

**BEFORE
THE STATE EMPLOYMENT RELATIONS BOARD**

**STATE EMPLOYMENT
RELATIONS BOARD**

Dec 11 10:18 AM '96

In the Matter of Fact Finding Between:

**Northridge Local School District
Board of Education**

and

S.E.R.B. Case No. 96-MED-07-0591

**General Truck Drivers, Chauffeurs,
Warehousemen and Helpers
Local Union No. 957**

Appearances:

For the Board:

**Richard J. Holzer, Esq.
Dayton, Ohio**

For the Union:

**Susan D. Jansen, Esq.
Logothetis, Pence & Doll
Dayton, Ohio**

REPORT AND RECOMMENDATIONS OF THE FACT FINDER

**Frank A. Keenan
Fact Finder**

Background:

This matter came on for hearing on November 5 and 25, 1996. Due to the hard work of the parties' representatives and their respective bargaining teams, with some assistance from the undersigned, numerous issues at impasse were mediated out. What follows are my recommendations with respect to issues remaining at impasse. In formulating these Recommendations I have taken into account the criteria listed in Rule 4117-9-05 (J) of the State Employment Relations Board.

The District employs some 257 employees comprised of 146 teachers, 13 administrators, 88 unrepresented non-teaching employees, and 10 bargaining unit employees. Seven (7) bargaining unit employees drive buses transporting students through the District's 7 square miles, and on field trips. However, some students are transported by a Regional Transportation System in which the District participates. One (1) mechanic in the bargaining unit provides most of the District's necessary fleet repairs and maintenance, albeit some is contracted out. One (1) bargaining unit employee acts as a District messenger (along with others not in the bargaining unit) providing delivery services for the District. It appears this employee also covers for absent bus drivers.

There are approximately 2168 students enrolled in the School District. The District works in cooperation with the County's Education Service Center by contracting with them for various services. Additionally, the District is part of a cooperative

purchasing system called EPC, and it is through EPC that the District obtains its insurance, including group health coverage and dental insurance.

It's noted that the District has had a collective bargaining relationship with the O.E.A., representing its teaching staff, since 1960.

It is also noted that summer bus clean up is performed by temporary help.

The Board asserts that the appropriate "comparables" as referenced in the Statute are the fifteen (15) Local and/or City School Districts within Montgomery County. The Union on the other hand, and logically enough, asserts that the appropriate "comparables" would be School Districts throughout Ohio with comparable student populations to that at Northridge. The Union looks to some thirty-three such Districts with a student population in the 2200 to 2500 range. Of these, two Districts, Jefferson and Mad River, are within Montgomery County. Under the Statute, at O.R.C. 4117.14 (G) (7) (b) the Fact Finder in considering comparables, must give consideration "to factors peculiar to the area . . . involved." Since the outset of the Statute's application in 1984, this provision has been construed as a mandate to give especial attention to comparable entities "geographically" near to the bargaining unit in question. This consideration therefore requires giving the Board's comparables, which embrace all the geographically near areas, common labor market School District jurisdictions, an edge over the Union's comparables.

ISSUE #1: ARTICLE II - UNION MEMBERSHIP, DUES CHECKOFF AND FAIR SHARE

The Evidence and Positions of the Parties:

The Union would provide a clause dealing with Union Membership; New Hires; Payroll Procedure; Dues Checkoff; Fair Share; Bona Fide Religious Exemption; and Rebate Procedure. The Board resists any Fair Share provision, and its related Bona Fide Religious Exemption and Rebate provisions; agrees to inclusion of Union Membership provision, a New Hires provision; Payroll procedures, and Dues Checkoff procedure; and seeks an Indemnification provision. The parties are agreed on the language of a New Hires provision, a Payroll Procedure provision, and much of the Dues Checkoff procedure.

The Union's Union Membership provision reads as follows:

"Section 2.1 Union Membership

Subject to the provisions in Section 2.3 and 2.4, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. A member in good standing is defined as an employee who tenders the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Union."

The Union's Fair Share, Religious Exemption, and Rebate Procedure provisions read as follows:

"Section 2.5 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 payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Section 2.6 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.

Section 2.7 Rebate Procedure

The Union represents to the Board that:

1. An internal advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code;
2. A procedure for challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union; and
3. 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.

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 send 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 requirement.

The Union agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provisions of this Section."

The Union's Dues Checkoff provision reads as follows:

Section 2.4 Dues Checkoff

"An employee who is a member of the Union or who has applied for membership, shall sign and deliver to the Board an original assignment in the form to be prescribed by the Union authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Monthly Union dues shall be deducted from the first paycheck of each month the employee is scheduled to work and said deduction shall be remitted to the Union within five (5) work days following the deduction."

The Board would add to Section 2.4 the additional sentence:

"Union dues shall be deducted from those employees who individually and voluntarily authorize such deduction and turn over such authorization to the Treasurer. Revocation of any authorization as set forth herein shall be at the will of the employee."

The Board would additionally have the parties' Agreement provide for the following "Indemnification" provision:

"E. Indemnification

The Union agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provision of this section."

The Union resists this indemnification provision, except with respect to its Fair Share Fee provisions.

The Union points to its Comparables in support of its Fair Share provision. In that regard straightforward Fair Share provisions, or Fair Share provisions tied to the Union attaining a

certain percentage of membership, are set forth and provided for in the following Union Comparable School Districts: Rolling Hills Local Board of Education (straightforward); Minerva Local Board of Education (straightforward); Buckeye Local Board of Education (upon 90% Union membership); Three Rivers Board of Education (upon 70% Union membership); West Branch Board of Education (straightforward); Buckeye Valley Local Board of Education (straightforward); and Field Local Board of Education (straightforward).

The Board relies on its Comparables in support of its resistance to a Fair Share fee provision, pointing to the fact that the following School Districts do not have Fair Share fee provisions: Northridge Local School District; Brookville Local S.D.; Jefferson Local S.D.; Mad River Local S.D.; New Lebanon Local S.D.; Valley View Local S.D.; Centerville Local S.D.; Miamisburg Local S.D.; Vandalia Local S.D.; and West Carrollton Local S.D. The Board points out that only the following School Districts have Fair Share fee provisions: Dayton; Huber Heights; Kettering-Moraine; Northmont; and Trotwood-Madison.

The Board asserts that of 10 employees in the bargaining unit, only 7 voted, and the Union got but 5 votes. Hence, argues the Board, the Union has not demonstrated its majority status. It's therefore unfair to impose upon non-members a fee. Moreover, asserts the Board, it has no fair share fee provision with its Teacher bargaining unit, certainly a relevant Comparable.

The Union counters that all in the bargaining unit enjoy the benefits of the Union's collective bargaining efforts and that it's

only fair that all share in defraying the expenses incurred in securing the benefits of the collective bargaining.

As for the recent Union election, the Union asserts that in point of fact 9 employees voted, but 2 were challenged and the ballots of the challenged voters, not being determinative, were not determined and counted.

Rationale:

With respect to the Union's fair share fee request, it cannot be said that either party's comparables support it. More School Districts do not have fair share provisions than do in both comparables. Additionally, in the only other organized bargaining unit within the instant School District, the teachers unit, fair share has not been granted. And this is so despite a collective bargaining relationship since 1960. Furthermore, while there is no question about the "fairness" of a fair share fee provision, nonetheless it constitutes a significant institutional benefit, and one for which a significant quid pro quo needs to be forthcoming. No such quid pro quo is offered here; understandably enough, since this is the parties' first contract. This observation highlights another point, however, thus, inasmuch as this is the parties' first contract, the granting of a fair share fee provision could not reasonably have been anticipated, it being regarded as a sophisticated provision more appropriate to a maturer bargaining relationship. Then too it wasn't shown that the Union presently enjoys a high rate of membership. And while I'm not entirely convinced concerning the relevance of such, the fact remains that

most other SERB neutral panelists are, and hence this factor has become one of those "normally or traditionally taken into consideration" such that the Statute mandates it being taken into account here. In light of all the foregoing, therefore, I am unable to recommend the Union's fair share fee proposed. It follows that the Religious Exemption and Rebate Procedure items likewise are not recommended.

The parties are essentially agreed on the remaining provisions, except for the indemnification provision the Board seeks. Such provisions are commonplace. Accordingly, the Board's proposal for Article II shall be recommended.

Recommendation:

It is recommended that the parties' provision at Article II - Union Membership, New Hires, Payroll Procedure and Dues Checkoff read as per the Board's proposal (set forth in Appendix I).

ISSUE #2: ARTICLE - ARTICLE VII - PRESERVATION OF BARGAINING UNIT WORK

The Evidence and Positions of the Parties:

The Union proposes as follows:

ARTICLE VII

Preservation of Bargaining Unit Work

Section 7.1 Bargaining Unit Work

Bargaining unit work shall consist of:

(A) All driving of school buses or other vehicles which are owned by or operated for the Northridge Board of Education, for the transportation of students, including, but not limited to, transportation to and from school, athletic events, and other

extracurricular activities. This provision shall apply whenever more than seven (7) students are being transported to the same location.

(B) All general interior cleaning of buses. It is the daily responsibility of each driver to sweep and maintain in clean condition the bus that they have been assigned to drive during the school year.

(C) The mechanic shall not be required to drive a bus unless it is an emergency.

Section 7.2 Work Preservation

For the purpose of preserving work and job opportunities for the employee's covered by this Agreement, the Board agrees that no mechanic, transportation or messenger work or services of the kind, nature or type performed by or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, diverted or assigned, in full or in part, by the Board to any other business, person or non-unit employee to reduce the hours, classification(s) and/or to lay off any bargaining unit employees."

The Board is opposed to the inclusion of such a provision into the parties' Agreement.

In support of this proposal the Union asserts that its concern is to insure that all driving of school buses or other vehicles, which are owned by or operated for the Board of Education for the transportation of students, be considered bargaining unit work. This means that the bargaining unit drivers want to be employed to drive all field trips and extracurricular activities which involve

the transportation of more than seven (7) students to the same location. Historically, vans have often been used, driven by, for example, booster club volunteers, to transport students to extracurricular events. Thus the Union's proposed provision represents an increase in the bargaining unit's historic work jurisdiction. The Union justifies its provisions on the basis of its Comparables. Thus it introduced evidence of similar provisions in the Collective Bargaining Agreements of: Rolling Hills Local School District; Three Rivers Local School District; Buckeye Local School District; and the Field Local School District. In support of its call for a bargaining unit driver where more than 7 students need to be moved, the Union asserts it's a safety issue, that is, it's preferable for safety reasons that professional bus drivers be utilized rather than non-professional volunteers.

In resisting such provisions the Board points out that among its Comparables, only Trotwood-Madison has prohibitions against outsourcing. Additionally, as a participant and utilizer of a County-wide Regional Transportation System for handicapped students, were the County to make changes in said System, the Board needs flexibility to respond to such changes. As for the expansion of the Union's historic work jurisdiction, the Board asserts that such is a permissive subject of bargaining, and that the Board is not interested in relinquishing its control vis-a-vis the current alignment and allotment of available work. Additionally, the use of volunteers saves the District money, asserts the Board.

The Union counters that under the four factor balancing test of SERB's ODOT decision, its proposed work expansion provision is a mandatory, not a permissive, subject of bargaining. As for changes by the County in the Regional Transportation System, the Union asserts that the Statute provides that the Collective Bargaining Agreement can trump State law.

The Board asserts that even assuming for the sake of argument the validity of the Union's Comparables, even this data shows that the provisions the Union seeks are not commonplace. As for the Union's "safety" argument, the Board asserts that it is the Board's responsibility, not the Union's, to assure student safety.

Rationale:

The record gives no indication that the Board contemplates outsourcing its school bus service. As the Board points out, too few Comparables of either party support the Union's proposal. Additionally, rarely if ever are work preservation clauses of the type proposed here seen in a first Contract, arrived at through the statutory impasse procedures. Rarer still is an expansion of historic work jurisdiction granted in Fact Finding. Hence this provision will not be recommended.

Recommendation:

It is recommended that the parties' Contract not contain the Article VII - Preservation of Bargaining Unit Work, that the Union proposes.

ISSUE #3: ARTICLE XII - OVERTIME, CALAMITY PAY, FIELD TRIP PAY

The Evidence and Positions of the Parties:

The Union seeks the following provision addressing the topics of the Article's title:

ARTICLE XII

Overtime, Calamity Pay, Field Trip Pay

Section 12.1 Overtime

(A) Except as otherwise provided herein, all overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or any one shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to commencement of a regularly assigned starting time or subsequent to the assigned quitting time. All overtime worked must have the prior approval of the Transportation Supervisor.

(B) All hours worked on Saturday shall be paid at one and one-half (1-1/2) times the regular rate of pay.

(C) All hours worked on Sunday shall be compensated at double time the regular rate of pay.

(D) Employees called in to work by the Transportation Supervisor at a time other than his/her scheduled work time shall be paid a minimum of two (2) hours. This provision shall not apply when an employee is acting as a substitute for another employee on a regularly scheduled route.

Section 12.2 Calamity Day Pay

(A) In the event the Superintendent or his/her designee closes schools because of a public calamity, employees shall not be required to work unless otherwise directed by the Transportation Supervisor. All employees shall be paid their appropriate rate of pay for all days, or part of a day, when schools for which they are transporting students are closed owing to an epidemic or other public calamity, such as inclement weather.

(B) When the schools are closed because of a public calamity, and employees who are not required to be present are paid for the day, then any employee who is required to work shall also be paid for the day and in addition will be paid straight time for all hours worked.

Section 12.3 Field Trip Pay

Employees shall be paid a minimum of two (2) hours' pay for field trips. Employees shall stay during the field trip or extracurricular event and shall be paid their field trip rate of pay."

With respect to Section 12.3, currently, if the event involves, for example, a wrestling match, the driver goes home after dropping the students off and then returns to pick them up; in this manner effectively the whole day is preempted.

Among the Union's Comparables, the following School Districts have like provisions: Minerva; Mad River-Green; Three Rivers; Field; Rolling Hills; West Branch; and Buckeye Valley.

The Board proposes as follows:

ARTICLE XV

OVERTIME, CALL-IN AND CALAMITY DAYS

- A. An overtime premium of one and one-half times an employee's regular rate of pay will be paid to employees who work in excess of forty (40) hours in a work week.
- B. All overtime worked must have the prior approval of the Transportation Supervisor. Any employee working in excess of forty (40) hours in a work week without prior approval is subject to discipline.
- C. For purposes of overtime the pay week shall run from Monday through Sunday.
- D. Overtime shall be voluntary unless deemed necessary by the Superintendent or his/her designee.
- E. In the event the Superintendent or his/her designee closes schools because of a public calamity, employees shall not be required to work unless otherwise directed by the Transportation Supervisor. In case of a closing, employees may be assigned to perform work within or outside their regularly assigned duties.
- F. During such school closings, employees will receive their normal pay but may be required to make up the days and fulfill the work requirements set forth in their employment contracts.
- G. Employees called in to work by the Transportation Supervisor at a time other than his/her scheduled work time shall be paid a minimum of two (2) hours. This provision shall not apply when an employee is acting as a substitute for another employee on a regularly scheduled route.

With respect to the Union's Calamity Days provisions, the Board points to the provisions of Ohio Revised Code Section 3319.081(G), which reads as follows:

"(G) All nonteaching employees employed pursuant to this section and Chapter 124 of the Revised Code shall be paid for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity. Nothing in this division shall be construed as requiring payment in excess of an employee's regular wage rate or salary for any time worked while the school in which he is employed is officially closed for the reasons set forth in this division."

Submitting the Chart set forth below, the Board contends that its Comparables support its position, and undermine the Union's position:

BUS DRIVER SURVEY

	OVERTIME IN EXCESS OF 8 HOURS	PREMIUM PAY FOR SATURDAY	PREMIUM PAY FOR SUNDAY	REQUIRED STAY ON FIELD TRIPS
Northridge	No	No	No	No
Brookville	No	No	No	No
Jefferson	No	No	No	No
Mad River	No	No	No	No
New Lebanon	No	No	No	No
Valley View	No	No	No	No
Centerville	No	No	No	No
Dayton	No	No	No	No
Huber Heights	Yes	No	Yes	No
Kettering-Moraine	Yes	No	No	No
Miamisburg	No	No	No	No
Northmont	Yes	No	No	No
Trotwood-Madison	No	No	No	No
Vandalia-Butler	No	Yes	No	No
West Carrolton	Yes	No	Yes	No

We allow our drivers to choose to just deliver students or to just pick up students, asserts the Board, and furthermore, it makes no sense to us to pay drivers to stand by waiting doing nothing. Moreover, asserts the Board, historically, drive time and down time have been paid for at different rates, and some fifteen years ago such was abandoned in favor of a composite "field trip" rate.

As for overtime after 8 hours, the Board contends that such is not the industry norm. As for the Union's calamity day provisions, the Board points out that no such provisions are accorded to the Board's teacher employees or other non-teaching staff employees.

The Union contests the representation that drivers are given a choice of pick-up only or delivery only, and it asserts that

notwithstanding O.R.C. Section 3319.081(G), under O.R.C. 4117 the Union can improve upon statutory benefits in the Collective Bargaining Agreement.

With respect to the Union's Section 12.1 (D), the Board would provide for a like benefit in their proposed Article XVII - Special Trips, paragraph E., providing as follows:

"E. Drivers shall be paid a minimum of two (2) hours pay for Special Trips worked when the Special Trips are made at a time other than at the employee's regularly scheduled assignment."

Rationale:

As has been seen, the "comparables" of the Board clearly fail to support, and rather, undermine the Union's position on the issues raised. Similarly, it is clear that even among the Union's somewhat less persuasive comparables, there are more School Districts which do not contain the provisions the Union seeks than do. Then too, the internal comparables do not favor the Union's proposals either; most are not set forth in the Teacher's Contract. But "comparables" are among the weightiest of the factors which the Statute mandates the Fact Finder take into account.

In light of all the foregoing, the Board's proposals for Article XII shall be recommended.

Recommendation:

It is recommended that the parties' provision at Article XII - Overtime, Calamity Pay, Field Trip Pay read as per the Board's proposal set forth above.

ISSUE #4: ARTICLE XIV - ROUTE BIDDING

The Evidence and Positions of the Parties:

The Union would have the parties' Contract read as follows:

"

ARTICLE XIV

Route Bidding

Section 14.1 Annual Bidding

(A) There shall be one (1) bid during the school year for drivers. All routes shall be considered vacant and they shall be bid by job classification seniority. Routes will be assigned based on a driver's seniority among those drivers qualified. In determining qualification, a driver's ability to relate to and deal with the special needs of a particular group of children will be considered.

(B) Drivers will be notified by letter when to bid routes before school starts. Drivers will have the opportunity to come in one (1) hour and thirty (30) minutes before appointment time to examine routes. There will be five (5) complete copies of all routes available for examination. There will be an index showing each route number, number of hours, school served, bus information, starting time and other pertinent information. The chosen routes will be examined in appropriate areas. Drivers will have an allocated ten (10) minute appointment time with a supervisor to discuss any routes and then bid the route. As routes are bid, the chosen route will be removed from the index. All bidding times will be administered by the Board and the Union.

(C) A driver who is unable to examine or bid routes at the time of their appointment will be allowed to sign a waiver on route selection. This waiver will state the driver's preference for

route assignment. This statement will be given to the Union with the authority to select a route for the driver based on the employee's preference of school areas, buses, depots, pay and other important information. The routes selected for the employee will be from those available. In cases where several routes of about the same nature exist, the one that holds the greater number of hours will be selected.

(D) In the event of an unexpected occurrence, a driver may call the Union to secure a route for said employee. The employee will then have to sign a waiver as soon as possible. Such a route selection will be based on the same rules as any other employee signing a waiver.

(E) If the driver does not appear or call at the scheduled time, they will lose all bidding rights and will be assigned a route.

(F) When it becomes necessary to add-on a route, the add-on route will be offered by seniority to those individuals whose scheduled routes will accommodate the add-on. The District shall not be required to assign the add-on route by seniority if the eligible driver would be placed in a situation necessitating overtime to complete his/her regularly scheduled route. Once a route is added, this information will be displayed upon the bulletin board.

Section 14.2 Changed, Eliminated, Vacated and New Routes

(a) Changed Routes. In the event that a route should be lengthened, the driver will remain with the lengthened route and be

paid for the lengthened route until the next bid. In the event that a route should be shortened, the driver will stay with the shortened route but be paid for the hours of the originally bid route.

(B) Eliminated Routes. Should a route be eliminated for any reason, the driver shall be assigned work. The driver will be paid for the hours of the originally bid route."

The Board would have the Contract read as follows:

"Article ____ Route Assignment

- A. The drivers' qualifications, experience, and the driver's ability to relate to and deal with special needs of a special group of students will be considered in assigning the routes.
- B. Two (2) weeks prior to the beginning of the school year drivers will be permitted to review the routes and to submit a written request for their preferred route to the Transportation Supervisor."

In support of its proposal the Union points to its Comparables, wherein similar provisions are provided for in the Collective Bargaining Agreements of the following School Districts: Highland; Buckeye; Field; Rolling Hills; and West Branch.

The Board points to Ohio Revised Code Section 4117.08(C)(5) providing as follows:

(C) Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

(5) . . . assign . . . employees;

Relying on O.R.C. 4117.08(C)(5), the Board asserts that the subject the Union seeks to bargain about here is a "permissive"

subject of bargaining. The Union counters that to the contrary, under SERB's ODOT decision, the subject is a "mandatory" one.

Rationale:

Route bidding is paramount for the majority of the bargaining unit who are bus drivers. Who and where they drive are significant working conditions. In the absence of a definitive S.E.R.B. decision in the matter as to whether "route bidding" is mandatory or permissive, the parties and the Fact Finder alike can only be uncertain as to what view SERB might take in the matter. Put otherwise, the Board's ODOT decision does not give definitive guidance. Here the Union has furnished comparables where route bidding is contractually provided for. Significantly, the Board has not shown what its comparables provide with respect to route bidding. Presumably, if they showed no route bidding provisions, the Board would have brought same to my attention, as it did on other matters. Having declined to do so, the reasonable inference is that some of the Board's comparables would also support the Union's position. In any event, the Union has met what appears to be the Board's principal substantive concern, namely, that drivers' assignments take into account "a driver's ability to relate to and deal with the special needs of a particular group of children."

Specific attention is due to the Union's Section 14.2 (B) provision concerning routes eliminated for any reason. In my view this provision simply represents too great an incursion into managerial prerogatives, and appears to me to conflict with the Board's implicit authority in Article XIV (tentatively agreed to)

to lay off employees. In sum, it shall be recommended that the Union's Route Bidding proposal except for the provision at Section 14.2 (B), be adopted by the parties. Section 14.2's title shall be amended also.

Recommendation:

It is recommended that the parties' Contract read as per the Union's proposal, as set forth above, except for Section 14.2 (B), which is not recommended. Additionally, the titles to Section 14.2 shall be amended to read "Changed Routes."

ISSUE #5: ARTICLE XV - DISTRIBUTION OF EXTRA WORK AND SUMMER JOB ASSIGNMENTS

The Evidence and Positions of the Parties:

As the Union sees it, the parties are apart in that the Union has proposed language whereby if a driver's regularly scheduled route interferes with a field trip opportunity, the Transportation Supervisor shall make every reasonable effort to insure that the driver is able to drive the special trip assignment. Another area where the parties are apart is its proposal that summer work include not only summer school route assignments, but also cleaning the buses, said latter work to be paid for at the field trip rate of pay.

The Board's selection and rotation processes for field trip and extracurricular activity bus assignments is similar to the Union's processes. As the Union perceives, the Board does resist the concept of the Transportation Supervisor making "every reasonable effort" to insure that a driver is able to drive a special trip assignment, when a driver's regularly scheduled route

would interfere with a field trip opportunity. Asserting that every reasonable effort is currently being made and there's no intent to change such practice, the Board resists contractualizing the standard, asserting its fertile ground for grievances.

With respect to summer work, the Board would have same covered under a separate Article and would pay drivers for cleaning the outside of their bus at a minimum of one hour's pay at the \$7.45 rate per hour. Indeed it would extend this special rate for exterior bus cleaning throughout the school year. As noted hereinabove, summer bus cleaning is customarily assigned to temporary employees, i.e. students.

Rationale:

While somewhat more elaborate I find the Union's selection and rotation processes preferable. Some procedure is necessary, as the Board recognizes, and it is an item of especial importance to the bulk of the bargaining unit. Nor do I find the "every reasonable effort" standard too onerous, especially since it constitutes current practice. Moreover, the Board itself has proposed a similar standard in its Article XVIII proposal wherein it would commit itself to provide tools, etc. "reasonably necessary for employees." And the Union has comparables to support its position. As with the Route Bidding Article, I believe the inference is that the Board's comparables would furnish some support also. Nor do I see any reason to abandon the Board's concept of a minimum 2 hours call-in pay. This shall be added to the Union's proposal.

As for Summer Assignments, I agree with the Union's proposal to make route and field trip assignments available on the same basis as provided in its Section 15.1. However, the second sentence (and second paragraph) of its Section 15.2 is not recommended. This would apparently represent an increase in work jurisdiction, which as explained elsewhere herein, would be inappropriate for me to recommend. Further on this point, however, since the Board apparently contemplates possibly assigning exterior bus cleaning in the summer months, its provision covering same at a special rate will be recommended. Not recommended is the extension of this summer rate to all exterior bus cleaning throughout the school year. This would appear to constitute a departure from past practice.

Recommendation:

It is recommended that the parties' Contract read as per Appendix II.

ISSUE #6: ARTICLE XVI - EMPLOYEE MATERIALS AND FACILITIES

The Evidence and Positions of the Parties:

The Board proposes that the parties' provision on these items read as follows:

- "A. The Board shall provide the tools, equipment, supplies and safety gear reasonably necessary for employees covered hereunder to perform their assigned duties.
- B. Keys shall be made available for employees to use the restrooms available at the Middle School gym."

The Union proposes as follows:

"Section 16.1 Tools

Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others, the Board agrees to furnish such equipment or gear. The Board shall provide the tools, equipment, supplies and safety gear reasonably necessary for employees covered hereunder to perform their assigned duties. The Board agrees to place a step on the back of each bus under the emergency door.

Section 16.2 Facilities

The Board agrees to have keys available for employees to use the restroom at the Middle School Gym."

In support of its position the Union characterizes the parties as in agreement on all but its last sentence to Section 16.1, calling for the requirement that the Board place a step on the back of each bus under the emergency door. The bargaining unit mechanic estimates this will cost but \$20.00 per hour, there being fourteen (14) buses.

The Board opposes the Union's proposal for the placement of a step at the back of each bus under the emergency door at this time, asserting that such a requirement would be premature. Thus the Board asserts that its buses are highly regulated, and that a few School Districts, with Ohio Department of Transportation approval, are experimenting with same on an experimental basis. As yet there is no industry standard; if and when that standard is established, we'll add such steps, the Board assures. The Board disavows any concern over the cost of such a step. Addition of a step also raises potential workers' compensation and/or liability issues in the event an employee or student, respectively, is injured using it.

The Union counters that it's contemplated that the step would be utilized by the driver only and in emergencies only. It also notes that students now use the bus tailpipe in lieu of a step. If other School Districts have sought ODOT permission to utilize a step, the Union asks rhetorically why can't the Board do likewise.

Rationale:

I'm constrained to agree with the Board's conclusion that at the present time a mandate that a step be added would be premature. Clearly no industry standard has evolved albeit experiments moving in that direction are in progress. The potential for Board liability is relatively high, where no settled standard exists.

Additionally, the first sentence of the Union's proposal at Section 16.1 is clearly a broad concept, and invites disputes as to what is "required." There is no evidence that the Board has in the past been reluctant to furnish tools, equipment, supplies, or safety gear. Accordingly this first sentence of the Union's proposal at Section 16.1 will not be recommended.

In light of all the foregoing, the Board's proposal will be recommended.

Recommendation:

The Board's proposal, set forth above, is recommended.

ISSUE #7: ARTICLE XIX - HOLIDAYS

The Evidence and Positions of the Parties:

The Board makes the following proposal concerning Holidays:

" ARTICLE XIX
HOLIDAYS

- A. The following days shall be paid holidays for all regular, eleven (11) or twelve (12) month employees:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

- B. The following days shall be paid holidays for regular employees as scheduled to work less than eleven (11) months in a school year:

New Year's Day
Martin Luther King Day
Presidents' Day ^{1/}
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

- C. In order to be eligible for holiday pay an employee must be in a pay status on the work day immediately preceding the holiday and the work day immediately following the holiday.
- D. Employees required to work on the day of a holiday, shall receive one and one-half (1 1/2) times his/her hourly rate of pay for all hours worked on the holiday. Such payment for the hours worked shall be in addition to holiday pay.
- E. Pay for holidays shall be based on an employee's regular scheduled daily hours of work.
1/ Presidents' Day is an optional paid holiday as declared from time-to-time by the Board of Education."

The Union differs from the Board in that it would make Presidents' Day a permanently recognized contractual holiday rather than at the Board's option. The Union also seeks to make Independence Day a contractual holiday for less than eleven (11) month employees. The Union points to one of its Comparables, Rolling Hills Local Board of Education, which provides for eight (8) paid holidays, as the Union seeks here.

The Board takes the position that an assured additional holiday is a cost item, and more often than not Presidents' Day falls on a non-scheduled work day. It also asserts that being able to point to only one of the many School Districts the Union relies on as Comparable is weak evidence at best of the propriety of its proposal.

Rationale:

As the Board points out, even the Union's own Comparables do not lend much support to its proposal. As a cost item, it seems to me to make more sense to marshal the economics in favor of enhancing the Insurance benefit, a far more significant issue. This is especially so, where, as here, the Board's proposal is a reasonable one. Hence the Board's proposal shall be recommended.

Recommendation:

The Board's proposal, set forth hereinabove is recommended.
ISSUES #8 AND #9: ARTICLE ____ WAGES AND ARTICLE ____ DURATION

The Evidence and Positions of the Parties:

Both parties are agreed to an across-the-board increase of 2.5% for each year of the Contract, and to a Field Trip Rate of \$8.80, and to the Longevity Bonus countered by the Board on October 17, 1996. They differ however concerning the effective date of these Wage provisions. It's the Board's position that the effective date of these Wage Provisions should be the date of ratification for the first year of the Contract and thereafter August 1. The Union's position is that the effective date of the Wage provisions for the first year of the Contract should be August

1, 1996. The Union points out that the wage increases for the Teachers and all non-bargaining unit Board personnel were retroactive to 8-1-96. The Board counters that while such is true, there were no prolonged negotiations as there has been here. This stance, argues the Union, improperly penalizes the bargaining unit for availing themselves of the S.E.R.B. impasse procedures. Moreover, both parties have been diligent, asserts the Union.

Another wage issue concerns bringing the Messenger classification up to the Bus Drivers' rate of pay. The Union asserts that the same qualifications required to be a bus driver are required of Messengers and that accordingly the same rates of pay ought to obtain.

As for the Duration clause, the Union proposes as follows:

ARTICLE

Duration

This Agreement shall remain in full force and effect from August 1, 1996 through July 31, 1999, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is served by either party upon the other during the month of April prior to the aforesaid expiration date. The party requesting a modification or termination of this Agreement shall serve the statutory notice to the State Employment Relations Board as well as the other party. "

The Board would have the Agreement read "remain in full force and effect from (date of ratification) through July 31, 1999," and otherwise as the Union proposes. The Board points out that you can

have retroactivity on wages and yet still have the ratification date as the effective date of the Contract.

Rationale:

The issue of the Messenger being brought to Bus Driver wage rates is a pay equity issue. In the Fact Finding forum this is a difficult issue to prevail upon. The emphasis needs to be on similarities in duties, not in similar licensing. In my view the evidence of record in support thereof is insufficient to warrant the recommendation sought by the Union.

As for retroactivity of wages, I find no sound reason for the across-the-board increase in wages for the bargaining unit to not take effect at the same time, i.e., August 1, 1996, as it has taken effect for other Board personnel. There is no evidence of a lack of diligence in negotiations, and the bargaining unit was entitled to avail itself of SERB's procedures. At the same time I find that the Board makes a valid point when it points out that field trips have already occurred, on the assumption that the going rate would apply. It likewise makes greater sense to have the Longevity Bonus provisions, tied as it is to length of service, to only become effective upon ratification. The foregoing conclusions are reflected, therefore, in the Recommendation which follows.

Recommendation:

It is recommended that the parties' Contract read as per Appendix III.

The Evidence and Positions of the Parties:

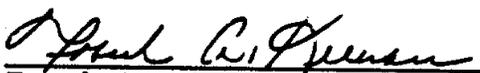
Currently, the best Board contribution toward the health insurance premium and the best face amount of life insurance furnished is provided to "employees normally scheduled to work 30 hours or more per week." Thus for example said employees receive 90% Board contribution. The Board's evidence is that among its comparables (no data were available for Northmont S.D.) all Districts pro-rate down the contribution made toward the health insurance premium for less than full-time employees. That fact, coupled with a rate of but 80% for New Lebanon and Jefferson School Districts is relied upon to establish the basis for the proposal of 47.5% Board contribution. As the Union points out, the Board has not furnished the actual reduced rates or dollar amounts for its comparables vis-a-vis Board contribution to the health insurance premium for part timers. In contrast, the Union has done so (see Appendix "A") with respect to its comparables. As previously indicated, these comparables have some persuasive value notwithstanding the fact that the Board's have somewhat more persuasive value. But here there is no head-on conflict in the comparables. In my judgment the Board's proposal of 47.5% is simply too parsimonious. As the Board points out, at 95% contribution for full timers, the Board is on the high end as a contributor to full timers. In light of the Union's comparables, it certainly cannot be said that the Board is on the high end vis-a-vis its contribution to part timers. As for the Union's

costing out of its proposal for parity with full timers (see Appendix "B"), to be kept in mind is the practicality that some 88 unrepresented Board personnel would look to the settlement here as the standard. And if the Board's offer is too parsimonious, to be sure the Union's parity request is extravagant, both because the norm is less benefits for less than full-time personnel, and because a first contract could realistically look only for a more incremental result. With these observations in mind, I shall recommend a contribution of 60%.

Recommendation:

It is recommended that the parties' agreement at Article _____ - Insurance read as per Appendix IV.

This concludes the Fact Finder's Report and Recommendation.


Frank A. Keenan
Fact Finder

Date: December 9, 1996

APPENDIX "A"

INSURANCE
(1996-1997 School Year)

School	Medical	Dental	Life	Vision
Minerva Local	Board Pays 100¢ for 18+ hrs. week employees	Board Pays 100¢ for 18+ hrs. week employees	Board Pays 100¢ - \$20,000.00	N/A
Springfield Local	Regular 4 hr./day or more Board pays 90¢ Less than 4 hrs. Board pays 50¢	Regular 4 hr./day or more Board pays 90¢ Less than 4 hrs. Board pays 50¢	N/A	N/A
Highland Local	Board Pays 100¢ for single 95¢ for family for employees 30+ hrs./wk. or Transp. employees with 10 yrs. seniority 20-30 hrs./wk. employees Board pays \$60.00 per/mo.	Board Pays 100¢	Board Pays 100¢ - \$30,000.00	N/A
Logan Elm Local	Board Pays Pro-rated Basis 4 hr./day Board pays 50¢	Board Pays Pro-rated Basis	Board Pays 100¢ - \$30,000.00	N/A

APPENDIX "A"

Northridge Local	Board Pays 95¢ for 30+ hrs./wk. 45¢ for 20-30 hrs./wk.	Board Pays 90¢ for 30+ hrs./wk. 45¢ for 20-30 hrs./wk. Must work 6+ hrs./day	Board Pays 100¢ 30+hrs./wk \$50,000.00 20-30 hrs./wk \$25,000.00	N/A
Mad River-Green Local	Board Pays 100¢ for all regular employees 20 hrs. or more	Board Pays 100¢ for all regular employees 20 hrs. or more	100¢ - \$20,000.00	Board Pays 100¢ for all regular 1/2 employees
Buckeye Valley Local	Board Pays 75¢ full-time employee Board Pays pro-rated basis for regular part-time	Board Pays 50¢ full-time employee Board Pays pro-rated basis for regular part-time	Board Pays 100¢ - \$30,000.00	Board Pays 75¢ full-time employee Board Pays pro-rated basis for regular part-time
Three Rivers Local	Board Pays 92¢	Board Pays 92¢	Board Pays 100¢ - Salary	N/A
Triway Local	4 hrs./day or more Board pays 92¢ Less than 4 hrs./day Board pays 50¢	4 hrs./day or more Board pays 92¢ Less than 4 hrs./day Board pays 50¢	N/A	N/A
Buckeye Local (Madina)	Board Pays 95¢ for full-time employees which includes bus drivers with A.M. and P.M. route	Board Pays 95¢ for full-time employees which includes bus drivers with A.M. and P.M. route	Board Pays 95¢ - \$40,000.00	N/A

APPENDIX "A"

Rolling Hills Local	Board Pays 90¢	Board Pays 100¢	Board Pays 100¢ - \$20,000.00	N/A
East Muskingum Local	Board Pays 80¢	Board Pays 100¢	Board Pays 100¢ - \$20,000.00	N/A
West Branch Local	40 hrs. Board Pays 93¢ 25-39 hrs. Board Pays 80¢ - after 3 years Board Pays 93¢ 13-24 hrs. Board Pays 80¢ - after 10 years Board Pays 93¢	40 hrs. Board Pays 93¢ 25-39 hrs. Board Pays 80¢ - after 3 years Board Pays 93¢ 13-24 hrs. Board Pays 80¢ - after 10 years Board Pays 93¢	Board Pays 100¢ - \$30,000.00	N/A
Field Local	30+ hrs./wk. Board pays 94.25¢	30+ hrs./wk. Board pays 94.25¢	Board Pays 100¢ - \$40,000.00	N/A
Indian Creek Local	Board Pays 100¢	Board Pays 100¢	Board Pays 100¢ - \$25,000.00	N/A
Brookville Local	N/A	N/A	N/A	N/A
Mad River Local	30+ hrs./wk. Board pays 88¢ 24hrs./wk. Board pays 50¢	30+ hrs./wk. Board pays 88¢ 24hrs./wk. Board pays 50¢	N/A	N/A
Southeast Local	25+hrs./wk Board pays 95¢	25+hrs./wk Board pays 95¢	Board Pays 100¢ - \$40,000.00	N/A

APPENDIX "A"

Valley View Local	6.5+ hrs. day Board pays 90¢ Less than 6.5 hrs. day pro- rata	N/A	5+ hours day Board pays 100¢ \$22,500.00 Less than 5 hours day Board pays 100¢ \$15,000.00	N/A
Jefferson Township Local	12 month employee Board pays 80¢ 9 month employee Board pays 62¢	N/A	Board pays 100¢ - \$20,000.00	N/A
New Lebanon Local	32.5+ hrs. week Board pays 50¢	32.5+ hrs. week Board pays 80¢	Board pays 100¢ - \$15,000.00	N/A
Buckeye Local (Ashtabula)	4+ hours day Board pays 50¢ 5+ hours day Board pays 100¢	Board pays 100¢	Board pays 100¢ - \$30,000.00	Board pays 100¢
Shawnee Local	Board Pays 100¢	Board Pays 100¢	N/A	N/A

APPENDIX " B "

NORTBRIDGE LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Regular Employees Scheduled 20-30 Hours Per Week

United Healthcare of Ohio, Inc.

Single Plan - \$150.01 per month

Board Cost - \$ 71.26 per month

Employee Cost - \$ 78.75 per month

Family Plan - \$428.83 per month

Board Cost - \$203.69 per month

Employee Cost - \$225.14 per month

Health Spring Medical Group

Single Plan - \$127.51 per month

Board Cost - \$ 60.57 per month

Employee Cost - \$ 66.94 per month

Family Plan - \$364.51 per month

Board Cost - \$173.14 per month

Employee Cost - \$191.37 per month

90% Board contribution equals an additional \$182.26 per month for family plan per bargaining unit employee. This would be a total cost of an additional \$1,822.60 per month for health insurance pursuant to the Union's proposal.

APPENDIX I

ARTICLE IV

UNION MEMBERSHIP, NEW HIRES, PAYROLL PROCEDURES
AND DUES CHECKOFF

A. Union Membership

All employees covered hereunder, who are members of the Union on the effective date of this Agreement and those who are not members on that date but become members during the term of this Agreement shall be considered as a member in good standing. A member in good standing is defined as an employee who voluntarily agrees to pay periodic Union dues.

B. New Hires

The Board will notify the Union of all newly hired employees included in classifications represented by the Union. Such notification will be done within ten (10) work days following the action of the Board of Education where such employees are hired and the notification shall include the name, home mailing address and social security number of the employee and the employee's initial job title.

C. Payroll Procedure

1. Pay must be earned before payment is made.
2. Employees shall be paid biweekly throughout the term of the employment during the school year. Paychecks will be made available no later than the normal end of the workday. When a payday falls on a holiday, the pay will be made not later than the day preceding the holiday.
3. The treasurer shall deduct for unauthorized absences, federal, state and local taxes required by law and the employee's share of retirement and insurance contributions. The treasurer shall also deduct for employees covered hereunder, upon the written request of the employee, authorized amounts for Dayton Area School Employee's Federal Credit Union, direct deposits to other local banks, Board-approved tax-sheltered annuities and union dues.

D. Dues Checkoff

An employee who is a member of the Union or who has applied for membership, shall sign and deliver to the Board an original assignment in the form to be prescribed by the Union authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Monthly Union dues shall be deducted from the first paycheck of each month the employee is scheduled to work and said deduction shall be remitted to the Union within five (5) work days following the deduction. Union dues shall be deducted from those employees who individually and voluntarily authorize such deduction and turn over such authorization to the Treasurer. Revocation of any authorization as set forth herein shall be at the will of the employee.

E. Indemnification

The Union agrees to indemnify and save the Board and/or its representatives harmless against any and all claims that may arise out of or by reason of action taken by the Board in carrying out the provision of this section.

APPENDIX II

ARTICLE XV

Distribution of Extra Work and Summer Job Assignments

Section 15.1 Distribution of Extra Work During the Work Week

For field trip and extra-curricular activity bus assignments, there shall be established a seniority list with the drivers listed first in order of seniority followed by the substitutes so that the assignments may be distributed equally among those willing to perform extra work. On a weekly basis, the Employer will post a list of field trip and extra-curricular activity bus assignments. The person with the most seniority who has indicated a willingness to perform extra work will be given an opportunity to sign for the assignment which he/she wishes to drive. All other drivers will be given the same opportunity with the next most senior driver making the first selection. Once a driver selects an assignment, his/her name then goes to the bottom of the rotational list.

For the purpose of equalizing opportunities, each employee who takes or declines to take an assignment shall be deemed to have taken the assignment for the purpose of offering opportunities on a rotating basis and shall be moved to the bottom of the list. Each employee will have two (2) rights of refusal for these assignments per semester. Upon the third forfeiture, the employee's name will be removed from the Voluntary List and placed on the Involuntary List. Only after all of the drivers on the Voluntary List have been offered an opportunity, will the substitutes then be offered the opportunity.

APPENDIX II

If drivers are still not available from the voluntary list or from among substitute drivers, drivers will be assigned to drive and must take the assignment. All regular drivers whose name does not appear on the voluntary list will be placed on an involuntary list and assignments from the involuntary list will be made on a rotational basis beginning with the least senior substitute.

When a driver's regularly scheduled route would interfere with a field trip opportunity, the Transportation Supervisor shall make every reasonable effort to insure that the driver is able to drive the special trip assignment.

Section 15.2 Summer Job Assignments

Summer work, including field trips and summer school route assignments, shall be assigned based on seniority pursuant to the same procedures set forth in Section 15.1.

Drivers assigned to clean the exterior of their bus/^{during the summer} shall be paid a minimum of one (1) hour of pay at the rate of \$7.45 per hour.

APPENDIX III

APPENDIX A

EFFECTIVE: August 1, 1996

WAGES

<u>STEPS</u>	<u>MECHANIC</u>	<u>BUS DRIVER</u>	<u>MESSENGER</u>
1	\$11.73	\$10.74	\$8.44
2	12.24	11.12	8.82
3	12.72	11.49	9.18
4	13.22	11.87	9.56
5	13.74	12.25	9.93
6	14.02	12.62	10.30
7	14.41	13.00	10.67
8	14.80	13.54	11.06

EFFECTIVE : (Date of Ratification)

1. Field Trip Rate: \$8.80
2. In addition to the above, a longevity bonus is payable following the 15th and 20th years of continuous service with the District pursuant to Article XIV of the Agreement. "

APPENDIX III

APPENDIX B

EFFECTIVE: August 1, 1997

WAGES

<u>STEPS</u>	<u>MECHANIC</u>	<u>BUS DRIVER</u>	<u>MESSENGER</u>
1	\$12.02	\$11.09	\$ 8.65
2	12.55	11.40	9.04
3	13.04	11.77	9.41
4	13.55	12.17	9.80
5	14.08	12.56	10.18
6	14.37	12.93	10.56
7	14.77	13.32	10.94
8	15.17	13.88	11.34

1. Field Trip Rate: \$9.02
2. In addition to the above, a longevity bonus is payable following the 15th and 20th years of continuous service with the District pursuant to Article XXV of the Agreement. "

APPENDIX C

EFFECTIVE: August 1, 1998

WAGES

<u>STEPS</u>	<u>MECHANIC</u>	<u>BUS DRIVER</u>	<u>MESSENGER</u>
1	\$12.32	\$11.28	\$ 8.86
2	12.86	11.68	9.26
3	13.36	12.07	9.65
4	13.89	12.47	10.05
5	14.43	12.87	10.44
6	14.73	13.26	10.82
7	15.14	13.65	11.21
8	15.55	14.23	11.62

1. Field Trip Rate: \$9.24
2. In addition to the above, a longevity bonus is payable following the 15th and 20th years of continuous service with the District pursuant to Article XXV of the Agreement. "

APPENDIX III

ARTICLE - Duration

Except for the 2.5% ~~across-the-board~~ wage increase for the first year of the Agreement, which is to become effective retroactively to August 1, 1996, this Agreement shall remain in full force and effect from (date of ratification) through July 31, 1999, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate this Agreement is served by either party upon the other during the month of April prior to the aforesaid expiration date. The party requesting a modification or termination of this Agreement shall serve the statutory notice to the State Employment Relations Board as well as the other party. "

APPENDIX IV

ARTICLE XCV

INSURANCE

A. Life Insurance

Employees covered hereunder shall receive group life insurance coverage as set forth below. The cost of the insurance coverage shall be paid by the Board.

Employees normally scheduled to work 30 hours or more per week \$50,000.00

Employees normally scheduled to work between 20 hours and 30 hours per week \$25,000.00

B. Dental Insurance

Employees covered hereunder shall be eligible to participate in the District's group dental insurance program on the following basis.

Employees normally scheduled to work 30 hours or more per week 90% Board Contribution

Employees normally scheduled to work between 20 hours per week but less than 30 hours per week 60% Board Contribution

C. Health Insurance

1. Employees covered hereunder shall be eligible to participate in the District's group health insurance program, for either single or family coverage, on the following basis.

Employees normally scheduled to work 30 hours or more per week 95% Board Contribution

Employees normally scheduled to work between 20 hours per week but less than 30 hours per week 60% Board Contribution

2. When both spouses work for the Board and are eligible employees hereunder, they shall be enrolled for family coverage or for two (2) single plans, the Board contribution shall be 100% of the applicable premium(s).

3. Coverage hereunder shall be provided under a managed-care program with the same or equivalent coverage as set forth in the attached appendix.

APPENDIX IV

- D. The foregoing insurance coverage shall be available to eligible employees who enroll in the plan(s) and who authorize the necessary contributions to be deducted from payroll checks.**
- E. The coverage hereunder shall be subject to the terms and conditions of the District's master contract with the insurance carrier.**
- F. Before any change is made in the insurance carriers providing the coverage set forth in this Article, the Board shall provide not less than a thirty (30) day notice to the Union of the Board's intent to change the carrier(s). After such notification, the Union may invoke negotiations for the purpose of bargaining the impact of the change.**