and the selection, direction, transfer, promotion or demotion, discipline or dismissal for just cause of all personnel, and as such rights existed prior to the execution of this or any other agreement. The BOARD also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the BOARD and representatives of the UNION to discuss matters of concern to either party during the term of this AGREEMENT.
- 1.05** 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 said AGREEMENT. Execution of this AGREEMENT precludes further negotiations of any issues unless otherwise mutually agreed upon by the respective parties.

## ARTICLE TWO - RECOGNITION

- 2.01** The EMPLOYER recognizes the UNION for the term of this AGREEMENT as the sole and exclusive collective bargaining representative for such purposes as may either be permitted or are not restricted under the statutes of the State of Ohio for all employees in the following described employee unit:
- All paraprofessionals, working 20 hours or more per week, employed by the EMPLOYER in the paraprofessional job classifications listed in Appendix A (or any retitling of such job classifications, or newly created paraprofessional job classifications), but excluding all other employees, administrators, professional staff members and other employees of the EMPLOYER.
- 2.02** The term "employee" or "paraprofessional" as used in this AGREEMENT shall refer only to those persons included in the employee unit.
- 2.03** It shall neither be a condition of employment nor for retaining any benefits under this agreement for any paraprofessional to either acquire or maintain membership in the UNION. Each employee is free to either join or refuse to join the UNION.
- 2.04** To the extent permitted and/or limited by law, the UNION has bargaining rights with the representatives of the EMPLOYER for all employees in the employee unit covered by this AGREEMENT on the following subjects:
- A. Wages, Fringe Benefits, and other economic items.
  - B. Hours of Work.
  - C. Terms and Conditions of Employment.
  - D. Dues Deduction
- 2.05** Persons employed as substitute paraprofessionals are not considered included in the unit described in Section 2.01 if they are employed on a temporary day-to-day basis to perform the activities of a paraprofessional who is temporarily absent, or if they are employed on an irregular or "on call" basis provided, however, a substitute paraprofessional may not be used to fill a vacancy and vacancies shall be filled within twenty (20) working days.
- 2.06** 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.

- 2.07 The UNION agrees to annually provide BOARD with a financial list of expenditures made by the UNION during its most recent fiscal year. The UNION further agrees to, within fourteen (14) days, provide the BOARD with written notice of any claim made or any action filed against the BOARD by a non-member for which indemnification may be claimed, and shall indemnify the BOARD from any cost or liability incurred as a result of the good faith implementation and enforcement of this provision.

### **ARTICLE THREE - GENERAL EMPLOYMENT PROVISIONS**

- 3.01 To the extent possible, paraprofessionals shall be informed of the probability for not being reappointed by the department designated by the SUPERINTENDENT prior to June 30. It is understood that the EMPLOYER cannot guarantee reappointment. Employees who will be reappointed will be notified of such reappointment with the current wage rate and hours of employment fourteen (14) days before commencement of school.

#### **3.02 General Provisions Regarding Employment**

- A. Any employee in a program may terminate his/her contract at any time by giving five (5) days written notice to the EMPLOYER.
- B. The contract of a person working in any program may be terminated by the EMPLOYER for layoff purposes, gross inefficiency, immorality, willful and persistent violation of reasonable rules and regulations of the EMPLOYER, for falsifying employment records, for other good and just cause, or for any other reason either permitted by law or required under the policies or regulations of the funding authority of the program.
- C. Paraprofessionals whose job assignments require permits by State Law shall acquire and keep current such permits as a condition of employment.
- D. Paraprofessionals may supervise children when the certificated employee to whom they are assigned is not physically present, with the understanding that paraprofessionals are at all times under the supervision and direction of a professional staff member (teacher) as defined in Section 3319.09, Revised Code of Ohio.
- E. Paraprofessionals are expected to maintain discipline to the same degree maintained by professional staff members (teachers).
- F. Paraprofessionals may not be used in place of or as a substitute for professional staff members (teachers) or other certificated personnel.
- G. Paraprofessionals may not engage in acts of teaching or instruction. Paraprofessionals may be used to reinforce a learning concept or skill, e.g., drill in mathematics, supervise reading group, take students to library, and other related paraprofessional duties as designated by their principal or program administrator.

- H. Paraprofessionals are permitted to assist in administering and scoring standardized tests if the teacher to whom assigned so directs.
- I. Paraprofessionals have all rights and legal protection in the performance of their official duties available to other similarly situated non-teaching employees of the EMPLOYER and the EMPLOYER shall defend and indemnify any paraprofessional performing their official duties.
- J. Paraprofessionals may not divulge personal information concerning any pupil except to the teacher to whom assigned, the school administrator in the absence of the teacher, or when required by court order or directive to testify in a court or administrative proceeding or as required by law.
- K. A paraprofessional may be assigned to two or more professional staff members (teachers) but not simultaneously. Assignments shall be clearly delineated by the appropriate administrator. Restroom breaks shall not be unreasonably denied.
- L. Paraprofessional employees may be assigned duty in supervision of students in such areas as playgrounds, cafeterias, corridors, restrooms, independent study type study halls, buses, etc. Paraprofessionals who are employed under Special Assistance Programs which limit the amount of time permitted in supervision shall not be required to perform such tasks in excess of ten percent (10%) of the time unless their Special Assistance Program specifies a different percentage restriction or contains no such restriction.
- M. Paraprofessionals designated as student supervisors are under the direction of the building principal, the central office staff, or its designee.
- N. All rules established by the EMPLOYER which are applicable to all paraprofessionals shall be in writing and shall be communicated to the paraprofessionals and to the UNION. All such rules shall be provided to the UNION in advance of the date such rules shall become effective. Nothing in this section shall preclude the BOARD, the SUPERINTENDENT or the ADMINISTRATION from adopting and/or implementing any rule or regulation applicable to a classification/unit of the employees covered by this AGREEMENT. Notwithstanding anything to the contrary in this AGREEMENT, the EMPLOYER shall not adopt any policy, rule or regulation which changes or conflicts with anything in this AGREEMENT.
- O. In the beginning of the school year, paraprofessionals will be given a job description which contains their principal duties and responsibilities. In all buildings paraprofessionals may be assigned other paraprofessional job duties after their regular duties are completed.
- P. No paraprofessional will be assigned to do Capital Goods Inventory.
- Q. Each paraprofessional will be assigned a mailbox. Assignment of the mailbox will be determined by the Building Administrator of each building. The EMPLOYER will not be required to construct additional mailboxes

where none currently exist. However, there shall be some location within the Building in which the paraprofessionals work which will be the designated location for each paraprofessional to receive mail.

- R. Paraprofessionals attending parent/teacher conferences will be presented as part of the teaching team and they will not be required to serve food or drinks, clean the room, or baby-sit non-student children who accompany parents. It is understood that paraprofessionals will receive no additional compensation for attending parent/teacher conferences, but the work week will be adjusted to accommodate the change in regular work schedule.
- S. It is one of the paraprofessional's function to toilet assist students; however, when possible male paraprofessionals will toilet assist male students and female paraprofessionals will toilet assist female students.
- T. In the event that the Employer tenders a check to a paraprofessional which is returned to the paraprofessional for insufficient funds, the Employer shall reimburse the paraprofessional for all bank charges incurred.

**3.03** The term of employment of any paraprofessional is limited to the school year of employment, unless otherwise specified in writing. Special Assistance Programs personnel cannot be hired until such programs are approved and funds available. Personnel shall not and may not give unpaid voluntary service with the promise of being hired at a later date.

**3.04** ESL positions will only be filled by those bargaining unit employees who meet the bilingual requirement.

**3.05** Substitute employees may only be used to temporarily replace a paraprofessional who is absent. A position may not be filled permanently with a substitute employee or several substitute employees.

**3.06.** Vacant after school or intersession positions shall be awarded to the most senior qualified paraprofessional available as determined by the building administrator.

**3.07** Paraprofessionals shall not be hired, assigned, interviewed or evaluated by other paraprofessionals, non-administrative personnel, or clerical secretaries.

**3.08** An employee shall have the option of having his/her grievance heard during the school year, except in a case of termination or a matter of involving accruing liability. Due process hearings on disciplinary matters shall be scheduled and heard as soon as possible.

#### **ARTICLE FOUR - SCHEDULE OF PAYROLL PAYMENTS**

**4.01** The schedule of regular payroll payments and payroll periods for employees shall be the same as for the certificated staff employed by the EMPLOYER. The EMPLOYER will solicit input from the UNION prior to establishing the school

calendar. When the certificated staff request that their pay be held up or the BOARD gives them an advancement, the paraprofessionals shall have an option to either accept or reject. Pays are to be issued on the regular scheduled paydays.

#### **ARTICLE FIVE - TRANSFER SERVICE**

- 5.01** No employee shall be involuntarily transferred from his/her assignment, during the school year, without being provided with a written statement of the reason for the change.

#### **ARTICLE SIX - PARAPROFESSIONAL RESPONSIBILITIES**

- 6.01** Paraprofessionals are expected to comply with the rules and regulations adopted by the BOARD and directives issued by the SUPERINTENDENT, with the exception that a paraprofessional may refuse to carry out any order which actually threatens his/her physical safety or well-being, as determined by objective standards, and such rules, regulations, and directives shall not change or conflict with anything in this Agreement.

#### **ARTICLE SEVEN - DISCRIMINATION AND COERCION**

- 7.01** There shall be no discrimination or intimidation by the BOARD, the SUPERINTENDENT, the ADMINISTRATION, or the UNION against any paraprofessional as a result of or because of such paraprofessional's race, color, creed, sex, national origin, handicap, age or affiliation or non-affiliation with the UNION.

#### **ARTICLE EIGHT - SCHOOL CALENDAR**

- 8.01** The school calendar for paraprofessionals shall conform to that of certificated staff, except that the length of the work year shall be dependent upon funding and needs of the District.

#### **ARTICLE NINE - PERSONNEL RECORDS**

- 9.01** Paraprofessionals are required to keep up-to-date and on file in the Personnel Services Office at all times certain personnel records. These records may include:
- A. References related to employment.
  - B. Transcript of high school and/or college credits, showing the official records of the degree or diploma granted, original or certified copy.
  - C. Record of military service.
  - D. Record of tuberculosis test or x-ray.

- E. Copy of Aide Permit if required by law.
  - F. Photograph upon request of the EMPLOYER.
- 9.02** A paraprofessional shall be informed by his/her supervisor of any complaint which is directed toward him/her by a professional staff member, parent, and/or student.
- 9.03** The EMPLOYER will not place documentation in a paraprofessional's personnel file more than twenty (20) work days after knowledge of the incident.
- A. Paraprofessional shall not be disciplined without just cause. The EMPLOYER shall administer discipline consistent with the Paraprofessional Disciplinary Manual. The EMPLOYER shall document all findings of just cause for discipline.
  - B. A paraprofessional shall have the opportunity to read any material which may be considered critical of his/her conduct, service or performance before it is placed in his/her personnel file. The paraprofessional shall acknowledge that he/she has read the material by signing the copy to be filed. The signature shall not imply agreement or disagreement with the material but will be used solely for the purpose of indicating the paraprofessional has received and read the material.
  - C. He/she shall also have the opportunity to reply to such critical material in a written statement within thirty (30) days after receipt of the critical material, and such written statement shall be attached to the filed copy.
  - D. All documentation of a Paraprofessional concerning hiring, firing, reprimand, or any negative documentation shall be signed by the administrator or certificated employee submitting the documentation.
- 9.04** Anonymous letters or materials shall not be placed in a paraprofessional's file, nor shall such documents be made a matter of record, nor shall they be shared beyond a need to know basis for disposition.
- 9.05** Each paraprofessional shall have the right, upon request, to review the contents of his/her own personnel file, with the exception of Item A listed above, in the presence of a member of Personnel Services.
- 9.06** A paraprofessional shall be entitled to a copy, at his/her expense, of any material in his/her personnel file, except for confidential material supplied to the EMPLOYER prior to employment.
- 9.07** Only the file kept in Personnel Services shall be used for official actions by the EMPLOYER.

## ARTICLE TEN - PARAPROFESSIONAL EVALUATION

- 10.01** A term "evaluation" is used to describe the philosophy, criteria, and procedures by which judgments are made regarding each paraprofessional's performance. Said evaluation shall be used to show an employee's strengths and/or weaknesses and not a form of discipline, however, evaluations may be formally introduced as supportive documentation in a disciplinary hearing.
- 10.02** Evaluation of a paraprofessional's performance shall be conducted in accordance with acceptable personnel practices and in accordance with the guidelines established by Human Resources.
- A. A paraprofessional shall be fully informed by his/her principal, supervisor, or other designated administrative official as to how such evaluation shall be conducted.
  - B. New paraprofessional employees shall receive an orientation to their jobs by an administrative designee but in no case shall the designee be another paraprofessional. They will be advised that the principal or supervisor, or other designated administrative official, will observe them and critique their performance.
  - C. Observations prior to formal evaluation should be followed as soon as possible by personal discussion between the paraprofessional and those persons making the observation. The direction of such a discussion should be behavioral in approach, should include suggestions for improvements, and should be descriptive of problems requiring correction or attention.
  - D. If a critical report of an observation of a paraprofessional is made, the person making the criticism, together with the paraprofessional, shall plan for correcting the situation causing the criticism. The next observation report will, if possible, state the steps which have been taken to correct the situation causing the criticism. The paraprofessional observed may be required to state, in writing, the steps taken to correct the cause of the criticism.
  - E. Prior to completing the formal evaluation, an objective review will be made of the conditions which have influenced the effectiveness of the paraprofessional during the period for which the evaluation is to be made. Both the paraprofessional concerned and the principal, supervisor, or other designated administrative official will make this review.
  - F. Formal evaluations need not be announced, but may be conducted at least once but no more than twice each school year, as required.
  - G. All observations of a paraprofessional will be conducted openly and with full knowledge of the paraprofessional.
  - H. The written evaluation will be submitted to the paraprofessional for review during a conference and prior to its becoming a part of his/her personnel

file. During the conference, the paraprofessional will have the opportunity to review the evaluation with his/her principal, supervisor or other designated administrative official, and will be requested to sign the evaluation. The signature shall not imply agreement or disagreement with the evaluation but will be solely for the purpose of indicating the paraprofessional has received and read the evaluation. Each paraprofessional shall be given a copy of his/her evaluation. The paraprofessional may reply to any evaluation in written statement within ten (10) work days and have such reply attached to the evaluation.

- I. Evaluation shall be made utilizing such forms as may from time to time be developed by the department designated by the SUPERINTENDENT. The form shall provide the paraprofessional with an opportunity to clearly indicate whether he/she agrees or disagrees with the evaluation.
- J. Paraprofessionals shall not be hired, assigned, interviewed or evaluated by other paraprofessionals or non-administrative personnel. However, professional staff members who direct paraprofessional activities may provide input to the principal for use in the paraprofessional evaluation.

## **ARTICLE ELEVEN - PROTECTION OF PARAPROFESSIONALS**

- 11.01** All cases of physical threat or violence to paraprofessionals must be reported immediately by the paraprofessionals to the principal or program coordinator and Security Resource Officer in the building, if any. If the consensus of the paraprofessional and the principal or program coordinator and/or Security Resource Officer is that the assault is sufficiently severe, the police will be notified. A written report of all assaults on paraprofessionals will be made to the SUPERINTENDENT's designee.
- 11.02** 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 or increases the number of paid calamity days. Examples of a public calamity include: (a) tornado, (b) flood, (c) ice condition, (d) snowstorm, (e) other calamity situations as determined by the SUPERINTENDENT. A public calamity does not include any school or building closing necessitated by: (a) fire, (b) power supply interruption or reduction, (c) lack of fuel or reduction of fuel.
- 11.03** Any employees required by the EMPLOYER to work, and working during the time that the school or building in which they are employed is closed by order of the SUPERINTENDENT due to an epidemic or other public calamity as described in 11.02 above, shall be compensated at their regular salary for the day

as if worked and straight time hourly rate for all hours actually worked during such epidemic or public calamity in such building. Those employees required to work and working on days in excess of the five (5) days cited in section 11.02, 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.

- 11.04** Paraprofessionals, in cases of situations involving this article may contact proper school authorities for instructions as to work assignment. These include the building principal, the program coordinator, if so assigned, or the SUPERINTENDENT'S designee(s). If a situation involving this article arises after the paraprofessional reports to work, he/she shall follow the directions of either the School Principal or the staff administrator acting in his place or, if neither is present, the certificated professional staff member to whom the employee is assigned.
- 11.05** Any employee who reports for work during an emergency created by a riot or public disturbance in the area of the school, requiring schools to be closed to students and all other staff regularly assigned to the school, except Security Resource Officers or other security personnel, shall be compensated at straight time for all hours worked during times when their school building is closed. Employees who are assigned to a different building during such an emergency shall receive their regular rate of pay.
- 11.06** When employees report for work during a condition at their work location which jeopardizes their safety and health, the SUPERINTENDENT or his/her designee may either reassign such employees to other work locations for the remainder of that day, or discontinue their employment for that day without loss of straight time pay.
- 11.07** No paraprofessional will be required to report to a building where a clear and present danger exists, as determined by the SUPERINTENDENT.
- 11.08** Communications between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between paraprofessionals, pupils, teachers, parents, principals, program coordinators and other appropriate staff members should be pursued with respect to complaints against paraprofessionals before using the formal procedures outlined in Section 11.09. If such conferences do not lead to understanding and resolution of problems involved, the parent may pursue further action by submitting a complaint against the paraprofessional, which must be submitted in writing to the principal of the school or program coordinator. This administrator will give a copy to the paraprofessional and to the professional staff member (teacher) involved. Likewise, the paraprofessional may request, in writing, to the administrator, that a written complaint be filed or the matter shall be considered closed. The administrator will give a copy of any such request to the parent making the complaint.

- 11.09** Further action concerning the complaint of any parent against a paraprofessional will be processed according to the following procedure:
- A. If requested by the paraprofessional, a meeting involving the paraprofessional, a representative of the UNION, the principal, the program coordinator (if a Special Assistance Program), the complainant, and the teacher(s) will be arranged at a mutually convenient time to discuss the complaint.
  - B. If the complaint is unresolved, it may be appealed to the appropriate executive director, appropriate building administrator, program coordinator, or other appropriate administrator..
  - C. If it is not resolved at that level, it may be appealed to the SUPERINTENDENT or his/her designee.
  - D. In each of the steps above, a paraprofessional staff member may request and be accompanied by counsel and/or representative of the UNION. Conferences regarding such complaints will be private.
- 11.10** In the event a paraprofessional is assaulted while on duty, the EMPLOYER shall provide reasonable on-the-job protection, counsel and assistance.
- 11.11** Instruction shall be given to all new paraprofessionals concerning teacher-paraprofessional team expectations.
- 11.12** Prior to administering discipline upon paraprofessionals who are involved in confrontations with handicapped children and severe behavior handicap children the EMPLOYER shall take into consideration all of the facts including, 1) whether the confrontation occurred for the purpose of protecting the child from harming himself or herself, or 2) whether the confrontation occurred for the purpose of defending the paraprofessional or others from physical harm.

## **ARTICLE TWELVE - PAYROLL AUTHORIZATION**

- 12.01** Payroll deductions are made on each and every payday for Federal Income Tax, City Income Tax, State Income Tax, and contributions to the Retirement System. These deductions are required and cannot be waived.
- 12.02** **Retirement Contribution**
- A. As a condition for employment, each paraprofessional is required to become a contributing member of the School Employees Retirement System. Contributions are based upon total earnings at the current employee's rate as established by statute, and are withheld by the EMPLOYER for deposit to a personal account in the School Employees Retirement System.
  - B. If a paraprofessional leaves public employment in Ohio, his/her own accumulated deposits may be withdrawn after three (3) months. If he/she

has held prior public service covered by membership in the School Employees Retirement System and/or the State Teachers Retirement System and has not withdrawn his/her deposits, or if he/she leaves the employment of the EMPLOYER to accept a job in another type of public service covered by either of the above-named retirement systems, contribution to the School Employees Retirement System cannot be withdrawn.

- C. All matters regarding the School Employees Retirement System shall be in accordance with the statutes of the State of Ohio or the Rules and Regulations of the State Employees Retirement System. The sole obligation of the EMPLOYER regarding this System shall be to pay its required contributions as required by the statutes of the State of Ohio.

### **12.03 Other Payroll Deductions**

Authorization for approved payroll deductions shall be allowed for paraprofessionals. The following deductions are optional and are not required.

- A. **U.S. Savings Bond:** Application forms may be secured in the principal's office, and must be filed in the Treasurer's office at least two (2) weeks before deductions are to become effective. The deductions must be made each payday, and the amount must remain constant. Instructions on the application regarding co-ownership and beneficiary must be followed.
- B. **Washington National Insurance:** Payroll deduction for income protection insurance is available for all employees desiring such insurance.
- C. **Credit Union:** Payroll deduction for the First Day Financial Credit Union is provided for all employees eligible to participate in the Credit Union.
- D. **United Way:** Contributions are deducted from several salary payments for persons wishing payroll deductions.
- E. **Union Dues Check-Off:**
  - 1. The EMPLOYER further agrees to honor any check-off authorization executed by any paraprofessional in favor of the UNION. Dues deducted by the BOARD shall be remitted to the OAPSE State Association Treasurer monthly, together with a list showing the names of the employees and the amount deducted. Dues deductions shall be made during a period of no more than nine months during each school year.
  - 2. The ADMINISTRATION agrees not to honor any check-off authorization executed by any paraprofessional in the employee unit in favor of any labor organization or quasi-labor organization other than the UNION.
  - 3. The ADMINISTRATION agrees to notify the UNION if any paraprofessional sends notification of revocation of any check-off authorization to the EMPLOYER. The UNION agrees to notify the

EMPLOYER if it receives notification from any paraprofessional that such paraprofessional has revoked his/her check-off authorization. Unless revoked, dues deduction authorization shall be continuous. Revocation of dues deduction authorization may only be submitted the ten (10) days prior to the expiration of this Agreement.

4. The UNION agrees to indemnify and save the SUPERINTENDENT, the BOARD, and all officers, agents, and representatives of either the BOARD or the SUPERINTENDENT 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.

F. Others as designated by the employee and approved by the EMPLOYER.

**12.04** Direct deposit of payroll is available to all employees who enroll my completing paperwork available in the Human Resource department. An employee's salary shall be paid by direct deposit of payroll to the account or accounts designated by the employee no later than the Monday following the pay date.

Effective (the first of the month following ratification of the contract), Direct Deposit of Payroll is mandatory for new hires and there is no option to cancel direct deposit of payroll. Direct deposit remains optional for employees hired before this effective date.

### **ARTICLE THIRTEEN - INSURANCE PROGRAM**

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

**13.02 Health Insurance:**

The employer shall provide to all employees in the bargaining unit comprehensive major medical/health insurance in compliance with Article 13.01. The premium for such coverage shall be paid 85% by the employer and 15% by the bargaining unit. Prior to implementation of any amendments to the insurance plan, such amendments shall be mutually agreed to by the union and employer.

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

- A. Life Insurance of \$50,000 for all Bargaining Unit employees who work at least thirty (30) hours per week, and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.

- B. Life Insurance of \$20,000 for all Bargaining Unit employees who work less than thirty (30) hours per week, and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.
- C. Accidental Death and Dismemberment Insurance of \$50,000 for all Bargaining Unit employees who work at least thirty (30) hours per week, and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.
- D. Accidental Death and Dismemberment Insurance of \$20,000 for all Bargaining Unit employees who work less than thirty (30) hours per week and who also work at least thirty-six (36) weeks per year or who have an annual contract with the EMPLOYER.

All life insurance provided pursuant to this AGREEMENT shall be in accordance with the "Specifications-Life Insurance" issued by the EMPLOYER in September, 1970, differing from such specifications only in terms of the face value of the policy, and shall be subject to the conditions set forth in the insurance contract secured by the EMPLOYER pursuant to such specifications.

**13.04**

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

Member will pay fifteen (15%) of the premium; and the BOARD will pay eighty-five (85%) of the premium.

Effective January 1, 2015 the health insurance plan will be administered as a high deductible health plan (HDHP) with a health savings account (HSA).

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

The Board's contribution shall be \$750/\$1,500 annually for the duration of this agreement.

The Board will contribute its required share towards the deductible by January 1 of each year.

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

High Deductible Health Plan with Health Savings Account		
	In-Network	Out of Network
Deductible - Non-Embedded	\$1,500/\$3,000	\$4,000/\$8,000
Coinsurance	100%	70%
OOPM	\$3,500/\$7,000	\$5,000/\$10,000
Lifetime Maximum	Unlimited	Unlimited
ER	\$150 Copay Per Visit	\$150 Copay Per Visit
Hospital - Inpatient/Outpatient	Subject to Deductible	Subject to Deductible
Professional Services	Subject to Deductible	Subject to Deductible
Physician Office	\$20 PCP/\$40 Specialist	Subject to Deductible
Urgent Care	\$50 Copay Per Visit	Subject to Deductible
all other medical benefits subject to deductible and coinsurance copays listed above apply to OOPM		
Rx-Tier 1	\$10	Subject to Deductible
Rx-Tier 2	\$30	Subject to Deductible
Rx-Tier 3	\$50	Subject to Deductible

**13.05** 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).

**13.06** The foregoing Medical and Life Insurance Programs shall remain in effect for all employees entitled to coverage in accordance with the provisions of this Article during any period when such employee is on the active working payroll, compensated sick leave, compensated leave of absence, non-compensated approved leave of absence of less than thirty (30) days (except personal illness leave of absence), leave of absence for personal illness of less than ninety (90) days, or leave in accordance with the Family Medical Leave Act (FMLA), or for employees working only during the regular school year and not working during the summer break period, until such employees either resign their employment status or fail to return to active working status at the commencement of the next school year. Employees on non-compensated approved leave of absence or approved medical leave of absence who desire to continue insurance coverage past the period for which the EMPLOYER has agreed to continue such coverage on the basis set forth in this Article may do so by paying the full premium for any such insurance to the Treasurer on or before the seventeenth (17th) day of the month prior to any such month such coverage is desired to be continued. In the event coverage is discontinued for any period, coverage cannot be reacquired through the EMPLOYER until the employee returns to active work status.

- 13.07** Any rebate to the EMPLOYER from a company providing insurance for the employees (regardless of the form of the rebate which can include, but not be limited to, a dividend, return of surplus, premium rebate, or premium holiday) shall be referred to the Insurance Advisory Committee for resolution.
- 13.08** For new employees, 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.
- 13.09** 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 employee in order to effect coverage. Appropriate information and application forms will be provided all employees.
- A. The Dental Insurance Policy shall be provided 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, endodontics)
- Type III - Major fifty percent/fifty percent (50%/50%) co-insurance (major restorative, gold inlay, crowns, 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 \$1,000 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 insurance carrier.
- D. Dental insurance coverage shall be provided to all employees who make application for such insurance and have such applications on file with the Treasurer prior to August 17, 1980, who pay their portion of the insurance premium for such coverage in accordance with the provisions of this Section, who are on the active working payroll on September 1, 1980, and

who are regular, full-time employees of the EMPLOYER who work at least thirty (30) hours per week and who work at least thirty-six (36) weeks per year, or who have an annual contract with the EMPLOYER.

- E. Dental Insurance Programs shall also be provided to all employees hired after September 1, 1980, 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, who are regular, full-time employees of the EMPLOYER who work at least thirty (30) hours per week and who work at least thirty-six (36) weeks per year 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.
- F. The Dental Insurance Program for the full-time employees described in Paragraphs D. and E. 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 the employee (whether such coverage is individual or dependent coverage).
  - 2. Each employee 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.
- G. Dental insurance coverage shall also be provided to all regular part-time employees who make application for such insurance and have such applications on file with the Treasurer prior to August 17, 1980, who pay their portion of the insurance premium for such insurance coverage in accordance with the provisions of this Section, who are on the active working payroll on September 1, 1980, and who are regular part-time employees of the EMPLOYER working less than thirty (30) hours per week, provided such employees work at least thirty-six (36) weeks per year, or who have an annual contract with the EMPLOYER.
- H. Dental insurance coverage shall also be provided to all regular part-time employees hired after September 1, 1980, 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, who are regular part-time employees of the EMPLOYER working less than thirty (30) hours per week and 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. 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.

- I. The Dental Insurance Program for the regular part-time employees described in Paragraphs G. and H. 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. For employees regularly scheduled to work at least ten (10) but less than fifteen (15) hours during a workweek:

The EMPLOYER shall be responsible for paying thirty (30%) of the premium cost for the coverage elected by the employee (whether such coverage is individual or dependent coverage).

Each regular part-time employee 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 regular part-time employee.

2. For employees regularly scheduled to work at least fifteen (15) but less than twenty (20) hours during a workweek:

The EMPLOYER shall be responsible for forty-five percent (45%) of the premium cost for the coverage elected by the employee (whether such coverage is individual or dependent coverage).

Each regular part-time employee 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 regular part-time employee.

3. For employees regularly scheduled to work at least twenty (20) but less than twenty-five (25) hours during a workweek:

The EMPLOYER shall be responsible for paying sixty percent (60%) of the premium cost for the coverage elected by the employee (whether such coverage is individual or dependent coverage).

Each regular part-time employee 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 regular part-time employee.

4. For employees regularly scheduled to work at least twenty-five (25) but less than thirty (30) hours during a work week:

The EMPLOYER shall be responsible for paying seventy-five percent (75%) of the premium cost for the coverage elected by the employee (whether such coverage is individual or dependent coverage).

Each regular part-time employee 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 regular part-time 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).

- 13.10** The foregoing insurance programs shall be continued for all employees on the same basis as such insurance is provided during the school year during the months of June, July and August.
- 13.11** For purposes of this Article only, a "regular part-time employee" is an employee employed on a continuous basis by the EMPLOYER, who performs services for which compensation is paid during each week after employment commences or after such employee is placed under contract with the EMPLOYER on a regular basis with the number of hours of service to be performed scheduled on a regular and recurring basis. It is understood that any individual employed by the EMPLOYER excluded from the definition of an employee pursuant to Section 2.01 of this AGREEMENT, and any individual employed by the EMPLOYER on an "on call" basis is not considered a regular part-time employee.
- 13.12** 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 EMPLOYER 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.
- 13.13** 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, 2002, 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).

- 13.14** 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, 2002, 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).

**13.15 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.

- 13.16** Every covered employee, covered spouse of an employee and/or covered dependent(s) of an employee, may elect continuation coverage if 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 one hundred two percent (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 sixty (60) days of such event. If elected, continuation coverage shall be available at the cost of the employee or dependent(s), for eighteen (18) months if coverage is terminated by reason of a termination, layoff or reduction in hours, and thirty-six (36) months for the other above-stated reasons.

**13.17** Continuation coverage elected pursuant to 13.15 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.

**13.18** The provisions of 13.14 and 13.15 are to be interpreted and administered in full accord with the Consolidated Omnibus Budget Reconciliation Act of 1986 (P.L. 99-272) as such Act amended the Public Health Service Act.

#### **ARTICLE FOURTEEN - ABSENCE**

**14.01** **Absence**

- A. Paraprofessionals shall notify the building or program administrator prior to the beginning of the scheduled workday when a paraprofessional will be absent from work. Paraprofessionals shall notify the building or program administrator prior to the end of the school day on the day of a paraprofessional's absence if the paraprofessional expects to return to work the following day. The scheduled time for call in shall be in accordance with the time designated by the program or building administrator. The UNION and EMPLOYER specifically agree that paraprofessionals will not be sent home from work on the day following an absence if the paraprofessional failed to give notice of an expectation to return to work. If both a substitute paraprofessional and a bargaining unit paraprofessional appear for work the day following a bargaining unit paraprofessional's absence, the Human Resources Department shall dismiss or reassign the substitute paraprofessional for the day.
- B. When a paraprofessional is absent, a written report of such absence, signed by the paraprofessional and his/her building or program administrator, shall be completed on the form designated by the EMPLOYER, and the report shall be filed with the treasurer within ten (10) days following the last day of the paraprofessional's absence. If the paraprofessional required medical attention during the period of sick leave, the name of the attending physician and the date the paraprofessional was consulted shall be contained in the report. After ten (10) consecutive days of absence or where a paraprofessional has established a pattern of absenteeism, the EMPLOYER

may require a signed statement from a physician confirming the paraprofessional's need for sick leave.

**14.02 Sick Leave**

- A. Each paraprofessional under contract for a regular school year shall receive sick leave credits at the rate of one and one-fourth (1-1/4) days per calendar month for an annual maximum of 15 days. Sick leave accumulates monthly even if school is not in session, including summer months and time between school sessions. Part-time, hourly, or seasonal employees shall be entitled to earn sick leave credits at the rate of one (1) hour for each 17.3 hours worked.
- B. At the close of each school year, the unused portion of the annual sick leave shall be placed in reserve, but such reserve shall not exceed two hundred fifty (250) days, which is the maximum which may be used during any one school year.
- C. Any paraprofessional who has been 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.
- D. Absence from work on non-work days shall not be considered sick leave and shall have no effect on the paraprofessional's sick leave credit.
- E. Part-time, hourly, or seasonal paraprofessionals shall be entitled to sick leave for time actually worked at the same rate as that granted full-time paraprofessionals.
- F. A paraprofessional staff member eligible for sick leave usage may be granted such leave when absent from work and entitled to such sick leave in accordance with the provisions of Section 3319.141 of the Ohio Revised Code, as follows: "For absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family." For the purposes of this section, "immediate family" is defined as: father, mother, brother, sister, son, daughter, or current spouse of the paraprofessional and, if they reside in the home of the paraprofessional, the grandmother, grandfather, grandson, granddaughter, father, mother, son, daughter, brother or sister of the said paraprofessional's current spouse.
- G. An employee eligible for sick leave may be granted such leave with full normal pay when absent from work and entitled to such sick leave pay in accordance with the provisions of Section 3319.141 of the Ohio Revised Code. The EMPLOYER shall have the right to require the employee off work due to sickness, illness or accident for more than five (5) consecutive school days to be examined by a physician designated by the EMPLOYER while absent from work or prior to being permitted to return to work. The EMPLOYER shall require each employee to furnish a written signed statement on forms prescribed by the EMPLOYER to justify the use of sick leave.

- H. Sick leave may be used due to the illness of grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of a paraprofessional who does not reside in the home of the paraprofessional only if the paraprofessional provides the Department of Personnel Services with a doctor's certificate setting forth the identity of the patient, the general nature of the illness involved and the need for the absence of the paraprofessional, and the Department of Personnel Services and the paraprofessional's department head approve the use of sick leave for such purpose.
- I. Absence on Sundays, holidays, and non-work days shall not be charged against sick leave.
- J. Upon prior notice to the principal or program coordinator and when necessary, leave may be granted in excess of the leave granted in Section 14.05, for absence due to death in the family of a paraprofessional. Death in the family of a paraprofessional is defined to mean the death of the father, mother, brother, sister, son, daughter, husband, wife, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the paraprofessional. Such death leave may be for a period of up to five (5) work days.
- K. The filing of any willfully false statement by a paraprofessional shall be considered by the EMPLOYER as grounds for disciplinary action in such form and manner as the EMPLOYER may deem advisable.
- L. Any paraprofessional who has unused sick leave existing at the time of separation shall, upon reinstatement to service, have such unused sick leave placed to his/her credit.
- M. Employees who do not use sick leave during any school quarter will receive a seventy-five dollar (\$75) stipend to be paid in the closest pay period following the close of the quarter.

**14.03 Leave of Absence**

- A. Paraprofessionals may, under conditions specified herein, be granted leaves of absence without pay for the following purposes: Personal illness, disability from performing work, military and study.
- B. Leaves of absence may be authorized only by the BOARD upon the recommendation of the SUPERINTENDENT and as provided by the following rules and regulations and within the provisions of the Ohio Revised Code governing such leave. Failure to report for duty following the expiration of a leave of absence, unless additional absence is authorized, or failure to comply with the provisions of the leave may be considered by the EMPLOYER as termination of contract by the paraprofessional.
- C. **Continuity of Service**

1. For the purpose of regulations on leaves of absence, paraprofessionals on authorized leaves of absence shall be considered as maintaining the characteristic of continuity of service provided such leaves do not total more than two (2) years. However, time spent on unpaid leaves of absence may not be included in meeting service requirements for future leaves of absence, earned annual increments, or retirement, except that the time spent on an unpaid leave of absence for military service may be credited to the service required for annual increments.

**D. Personal Illness**

1. Any paraprofessional who is unable to perform satisfactorily the duties of the paraprofessional's position because of personal illness or other disability including disability to perform duties due to pregnancy or childbirth may be granted a leave of absence without pay for the remainder of the school year or for a full school year. Such leave of absence may be renewed for an additional school year.
2. The application for such leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability and definitely stating that the paraprofessional be relieved of duties for the period of the disability, unless such statement is waived by the SUPERINTENDENT.
3. Application for reinstatement shall be made at least thirty (30) days before the expiration of a leave of absence for personal illness. Not less than ten (10) days before the termination of the leave, the paraprofessional shall submit a written statement from the attending physician, certifying that the paraprofessional has been medically examined and that the paraprofessional is or will be able to resume the paraprofessional's duties with the EMPLOYER when the leave of absence expires. The EMPLOYER may require, at EMPLOYER expense, an examination by an EMPLOYER approved physician before the paraprofessional is reassigned.
4. Termination of a leave of absence before its expiration date, provided the request for termination is made in writing by the paraprofessional and the request is accompanied by a statement from the attending physician recommending return to duty, shall be at the discretion of the SUPERINTENDENT and in accordance with the needs and interests of the schools.
5. If a paraprofessional is unable to perform satisfactorily the duties of the paraprofessional's position because of physical or other disability, including disability to perform duties due to pregnancy or childbirth, or if the paraprofessional is unable to return to work on account of personal illness following the expiration of the paraprofessional's sick leave, the SUPERINTENDENT may recommend, without the request of the paraprofessional, a leave of absence for a part of the school year

and renewals thereof, and the BOARD may grant such leave in accordance with the provisions of law.

6. Upon return from a leave of absence for personal illness, the paraprofessional shall be returned to the same position that the paraprofessional held at the time said leave commenced, if available; if not, to an equivalent position.

**E. Study**

1. A paraprofessional with three (3) years of service as an employee of the Dayton Public Schools, may be granted a leave of absence, without pay, for study, for one (1) full semester or two (2) full semesters, but no longer than one (1) school year.
2. Application for leave for study shall be made at least sixty (60) days prior to the beginning of such requested leave. The application for such leave of absence shall be accompanied by an outline of the program of study to be pursued.
3. Notice of intent to resume employment shall be made at least sixty (60) days prior to the expiration of a leave of absence for study. The application shall be accompanied by supporting evidence or statements showing that the plan for study was substantially carried out.
4. Upon returning to the school system, the paraprofessional shall be returned to the same position, if available, or to an equivalent position. If the specific building assignment is not available, the paraprofessional will be returned to an equivalent position.

**F. Military Leave**

1. Any paraprofessional shall be granted a leave of absence to be inducted into or otherwise enter military duty in accordance with the provisions of law.
2. The application for military leave shall be made as far in advance as is feasible, but not later than the date upon which order to report for military duty is received.
3. Notice of intent to resume employment shall be given within ninety (90) days after discharge from the military service for which leave was granted.
4. Upon evidence of honorable separation from military service, and upon proper application for reinstatement to duty, a paraprofessional shall be re-employed at the beginning of the next school semester, subject to passing a physical examination, provided such application is made not less than thirty (30) days prior to the first day of the next school semester, unless the EMPLOYER waives the requirement for such thirty (30) day period or unless the EMPLOYER wishes to reassign the paraprofessional at an earlier date as requested by that paraprofessional.

5. For purposes of length of service and replacement on the salary schedule, leaves of absence in the service of the Armed Forces of the United States or the auxiliaries thereof shall be counted as though service has been performed during such time.
6. Upon returning to the school system, the paraprofessional shall be returned to the same position, if available, or to an equivalent position. If a specific building assignment is not available, the paraprofessional will be returned to an equivalent position.

#### **14.04 Transitional Duty**

Definition: **Transitional Duty** is designed to allow a paraprofessional employee to safely return to work in a job within the paraprofessional bargaining unit with temporary physical limitations and restrictions which may prevent the employee from performing all of his or her regularly assigned duties.

**Transitional Duty** applies only to work-related workers' compensation injuries or occupational disease 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. Paraprofessionals shall not be assigned duties outside of the paraprofessional bargaining unit, and employees within other bargaining units shall not be assigned to perform **Transitional Duty** work within the paraprofessional bargaining unit.

**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.

To be eligible for **Transitional Duty** an employee must complete the BWC First Report of Injury (FROI) forms and the Accident/Injury Report form Part I as required by the Employer. The Accident/Injury Report shall be submitted to the employee's supervisor who shall note the date the form is received upon the form.

**Transitional Duty** is implemented upon the availability of **Transitional Duty** within the paraprofessional bargaining unit. Human Resources, with consultation with the Union President, shall be the approval authority for all **Transitional Duty**. Full, regular wages are paid during **Transitional Duty**.

The Treasurer shall use a payroll code for salaried and another code for hourly employees working in **Transitional Duty** to allow for proper tracking of **Transitional Duty**.

Overtime is not permitted unless approved by the attending physician and will not have a negative impact upon or delay recovery.

**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.

**Transitional Duty** is applicable to compensable injuries as determined by the Bureau of Workers' Compensation whether lost time or medical only. Once an employee returns to work under the **Transitional Duty** program, **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.

**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.

An employee on **Transitional Duty** who has exhausted all available **Continuation of Pay** may elect to use available paid leave or leave without pay.

An employee cannot work a second job within or outside of the District and work **Transitional Duty**.

The goal of **Transitional Duty** is to return the employee to his regular job and department. Paraprofessionals shall not be assigned duties outside of the paraprofessional bargaining unit, and employees within other bargaining units shall not be assigned to perform **Transitional Duty** work within the paraprofessional bargaining unit.

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 may 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 Employee's medical limitations, and if there is a dispute about whether the offer of **Transitional Duty** is within the Employee's medical restrictions, the dispute will be resolved by the Ohio Industrial Commission.

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.

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. Hand delivery of the offer, shall be accompanied by the injured worker's signature and date on the employer's copy.

Time spent in **Transitional Duty** is considered time worked for employees still in their probationary period.

Management and Employees shall cooperate with each other to achieve the goals of **Transitional Duty**.

Transitional Duty and Continuation of Pay are separate programs and the time frames do not necessarily run concurrently.

#### **14.05 Funeral Leave**

##### **A. Immediate Family**

Three (3) days of absence, without loss of pay, not chargeable against sick leave, will be allowed when a death occurs in the immediate family, i.e., father, mother, current spouse, sister, brother, child, grandchild, grandparent, father-in-law, mother-in-law, or blood relative living in the same household.

##### **B. Remote Relatives**

One (1) day of absence for the funeral, without loss of pay, not chargeable against sick leave will be granted when the death is that of a more remote relative, i.e., 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 150 A.A.A. miles from Dayton (one way), the paraprofessional may be allowed an additional one (1) school day or if the distance is greater than 300 A.A.A. miles from Dayton, the paraprofessional

may be allowed an additional absence of up to two (2) school days without loss of pay, by the SUPERINTENDENT for travel time.

**14.06 Personal/Emergency Leave**

- A. Subject to the conditions set forth herein all employees covered by this AGREEMENT shall be eligible to receive up to three (3) days of Personal/Emergency leave each school year, to be compensated at the employee's regular hourly rate of base compensation for each regular work hour off work on approved leave. Such payment shall be exclusive of any applicable premium pay and such leave shall not be deemed as hours worked for purposes of calculating overtime payments.

Personal/Emergency leave shall be recognized on a July 1 to June 30 yearly basis.

1. Emergency leave shall be for a minimum of one (1) hour increments and must be for a justifiable reason.

Emergencies shall include the following:

- (a) Accidents in the immediate family, i.e., father, mother, child or current spouse of employee.
  - (b) Road conditions making it impossible to report for work. (Every effort should be expended to report to 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 should be submitted through the employee's immediate supervisor, and such supervisor should indicate on the application his/her recommendation regarding the application. Such application must indicate that personal leave is taken in one-half (½) or one (1) day segments.

Personal leave shall be granted for the following days off:

- (a) Observance of religious holidays where total abstinence from work is required, not to exceed two (2) days per school year.
- (b) Attendance at parent-teacher conferences or graduation exercises beyond high school involving the employee or a member of the immediate family, i.e. father, mother, husband, wife or child.
- (c) Attendance at wedding of employee or member of the employee's immediate family.
- (d) Other reasons as approved in advance by the SUPERINTENDENT'S designee.

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. Denials of requested leave shall be in writing.

- B. With the exception of one (1) such leave day (Personal or Emergency) such 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.
  - 3. During the five (5) calendar days immediately prior to the opening day of school of any school year, the five (5) calendar day period immediately after the opening day of school of any school year, and the ten (10) calendar days prior to the end of any school year.
- 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 District 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/Emergency Leave shall not be carried as an accumulation beyond the school year in which earned.

**14.07 Other Authorized Absence**

- A. The SUPERINTENDENT'S designee may authorize absence for other justifiable reasons. Any request for such authorization shall be in writing and shall be submitted to the SUPERINTENDENT'S designee in advance of the date on which such emergency leave is anticipated to be taken. Decisions of the SUPERINTENDENT'S designee with respect to such

requests shall be final and shall not be subject to the grievance procedure provided herein and shall be in writing.

**14.08 Legal Process Absence**

**A. Absence in Response to Subpoena as a Witness**

1. Employee not a party to court case or administrative hearing:
  - (a) Statement must be signed by the employee and filed with the Treasurer stating that either:
    - (i) no compensation was received as a result of the court appearance, or
    - (ii) compensation was received in the amount shown.
  - (b) 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**

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

**C. Absence When Litigant or 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 personal absence outlined in Article XIV.

**14.09 Union Leave**

- A. The SUPERINTENDENT agrees to grant, upon request of the UNION, a convention leave of absence for the purpose of attending UNION conventions and conferences; provided, however:
  1. That the total time off does not exceed one hundred thirty-eight (138) hours during any one (1) year of this AGREEMENT; and
  2. That a written notice specifying the names of the paraprofessionals attending the convention or conference is furnished by the UNION two (2) weeks in advance of the period desired; and
  3. That not more than five (5) paraprofessionals shall be absent at any one time, no more than three (3) of whom shall be from the same program, and no more than one (1) of whom shall be from the same building.

- B. Leave granted under this section shall be at the discretion of the SUPERINTENDENT. In the event the absence of any paraprofessional will, in the opinion of the SUPERINTENDENT, disrupt the activities of the school, unit, or program to which the paraprofessional is assigned, such request for leave will be denied.
- C. The EMPLOYER and the UNION will jointly plan and conduct one day of in-service training each school year, which will coincide on the school calendar with WOE day. Employees must attend the planned program(s). By agreement of the parties, during the planning of the event, the EMPLOYER may be allowed up to thirty (30) minutes during the scheduled day for presentation(s) on district wide issues and initiatives.

#### **14.10 Continuation of Pay**

##### **CONTINUATION OF PAY PREAMBLE**

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). The process of making an application for compensation from the BWC can be cumbersome with many delays. 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 in the Employee's bargaining unit safely and at the earliest possible time following a work injury while positively impacting the BWC premium for workers' compensation coverage.

##### **Continuation of Pay (COP)**

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

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

**Continuation of Pay** is not payable unless the employee makes a workers' compensation claim, it is certified by the District and the employee has completed the BWC First Report of Injury (FROI) and the Accident/Injury Report form Part I as required by the Employer. The Employer 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.

**Continuation of Pay** is reimbursable to the District by the employee if the claim, once made, is finally disallowed by the Bureau of Workers' Compensation, the Industrial Commission, or a court of competent jurisdiction or **COP** is improperly made for any reason. The District may dock the employee's pay to recoup amounts paid in such circumstances.

**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.

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.

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.

Increments of **COP** must be approved by the Employer, 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 any one claim over the lifetime of that claim. If the employee has not returned to work within the twelve (12) period and has not reached maximum medical improvement, he may then receive benefits from the BWC or use any available sick leave, but the employer will not be required to buy-back any sick leave so used.

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.

A return to work does not eliminate eligibility for the balance of **Continuation of Pay** in the future if a medically documented flare-up occurs as determined by the Bureau of Workers' Compensation or the Industrial Commission for this claim.

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.

**Continuation of Pay** may be paid for medical appointments documented under an approved transitional duty program and approved by the Employer. (See **Transitional Duty**). This policy supersedes any prior practice of sick leave buy-back, except as noted below, and **COP** shall not be charged to sick leave.

Time authorized under **Continuation of Pay** is an FMLA qualifying event. The leave form should be marked accordingly giving appropriate notice to the employee.

*To be eligible for COP:*

- An employee must be employed by and/or be on contract with the District and be receiving wages from the District. To remain eligible for **COP**, the employee must remain eligible to receive wages and/or be on contract. For example, no contract employee or other employee not required to work, such as during Summer and intercession breaks, shall receive **COP** during the time that they are not ordinarily required to work.
- An employee must sign a **Continuation of Pay** reimbursement agreement.
- 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; and, until 1/1/01, in 1992, and, until 1/1/02, in 1993. 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 Employer.
- The employee must cooperate at all times in meeting with and in responding to reasonable and germane information requests of the MCO, BWC, the Employer, and health providers.

### **Assault Leave**

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

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

Furnish to the Employer 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 Employer 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 **COP** 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 **COP** 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. **COP** for assaults shall not be charged to sick leave.

## **Merger**

Any related leave policies, such as injury leave and workers' compensation, and assault leave are hereby merged into this provision. The parties specifically intend to override and supersede any and all conflicting provisions of Ohio Law including but not limited to O.R.C. Sections 3319.11, 3319.111, 3319.02, 3319.17, 3319.143 and 3319.171.

### **14.11 Family and Medical Leave**

The EMPLOYER will provide leave to eligible employees consistent with the Family and Medical Leave Act (FMLA). The method for determining the twelve (12) month period in which FMLA entitlement occurs shall be the calendar year. In complying with the FMLA, the EMPLOYER will adhere to the requirements of the collective bargaining agreement, applicable regulations, federal, and state laws.

## **ARTICLE FIFTEEN - CATASTROPHIC ILLNESS/INJURY LEAVE**

- 15.01** In cases of personal hardship to a bargaining unit employee brought on by catastrophic illness or injury, where the employee has exhausted all accumulated, unused paid leave as a result of the catastrophic illness or injury, the BOARD and the UNION may enter into an agreement pursuant to the following guidelines to assist the affected employee through the donation of accumulated unused sick leave by other bargaining unit employees who volunteer to do so. Any decisions made by the BOARD and the UNION through the Joint Committee established under this section shall be final, and the same shall not be subject to the grievance and arbitration procedure.
- A. For purposes of this agreement, the term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. The "catastrophic illness or injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight.
  - B. A Joint Committee shall be appointed. The Superintendent will appoint three administrators on an annual basis. The union will appoint three (3) Union Officers on an annual basis. The Joint Committee will meet to review requests for additional paid leave under this section. Any decision of the Joint Committee shall be final, and it shall not be the subject of a grievance or arbitration.
  - C. Applications for catastrophic illness/injury sick leave donation must be submitted to the Executive Director of Personnel Services. Applications will include, but not be limited to the following information:
    - 1. The nature of the claimed catastrophic/illness or injury;

2. Physician(s) diagnosis and prognosis of the catastrophic illness or injury;
  3. Projected date of return to duty;
  4. Explanation of previous leave usage; and
  5. Any other pertinent information the applicant can submit to the committee for its consideration.
- D. Upon receipt of the application, the Executive Director of Personnel Services shall notify the Joint Committee. The Joint Committee will meet as soon as practicable after receipt of a request and make a determination regarding the request. In order to approve a request for catastrophic illness/injury sick leave donation, two-thirds (2/3) vote of the entire committee must prevail. The employee will be informed of the committee's decision, and their reasons therefor in writing. The decision of the committee shall be final.
- E. A maximum of forty-five (45) days of catastrophic illness or injury leave may be granted to an applicant. The applicant must reapply for any catastrophic illness or injury leave beyond forty-five (45) days. In no event will an employee be granted a total of more than ninety (90) days of catastrophic illness or injury leave.
- F. If an application is approved by the Joint Committee, the affected employee or his/her representative will assume the responsibility for solicitation of donations of accrued, unused sick leave from employees in the bargaining unit. Donated sick leave will be deducted from a donating employee's (donor's) accrued, unused sick leave and credited to the affected employee's (donee's) account. Personnel Services will provide the necessary forms to be used to solicit donations. All completed donation forms will be submitted to the Executive Director of Personal Services for processing.
- G. All information and reports relating to applications submitted under this Article will remain confidential.

## **ARTICLE SIXTEEN - GRIEVANCE PROCEDURE**

- 16.01** In the event any difference or dispute cannot be resolved and the matter may be made the subject of a grievance, as defined in Section 16.02, the following grievance procedure shall be followed.
- 16.02** A grievance is defined to be any question or controversy between any paraprofessional or the UNION with the EMPLOYER involving:
- A. The interpretation or application of any of the provisions of this AGREEMENT including disciplinary action for just cause; or
  - B. The effect, reasonableness or application of any work rule established and enforced by the EMPLOYER;

1. Provided, however, that any matter specifically excluded from processing as a grievance under the provisions of this AGREEMENT may not be made the subject of a grievance and may not be processed as such; and
2. Any matters concerning which the decision of the BOARD, the SUPERINTENDENT, the EMPLOYER or the ADMINISTRATION is stated to be final under the provisions of this AGREEMENT may not be made the subject of a grievance and may not be processed as such.

16.03 All employees should 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.

#### **Level I**

The aggrieved employee shall present his/her grievance in writing by fully completing the Grievance Report Form (Level I) to the employee's immediate supervisor, who shall answer the grievance within ten (10) work days after receipt. This written presentation of the grievance to the immediate supervisor must take place within twenty (20) work days after the employee has knowledge of the facts which give 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 ten (10) work days after receipt of the decision rendered on Level I, it shall be considered to be satisfactorily resolved. The decision of Level I shall be rendered within ten (10) work days.

#### **Level II**

The grievance shall be referred in writing by fully completing the Grievance Report Form (Level II) to the SUPERINTENDENT'S designee who will investigate the grievance with the immediate supervisor. The SUPERINTENDENT'S designee shall reply within five (5) workdays. If the employee is not satisfied with the written answer of the SUPERINTENDENT'S designee, the employee may refer his/her grievance to the third step of the grievance procedure. If the grievance is not referred to the third step within ten (10) workdays of receipt of reply from the SUPERINTENDENT'S designee, it shall be considered satisfactorily resolved.

- A. A Class Action Grievance shall be filed at Level II. The same language shall apply to Level II A as in Level II. The only change being the SUPERINTENDENT or his/her representative(s) shall reply within ten (10) workdays.

#### **Level III**

The grievance shall be submitted in writing by fully completing the Grievance Report Form (Level III) to the SUPERINTENDENT, who shall investigate the

grievance. 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 ten (10) workdays of receipt of the grievance at this step. Within seven (7) workdays after this investigation meeting is held, the SUPERINTENDENT'S or his/her designee's answer to the grievance shall be issued to the aggrieved employee, the UNION and all other affected individuals.

The aggrieved employee shall have the right to be represented by a representative of the UNION, upon request, at any step of the foregoing grievance procedure, provided, however, in the event that the employee does not desire Union representation, the Board will advise the Union of the time and place of the grievance meeting and the Union shall have an opportunity to be present and, in such event, no adjustment as a result of that employee's grievance shall be inconsistent with the terms of this Agreement.

Any grievance not answered by the EMPLOYER within the time limitations set forth in the particular step shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure, except arbitration, which requires a specific request by the Union to advance the grievance to arbitration.

#### **16.04 Arbitration**

- A. Arbitration must be requested in writing by the UNION within thirty (30) work days after the written answer is given or should have been given by the SUPERINTENDENT under Level III of the grievance procedure set forth above; otherwise, the matter shall not be subject to arbitration.
- B. Notification of the intent of the UNION to appeal a grievance to arbitration must be submitted in writing to the SUPERINTENDENT within thirty (30) work days after the written answer was given or should have been given by the SUPERINTENDENT under Level III of the grievance procedure. Upon receipt of notification, the UNION will request the Federal Mediation and Conciliation Services to provide the parties with a panel of arbitrators from which the parties can select an arbitrator in accordance with the rules of the Federal Mediation and Conciliation Services.
- C. 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).
- D. The decision of the arbitrator shall be final and binding upon the EMPLOYER, the UNION, and any employee involved in the matter.
- E. The arbitrator shall not have the power to add to, subtract from or modify this AGREEMENT. Only grievances, as defined herein, shall be subject to arbitration.

## **ARTICLE SEVENTEEN - NO STRIKE - NO LOCKOUT**

- 17.01** It is agreed that during the life of this AGREEMENT there shall be no lockout on the part of the EMPLOYER, nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the paraprofessional employees or the UNION. It is understood that any closing of schools necessitated by economic conditions existing in the school district or mandated or directed by the EMPLOYER shall not be deemed a lockout pursuant to the provisions of this section.
- 17.02** The UNION agrees that it will not encourage, sanction, or approve any strike, stoppage, slowdown, or other interruption of work during the life of this 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.
- 17.03** Any unauthorized strike, stoppage, slowdown, or other interruption of work during the life of this AGREEMENT shall constitute cause for discharge or other disciplinary measures of the paraprofessional or paraprofessionals who actively participate therein or are responsible therefore.

## **ARTICLE EIGHTEEN - BULLETIN BOARDS EQUIPMENT AND BOARD MEETINGS**

- 18.01** The UNION shall be permitted use of existing bulletin boards in each school building where notices to employees are posted for the posting of notices concerning official UNION business.
- 18.02** The UNION shall be permitted use of the school district's mail service for distribution of notices to be posted in the schools and/or distributed in the schools.
- 18.03** All notices and the contents thereof shall be approved by the SUPERINTENDENT or his/her designee before posting or distribution.

The UNION building representative will have permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. All equipment will be checked as to condition by the building principal or his/her designee and the UNION building representative, prior to its use, so that in the event of damage or breakage, the UNION will be responsible to repair or replace at prorated market value. The use is strictly to service the legitimate business of the UNION as it relates to the membership within the building, such as the duplication of records, notices, correspondence, etc. The purpose is for internal business use of the UNION and is not for public distribution. Supplies used in connection with such equipment will

be furnished or paid for by the UNION. UNION use of a school building will be permitted, provided that a request is made and use arranged for in advance.

The UNION shall receive an advance copy of the agenda of each BOARD meeting. Such agenda shall be sent to the UNION by inter-school mail at the same time it is sent to the news media. The UNION shall also receive copies of all public documents released by the BOARD. Such documents shall be sent to the UNION by inter-school mail at the time they are released to the public. Two (2) representatives of the UNION shall be accorded the same seating privilege as the press at regularly scheduled or special meetings of the BOARD. A representative of the UNION shall be permitted to address the BOARD during the hearing of the public during the BOARD meeting prior to the BOARD's opening discussion to other representatives of the public. The UNION may also arrange to be placed on the regular BOARD agenda by submitting a written request forty-eight (48) hours in advance of the meeting with the SUPERINTENDENT'S office. In extreme situations, the UNION may ask for a waiver of the forty-eight (48) hour rule. Such written request must indicate the item(s) to be discussed.

#### **ARTICLE NINETEEN - MUTUAL CONCERNS COMMITTEE**

- 19.01** In the interest of sound employee relationships, a joint committee not exceeding six (6), 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 concern 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 TWENTY - SATURDAY AND SUNDAY WORK**

- 20.01** A paraprofessional who is called in to work on Saturday shall be guaranteed a minimum of three (3) hours work on such day and shall be compensated at the rate of time and one-half his/her regular rate of pay for all such hours worked on Saturday.
- 20.02** A paraprofessional who is called in to work on Sunday shall be guaranteed a minimum of three (3) hours work and shall be compensated at the rate of two times his/her regular rate of pay for all such hours worked on Sunday.

- 20.03** A paraprofessional who accepts work assignments on Saturday or Sunday who voluntarily chooses not to work the minimum number of guaranteed hours shall be compensated only for actual hours worked in accordance with Section 20.01 and Section 20.02.

#### **ARTICLE TWENTY-ONE - HOURS OF WORK AND OVERTIME**

- 21.01** The EMPLOYER will pay for overtime worked at the rate of time and one-half for all hours in excess of eight (8) on any workday or for all hours worked in excess of forty (40) in any workweek.
- 21.02** The normal schedule of hours for regular full-time paraprofessionals shall consist of either six (6), six and one-half (6-1/2), seven (7) or eight (8) hours of work, five (5) days per week. The normal schedule of hours for regular part-time paraprofessionals shall consist of less than six (6) hours of work daily.
- 21.03** Paraprofessionals attending staff development workshops on time outside the regular school day will be compensated at the rate of \$10.00 per hour; provided however, if during the term of this AGREEMENT, Professional Staff Members are compensated in excess of \$10.00 per hour for attending the same workshop, the EMPLOYER and UNION agree to negotiate the rate of compensation for paraprofessionals.
- 21.04** Paraprofessionals assigned to the Transportation Department shall be paid for their actual assigned route time at their regular rate of pay when their bus routes are not running, provided the paraprofessional remains at work for the purpose of receiving training to be provided by the Employer or for the purpose of covering other routes as necessary for the time equal to their actual route time.
- 21.05** Paraprofessionals who work five (5) or more hours per day shall be given a 30-minute, duty-free lunch period. If a Paraprofessional is assigned work duties during this period, the Paraprofessional will receive his/her regular rate of pay.
- 21.06** Instructional Paraprofessionals and Montessori Paraprofessionals shall attend all staff meetings that are held during the Paraprofessional's regular working hours. In the event that any meeting (or portion of a meeting) is scheduled (or continues) outside of the Paraprofessional's regular working hours, attendance by the Paraprofessional shall not be mandatory.

#### **ARTICLE TWENTY-TWO - UNION NOTIFICATION**

- 22.01** The EMPLOYER agrees to make available to the UNION a list of the names of paraprofessionals eligible for the employee unit setting forth the job position and work locations to which any new paraprofessional is assigned. This information shall be provided within thirty (30) days after a new paraprofessional is hired.

## **ARTICLE TWENTY-THREE - SENIORITY**

- 23.01** To the extent required by law and program guidelines and consistent with the responsibility of the EMPLOYER to provide appropriate services of good quality, the principle of seniority as hereinafter defined shall prevail.
- 23.02** Seniority shall be defined as the length of continuous employment with the EMPLOYER as a paraprofessional, as computed from the paraprofessional's most recent date of commencement of employment as a paraprofessional under this AGREEMENT. The EMPLOYER shall prepare and maintain a seniority list of all employees under this AGREEMENT.
- 23.03** All paraprofessionals included in the employee unit shall accumulate seniority.
- 23.04** There shall be a probationary period of sixty (60) working days to allow the EMPLOYER to determine the fitness and adaptability of any paraprofessional new to the system to do the work required in a satisfactory manner. During such time, a paraprofessional shall have no seniority rights in such job classification and his/her qualifications to do the work required or his/her discharge, layoff or removal from such job classification for any reason or for no stated reason, shall not be subject to the grievance procedure set forth in this AGREEMENT. Paraprofessionals retained in the job classification beyond this sixty (60) working day period must be able to perform their duties in a satisfactory manner and shall have their seniority computed as of the latest date of their commencement of employment as a paraprofessional.
- 23.05** **Reduction in Work Force or Layoffs**
- A. Paraprofessional positions requiring NCLB compliance will be assigned based upon seniority within the pool of paraprofessionals who are in compliance with NCLB educational requirements.
  - B. Paraprofessional positions that are not subject to NCLB compliance requirements shall be filled based on seniority.
- 23.06** Any paraprofessional with one (1) year of employment with the EMPLOYER as a paraprofessional dating from the paraprofessional's commencement of employment as a paraprofessional on layoff shall have re-employment rights for two (2) years following the commencement of such layoff.
- 23.07** Paraprofessionals who have been laid off under the provisions of Section 23.05 shall have the right to recall in the reverse order of layoff.

## **ARTICLE TWENTY-FOUR - CHANGE OF WORK LOCATIONS**

- 24.01** A. During the period between June 1 and July 1, current paraprofessionals who desire a change of work location shall submit a written request to the SUPERINTENDENT'S designee and the current program coordinator, Such request for change shall list: name, telephone number, length of continuous service as a paraprofessional under this AGREEMENT, most recent hire date, current program and location, and desired program and location. Job assignments shall be awarded to the most qualified employees giving consideration to all factors in the employee's record including seniority, job performance and achieving and/or maintaining of staff racial balance.
- B. The administration shall not make arbitrary changes to paraprofessional assignments. Administrators may make temporary changes in assignments to meet the needs of students. If the administration changes a paraprofessional's work location outside of the June 1 - July 1 window, they shall provide the employee with a written explanation.
- 24.02** The above procedure, in Section 24.01, shall be afforded only prior to the beginning of each school year annually and shall not be applicable to vacancies, current job assignments or job assignments created after the beginning of each school year; provided, however, that if placement after the beginning of the school year is practicable and does not cause multiple changes, the EMPLOYER shall, in good faith, attempt to honor requests under this Article.

## **ARTICLE TWENTY-FIVE - MISCELLANEOUS**

- 25.01** The EMPLOYER shall permit the UNION to review the present job description for each position prepared in accordance with the Ohio Revised Code 3317.12 within thirty (30) days after the effective date of this AGREEMENT.
- 25.02** The parties understand and agree that from time to time the EMPLOYER enters into work study programs and other programs designed to further the technical education of students and give them employment experience and undertakes other educational programs which call for the employment of student helpers or other people involved in study programs. The provisions of this AGREEMENT are not intended to exclude such educational programs; however, the employment of persons under those programs shall not in any way be used to reduce the employment of the present paraprofessionals employed by the EMPLOYER or be used to reduce the hours of employment of the present paraprofessionals employed by the EMPLOYER.
- 25.03** An official UNION representative may consult with employees of the employee unit before the start of and at the completion of the day's work and shall be permitted access to work areas at such times only for the purpose of discussing grievances, assisting in the settlement of disputes, and for the purpose of carrying

into effect the aims and provisions of this AGREEMENT. Such UNION representative shall first inform the head administrative person in the building of his/her presence.

### **ARTICLE TWENTY-SIX - SALARY SCHEDULE**

**26.01** During the 2014-2015 school year, all Paraprofessionals will receive a 2% increase on the base.

During the 2015-2016 school year, all Paraprofessionals will receive a 2% increase on the base.

During the 2016-2017 school year, all Paraprofessionals will receive a 2% increase on the base.

**26.02** All paraprofessionals whose positions require use of their personal vehicles shall be reimbursed in accordance with BOARD policy for all work-related mileage.

**26.03** All paraprofessionals shall have the option of receiving twenty (20) or twenty six (26) pays. From June 1- June 30 an employee may fill out a form to change their amount of pays for the upcoming school year with Human Resources. An employee can only change their amount of pays during that time frame.

### **ARTICLE TWENTY-SEVEN - SEVERANCE ALLOWANCE**

**27.01** 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 a paraprofessional.

#### **27.02 Employees Eligible for Conversion**

"Employee" as used in this Article, is defined as any employee in the unit represented by the UNION 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;
- 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 Ohio Revised Code of Ohio; and
- D. Retires from the employ of the Dayton Board of Education after the effective date of this AGREEMENT.

**27.03 Conversion Factor**

All sick leave accumulated by the employee up to a maximum of one hundred and sixty (160) total days, may be converted to severance pay and paid as such on the basis of one (1) day of severance pay for each four (4) days of accumulated and unused sick leave converted subject to the following:

<u>Length of Service</u>	<u>Maximum Severance Pay Days</u>
Less than 5 years	0 days
5 years to 15 years	30 days
15 years to 25 years	35 days
Over 25 years	40 days

**27.04** 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.

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

**ARTICLE TWENTY-EIGHT - SAVINGS CLAUSE**

**28.01** This AGREEMENT is subject to all existing statutes of the State of Ohio and BOARD policies, rules and regulations; provided should any change be made in any statutes of the State of Ohio or BOARD policy, rule or regulation which would be applicable and contrary to any provision contained herein, such provision herein contained shall be automatically terminated and the remainder of this AGREEMENT shall remain in full force and effect.

**28.02** 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.

**28.03** In the event that existing statutes of the State of Ohio are amended to extend Civil Service coverage to paraprofessionals, this AGREEMENT may be reopened at the request of either party upon submission of a request in writing to the other party for the limited purpose of discussing changes in the provisions of this AGREEMENT affected by such statutory amendments.

**ARTICLE TWENTY-NINE - SUPPORT BELTS**

**29.01** The BOARD shall make support belts for lifting available to any employee who requests that a belt be provided.

- 29.02** The Employer will place on all school buses the State of Ohio required bodily fluids kit along with other health items as recommended by the Chief Nurse for the Employer.

**ARTICLE THIRTY - ANNUAL ROUTE RETENTION  
OR BIDDING FOR REGIONAL ROUTES**

- 30.01** The EMPLOYER's decision on the original number and type of route shall not be a subject of appeal under the Grievance Procedure.

After the EMPLOYER has made necessary route adjustments and assignments have been made for Regional Handicapped, paraprofessionals may retain or bid on regional routes which are funded and required by the EMPLOYER.

**Annual Route Bidding**

As soon as practicable after August 1<sup>st</sup> of each school year and prior to the bidding process, all regional routes available for bidding shall be posted. Regional routes shall be awarded on the basis of job seniority.

Employees shall be required to bid for these regional routes within twenty-four (24) hours after notice to bid is posted or the EMPLOYER will assign a route to each paraprofessional. Employees off on leave of absence will not be eligible for route bid. Upon return from such leave, these employees will be placed by the EMPLOYER in an available open position. Employees shall be notified of the date of route bidding no less than three (3) days prior to the date of bidding.

Field trips shall be posted and awarded by seniority rotation. If a field trip becomes available with less than twenty four (24) hours notice it shall be announced on the floor and awarded to the highest seniority bus paraprofessional.

- 30.02**

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 30.01.
- 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.

**ARTICLE THIRTY-ONE - FLEXIBLE BENEFIT (CAFETERIA PLAN)  
IRS CODE 125**

- 31.01** The EMPLOYER shall administer through American Family Life Assurance Company of Columbus (AFLAC) at no cost to the EMPLOYER or employees a Flexible Benefit (Cafeteria) Plan (herein "Plan") in accordance with Section 125 of the Internal Revenue Code for employees in the bargaining unit. Under the Plan, employees shall have the option to have employee payroll deductions toward all legally eligible insurance premiums unreimbursed medical expenses, and dependent care costs. Such payroll deductions shall be excluded from an employee's gross income as provided by law. During the annual open enrollment period established for the Plan, the EMPLOYER shall allow an AFLAC representative adequate time to explain the Plan and all available benefits to the individual employees provided that this does not interfere with the employees' work.

**ARTICLE THIRTY-TWO - DURATION OF AGREEMENT**

- 32.01** This agreement shall be effective from May 27, 2015 through June 30, 2017.

All terms and conditions of this AGREEMENT shall become binding upon ratification. This AGREEMENT shall automatically renew for successive periods of twelve (12) months unless either party to this AGREEMENT between one hundred and twenty (120) days and sixty (60) days prior to the expiration of any such period notifies the other of its desire to terminate, modify or amend this AGREEMENT. Within ten (10) days after such notification is served, or other mutually agreed upon date, a meeting shall be held between the parties.

**ARTICLE THIRTY-THREE - SUCCESSORS AND ASSIGNS**

- 33.01** The covenants and agreements herein contained shall be binding upon and inure to benefit of the parties and their representatives, successors, and assigns.

Except for the salary schedule which will be effective retroactively from the start of the 2014-2015 school year, this agreement shall be effective upon ratification and remain in effect through June 30, 2017. This agreement will be effective thereafter for successive periods of twelve (12) months, unless either party to the agreement, on or before sixty (60) days prior to the expiration of any such period, notifies the other of its desire to terminate, modify, or amend this agreement pursuant to Ohio Revised Code Section 4117.14

## ARTICLE THIRTY-FOUR - COMMUNITY SCHOOLS CONVERSION

- 34.01**
- A. In the event that the EMPLOYER converts any schools in this school district to a community (charter) school, the EMPLOYER will make every effort to reassign paraprofessionals displaced as a result of the conversion.
  - B. No employee shall be required to work at a community (charter) school if the employee would be employed by an entity other than EMPLOYER. If, however, any employee accepts employment at a community (charter) school located in this school district for any reason, the EMPLOYER will comply with the requirements of Ohio Revised Code Chapter 3314, but at a minimum, will comply with the following:
    - 1. Continue to provide 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 Agreements;
    - 3. Make certain that the 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 the employee's return.
  - C. In the event that the EMPLOYER converts any schools 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 to such employees the terms and conditions contained in this and all subsequent applicable agreements as required by law.
  - D. **Leave for Service in Community Schools**

**1. Entitlement to Unpaid Leave for Service in a Community School**

Pursuant to Ohio Revised § 3314.01, leave for service in a community school shall be granted to any paraprofessional who is employed by a community school located within the boundaries of the Dayton City School District.

**2. Application for Leave**

A paraprofessional who applies for leave for service in a community school and who is employed in a community school must a request for such leave in writing, to the Human Resources Department. The request must be accompanied by a letter verifying employment in a community school.

**3. Insurance**

Pursuant to Ohio Revised Code Chapter 3314 and Article 34 of the collective bargaining agreement, insurance provided to paraprofessionals employed by the District will be provided to those paraprofessionals who are granted leave for service in a community school.

**4. Seniority**

Pursuant to Article 34 of the collective bargaining agreement, paraprofessionals who are granted leave for service in a community school shall accrue seniority and will not be deemed to have broken seniority.

**5. Assignment Upon Return From Leave for Service in a Community School**

Paraprofessionals returning from leave for service in a community school shall be assigned to a position within the District as a paraprofessional, within their qualifications, consistent with Article 3 of the collective bargaining agreement.

**6. Termination of Leave for Service in a Community School**

When a paraprofessional's employment in a community school terminates, the paraprofessional must return to work as a paraprofessional in the District. Failure to return to work as a paraprofessional within the District will result in termination of this leave, loss of benefits, and loss of seniority.

**7. Placement on Salary Schedule**

Consistent with Article 34 of the collective bargaining agreement, Paraprofessionals employed by a community school will receive credit on the salary schedule for all years employed in a community school.

## **ARTICLE THIRTY-FIVE - PARAPROFESSIONAL/STAFF RELATIONS**

- 35.01      A.    Paraprofessionals shall be assigned to a particular school building or program. Nothing in this contract or in the notification of assignment sent to paraprofessionals shall be interpreted to be an assignment to a particular professional staff member, or other employee.
- B.    Within their job descriptions, paraprofessionals shall follow instruction of professional staff members, in addition to the appropriate administrator, including, making assignments and giving directions to the paraprofessionals working with them. This shall include, developing work plans for paraprofessionals, presenting work schedules for paraprofessionals, and incorporating paraprofessional work into weekly lesson plans.

## **ARTICLE THIRTY-SIX- EDUCATIONAL SUPPLEMENT**

- 36.01      Effective September 1, 2005 the EMPLOYER will pay an educational supplement of \$.75 per hour for all paraprofessionals who complete or have completed the educational training established by the Board of Education; or have passed the para assessment examination; or who have completed forty-eight (48) semester hours or seventy-two (72) quarter hours meeting the qualifications of NCLB. Commencing January 1, 2006 the amount of this educational supplement shall be increased to \$1.00 (See “wages”).

## **ARTICLE THIRTY-SEVEN - EDUCATIONAL TECHNOLOGIST POSITION**

- 37.01      A.    Members of the Paraprofessional Bargaining Unit will be employed for the contractual year of service in the assignment of Educational Technologist. The employee will support the school academic programs by providing technological assistance as outlined in the position description.
- B.    Any paraprofessional who does not successfully complete training will be removed from the position, and shall be placed in an open position in the bargaining unit. In the event there is no open position, the paraprofessional shall have the right to displace (“bump”) another employee as provided in Article Twenty-Three (23) of this AGREEMENT.
- C.    Educational Technologist positions will only be filled by those bargaining unit members who have successfully completed the educational technology training. The Educational Technologist position will be offered to the Library/Media Center Paraprofessionals who will be given the option to become an Educational Technologist without interviewing for the position, and receive training, or transfer to another position. The remaining paraprofessionals will be offered the opportunity to interview for the remaining positions, and based on the interview, will be placed in the training program. Any paraprofessional not employed in the position of Educational Technologist, but who completes the training, will not be

permitted to displace any employee currently employed as an Educational Technologist.

- D. The position of Library/Media Center Paraprofessional will convert to Educational Technologist and will remain in the Bargaining Unit.

### **ARTICLE THIRTY-EIGHT – DRESS CODE**

- 38.01** Paraprofessionals are expected to dress in appropriate attire in the workplace consistent with assigned duties.

### **ARTICLE THIRTY NINE—SICK LEAVE BANK**

#### **39.01 Establishment of Sick Leave Bank**

Sick Leave Bank, hereinafter referred to as “Bank”, shall be established for OAPSE Local 643. Participation in the Bank shall be voluntary. The Bank shall remain in existence, provided that eighty percent (80%) of the bargaining unit members volunteer to participate, and shall be governed by the procedures in the Article. The participation drive shall attain 80% of the OAPSE Local 643 by October 1<sup>st</sup>.

#### **39.02 Participation in the Sick Leave Bank**

Any new employee with one (1) or more days of accrued unused sick leave may elect to participate in the Bank and must do so by September 15 of each year. This includes new employees who are advanced five (5) days.

#### **39.03 Donation to Sick Leave Bank**

A participating employee in the Bank shall contribute one (1) day of sick leave to the Bank. Participating employees, except those whose accumulated sick leave has been depleted, shall contribute an additional day each time the Bank contains days numbering fewer than one hundred (100). Sick leave days shall not be returned to the employee except as provided hereinafter for the employee’s personal illness, accident or injury.

#### **39.04 Withdrawal from Sick Leave Bank**

A Sick Leave Committee (formerly known as Catastrophic Leave Committee) shall have three (3) members appointed by the ASSOCIATION, and three (3) members appointed by the

ADMINISTRATION, and shall be operated by guidelines established by that committee to approve or disapprove all requests for withdrawal from the Bank within the following limitations:

- 39.04.1 A withdrawal may be approved only upon the depletion of the respective employee's accumulated sick leave.
- 39.04.2 The maximum withdrawal for any employee shall be forty-five (45) days. Additional days may be granted by approval of the Sick Leave Bank Committee.
- 39.04.3 An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.
- 39.04.4 Withdrawals shall be in full day units.
- 39.04.5 All applications for withdrawal shall be in writing, shall be verified by the Committee, shall contain a physician's referral, and may be submitted on behalf of an employee by another person when necessary.

#### **39.05 Replacement of Withdrawal**

There shall be no requirement for an employee to replace sick leave days withdrawn from the Bank, except as equally required of all other participating employees.

#### **39.06 Eligibility for Sick Leave Bank**

An OAPSE Local 643 member who chooses not to participate in the Bank shall not be eligible to withdraw any sick leave already contributed by other OAPSE Local 643 members to the Bank.

#### **39.07 Unused Sick Days**

Unused days shall be returned to the sick leave bank.

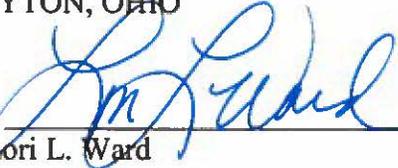
IN THE WITNESS WHEREOF, the parties hereto have set their hands this 29<sup>th</sup> day of June, 2015.

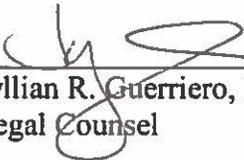
OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES,  
CHAPTER 643

By:   
Kim Jackson-Cook  
President

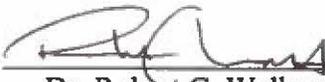
By:   
Jim Tackett  
Field Representative

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

By:   
Lori L. Ward  
Superintendent

By:   
Jyllian R. Guerriero, Esq.  
Legal Counsel

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

By:   
Dr. Robert C. Walker  
Board President

By:   
Craig A. Jones  
Treasurer

## APPENDIX A

### RATES OF PAY JOB CLASSIFICATIONS

AI.01 The following wage rates, job classifications and job assignment positions within such job classifications shall be applicable during the term of this AGREEMENT.

**Paraprofessionals**

<u>Step</u>	<u>2014-2015</u>		<u>2015-2016</u>		<u>2016-2017</u>	
	<u>Hourly</u>	<u>With Ed Supplement</u>	<u>Hourly</u>	<u>With Ed Supplement</u>	<u>Hourly</u>	<u>With Ed Supplement</u>
1	\$12.01	\$13.03	\$12.25	\$13.27	\$12.50	\$13.52
2	\$12.38	\$13.40	\$12.63	\$13.65	\$12.88	\$13.90
3	\$12.77	\$13.79	\$13.03	\$14.05	\$13.29	\$14.31
4	\$13.13	\$14.15	\$13.39	\$14.41	\$13.66	\$14.68
5	\$13.38	\$14.40	\$13.65	\$14.67	\$13.92	\$14.94
6	\$13.77	\$14.79	\$14.05	\$15.07	\$14.33	\$15.35
7	\$14.20	\$15.22	\$14.48	\$15.50	\$14.77	\$15.79
8	\$14.20	\$15.22	\$14.48	\$15.50	\$14.77	\$15.79
9	\$14.20	\$15.22	\$14.48	\$15.50	\$14.77	\$15.79
10	\$14.63	\$15.65	\$14.92	\$15.94	\$15.22	\$16.24
11	\$15.09	\$16.11	\$15.39	\$16.41	\$15.70	\$16.72

**Positions within the Classification:**

Aide for Physically Handicapped, Attendance Aide, Bus/Transportation Aide, Chapter I Aide, Child Care Aide, Computer-Assisted Instruction Aide, DPPF Aide, ESL Aide, Home Visitor Aide, In-House Suspension Aide, Instructional Aide, Library/Media Aide, Office/Clerical Aide, Reading Recovery Aide, Special Ed. Attendant Aide, Writing to Read Aide, Health Aide, Transportation Parent Liaison, Non-Vocal Communication Para, Educational Technologist, Parent Liaison

**AI.02 Progression and Wage Rate Within Classification**

- A. The indicated Step 1 rate for each job position within the paraprofessional classification shall be applicable for the first (1st) year of employment by the EMPLOYER in a paraprofessional job assignment if additional step increases are not indicated for the job classification.
- B. The indicated Step 2 rate, if indicated above, shall be applicable for the second (2nd) year of employment by the EMPLOYER in a paraprofessional job assignment.
- C. The indicated Step 3 rate, if indicated above, shall be applicable for the third (3rd) year of employment by the EMPLOYER in a paraprofessional job assignment.

- D. The indicated Step 4 rate, if indicated above, shall be applicable for the fourth (4th) year of employment by the EMPLOYER in a paraprofessional job assignment.
- E. The indicated Step 5 rate, if indicated above, shall be applicable for the fifth (5th) year of employment by the EMPLOYER in a paraprofessional job assignment.
- F. The indicated Step 6 rate, if indicated above, shall be applicable for the sixth (6th) year of employment by the EMPLOYER in a paraprofessional job assignment.
- G. The indicated Step 7 rate, if indicated above, shall be applicable commencing with the seventh (7th) year of employment by the EMPLOYER in a paraprofessional job assignment.
- H. The indicated Step 8 rate shall be applicable commencing with the tenth (10th) year of employment by the EMPLOYER in a paraprofessional job assignment.
- I. The indicated Step 9 rate shall be applicable commencing with the eleventh (11th) year of employment by the EMPLOYER in a paraprofessional job assignment.

A1.03 Employees who are employed by the EMPLOYER in a paraprofessional job classifications under this AGREEMENT after service with the EMPLOYER in other positions (or other programs such as C.E.T.A.) shall be credited for time with the EMPLOYER only for purposes of determining their step in this wage progression but not for any other purpose.

Any such employee who is paid at a step higher than one (1) shall stay at such higher rate for a time period equal to all time required in any lower step(s) plus the current step before being advanced to the next step.

A1.04 For wage progress purposes, a year of employment shall be computed on a regular school year basis only. For an employee to be considered as having completed a full year of employment, such employee must have worked a minimum of one hundred and twenty (120) days during the regular school year, as established by the school calendar. Employees who do not fulfill this requirement because they commence employment after the start of a school year, or who for any other reason do not fulfill this requirement, must actually complete this requirement during a school year to be advanced to the next step. The pay status of an employee shall be changed only: (a) at the commencement of a regular school year; or (b) at the time the employee is promoted or permanently transferred to a higher rated job.

A1.05 **Longevity Bonus:** After twenty (20) years of service, an employee will receive a longevity bonus of \$700 per year, payable in one lump sum by the second pay following the employee's anniversary date.

- A1.06 The Employer will comply with the provisions of Ohio R.C. §3313.53 regarding issuance of supplemental contracts.
- A1.07 **Lump Sum Payment:** In recognition of additional education requirements, each paraprofessional employed as of the first payroll date following ratification of this agreement shall receive a lump sum payment of \$150.00 less all applicable deductions.