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IN THE MATTER OF FACT-FINDING

BETWEEN

TEAMSTERS LOCAL 957

AND

MIAMISBURG CITY SCHOOL DISTRICT

BEFORE: Robert G. Stein

FACT-FINDING: CASE # 05-MED-12-1414

PRINCIPAL ADVOCATE FOR THE UNION:

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and

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## INTRODUCTION

The bargaining unit is comprised of approximately 225 employees who are employed at Miamisburg City School District (“Board,” “District,” “Miamisburg,” or “Employer”). This is a new bargaining relationship between the Board and Teamsters Local 957 (“Union” “Teamsters” or “Local 957”). However, prior to the Teamsters winning representation rights, the represented employees have been organized for several years under two different bargaining agents in their long history of negotiations with the Board. The employees of the bargaining unit have been organized and have collectively bargained since the 1970s. The bargaining unit contains a variety of classifications including but not limited to bus drivers, mechanics, aides, cooks, and custodians.

The school district is located in southwest Ohio with an enrollment of approximately 5500 students. It is considered a well managed District and has experienced a steady increase in enrollment over the past several years. Among the surrounding districts, Miamisburg ranks in the middle with regard to average residential income and per pupil expenditure. Teamsters Local 957 also enjoys a reputation of providing competent and effective representation of employees in a variety of employment settings. The previous collective bargaining agreement (“current agreement”) expired on June 30, 2005; however, the parties have maintained its terms while negotiations /fact finding continued. Much of the delay in arriving at a new agreement can be contributed to the typical lengthy process of changing bargaining agents through the democratic process of voting. However, negotiations have also been

prolonged given the number of issues to be resolved. During the process the former superintendent retired and a new superintendent was hired.

The fact finder was presented with 37 unresolved articles many of which contained several separate and distinct sections dealing with a variety of subject matter. Through an extensive effort at mediation, both with the parties and the advocates the number of unresolved issues was reduced with tentative agreement being reached on Articles 1, 3, 4, 5, 8, 13, 14, 16, 18, 19, 20, 28, 29, 30, 31, 33, 35, 36. The remaining unresolved issues, which in some cases represent unresolved sections of articles, will be addressed in this report. Advocates of both parties clearly articulated the position of their clients, along with providing supportive data and testimony on the many issues in dispute. What was particularly noteworthy in these negotiations was the considerable patience displayed by the bargaining teams and their willingness to work through the excruciating detail that typifies the establishment of a first contract with a new bargaining agent. When two diverse parties who have never formerly worked with each other (i.e., the Union and the Board), must go through an election process followed by negotiations in which they are required to agree with virtually every word contained in a comprehensive collective bargaining agreement, it is not unusual for such a process of reaching a new agreement to be extended beyond one year. Further complicating matters was the fact that the District hired a new Superintendent during this period. In an effort to expedite the issuance of this report, the fact-finder will provide a summary of his rationale on all issues followed by detailed recommendations for resolution of each issue. In addition, the fact-finder will summarize the position of each party and reference each party's Position Statement for those who seek greater detail.

## **CRITERIA**

### **OHIO REVISED CODE**

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

## **OVERALL RATIONALE FOR RECOMMENDATIONS**

The District projects it will spend down its current carryover balance and may be in a deficit situation if it does not renew or replace its current emergency levy that expires in 2008. According to the Board, during the past eight years it has had some difficulty convincing voters to pass some bond issues and one operating levy. Although the District is currently considered to be good financial condition, future funding needs and the financial implications of same shall be taken into consideration in terms of a multi-year agreement. The teacher's collective bargaining agreement expires on 6/30/07, which normally means the District and the teacher bargaining unit will be negotiating in the spring of 2007.

The financial condition of Ohio and school financing in general has been uncertain for several years. While the stock market has in recently hit record highs, widespread prosperity, particularly in many places in Ohio, remains more of a hope than a reality (See Employer's exhibit on Economic Indicators). High paying manufacturing jobs are disappearing or are being replaced by lowering paying positions. Recent statements by newly elected Ohio Governor echo the financial concerns Ohio continues to face in the coming years. Fair and proper school funding, a long acknowledge problem, has yet to be addressed in any substantial way in Ohio. Unfortunately, Montgomery County, where the District is located, is one of the areas in Ohio that has lost a significant percentage of its manufacturing base.

The fact finder is also cognizant of the fact that the employees in the bargaining unit have gone without a raise for a considerable period of time. Moreover, it is clear that just like every other employee in Montgomery County, the wages of the employees in the

bargaining unit are being gradually eroded by the continued rise in the cost of living. It is incumbent upon the parties to agree to terms that strike a balance between fiscal prudence and the need to provide reasonable and competitive salary and benefit increases.

<b>Issue 1</b>	<b>Article 2</b>	<b>Union Membership</b>
<b>Section 1: TA</b>		
<b>TA on all sections except 2.1.4 through 2.1.6 <u>Fair Share Fee</u></b>		

The current agreement contains a provision for the implementation of a fair share fee after a threshold of 65% voluntary membership is obtained by the bargaining unit. However, in terms of internal comparables, which is one of the criteria fact finders are to consider, the teachers' agreement contains this provision but not this requirement. It is also noted that by a substantial majority the employees of the bargaining unit, voted to change bargaining representatives. It is not unusual for an employer to be reluctant to agree to a fair share fee in situations in which union representation is both new to the employer and to its employees. This is clearly not the case in this matter. The employees of the bargaining unit are employees who literally have decades of experience with union representation, and it is reasonable to presume that they are cognizant of the implications of having a fair share fee provision in the collective bargaining agreement. This is a commonly accepted provision among public and private sector bargaining units, particularly in densely populated metropolitan areas of Ohio, which lends support to the Union's argument to have the same right that already exists in the teachers' collective bargaining agreement.

## Recommendation

### Article 2, Section Sections 2.1.4 -2.1.6

2.1.4 Fair Share Provision. It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Board from the wages of the employee and its payment to the Union is automatic and does not require the written authorization of the employee. The Union shall provide the Treasurer with written notice of the amount of the fair share fee and any changes in the fees with the effective date. The Treasurer may rely exclusively on such written notice.

2.1.5 Bona Fide Religious Exemption. All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(C) pertaining to bona fide religious exemption.

2.1.6 Rebate Procedure. The Union represents to the Board that:

a. An internal advanced fee reduction procedure has been established in accordance with Section 4117.09 (C) of the Ohio Revised Code;

b. A procedure for challenging the amount of the fair share fee had been established and will be given to each bargaining unit employee who does not join the Union; and

c. Such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the state of Ohio.

d. Where applicable, annually, the Union shall provide the Board, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, the Union sends to fair share fee payers, if any, relating to the deduction of fair share fees, provided, however, that the Union may omit any information which sets forth amounts of monies the Union spends in various categories, or other specific information not necessary to comply with constitutional requirements.

<b>Issue 2</b>	<b>Article 6</b>	<b>Management Rights</b>
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What the Board is proposing is consistent with managerial rights articulated in ORC 4117. It also contains common language and principles which can be found in

many labor agreements both in the public and private sectors. Most notable is the fact that the language proposed by the Board mirrors that which is contained in the teachers' collective bargaining agreement.

## **Recommendation**

### MANAGEMENT RIGHTS

- 6.1 Unless specifically abridged, delegated, limited, or modified by the express and specific terms of this written Agreement, the Board reserves to itself and the administration the power and authority to:
  - a. Determine matters of inherent managerial policy including but not limited to curriculum, educational and related programs, standards and expectations for service, overall budget, utilization of technology, and organizational structure;
  - b. Hire, evaluate, direct, and supervise employees;
  - c. Effectively manage the workforce, determine the adequacy of the workforce, determine the methods, processes, means and personnel to perform specific services, and to maintain and improve the efficiency and effectiveness of the educational process and school operation;
  - d. Discipline, suspend, demote, or terminate employees for just cause, and to lay off, non-renew, transfer, assign, schedule, or promote employees.
- 6.2 Before changing any term or condition of employment affecting members in the bargaining unit provided in the Agreement or modifying existing terms or conditions of employment, the Board shall give the Union written notice of such and the opportunity to bargain collectively about the Board's proposed action. Otherwise, the exercise of Management Rights set forth in this Article requires neither prior notice, negotiations, nor agreement with the Union. Such exercise of management rights must be reasonable.
- 6.3 The Board may implement a reasonable work rule on attendance and absenteeism.

**Issue 3      Articles 7.5, 7.6      Grievance Procedure**

**TA on sections 7.1 – 7.4**

The first issue in dispute provides the arbitrator with binding authority to resolve disputes. Of significance to the Union's position is the fact that the parties have a history of agreeing to binding arbitration of grievances. In addition, the teachers' collective bargaining agreement contains such a provision. The second issue concerns the expenses of the arbitrator. The Board seeks to re-establish the loser pay provision contained in the previous agreement. The Union proposes a shared expense approach.

In both the private and public sectors the most common form of payment to arbitrators is the shared expense approach. The parties are equal partners in a collective bargaining relationship, and the costs of arbitrating disputes are normally shared. The loser pay approach is plagued with several problems. One may surmise that a loser pay provision will deter grievances from being filed; however, no data was presented to the fact finder to demonstrate that a loser pay provision dissuades issues from being grieved. Secondly, a loser pay provision may often become meaningless when the parties raise multiple issues and the arbitrator issues rulings that partially go against the position of both parties (e.g. arbitrability and merits). Some experienced arbitrators will not take a case with a loser pay provision, depriving the parties from choosing an experienced neutral. Finally, it is essential that an arbitrator be chosen to rule on an issue in the most objective fashion possible. The shared expense approach avoids the harshness of a loser pay provision and will play no role in the wording of the arbitrator's findings or award.

## **Recommendation**

### **7.5 Authority of the Arbitrator.**

The arbitrator so selected will schedule a hearing at a mutually agreeable date. The arbitrator shall have no power to alter, amend, change, add to or subtract from or modify any of the provisions of this Agreement or any other written agreement made supplementary hereto. The decision of the arbitrator shall be final and binding upon all parties to the dispute.

### **7.6 Expenses of the Arbitrator.**

The compensation of the arbitrator and his/her expenses incidental to the arbitration shall be shared equally by the parties.

<b>Issue 4</b>	<b>Article 9</b>	<b>Layoff and Recall</b>
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The Union is seeking improvements and protections in the layoff language from the previous collective bargaining agreement. The previous language does not contain rationale for layoffs, but does provide for a bumping procedure within the same classification series. The Union argues that employees should be allowed to bump into other classification for which they are qualified in the event of a layoff. The Board is seeking to place more requirements on those employees who exercise bumping rights within and outside of a classification. While the Board made a strong argument to establish clear language regarding its rights under this provision, the Union made equally strong arguments regarding expanding an employee's rights, providing he/she is qualified to maintain employment within or outside of their classification series. While qualifications are sometimes difficult to assess, the facts justify a measured departure from the previous language.

## **Recommendation**

## ARTICLE 9

### *LAYOFF AND RECALL*

- 9.1 Whenever the Board determines, due to job abolishment, lack of work or lack of funds, to reduce the number of employees or reduce the scheduled work hours of an employee, probationary employees in the classification affected shall be laid off first, followed by temporary employees. If further reductions are necessary by non-probationary employees would be the next category of employee to be affected as follows:

#### Layoff sequence with Bumping Rights

- 9.1.1 The least senior employee in the affected classification will be laid off. Within a classification, the employee with the least classification seniority shall be the first reduced or laid off, with additional reductions or layoffs within the classification made on the same basis.
- 9.1.2 The right of the affected employee to bump the least senior employee in the same classification series. An employee laid off shall have the right to displace the employee in the next lower classification within the same classification series with the least District seniority provided the first employee possesses more District seniority than the second employee.
- 9.1.3 The right to bump into another classification series if qualified. An employee in the classification or classification series who within the last five (5) years held a job on a regularly scheduled basis in another classification or classification series may exercise displacement rights within the second classification or classification series based on District seniority if the employee possesses the necessary qualifications for the position within the second classification or classification series.
- 9.1.4 The ability for an employee to pre-qualify for the classification series of custodian. In addition, an employee may pre-qualify to exercise displacement rights from another classification or classification series to the custodial classification based on District seniority under this Section. The Board shall make available, when feasible, the opportunity for bargaining unit members outside of the custodial classification to serve voluntarily as temporary custodians, for which they will be paid the substitute custodial rate. Such temporary summer work hours will not be taken into account for purposes of insurance eligibility or insurance contribution based on contracted hours. At the conclusion of a summer of

temporary custodial work, the Board shall evaluate the employee's performance and issue a statement in writing notifying the employee whether he or she has pre-qualified for displacement rights into a custodial position if the employee is reduced in hours or laid off from his or her position within five (5) years of the date of the written notice of prequalification.

- 9.2 Except as provided in Article 21 for bus drivers and Transportation Aides, an employee who is reduced in hours shall be permitted to replace the least senior employee in the same classification over whom the first employee has seniority, and who works the same or fewer hours daily as the reduced employee worked. With respect to MH aides, special education aides, and educational aides who are reduced in hours, for educational reasons unique to the circumstances the administration may assign/transfer them to a position held by an employee with less classification seniority and who works the same or next fewer hours as the reduced employee worked.
- 9.3 An employee on lay-off shall have reinstatement rights for a period of eighteen (18) months from the effective date of lay-off. Recall shall occur before the posting and bidding of vacancies in the affected classification or classification series.
- 9.4 Vacancies occurring in a classification of lay-off or in a classification below it within the same classification series shall be offered to laid-off employees from that classification and to employees who exercised displacement rights after being laid off from the classification, using District seniority, provided the employees possess the qualifications for the position.
- 9.5 It shall be the responsibility of the employee to keep the Board advised of his/her current address and telephone at all times. Laid-off employees with recall rights shall be given written notice of recall by certified mail, return receipt requested, mailed to their last known address appearing on their personnel record. The recall notice must advise the employee that he/she shall have fourteen (14) calendar days from mailing to notify the Board of his/her intention to return to work. Further, the notice must advise the employee that he/she must make himself/herself available for work within twenty-one (21) calendar days after the recall notice is mailed. In the event the employee fails to respond to the notice or fails to make himself/herself available for work in the time prescribed, he/she shall be removed from the seniority list; except that employees have the right to reject an offer of recall for lesser hours of employment without losing their position on the recall list. Reasonable exceptions shall be made for employees who, for legitimate reasons, establish that they did not receive the recall notice within the time periods set forth herein.
- 9.6 The Classifications and Classification Series set forth in Article 17 shall be utilized in making decisions under this Article.

9.7 See Section 17.1 for Definition of Classifications/Series

<b>Issue 5</b>	<b>Article 10.2 and 10.3</b>	<b>Discipline</b>
<b>TA on sections 10.1, 10.4-10-5</b>		

The parties agree that discipline should be issued in a timely manner in order to be fair and efficacious. It is also an issue that many arbitrators view as significant in meeting a just cause standard. However, every disciplinary matter is unique in its fact pattern, making it very difficult to arrive at a standard time limit for the implementation of any corrective action. Moreover, the parties do not have a great deal of experience with one another to indicate that the timeliness of discipline is a problem.

Section 10.3 deals with the removal of discipline from an employee's file. Provisions of this nature are common in both the private and public sectors. An employee who learns from his/her mistakes should not have to be haunted by them well after they have any meaningful effect on judging future conduct. It is also common to place different time limits for removal based upon the level of discipline.

## **Recommendation**

### ARTICLE 10 DISCIPLINE

#### 10.1 Discipline

The Board shall not discipline any non-probationary employee without just cause. Ordinarily, discipline shall be progressive in nature, in accordance with the procedure set forth below. However, the type and degree of discipline to be

issued depends on the facts and circumstances of each case. The Superintendent/designee may impose discipline pursuant to this Article.

Progressive Discipline:

1. Informal/oral reprimand (to be reduced to writing and provided to the employee)
2. Written reprimand
3. Three (3) day suspension without pay or working suspension
4. Five (5) day suspension without pay or working suspension
5. Termination

Nothing herein shall preclude the Board from issuing the same step of progressive discipline on more than one (1) occasion. Neither oral nor written reprimands will be subject to arbitration.

10.2 Timing of Discipline

Discipline shall be issued or imposed with reasonable promptness after the Board knows of the alleged misconduct or violation. If the Board does not issue or implement the discipline within ten (10) workdays after beginning an investigation, the Board shall notify the employee that it is conducting an investigation and is continuing or finalizing the investigation.

10.3 Removal of Materials from File

10.3.1 In accordance with Section 10.1 the parties view discipline as a corrective tool in order to fulfill the mission of the District, and to help employees improve their performance. Except for the infractions listed in 10.3.3, it is the intent of the parties for employees to be able to restore their personnel record to a discipline free status in accordance with the schedule listed below and in Section 10.3.2. Therefore, upon written request of the employee, discipline shall be removed from an employee's record providing said employee demonstrates that they been able to correct their conduct and have remained discipline free (with no intervening disciplinary action occurring from the date of the discipline to the conclusion of the following time periods:

1. Informal/oral reprimands shall be removed in accordance with the 10.3.1 after nine (9) months;
2. Written reprimand shall be removed in accordance with 10.3.1 after 18 months;

3. Three (3) day suspension without pay or working suspension shall be removed in accordance with 10.3.1 after 27 months;
4. Five (5) day suspension without pay or working suspension shall be removed in accordance with 10.3.1 after 36 months.

10.3.2 Exceptions to the above schedule involve any discipline issued for moving traffic violations of bus drivers; undue physical force or restraint used on or against students by any employee, and/or damage by bus drivers to vehicles in which the bus drivers is determined by legal authorities to be at fault, and which results in a suspension. Disciplinary records involving these infractions will be removed from an employee's record providing said employee demonstrates that they been able to correct their conduct and have remained discipline free (with no intervening disciplinary action occurring from the date of the discipline to the conclusion of the following time period:

Five (5) years

10.3.3 Discipline involving misconduct involving moral turpitude shall not be eligible for removal.

#### 10.4 Union Representation

The Board agrees that, for any interview with an employee that potentially may lead to discipline, the Board will not proceed with the interview without offering the employee the opportunity to have one (1) Union representative (Steward or other available representative) present. In the event the Board believes at the time of the interview that the issue may lead to the employee's termination, the employee shall have the right, upon his/her request, also to have the Union Business Representative present. The Board may place the employee on unpaid status temporarily if the Union Business Representative is not available for the interview within two (2) workdays until such representative is available. The Board shall provide to the Union Business Representative a copy of all discipline issued.

#### 10.5 Conference Prior to Suspension or Discharge

Before implementing a suspension or discharge of a non-probationary employee, the Superintendent/designee shall provide an opportunity for a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain the misconduct or other cause.

##### 10.5.1 Right of Employee for Representation

The employee has the right to be accompanied at the conference by a steward or Business Representative. The conference will be scheduled as promptly as possible by the Superintendent/designee but with at least twenty-four (24) hours notice to the Business Representative and the employee. The Board shall provide to the Union Business Representative a copy of all discipline issued.

#### 10.5.2 Right to Remove Employee Who Poses A Danger

If the Superintendent/designee determines that the employee's continued presence in employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee with pay for up to three (3) days pending the conference to determine final disciplinary action.

<b>Issue 6</b>	<b>Article 11.8</b>	<b>Vacancies</b>
<b>TA on sections 11.1-11.7</b>		

What the Union is proposing in regard to lunchroom substitution is reasonable and conforms with common labor relations practice of providing short hour people more hours and greater experience in accordance with their status and expertise. Moreover, it provides the Employer with greater knowledge of an employee's ability to handle greater responsibility.

### **Recommendation**

11.8 When bargaining unit lunchroom employees are absent, shorter-hour bargaining unit lunchroom employees in the same location shall have the first opportunity to fill the position caused by the absence before substitutes are utilized. If a shorter-hour lunchroom employee accepts the position under this circumstance, the shorter-hour employee shall remain in the position for the entire length of the lunchroom employee's absence that day and shall be paid at the appropriate step of the rate of pay for that higher position for the entire length of the lunchroom employee's absence that day. A substitute may be utilized to fill in for the shorter-hour bargaining unit employee so upgraded.

<b>Issue 7</b>	<b>Article 12.3, 12.6,12.13</b>	<b>Hours of Work and Overtime</b>
<b>TA on sections 12.1-12.5, 12.7 – 12.17</b>		

Time is a precious commodity especially in a complex society. In section 12.3 it appears reasonable, for purposes of communications as well as sound labor relations, to encourage dialogue between employees and supervisors on the important subject of schedule changes. In 12.13 the Board is seeking the flexibility it argues is necessary to make starting and ending time adjustments for bus driving routes during the school year. It is reasonable for the Board to be able to make such adjustments; however, it is clear that drivers pick certain routes to work around child care obligations or other care giving responsibilities (e.g. for spouse, parents, etc.) which places an employee in a serious bind. While a reasonable argument can be made for either of the parties' positions, the Union is seeking a change that does not benefit employees with the same frequency. It is also unclear how often employees are required to work more than eight (8) hours in a day. In the context of other economic changes that affect more employees, the facts do not support a departure from the past overtime provision based upon working over forty (40) hours in a week.

## **Recommendation**

### ARTICLE 12 HOURS OF WORK AND OVERTIME

#### 12.1 Payment of Hours Worked

Bargaining unit employees shall be paid for all time they are required to be on the job, including meetings with management. Payment for extra time will be based on twelve (12) minute increments, each equal to one-fifth (1/5) of an hour. For example, in the event a bargaining unit employee works seven (7) minutes or more into the next time increment, the bargaining unit employee shall be paid for the full twelve (12) minute increment.

#### 12.2 Time Sheets (Non-Transportation)

All bargaining unit employees shall be responsible for filling out time sheets for the purpose of recording overtime or any time beyond their normal scheduled hours. Bargaining unit employees will also be responsible for filling out deductible time.

#### 12.3 Altering Time Sheet of Employee

The supervisor shall not change a time sheet between the submission of the time sheet and payday (other than corrections of math) without discussing the issue with the bargaining unit employee before the time sheet is sent to payroll. The supervisor, or designee, shall make the necessary copies of the time sheet and provide a copy to each bargaining unit employee within one workday after the supervisor submits the time sheet to payroll.

#### 12.4 Scheduled Start Time

Bargaining unit employees will be considered late up to three minutes after scheduled start time and tardy thereafter. If seven or more minutes late, time will be deducted. Violation of attendance rules/regulations shall be cause for discipline actions.

#### 12.5 Time Variant Form

Submission of a Time Variation Form is a critical component to the proper processing of the pay system. Submitting a Time Variation Form is required duty of all bargaining unit employees and shall be completed while the bargaining unit employee is on duty. The supervisor, or designee, shall provide the bargaining unit employee a copy of the Time Variation Form within two (2) workdays after submission to payroll, provided, however, that such two workdays will be extended for the supervisor's absence from work or from the District. The bargaining unit employee shall be paid for all approved time submitted on a Time Variant Form by the next pay period following submission. Failure to submit a Time Variation Form shall be cause for discipline action.

#### 12.6 Overtime Defined

"Overtime" is the work time required of the employee in any calendar week in excess of forty (40) hours. Only hours when the employee is on the job in the active performance of services for the District shall be credited toward such forty (40) hours, except that holidays and paid vacation time shall be credited toward such forty (40) hours. The regular work schedule for 12-month employees (custodial, maintenance, and mechanics) shall be five eight-hour days, forty (40) hours per week.

#### 12.7 Pay For Working Holidays and Sundays

An employee who is required by the Board to work on a holiday shall be paid in accordance with Section 33.6. Hours worked on Sunday shall be at two (2) times the regular hourly rate of the employee. There shall be no pyramiding of overtime with any other premium rate of pay. This paragraph does not apply to Facility Monitors.

#### 12.8 Calculation of Overtime Pay/Compensatory Time

An employee working overtime shall be paid one and one-half times his regular hourly rate of pay unless at the time the overtime is worked, the employee and the Superintendent or Designee agree in writing to compensatory time off in lieu of overtime pay at one and one-half times the number of overtime hours. An employee may not accumulate more than 240 hours of compensatory time. Compensatory time which is not used by June 30 of any year shall be paid at the rate of one and one-half times the employee's regular hourly rate at the time earned, such payment shall be made on or before the second pay in July. Use of compensatory time must be scheduled with the approval of the Superintendent or designee.

Employees wishing to carry over compensatory time must submit a written request for approval and must not exceed forty (40) actual hours. This time must be taken in compensatory time and used by December 31.

#### 12.9 Volunteer Overtime List

The administration will, at least once each year starting in July, circulate an overtime sheet by classification, requesting bargaining unit employees to sign if they are interested in overtime work within that classification. The names on the list shall be used on a rotating basis, by seniority. This list will be known as the overtime list. If no employee accepts the overtime, it will be required of the least senior employee on the bargaining unit seniority list (by rotation) who is qualified to do the work if not already scheduled to work. When a bargaining unit employee is skipped for an excused reason, he or she shall be required to serve the overtime at the next occurrence. Failure to fulfill required overtime duty may result in disciplinary action.

12.10 Emergency Situation Defined

An emergency situation shall be defined as an unanticipated event that requires immediate action.

12.11 Emergency Situation - Building Employee(s) on Overtime List

In an emergency situation, if there is an appropriately classified bargaining unit employee who works in that building and is on the overtime list, that person shall be asked to work first. If more than one such qualified bargaining unit employee works in the building, seniority rules shall apply.

12.11.1 Appropriately classified refers to matching the nature of the emergency work to the qualification (job classification) of the employee.

12.12 Emergency Situation - Building Employee(s) not on Overtime List

In an emergency situation, if no appropriately qualified overtime listed bargaining unit employee works in that building, then a bargaining unit employee not on the overtime list shall be asked to work by seniority. If no bargaining unit employee accepts the overtime, it may be required of the least senior bargaining unit employee on the bargaining unit seniority list (by rotation) who is qualified to do the work if not already scheduled to work.

12.13 Calamity Days

Calamity days/times exist only when Miamisburg City Schools officially declares school closed or delayed due to inclement weather or emergency situations.

Drivers or Transportation Aides with alternative calendar schedules serving other districts in addition to Miamisburg will be on total calamity time when Miamisburg City Schools close or delay. When the other district(s) served officially close or delay, drivers will be on calamity time only for that portion of their contracted time.

Drivers or Transportation Aides whose total contracted time serves other districts outside of Miamisburg and those districts officially close or delay must report to work and may be assigned to sub part or in whole another Miamisburg bus route. The drivers or Transportation Aides may be required to adjust their regular start and end time, unless the employee has a legitimate schedule conflict out of his/her immediate control. Any additional time worked beyond their normal contract hours will be at their regular rate of pay, unless otherwise provided in this Agreement.

12.14 Payment for Reporting to Work on Calamity Days and Delayed Schedules

On calamity days, whenever that determination is made, employees who have started work will be paid for time worked in addition to calamity day pay.

Employees who have reported to work prior to notification of a school delay shall be paid if they remain at their work location until a decision has been made about the school schedule.

12.15 Employees Who Hold Two (2) or More Positions

When a change in the School District's schedule makes it impossible for a bargaining unit employee to perform fully both positions he/she holds in the District, the bargaining unit employee's attendance record will not be adversely affected.

12.16 Employee Right to Request Reassignment

Employees shall have the right to request reassignment. The Administration will annually survey the staff.

12.17 Breaks for Eight-Hour Employees

All bargaining unit employees who work eight (8) hour shifts shall be given and limited to one fifteen (15) minute break prior to the meal break and one fifteen (15) minute break after the meal break and before the end of the shift. The breaks shall be scheduled by the Supervisor. If the bargaining unit employee is called off of or denied the break due to an emergency, after the emergency the bargaining unit employee will be allowed the fifteen (15) minute break, if possible.

<b>Issue 8</b>	<b>Article 15.1.8</b>	<b>Leaves of Absence</b>
<b>TA on sections 15.1.1-7, 15.1.9-15.14</b>		

The Union is seeking to expand the personal day use in the District per building. The Board opposes such liberalization unless specific safeguards are included. The previous language limited the use of personal leave to two employees in the same classification in the entire District. The facts support a measured expansion of this benefit provided certain conditions of proper coverage are met.

## **Recommendation**

- 15.1.8 The use of personal leave shall be limited to no more than two (2) employees per classification per building. However, the Superintendent reserves the right to limit the number of employees who can use personal leave on the same day, if urgent and compelling circumstances exist that would cause staffing to fall below minimum operational levels. The exercise of this right by the Superintendent will first affect the least senior employee who has requested the leave. If an employee is employed in more than one classification, this limit applies to the classification for which the employee is contracted for the most hours. The Superintendent can grant emergency waivers for unavoidable situations.

**Issue 9 Articles 17.1, 17.3**

**Job Classifications and Descriptions**

**TA on sections 17.2, 17.4**

The Board is seeking the ability to implement its last offer after bargaining in good faith on a wage rate following a change in a job classification description. The Board persuasively argues that binding interest arbitration is a logical method to handle a dispute in this area. This is a commonly accepted method of resolving disputes over such matters and it allows for work to continue uninterrupted while the parties peacefully deal with their differences. Moreover, the prospect of binding arbitration being invoked often prompts the parties to be reasonable in their positions and often prompts them to arrive at a settlement without the need to go to arbitration.

## **Recommendation**

ARTICLE 17  
JOB CLASSIFICATIONS AND DESCRIPTIONS

17.1 Classifications

The following classifications and classifications series are hereby recognized as covered by this Agreement.

<u>Classification Series</u>	<u>Classifications</u>	
<u>Mechanic</u>	Class II	Head Mechanic
	Class I	Mechanic
<u>Transportation</u>	Class II	Bus Driver Trainer
	Class I	Driver
<u>Delivery Service</u>	Class II	Messenger
	Class I	Food Transportation
<u>Maintenance</u>		General Maintenance Worker
<u>Custodial</u>	Class II	Maintenance Custodian
	Class I	Night/Day Custodian
<u>Food Service</u>	Class IV	Kitchen Manager
	Class III	Satellite Manager
	Class II	Cook
	Class I	Lunchroom Employee
<u>Library</u>	Class III	Media Center Paraprofessional
	Class II	Audio Visual Clerk/Textbook Clerk
	Class I	Textbook Clerk
<u>Aides</u>	Class IV	Multi-Handicap (MH)
	Class III	Special Ed/Mobility/ Intervention Aide
	Class II	Educational or Teacher Aide
	Class I	Transportation Aide
<u>Monitor</u>	Class II	Parking Lot Monitor

		Safety Patrol Monitor
		Lunchroom/Playground Monitor
	Class I	Detention Monitor Facility Monitor
<u>Computer</u>	Class II	Network Support Specialist
	Class I	Computer Technician
<u>Interpreters</u>	Class I	Interpreter for Hearing Impaired

17.2 Job Descriptions

Each bargaining unit employee currently employed shall receive a copy of the job description for the appropriate classification in which he/she is employed and each new employee shall receive a copy of such. Job descriptions shall be written for the appropriate job classifications and shall be reviewed annually with the Union Business Representative.

17.3 Changes in Job Descriptions

Prior to any change in any job description covered under this Agreement, the Union Business Representative and the bargaining unit employee(s) affected shall be notified of such changes anticipated and the effective date of such change. Any proposed changes to a job description that increases the scope or amount of work to be performed, or increases the responsibilities of the job, shall be subject to negotiations with the Union with respect to the wage rate. If there is no agreement within thirty (30) calendar days on the wage rate, the Board may implement its last position. The Union's exclusive remedy to challenge the Board's compliance or alleged non-compliance with this section 17.3, as well as the determination of the appropriate rate, shall be the grievance/arbitration procedure of this contract as interest arbitration and not an unfair labor practice charge.

17.4 Union to Receive Job Descriptions

The Union Business Representative shall receive a copy of all job descriptions for each classification of bargaining unit members.

<b>Issue 10 Articles 21.1, 21.2, 21.3, 21.9, 21.20</b>	<b>Transportation</b>
<b>TA on sections. 21.4 – 21.8, 21.10 - 21.19</b>	

In Section 21.1 the parties disagree on how to define a route. This is a critical issue for both bus drivers and the Board. The Union is seeking to maintain the same approach as has been taken in the past, which does not include kindergarten, pre-school, or mid-day routes. The evidence does not support a departure from the accepted past definition of regular bus routes. The change in language in Section 21.9 maintains operational continuity and allows for an employee, who has home school students, to take time off per the District's calendar. There has been no increase in the amounts listed for tools and uniforms for four (4) years. While the evidence and testimony do not support an increase in the tool allowance, an immediate adjustment in the clothing allowance followed by gradual increases is justified.

## **Recommendation**

### ARTICLE 21 TRANSPORTATION EMPLOYEES

#### 21.1 Regular Bus Routes

A regular route is made up of all the runs assigned to one driver for a particular day exclusive of kindergarten runs, pre-school routes and mid-day routes.

#### 21.2 Regular Routes to be Filled Annually by Classification Seniority

All regular routes for drivers and Transportation Aides shall be filled on a classification seniority basis, and the selection process shall take place one week prior to the opening of the Miamisburg City Schools student school year. Drivers and Transportation Aides shall be notified of the Annual Selection Date the last day school is in session. The posting of the regular routes shall include each route number, the number of hours anticipated for each route, a description of each route (which shall include anticipated location of each stop, work calendar, number of students for each route, length of time of each route and designed school), the starting time for each route and any other information the Transportation Supervisor deems pertinent. A copy of all posted and awarded

routes with contracted hours shall be sent to the Union Business Representative and Chief Steward.

### 21.3 Kindergarten Routes

The selection process for all kindergarten routes, pre-school routes and mid-day runs for drivers and Transportation Aides shall be filled on a classification seniority basis, and the selection process shall take place one week prior to the opening of the Miamisburg City Schools student year at the same time as route bidding in Section 21.2. The posting of such routes shall include each route number, the anticipated number of hours for each route, a description of each route, the starting time for each route and any other information the Transportation Supervisor deems pertinent. A copy of all posted and awarded routes with contracted hours shall be sent to the Union Business Representative and Chief Steward.

#### 21.3.1 Kindergarten And Pre-School Orientation

Kindergarten and pre-school drivers shall be paid two (2) hours regular pay for kindergarten and pre-school orientation.

#### 21.3.2 Extra Trips

Kindergarten, pre-school and mid-day drivers cannot bid on extra trips that would conflict with their kindergarten, pre-school and mid-day routes.

### 21.4 Filling of Routes after Annual Selection

Routes that become vacant after the annual selection process and prior to April 1 shall be posted for a period of three (3) workdays. Routes shall be filled in a timely manner on a classification seniority basis and subject to the bidding process. This process will continue for no more than two additional postings (for three (3) workdays, and then three (3) workdays) with the final vacancy filled by a sub for the remainder of the year. The reassignments as a result of all bidding under this paragraph shall occur within three (3) workdays of the close of the last bidding. A driver may exercise only two (2) bid moves in a school year after the annual August selection of routes.

### 21.5 Bidding For Existing Routes with an Increase or Decrease of Hours

#### 21.5.1 Bidding for Existing Routes with an Increase of Hours

Whenever the total runs assigned to a particular route cause the total daily time to increase by more than thirty (30) minutes accumulative during the school year, the route(s) shall be posted at the Transportation Center by

the Supervisor for a period of seven (7) calendar days. All routes shall be filled on a classification seniority basis and subject to the bidding process.

#### 21.5.2 Right of Driver Whose Hours are Decreased

A driver or Transportation Aide whose regular route is being reduced by thirty (30) minutes or more accumulative during the school year shall have the right to displace the regular driver (or Transportation Aide) next in line of classification seniority. A bus driver or Transportation Aide so displaced shall have similar displacement rights if he or she has sufficient classification seniority.

#### 21.6 Elimination of Routes to be Handled by Classification Seniority

Because of reductions, if transportation runs for grades nine (9) through twelve (12) are eliminated, the remaining routes (excluding kindergarten routes) will be offered to drivers with the highest classification seniority. When eliminated runs are added back, in whole or in part, these routes will be offered to the drivers with the highest classification seniority.

#### 21.7 Rights of Management to Change Routes and Drivers

The administration reserves the right to make changes in the runs, routes, and drivers as necessary during the school year to assure the most efficient and safe operation of the student transportation system.

#### 21.8 Regular Drivers Serving as Subs for Kindergarten, or Other Mid-Day Portions of Routes to be filled by Classification Seniority

When a driver is absent from the kindergarten route, pre-school route or mid-day portion of their route, the route will be offered to the driver with the most classification seniority on the mid-day sub list. If that driver is not available, the route will be offered to the next driver in line of classification seniority.

#### 21.9 Schedules Conflicting with Home School

Employees who transport students for schools outside the district who have conflicting spring break schedules with the home school shall be permitted to take Miamisburg's Spring Break as an unpaid vacation.

#### 21.10 Use of Radio

Bus drivers or Transportation Aides who have children who ride the school buses in the district shall have the right to use the bus radio as a means of communications to his/her child's bus driver in case of emergency.

21.11 Bus Evacuations

School bus evacuation drills will be conducted per state regulations with two (2) such drills prior to October 30 and one (1) drill in April. All drills shall be documented on forms provided and at least one (1) drill shall be observed by the Transportation Supervisor/designee.

21.12 Notification of All Severe Weather Conditions

When severe weather conditions are threatening, the Transportation Supervisor or designee, and the appropriate drivers shall exchange information pertinent to the situation and immediately notify all bus drivers of the condition and the necessary precautions to take.

21.13 Drug and Alcohol Testing/Time of Testing

All drug and alcohol testing shall be conducted in accordance to Federal and State guidelines and laws. All such testing shall take place immediately before, immediately after or during a route. This testing shall not apply to drivers or Transportation Aides who are on approved leaves of absence. All drivers and Transportation Aides shall be paid at their regular hourly rate for all time going to and from the place of the test and for all time spent to take the test. All tests will be paid by the Board.

21.14 Conflicting School Schedules

When school schedules conflict (i.e. spring breaks, Christmas recess, teacher conferences) and transportation is required, an alternate schedule will be established.

21.15 Time Increments - Procedural Classification

Fifteen (15) minutes of pay will be allotted to each driver's contractual time to cover pre-trip inspection, fueling the bus, post-trip inspection and routine cleaning duties. If a driver has more than one pre-trip in the same day, he/she shall be paid for actual time for the pre-trip inspection per Section 12.1.

21.16 Training

All bus drivers must successfully complete the Ohio Pre-Service School Bus Driver Training as set by state regulations. Pre-service instruction cannot conflict with the driver's route. The bus driver shall be paid his/her hourly rate for each and every hour spent in the pre-service training.

All bus drivers and Transportation Aides must successfully complete certification or recertification in first aid every three (3) years, CPR every year and handling of

fire extinguisher every five (5) years. Drivers and Transportation Aides shall be paid their hourly wage rate for all Board approved training.

21.17 Guidelines for Time Clock System/Time Variation Requests

21.17.1 Employees are required to clock in (by swiping ID badge or punching in ID number) through the time clock system before and after their scheduled shifts. Any and all exceptions must be recorded on a "Time Variation Form." The form is submitted immediately before or after the shift in which the variation occurred (see below). Substitute employees are also required to clock in according to their route assignments and reporting times as instructed by the office, and clock out immediately upon completion of their assignments. Employees must use only their own identification badge or number to clock in and out. Employee may clock in up to 20 minutes prior to contracted time but pay will begin at the time stated on contract.

21.17.2 A Time Variation Request Form must be used for any and all time variations from contract hours: i.e., extra assignments, challengers, breakdowns, tardy, incorrect clock in, etc.

21.17.3 Failure to Clock In/Out, or System Malfunction

Failure to clock in and/or out requires a Time Variation Form to be completed immediately. System malfunctions require a time variation form and immediate notification to the office.

21.18 Lost ID Badge

If lost, the employee needs to request a new ID badge immediately from the Food Services Department and shall not be charged.

21.19 Commercial Driver's License (CDL)

The Board shall pay the full cost of the CDL license and renewals for those employees whose job requires this certification and at the end of the probationary period for new employees.

21.20 Mechanics

21.2.1 Each full-time mechanic shall receive a total two hundred dollars (\$200.00) per school year for the purchase of tools. This allowance will be paid no later than November 21<sup>st</sup> of each contract year.

21.2.2 Mechanics shall be required to have and maintain a CDL.

21.20.3 Each mechanic shall receive one hundred and fifty (\$150) dollars for the 2006-07 school year for the purchase of clothing and work boots to wear on the job (\$50 increase payable by April 30, 2007), which shall be increased to \$200 for 2007-08 and to \$250 for 2008-09. Payment shall be made no later than November 21st of the year.

**Issue 11 Article 22.7.2, 22.8.2 Extra Trips**

**TA on sections: 22.6, 22.7.1,7.3, 22.9-22.13**

Most of the sections in this article have been agreed upon with the exceptions of 22.7.2 and 22.8. There needs to be a clarification of the language regarding a Continuance. In 22.8 adjustments in the hourly rates should reflect any across-the-board wage increases contained in this report.

## Recommendation

22.7.2 Continuance: Additional time added while driver or transportation aide is on the clock or prior to the end of the driver's or transportation aide's contracted time. If the driver or transportation aide is on an extra trip, they can be asked to do a continuance while on downtime, but the continuance is paid at their regular contracted pay rate. A continuance may occur prior to the start of contracted time if following the continuance there is a natural flow/direction of route into the regular contracted route. The driver or transportation aide shall have the right to refuse a Continuance when the driver or transportation aide is not already on contracted or other paid time and the continuance will exceed fifteen (15) minutes. If no other drivers or transportation aides are available to perform the Continuance, a substitute driver or substitute transportation aide may be used.

22.8 Current language is recommended with hourly rates being adjusted to reflect the percentage increase in wages recommended in this report.

**Issue 12 Articles 24.4. Food Service**

**TA on sections: 24.1-24.3, 24.5-24.6**

The Boards is seeking no change in clothing allowance, while the Union is seeking a substantial increase. As was the case with the uniform allowance for mechanics, an immediate adjustment followed by incremental increases in the uniform allowance is supported by the facts.

## Recommendation

### 24.4 Food Service Uniforms

Lunchroom employees shall receive a clothing allowance of one hundred (\$100) for the 2006-07 school year for purchase of an approved article(s) of clothing for work (\$50 increase payable by April 30, 2007), \$150 for 2007-08, and \$200 for 2008-09. Such allowance shall be paid no later than November 21<sup>st</sup> of the year.

**Issue 13 Article 25.2.2. Custodians, Maintenance Custodians, Aides**

**TA on sections: 25.1, 25.3-25.4**

The evidence does not support the Union's proposal for an increase in this benefit.

## Recommendation

25.2.2 Each aide who passes the ParaPro Test shall be reimbursed for the cost of taking the test, once proof of successful passage of the test is provided to the Director of Human Resources.

**Issue 14 Article 26 Salary Schedules**

**TA on all sections except 26.2 and 26.7.**

Important factors in assessing the relative position of the parties is what has and what will occur during the remainder of this school year under the negotiated contract between the

Board and the teacher's union (MCTA). A minor example of this is the recommendation for Section 26.6. More importantly, however, are the increases in wages and the need to address the many months that have gone by without an increase. This can be done retroactively or prospectively. Given the time that has transpired, the prospective approach, coupled with a lump sum payment is far easier to administer. It is also important to consider the spread between the highest and lowest paid employees that is exacerbated by continuous percentage increases. In order to lessen the effect of this problem is it important to occasionally increase wages by cents per hour in lieu of a percentage increase. The following recommendations are based upon the statutory criteria contained in ORC 4117, an offset for changes made in the health care coverage (i.e. defined benefit), the Overall Economic Rationale contained in the beginning of this report, the evidence submitted by the parties, including the one major internal comparable, MCTA.

## Recommendation

### ARTICLE 26 SALARY SCHEDULES

#### 26.1 Notice of Salary

Salary notifications shall be received by all classified employees by July of each year. Salary notifications shall indicate the following:

- Rate per hour
- Days per work year

#### 26.2 Wage Schedules

26.2.1 Increase hourly rates by six percent (6%), retroactive to January 1, 2007. In addition, in the first pay in May 2007, each employee in the

bargaining unit on November 30, 2006 shall receive a lump sum payment equal to four percent (4%, payment includes a 1% lump sum payment as a health care offset) of: (a) his or her contract, annualized, as of the last work day of the 2005-06 school year; and (b) his or her contract, annualized, as of the last full pay period in December 2006 prorated for the 2006-07 school year through the last full pay period in December 2006.

26.2.2 Increase hourly rates by fifty cents (\$.50) per hour, effective January 1, 2008 if the Treasurer, Superintendent and Board President can certify adequate funds by November 30, 2007, for such raise effective January 1, 2008 pursuant to R.C. 5705.412. If no such certification can be made for the 2008 calendar year, such raise shall not go into effect and either party may reopen negotiations on this Section 26.2 in December, 2007, providing the Union retains the right to implement the impasse proceedings contained in ORC 4117.

26.2.3 The wage rates for Multiple Handicapped/Hygiene Paraprofessionals (Class II) shall be fifty cents (\$.50) per hour higher than the other paraprofessional wage rates. This fifty cents (\$.50) shall be added to the pre-2007 hourly wage rates before the percentage increases required by Section 26.2.1 above.

### 26.3 Step Advancement

#### Minimum Days Worked for Step Advancement

Classified employees must work the following minimum days per contract year, including paid holidays, to qualify for advancement on the pay scale.

186 day employees	120 days
198 day employees	128 days
201 day employees	130 days
203 day employees	131 days
206 day employees	133 days
211 day employees	136 days
248 day employees	160 days
261 day employees	168 days

### 26.4 Longevity Pay

The District agrees to the following longevity plan, which shall be attached to the negotiated salary schedule for all classified staff members.

- 26.4.1 Commencing with the 10th year of service in the district Longevity pay will be 3% of the employee's current classification step(s). Employees holding multiple contracts will be paid Longevity pay based upon their step classification salary schedule for each job.
- 26.4.2 Commencing with the 13th year of service in the district Longevity pay will be 6% of the employee's current classification step(s). Employees holding multiple contracts will be paid longevity pay based upon their step classification salary schedule for each job.
- 26.4.3 Commencing with the 16th year of service in the district Longevity pay will be 9% of the employee's current classification step(s). Employees holding multiple contracts will be paid longevity pay based upon their step classification salary schedule for each job.
- 26.4.4 Commencing with the 19th year of service in the district Longevity pay will be 12% of the employee's current classification step(s). Employees holding multiple contracts will be paid longevity pay based upon their step classification salary schedule for each job.
- 26.4.5 Commencing with the 22nd year of service in the district Longevity pay will be 15% of the employee's current classification step(s). Employees holding multiple contracts will be paid longevity pay based upon their step classification salary schedule for each job.
- 26.4.6 Commencing with the 25th year of service in the district Longevity pay will be 18% of the employee's current classification step(s). Employees holding multiple contracts will be paid longevity pay based upon their step classification salary schedule for each job.

26.5 Credit For Previous Experience

Any service performed elsewhere by an individual employed to a position in Miamisburg City Schools of like classification shall be acceptable under the following conditions:

Service must have been performed within ten (10) years of date of employment by the District.

Service must have been of at least nine (9) months' duration and have been on a full-time or part-time basis.

- Like classification shall be defined as same type of work in similar type of building or operation.

- Service must have been of a satisfactory nature to former employer.
- Maximum allowable credit shall be 10 years.
- Credit for interrupted service due to resignation; classified personnel who resign, and are re-employed by the District within two (2) years of such resignation in the same classification, shall be placed on the same step of the salary schedule as they held at the time of resignation.

26.6 Method of Pay

Employees shall be paid in either twenty (20) or twenty-four (24) pays. Pays will be made starting on the 5<sup>th</sup> and 20<sup>th</sup> of the month and be moved back one day each pay period until pays are made on the 15<sup>th</sup> and the 30<sup>th</sup> of each month. Newly hired employees shall be placed on the twenty-four (24) pay sequence unless, within their first five work days, they elect the twenty (20) pay sequence by written notice to the Treasurer. The number of pays elected by an employee shall remain in effect from year to year unless the employee gives written notice to the Treasurer by the end of the employee's first five work days of the next contract year. All employees shall be paid by electronic transfer.

<b>Issue 15</b>	<b>Article 27</b>	<b>Medical and Dental Insurance</b>
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The Board made a persuasive case for making changes in the health care coverage. The internal comparable of the MCTA as relates to a defined contribution toward health care was a significant factor. It is also noted from the evidence that the MCTA wage increases for 2006-7 of 3% and a 1% bonus were tied to changes in health care. This is a fact that must be considered by this fact finder.

# Recommendation

## ARTICLE 27

### MEDICAL INSURANCE BENEFITS

Effective July 1, 2006, health and dental insurance premium shares and coverage shall remain the same as that in place as of January 1, 2006.

#### 27.1.1 Hospital, Surgical, Major Medical, and Dental

27.1.1 Effective May 1, 2007, the Board shall pay a defined contribution amount of health benefit dollars for each full time employee (defined in Article 27.2 below) for the coverage options of health and dental insurance as offered by the Board. Said coverage shall be for the individual or a family plan at the employee's option.

27.1.2 Said coverage shall commence the first day of work by the employee and shall continue for the remainder of the calendar month in which the employee becomes separated from employment with the Board or ceases to be eligible or enrolled.

27.1.3 Effective May 1, 2007, the Board provided employee benefit dollars shall be computed as follows:

Single:	\$7,200.00
Family	\$11,400.00

27.1.4 For the benefit year beginning January 1, 2008, the Board's defined contribution for employee benefit dollars shall be computed as the Board contribution for the preceding year plus the dollar increase in cost not to exceed a maximum of seven percent (7%). If the health insurance renewal rate increase is less than seven percent (7%), then Board provided employee health benefit dollars will be increased by the percentage of the highest renewal.

For example:

Benefit Year beginning January 1, 2008:

Assuming a premium increase of seven percent (7%) or greater:

Single:	$\$7,200 * 1.07 = \$7,704$
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Family:           \$11,400 \* 1.07 = \$12,198

Assuming a premium increase of five percent (5%) or greater:

Single:           \$7,200 \* 1.05 = \$7,560

Family:           \$11,400 \* 1.05 = \$11,970

## 27.2 Full-Time Employee Defined

Full time employment with the Miamisburg City Schools is defined as working 12 months, 261 days for eight (8) hours per day (2088 hours annually).

## 27.3 Part-Time Employee Benefits

27.3.1 All District insurance benefit dollars shall be prorated according to the full time status of 261 days, eight (8) hours per day or the equivalent of 2,088 hours per school year (for example, an employee contracted for 1044 hours per school year shall be entitled to insurance benefit dollars totaling 50% of the benefit for full-time).

27.3.2 Bargaining unit employees employed by the Board on or before October 31, 2006 who were enrolled in either single or family coverage of the hospital, surgical and major medical insurance on November 1, 2006, shall remain on the following schedule for Board contribution to benefits so long as they continue to have uninterrupted employment in the bargaining unit for at least twenty (20) contracted hours per week during September through May:

27.3.2.1 Employees contracted for thirty (30) hours or more weekly as defined above shall receive full fringe benefits.

27.3.2.2 Employees contracted between twenty-five (25) hours and twenty-nine (29) hours per week shall be eligible for seventy-five percent (75%) of fringe benefits.

27.3.2.3 Employees contracted between twenty (20) hours and twenty-four (24) hours per week shall be eligible for fifty percent (50%) of fringe benefits.

27.3.2.4 Employees contracted for less than twenty (20) hours are eligible for enrollment in the group plan at the employee's expense.

27.3.3 An employee must be contracted for at least twenty (20) hours per week during September through May to be eligible to enroll in group insurance benefits.

27.4 Life Insurance

The full cost of \$30,000 or 1.5 times the employee's annual base salary, whichever is greater, for group term life insurance coverage shall be paid by the Board. When calculating 1.5 times the annual base salary, the figure should be rounded to the nearest \$1,000 of insurance coverage.

27.5 Fringe Benefits During Unpaid Leaves of Absence

During all leaves of absence without pay, fringe benefits may be continued at the expense of the employee. The employee must make the proper arrangements with the Treasurer. The exception to this procedure is a leave taken under the Family and Medical Leave Act.

27.6 Employees Hired Before July 1, 1984

All employees who were employed by the Board on July 1, 1984 shall continue to be eligible for the Board's percentage contribution to health insurance, as well as the life insurance, which was in effect during the 1983-84 school year so long as they are continuously employed by the Board.

<b>Issue 16</b>	<b>Article 37</b>	<b>Term of the Agreement</b>
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The length of time involved in negotiating this foundation agreement between the parties has extended its implementation date. It is therefore necessary for the parties to have sufficient time between negotiating periods to properly assess the efficacy of these changes. However, the ability of the Treasurer to certify funding beyond a certain date also needs to be considered.

## Recommendation

### ARTICLE 37 TERM OF AGREEMENT

#### 37.1.1 Term

This Agreement shall become effective upon ratification by the Union and approval by the Board of Education, and will expire at midnight on the 31<sup>st</sup> day of December, 2008, unless extended by mutual written agreement of the two parties.

#### 37.2 Negotiations/Impasse Procedure

Negotiations for a replacement collective bargaining agreement shall be in accordance with the SERB rules set forth in Chapter 4117 of the O.R.C.

## TENTATIVE AGREEMENTS

During negotiations the parties reached tentative agreement on several issues. These tentative agreements are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 14<sup>th</sup> day of March 2007 in Portage County, Ohio.



Robert G. Stein, Fact-finder