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12/19/2013

AGREEMENT

BETWEEN

**GENERAL TRUCK DRIVERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS,
LOCAL UNION NO. 957**

AND

**MIAMISBURG CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Effective upon ratification through June 30, 2015

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This Agreement, entered into this 7th day of November, 2013 between the Miamisburg City School District Board of Education (hereinafter "the Board") and Teamsters Local Union No. 957, affiliated with the International Brotherhood of Teamsters (hereinafter "the Union").

ARTICLE 1 RECOGNITION

1.1 Recognition

The Board recognizes and acknowledges that the Union is the sole and exclusive bargaining representative for all full-time and regular short hour, non-teaching employees, who are regularly assigned to a work schedule, in the following positions or classifications: Custodian, Maintenance Custodian, Bus Driver, Messenger, Media Assistant (K-8), Teacher/Playground Aide, Detention Monitor, A-V Clerk, Food Transportation, Lunchroom/Playground Monitor, Head Mechanic, Lunchroom Employee, Educational Aides, Mechanic, Kitchen Manager, Cook, Interpreters, Textbook Clerk, Satellite Manager, Special Ed/Mobility Aide, Parking Lot Monitor, Safety Patrol Monitor, Transportation Aide, Computer Technician, Network Support Specialists, Facility Monitor, General Maintenance Worker and Bus Driver Trainers as certified by SERB on November 3, 2005 subsequent to the election conducted on October 20, 2005, in Case no. 05-REP-03-0034; excluding Maintenance Supervisor, Food Services Supervisor, Transportation Supervisor, Secretary(s) to Superintendent, Secretary(s) to Assistant Superintendent, Secretary(s) to Directors, Secretary(s) to Coordinators, Secretary(s) to Supervisors & Principals, Central Office Receptionist, assistants to the Treasurer, Psychologist's Secretary, Seasonal Employees and Casual Substitutes, Assistant Maintenance Supervisor, Network Manager and Supervisor of Athletics.

1.2 Excluded Employees Do Not Affect Bargaining Unit Work

No employee excluded by this Agreement, substitutes, temporary or casual employees, or other employees of the Board outside the bargaining unit, may be used to eliminate a bargaining unit member's job or to reduce the regular work hours of a bargaining unit member. However, the Board may use such persons to perform bargaining unit work for purposes of training for a period not to exceed thirty (30) consecutive calendar days. Temporary appointments to positions for which no current employee is qualified, shall continue until the provisional appointee is replaced by a qualified employee.

ARTICLE 2 UNION MEMBERSHIP

2.1 Union Membership

Subject to the provisions in Section 2.1.3 and 2.1.4, 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. All employees hired after the effective date of this Agreement may become and remain members in good standing. No employees are required to join the Union as a condition of employment. Those bargaining unit employees who are or decide to become members of the Union shall be obligated to pay dues to the Union the first month after the bargaining unit employee completes thirty (30) calendar days of employment with the district.

2.1.1 New Hires

The Board will notify the Union in writing of all new hires by routinely providing the Union Business Representative with the new employee's name, mailing address and telephone number.

2.1.2 Dues Check-off

An employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Treasurer an original authorization in the form to be prescribed by the Union authorizing deduction of membership dues, fees and assessments in the Union. Such authorization shall continue in effect from year to year until the employee submits written revocation of the authorization to the Treasurer of the Board. Pursuant to each authorization, the Board shall deduct such dues, fees and assessments from the wages of said employee each of the two normal pay periods each month in equal installments. The amounts deducted in any month shall be paid to the Union by the last business day of the current month. The Union shall provide the Treasurer with written notice of the amount of the withholdings and any changes in the withholdings with the effective date. The Treasurer may rely exclusively on such written notice.

2.1.3 Union to Indemnify Board

The Union shall defend, indemnify, and hold harmless the Board, its individual members, the Treasurer, and any and all other officers and employees of the Board against any and all claims arising from or in

any way related to the deduction of dues, fees and assessments under this Article.

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. Those bargaining unit employees who decide not to become members of the union shall be obligated to pay a fair share fee to the Union the first month after the bargaining unit employee completes thirty (30) calendar days of employment with the district. 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.

- 2.2 The Board agrees to deduct from the paycheck of all bargaining unit employees covered by this Agreement, voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE) Political Action Committee. Each bargaining unit employee volunteering for DRIVE will complete a deduction form with the dollar amount to be deducted from each paycheck, which will be furnished to the Board. The Board shall transmit to DRIVE National headquarters on a monthly basis, in one check, the total amount deducted, the name and social security number of the bargaining unit employee and the amount deducted from the bargaining unit employee's paycheck.

ARTICLE 3 EMPLOYEE RIGHTS

3.1 Personnel Files

- 3.1.1 The personnel files of each employee shall be maintained at the Board's central administration office. Any other file kept by the supervisor of any employee may be examined and copied by the employee per section 3.1.2.
- 3.1.2 Any employee shall have the right, during their off duty time but within regular office hours, to examine and/or obtain copies of any material from his/her personnel file at the applicable copy charge. Alternatively, the employee may authorize his/her union steward to obtain the materials from his/her personnel file. Employees shall be permitted to prepare a separate written response to evaluations and/or discipline in his/her personnel file and such written response shall be placed in the employee's personnel file.

3.2 Employee Receipt of Discipline

Employees shall be provided a copy of all discipline, including letters of record documenting verbal reprimands. When an employee is provided or shown a copy of warnings, reprimands or other disciplinary documents, the employee shall acknowledge such receipt or opportunity for review by affixing his/her signature where indicated on the form as requested by the supervisor. Such acknowledgement is for the sole purpose of demonstrating receipt or opportunity for review and shall not constitute agreement on the part of the employee with respect to the contents of the document. If the employee refuses to sign, the steward shall sign in lieu of the employee.

3.3 Use of Internal Mail System and District Equipment

The Union and the bargaining unit members shall have the right to place Union information in the mailboxes of bargaining unit members. The Union and the bargaining unit members shall have the right to use the internal mail system, copying equipment, typewriters and computers (including email) for Union business. Except under strike or work stoppage conditions, the Union and the bargaining unit members will have the right of use of equipment when not being used by the District or not required for any school use or activity. The Union will pay for the reasonable cost of all materials, supplies and fees incident to such use.

ARTICLE 4 UNION RIGHTS

4.1 Access to Work Areas, Bulletin Boards and Board Facilities

4.1.1 The Union Business Representative shall have access to the buildings in the District for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being followed, provided that it does not interfere with work performance or school activities, and provided that the Business Representative checks in at the building office or with the responsible administrator. Bargaining unit members whose presence is necessary or required in a meeting or hearing in matters between the Board and the Union shall be released with no loss of time to participate in said hearing or meeting, provided that, whenever possible, twenty-four (24) hours' advance notice is provided to the Director of Business.

4.1.2 The Board agrees to provide suitable bulletin board space for the sole and exclusive use of the Union and bargaining unit members in each building or work area. This bulletin board space may also be used for job postings for the bargaining unit. The bulletin board space shall be in a place within the building where employees will gather during the regular work day.

4.1.3 Union members elected or appointed to serve as full-time Union officials shall be granted leaves of absence without pay or benefits during the period of such Union employment, not to exceed three (3) years, without discrimination or loss of seniority rights.

4.2 Union Rights to Information

The Board shall provide to the Union Business Representative a seniority roster of all bargaining unit employees on the effective date of this Agreement

and annually thereafter. The roster shall indicate the employee's present classification and most recent date of hire.

4.3 Orientation Sessions

If orientation sessions are held for new bargaining unit employees, the Board shall afford the Union an opportunity to introduce themselves to the newly hired employees and to make a presentation, not to exceed 30 minutes, concerning this Agreement.

4.4 Printing of Contract

The Union shall assume responsibility for printing the contract, providing copies to all bargaining unit employees, and providing 50 copies of the contract to the Board. The Union and the Board shall share the cost of printing the contract equally.

ARTICLE 5 STEWARDS

5.1 Stewards

The Board recognizes the right of the Union to designate six (6) stewards and twelve (12) alternate Stewards from the bargaining unit for the purpose of administering this Agreement. Such designation, and any changes in the designation, shall be made in writing by the Union Business Representative and be filed with the Superintendent or designee.

5.2 Chief Steward

One of the six (6) Stewards shall be designated the Chief Steward. The Chief Steward shall coordinate the activities of the other Stewards and alternate Stewards. The Chief Steward, in addition to the representation of bargaining unit members in his/her area, can substitute for any other Steward. The Chief Steward may act in the capacity of a steward when the Steward is not available.

5.3 Grievances and Discipline

The Chief Steward or Steward (or the alternate, in the absence of the steward) may assist the Union Business Representative in the investigation, presentation and settling of grievances and in representation of a bargaining unit member in a disciplinary matter. The Chief Steward or Steward (or alternate, as applicable) shall be excused for said meeting from work without loss of pay to attend. If the Steward is in the employee's building, the appropriate supervisor will discuss and identify times during the Steward's

workday where up to twelve (12) minutes of investigation time will not disrupt or interfere with school district operations or supervision or responsibility for students. If the Steward or an alternate is not in the employee's building, or if the Steward anticipates he/she will spend more than 12 minutes of his/her or an employee's paid time in a work day investigating an issue, he or she must use time from the ninety (90) hours of Union leave pursuant to Section 5.4 below.

5.4 Union Business

With reasonable advance notice, the Stewards and/or the alternate stewards will be excused from work without loss of pay to attend to Union business, as necessary up to a total maximum of ninety (90) hours of paid leave each school year (prorated for a portion of the school year, July 1-June 30); provided that, said absence shall not disrupt the Board's operations. The request for time off from work under this section shall be in writing on a designated form. The ninety (90) hours of paid leave provided for herein shall not carry over from school year to school year.

5.5 Attendance at Meetings Involving Board and Union

When, during an employee's working hours, the Board schedules a meeting or hearing concerning matters between the Board and the Union, a bargaining unit employee, whose presence is necessary, shall be released with no loss of paid work time to participate in the hearing or meeting.

ARTICLE 6 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 operations, and;

- 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 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.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 A grievance is any matter concerning the interpretation, application and/or alleged violation of this Agreement. In the event a grievance arises between the Board and the Union or an employee(s), it is understood and agreed that it shall be resolved in the following manner:

7.2 Procedure

Step 1 The aggrieved employee and the area Steward or Chief Steward shall discuss the matter with the employee's immediate supervisor with the objective of resolving the issue informally. The Union Business Representative shall be included if the grievance is initiated by the Union itself.

Step 2 If the matter is not resolved informally, the aggrieved employee or the Union shall reduce the grievance to writing and present it to his/her supervisor within fifteen (15) work days of the event giving rise to the grievance. The written grievance shall be on a standard form supplied by the Union, attached as Appendix A to this Agreement. Within fourteen (14) work days of receipt of the written grievance by the supervisor, the Chief Union Steward, the area Steward and the aggrieved employee will meet with the supervisor and attempt to resolve the grievance. The supervisor will provide a written answer to the grievance within seven (7) work days of the meeting to the aggrieved employee, the Chief Steward and the Local Union Business Representative.

Step 3 If the grievance is not resolved at Step 2, the employee or Union Business Representative may appeal in writing the grievance to the Superintendent (or designee) within fourteen (14) work days of the receipt of the Step 2 answer. Within fourteen (14) work days of receipt of the appeal to Step 3, the Superintendent (or designee), and other administrators as determined by the Superintendent, or designee, the Union Business Representative, the Chief Steward and the employee will meet. The Superintendent (or designee) will issue a written answer to the grievance within fourteen (14) work days following the Step 3 meeting to both the aggrieved employee, the Chief Steward, and the Local Union Business Representative.

Step 4 If the grievance is not resolved at Step 3, the Union Business Representative may advance the dispute to arbitration by serving upon the Superintendent (or designee) written notice of the intent to submit the matter to arbitration within fifteen (15) work days following receipt of the Step 3 answer.

7.3 Time Limits

All the limits herein will be strictly construed, unless mutually extended by the parties in writing.

7.4 Selection of an Arbitrator

The Arbitrator shall be selected from the following panel: Jerry Fullmer, Michael Paolucci and John Murphy. Each one of these arbitrator's names shall be placed in a container and each party shall take turns selecting names from the container. The last name to be selected shall be the arbitrator for the given grievance. The selected arbitrator's name shall then be excluded from the container upon selecting an arbitrator for the next arbitration hearing. If, for whatever reason, this process of selecting arbitrators breaks down, either party may submit a request to the Federal Mediation and Conciliation Service (FMCS) to obtain a list of seven (7) arbitrators from the State of Ohio who are members of the National Academy of Arbitrators from which to select the arbitrator. In the event either party is dissatisfied, for any reason, with the entire panel of arbitrators, a second panel shall be requested by the dissatisfied party from the FMCS. To select an arbitrator from the panel, each party shall alternatively strike a name from the list until only one name remains. The remaining name shall be the arbitrator.

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 written 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.

7.7 Expenses of the Parties

Each party shall be responsible for all expenses incurred by it in the presentation of its case. Either party may, at its option and its own expense, have the arbitration proceedings reported and transcribed. If both parties wish to have the proceedings reported and transcribed, they shall share equally in the cost of said reporting and transcription.

ARTICLE 8 SENIORITY

8.1 Seniority

“District seniority” shall be defined as the employee’s length of continuous employment with the Board as computed from the employee’s most recent date of hire as a regular (not substitute or temporary) employee. “Bargaining unit seniority” shall be defined as the employee’s length of continuous employment in a job classification within the bargaining unit. “Job classification seniority” shall be defined as the employee’s length of continuous employment in a particular job classification in the bargaining unit that is computed from the employee’s most recent date of entry into such job classification. Employees having the same date of hire shall be placed on the district and/or bargaining unit seniority list using the following criteria in order:

- a. Date of Application (if all the affected applications contain the application date)
- b. Day of birth regardless of month with earliest day controlling
- c. Flip of coin.

8.2 Seniority Lists

The Board shall provide the Union Business Representative and Chief Steward an updated seniority list on October 1 and February 1 of each year of this Agreement, or as requested by the Union. There shall be posted by the Stewards or alternates on the Union bulletin boards seniority lists for each job classification in the bargaining unit.

8.3 Probationary Period

A thirty (30) working day probationary period will be required of all persons employed by the Board who have worked for sixty (60) days as a substitute for the Board in the last twelve (12) months. For persons who have not worked for sixty (60) days for the Board as a substitute during the previous twelve (12) months, the probationary period shall be forty-five (45) working days. This probationary period will begin the first actual work day of employment. Upon successful completion of the probationary period, an employee's seniority shall be retroactive to the employee's date of hire.

8.4 Right to Discharge During Probationary Period

At any time during the probationary period the employee may be discharged without just cause or grievance challenge. Notwithstanding Section 8.3, the Superintendent may shorten the probationary period. If the Superintendent shortens the probationary period of any bargaining unit employee, he/she shall notify the Union Business Representative in writing within fourteen (14) calendar days of taking such action.

8.5 Limited Rights of Union or Individual to Challenge Discharge

Neither the employee nor the Union shall have any recourse to the grievance procedure to challenge a probationary discharge. A probationary employee otherwise shall get the benefit of all provisions of this Agreement in accordance with the terms of specific provisions, and any benefits provided by state law.

8.6 Loss of Seniority

The employment of every non-probationary employee shall be continuous until he/she:

- (a) resigns.
- (b) retires.
- (c) fails to return to work from lay-off as timely accepted within the time limits set forth in this Agreement.

- (d) is discharged for just cause and the discharge is not reversed through the grievance procedure.
- (e) fails to return to work within three (3) work days after expiration of an approved leave of absence.

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, non-probationary employees would be the next category of employee to be affected as follows:
- 9.1.1 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 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 An employee in one classification or classification series who 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 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 9.1.4. 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.

- 9.2 Except as provided in Article 21 for bus drivers and Transportation Assistants, 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 thirty-six (36) 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.

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 eighteen (18) months;
3. Three (3) day suspension without pay or working suspension shall be removed in accordance with 10.3.1 after twenty-seven (27) months;
4. Five (5) day suspension without pay or working suspension shall be removed in accordance with 10.3.1 after thirty-six (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.

ARTICLE 11 VACANCIES

11.1 A notice indicating that a job opening in the bargaining units exists shall be posted in accordance with the provisions of this agreement and Board Policy. The Board recognizes that the career development of its employees is important. When filling vacant bargaining unit positions, the Board shall follow the process outlined below:

- 1) All job openings shall be posted for ten (10) work days and will include the following information:
 - a. Hours of work
 - b. Hourly wage rate
 - c. Tentative hourly work schedule
 - d. Qualifications (job descriptions are found on the internal website under "Human Resources"
 - e. Work Location
 - f. Where to call or submit requests.
- 2) Job postings shall be posted through the district e-mail system and a hard copy of the posting shall be posted in the main office of each building. In addition, the Union Business Representative shall receive an e-mail with posting.
- 3) All current bargaining unit members that apply that in the same class shall be reviewed first. This would be considered a lateral transfer. The bargaining unit employee must be in the same class

at the time of application. If no lateral transfers are requested then the process continues below to step 4.

- 4) Remaining current bargaining unit employees, not in the same class, shall be reviewed. Should one or more bargaining unit employee who meet the minimum qualifications, as deemed by the district administration, apply for the vacant position, the positions will be awarded to the most senior bargaining unit employee (district seniority). If no current bargaining unit members apply for the vacant position or do not meet the minimum qualifications, then process continues below to step 5.
- 5) If no bargaining unit employees apply, or none that apply meet the minimum qualifications, the positions shall be filled via the Board's customary hiring process.

- 11.2 Applicants desiring the position shall submit their bid, in writing, to the Director of Human Resources / Designee during the posting period.
- 11.3 The provisions of this Article dealing with vacancies shall not include positions that are vacant due to a bargaining unit employee's approved leave of absence.
- 11.4. Employees shall have the right to apply for new positions or vacancies when they occur. Vacancies and new positions shall be filled based upon qualifications (as judged by the employer) and seniority. It shall be the policy of the District to select the best qualified applicant. The determination of the Board as to qualifications of the applicants shall be made in good faith and shall not be arbitrary or capricious. When applicants appear to be equally well qualified, seniority shall be the determining factor. Upon request by an employee not selected for a vacancy, the Superintendent or designee shall advise the employee within fourteen (14) calendar days after the vacancy has been filled that the employee was not selected for the vacancy. Routes, runs and extra trips are bid within transportation pursuant to Articles 20 and 21.
- 11.5 If an employee is awarded the position, he/she shall maintain the option of accepting or declining the position, and shall lose no rights in his/her present position or classification as a result of his/her decision.
- 11.6 If the Board determines that an employee who is awarded a job under this procedure is unable to perform satisfactorily the duties of the new job within a period of thirty (30) working days, he/she will be returned to his/her previous position. During the same thirty (30) working day period, the employee may elect to return to his/her former position at his/her former rate of pay. Employees shall not accumulate job classification seniority in the new job classification during the trial period, but shall continue to accumulate job classification seniority in their former job classification during this period. A return made by the Board will be discussed with the employee and Steward

upon request by the employee. If an employee returns or is returned to his/her former position, all reassignments of other employees caused by the award of the new job shall be reversed, and any newly hired replacement employee may be laid off, without recall rights.

- 11.7 The District will inform the Union Business Representative of personnel changes that affect the seniority list.
- 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.
- 11.9 Any bargaining unit employee who substitutes within his/her classification will be paid his/her contracted rate of pay. Any bargaining unit employee who substitutes in a different classification will be paid on his/her same experience step on the pay schedule for the classification in which he/she is substituting.

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 31.6. 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/Extra Time Lists

12.9.1 The administration will circulate by email four (4) times each year two overtime/extra time sign-up sheets by classification. These circulations will occur no later than June 5 (covering the July, August and September quarter), September 5 (covering the October, November and December quarter), December 5 (covering the January, February and March quarter) and March 5 (covering the April, May and June quarter). If interested in being assigned overtime/extra time work during a particular quarter, bargaining unit employees must sign up for overtime/extra time work within that classification by email no later than the 15th day of the sign up month (June, September, December and March) for that quarterly period for Special Events overtime/extra time opportunities and Replacement of Contract Employees overtime/extra time opportunities. Rotation will start over at the beginning of each quarter by seniority.

These lists will be known as the Special Events Volunteer Overtime/Extra Time List and Replacement of Contract Employees Volunteer Overtime/Extra Time List.

12.9.2 The names on the lists shall be used on a rotating basis starting weekly with the next contract bargaining unit employee on the applicable overtime/extra time list where the list ended from the last assignment from the list, except where defined in 12.9.6(1)

- 12.9.3 If an overtime opportunity conflicts with the employees scheduled shift, employees may accept the overtime and work said overtime prior to the start of their shift or after the end of their shift as long as it does not conflict with building scheduled usage or event schedule. Opportunities may be divided into more than one shift between two employees.
- 12.9.4 The overtime lists will be posted weekly showing employee who worked for the previous week as well as the rotation list starting point for the next week.
- 12.9.5 An employee may be removed from the Special Event Volunteer Overtime/Extra Time List and/or the Replacement of Contract Employee Volunteer Overtime/Extra Time List by contacting the Maintenance Department Secretary, or designee, by email, with a copy to the Assistant Maintenance Supervisor and the Maintenance /Custodian Union Steward, requesting his/her name be removed from said list or lists.
- 12.9.6 Overtime/Extra Time – Replacement Of A Contract Employee
Overtime/extra time will be offered in the following manner for replacement of those employees classified in all Custodial

Classifications using the following method:

1. Less than eight (8) hour contract bargaining unit employees on the District approved/authorized substitute list for custodial work by seniority up to a maximum of forty (40) hours of total work hours per week. If a less than eight (8) hour contract bargaining unit employee does not accept or is not available for the overtime/extra time opportunity, a non-bargaining unit substitute on the District approved/authorized substitute list for custodial work may be used.
2. If the overtime/extra time opportunity is not covered as set forth above, then a bargaining unit employee on the current quarter overtime/extra time list, who currently works in the building where the absence occurs shall be contacted to perform the overtime/extra time. If there are no bargaining unit employees on the current quarter overtime/extra time list from the building where the absence occurred then go to step 3.
3. If no bargaining unit employee from the specific building where the absence occurred accepts the overtime/extra time opportunity, then the bargaining unit employees on the Replacement of a Contract Employee Volunteer Overtime/Extra Time List will be contacted

pursuant to Section 12.9.2 regarding the overtime/extra time opportunity.

4. If no bargaining unit employee from the Replacement of a Contract Employee Volunteer Overtime/Extra Time List accepts the overtime/extra time opportunity, the overtime/extra time opportunity shall be offered to bargaining unit employees not on the current quarter overtime/extra time list based on building seniority first; if the overtime/extra time opportunity is still not accepted, the overtime/extra time opportunity shall be offered to the all remaining bargaining unit employees in the Maintenance/Custodial classification by seniority.
5. If the overtime/extra time opportunity is still not accepted, the overtime/extra time opportunity shall be assigned to the least senior bargaining unit employee in the Custodial Classification Series. This process shall be continued until all overtime/extra time opportunities are filled.

12.9.7 Overtime/Extra Time - Special Events

Special Event overtime/extra time will be an overtime/extra time opportunity for events which do not occur during normal school hours. The process for awarding these Special Event overtime/extra time opportunities will be as follows:

1. A list of special events will be emailed to bargaining unit employees on the current quarter Special Events Volunteer Overtime/Extra Time List by Noon on Wednesday of each week for the period of Monday through Sunday of the following week. The list of special events shall include the date, time, location, event title/description, the anticipated length of time for the event, the number of employees needed and the name of the employee with the first selection.
2. Bargaining unit employees on the current quarter overtime/extra time list shall have until 12:00 noon on Thursday to respond to the Maintenance Secretary, or designee, by email, with their selections in order of preference, with a copy to the Assistant Maintenance Supervisor and the Maintenance/Custodial Union Steward. If the selections of an employee are not received by the Maintenance Secretary, or designee, by 12:00 noon on Thursday, the employee will not be eligible for any special event overtime/extra time opportunities for that specific week.

3. The special event overtime/extra time opportunities shall be awarded based on the selections submitted from the bargaining unit employee, by preference, and the classification seniority rotation. Once the Special Event Volunteer Overtime/Extra Time List has been gone through the first time, if additional special event overtime/extra time opportunities are still available, the process shall be repeated until all special event overtime/extra time opportunities for that week have been awarded or refused.
4. If any special event overtime/extra time opportunities remain, a District approved/authorized substitute may be used. If a sufficient number of substitutes are not available, the District shall offer the remaining special event overtime/extra time opportunities to the bargaining unit employees in the classification by seniority. If any special event overtime/extra time opportunities remain, the least senior bargaining unit employee(s) in the Custodial Classification Series shall be assigned to the special event overtime/extra time opportunity(ies) until all remaining special event overtime/extra time opportunities are covered.
5. After all of the special event overtime/extra time opportunities have been awarded for that week, the Maintenance Secretary, or designee, will submit to all employees on the current quarter special event overtime/extra time list the schedule of the awarded overtime/extra time for the week along with an indication of the bargaining unit employee who will be first in the rotation for next available special event overtime/extra time opportunity that arises.

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.

12.12.1 When the District calls a bargaining unit employee into work on a day the bargaining unit employee is not otherwise scheduled or requires a bargaining unit employee to report back to work from the employee's home after conclusion of the bargaining unit employee's normal work schedule and the call in/call back period is not contiguous with the bargaining unit employee's normally scheduled shift, the bargaining unit employee shall receive a minimum of one (1) hour of pay at the appropriate hourly rate plus shift differential, if applicable.

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 Assistants 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 Assistants 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 Assistants 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.

ARTICLE 13 SICK LEAVE

13.1 Sick Leave Accumulation

Sick leave accumulation shall be three hundred eighty (380) days.

All full-time classified bargaining unit employees shall be entitled to one and one-fourth (1 1/4) days of sick leave per calendar month of employment unless on leave of absence, or a total of fifteen (15) days per year.

13.2 Advancement of Sick Leave

Classified bargaining unit employees employed in the State of Ohio for the first time shall be advanced five (5) days of sick leave. If any of the five days of sick leave are used, they shall be deducted from the total sick leave, which

may be accumulated during the first four (4) months of service. A bargaining unit employee injured at work shall not be required to use sick leave.

13.3 Appropriate Use of Sick Leave

Classified bargaining unit employees who have accumulated sick leave are entitled to full salary, for absences due to personal illness, adoption, pregnancy, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or to students and to illness, injury, or death in the classified bargaining unit employee's family. Family shall be defined as those residing under the same roof, blood or marital relatives, or others who are the responsibility of the bargaining unit employee. Blood or marital relatives need not live with the employee.

13.3.1 For death or serious illness of a family member and when travel beyond a one hundred (100) mile radius is required, up to two (2) days of sick leave for travel time may be used.

13.3.2 Sick leave must be completed for any day or part of a day used, and must be submitted to the employee's designated supervisor through KIOSK or other similar system within five (5) working days following the employee's return from the absence.

13.4 Termination of Employment, Transfer and Sick Leave

The previously accumulated sick leave of a classified employee who has been separated from the public service may be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten years of the date on which the classified employee was last terminated from public service.

13.5 Notification by Employee For Use of Sick Leave

All classified employees shall be responsible for using the established procedures of notification of the school when the provisions of the sick leave policies shall be used. Failure to do so may result in the denial of said benefits. Absences for legitimate reasons not covered by provisions of this policy may be granted without jeopardy to either position or standing. Appropriate salary reductions will be made.

13.6 Penalty For Misuse of Sick Leave

Abuse of sick leave may be cause for administrative action. No payment of salary will be made for unauthorized absence and such absence may be considered grounds for suspension or dismissal. Excessive absenteeism, or

a pattern of abuse of leaves of absence, may be grounds for progressive discipline, up to and including discharge.

13.7 Use in Quarter Hours

Employees of the bargaining unit shall have the right to use sick leave in quarter hour (1/4) increments with a one (1) hour minimum.

13.8 Right of the Board to Require Doctor Statement

The Superintendent may require an employee to supply a physician's certificate to justify use of sick leave or to establish ability to return to work.

13.9 Attendance Incentive

*Total Hours	First Semester		Second Semester	
Up To 40 hrs.	\$150 (\$75 **)	\$75 (\$37.50 **)	\$300	\$150
Up To 30 hrs.	\$100 (\$50 **)	\$50 (\$25 **)	\$200	\$100
Up To 20 hrs.	\$50 (\$25 **)	\$25 (\$12.50 **)	\$100	\$50
	0 Days Missed	1 Day Missed	0 Days Missed	1 Day Missed

*Total Hours above refers to hours worked per week and for all contracts held. It is a combination of both items. 1st Semester is defined from July 1st – last day of first semester as determined by adopted school calendar each year. 2nd Semester is defined from the first day of the second semester as determined by the adopted school calendar each year – June 30th.

**Due to the ratification date of this contract, the first semester of the 2013-2014 school year will be defined as from November 6, 2013 – till the end of the first semester as defined by the adopted school year. The amount paid out only for the 1st semester of the 2013-2014 school is defined by the **. All semesters following follow the adopted school calendar and dollar amounts defined above.

**ARTICLE 14
SICK LEAVE BANK**

14.1 Reason for Program

The purpose of the Sick Leave Bank is to provide paid days for catastrophic personal or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged catastrophic personal or family illness or injury. Allotments will be limited to participating

employees for use only in cases of catastrophic illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee (SLBC).

14.2 Donation of Hours to Program

Upon enrollment, a member shall contribute one half (1/2) day, equivalent in sick leave hours of his/her accumulated earned sick leave hours to the Sick Leave Bank. Hours contributed to the Sick Leave Bank are non-returnable.

14.3 Donation Period

Members may enroll in the Sick Leave Bank through October 5th of each school year with written notification to the Union. Membership will automatically be renewed unless the member requests to be withdrawn from the bank in writing to the Union.

14.3.1 Sick Leave Bank Committee

Sick Leave Bank Committee shall be composed of the Superintendent/designee and four (4) members appointed by the Union.

The SLBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

Decisions of the SLBC are final.

14.3.2 Responsibilities

The SLBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Union and the Board.

14.3.3 General Procedures

An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

Allotments will be limited to use for catastrophic illness or injury in the immediate family (mother, father, spouse, and child). A doctor's statement describing the illness or injury is requested with the application in order for the request to be considered.

An application may be submitted any time in anticipation of need of the SLB. Eligibility will be considered only after a member has used all of his/her accumulated sick leave hours.

Hours allotted from the Sick Leave Bank will be credited at (100%) of the member's hourly rate of pay. No personal sick leave will accrue while using the SLB.

Once qualified to receive an allotment from the Bank, the maximum number of hours a member may receive from the Sick Leave Bank shall not exceed the equivalent of thirty (30) days per occurrence. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days, and may be renewed upon request from the member and approval of the SLBC, each payroll period.

Explanation: The five day wait period will be unpaid leave docked at the member's per diem rate. This amount will then be deducted from the member's remaining contracted salary amount and that amount will be divided for all remaining pay periods.

Allotments from the Sick Leave Bank will be made only for absences under a member's normal contract. Allotments will not be made for absences in programs such as summer school, extended services, supplemental contracts, or any other part-time or second position held by a member with a full-time contract.

Hours may not be received from the Bank for absences due to childbirth (natural or cesarean section). Utilization of the Sick Leave Bank for complications arising from pregnancy or childbirth may be authorized by the SLBC.

Hours may not be received from the Bank for absences due to disabilities, which qualify the member for Workers Compensation personal benefits.

The maximum amount of sick leave hours in the Bank in any one year will be one thousand two hundred fifty (1,250) to be accumulated as follows:

Each contributing member shall provide one half (1/2) day, equivalent in sick leave hours by October 5 in the first year of the Bank. If additional hours are needed in that year each member of the Bank may be asked to provide up to an additional day and a half equivalent in hours in half day increments. Provided, however, that there will be a thirty (30) calendar day opportunity for employees to contribute to the bank immediately after ratification and Board approval of the Agreement.

The contribution procedure will be the same annually and all but five hundred (500) hours of the Bank will be eliminated on October 5th each year.

Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

Upon return, an employee coming off the SLB may be advanced up to 20 hours of sick leave if needed.

ARTICLE 15 LEAVES OF ABSENCE

15.1 Personal Leave

15.1.1 Personal leave is defined as business that could not normally be performed outside of the employee's work day. Categories for personal leave usage shall include, but not be limited to:

- Funerals
- Emergencies
- Graduations
- Health Issues
- Legal Issues
- Family Functions
- Other

Appropriate use of personal days may include such reasons as appointments that could not be scheduled outside of the work day, graduations, real estate closings or a child's school function. Bargaining unit employees shall be required to give advance notice of using personal leave.

- 15.1.2 All full-time employees shall be entitled to three (3) days of personal leave in any school year, without loss of pay.
- 15.1.3 All personal leave granted under this provision shall be in one-quarter hour (1/4) increments with a one (1) hour minimum.
- 15.1.4 Request for personal leave must be submitted to the employee's supervisor through KIOSK, or other similar system at least 48 hours in advance of the requested leave except in case of unavoidable and documented emergency. It is the responsibility of the employee to submit this documentation immediately following the emergency.
- 15.1.5 Personal leave for employees who work on a part-time schedule shall be equal to the number of hours in his/her average daily schedule times (x) three (3). Example: An employee who regularly works three (3) hours per day may receive nine (9) hours of personal leave per year.
- 15.1.6 Personal leave for multi-contracted employees is computed for each contract and must be used against the contract in which it was earned. Pre-school drivers/aides will receive 2.5 days of personnel leave. E.g., Pre-school driver/aide has a mid-day route of 2 hours. The pre-school driver will receive 5 hours of personal leave. 2 hour mid-day route X 2.5 days = 5 hours of personnel leave for mid-day pre-school route. Any employee whose contracted hours would earn less than 3 personal days shall receive 2.5 personal days.
- e.g., Jane Doe – 4-hour driver; 3-hour aide earns 12 hours of driver personal leave; 9 hours of aide personal leave
- It shall be the responsibility of the employee and his/her Immediate Supervisor to ensure that personal leave taken from individual contracts does not exceed earned hours.
- 15.1.7 Personal leave cannot be used in conjunction with comp time or vacation to extend the time away from work. Personal leave cannot be used on days immediately before or after a holiday unless special circumstances, falling under the categories listed above, will require the employee's attendance. These special situations will require the Superintendent's approval and the request for said leave must be submitted on the appropriate form not less than two (2) weeks before the requested leave.
- 15.1.8 Except for Bus Drivers the use of personal leave shall be limited to no more than two (2) employees per classification per building,

provided, however, if less than a full day of personal leave is being used by an employee, additional employees shall be able to use personal leave as long as the total personal leave used on a work day, per classification per building does not exceed two full days. For Bus Drivers, the use of personal leave shall be limited to no more than six (6) employees, provided, however, that no more than two (2) employees may use a personal day for the morning "runs" (between 6:00 a.m. and 9:30 a.m.), no more than two (2) employees may use a personal day for the mid-day "runs" (between 10 a.m. and 1:30 p.m.), and no more than two (2) employees may use a personal day for the afternoon "runs" (between 2:00 p.m. and 5:00 p.m.). (For example, if an employee was scheduled for a morning "run" and an afternoon "run" and used a personal day for the entire day, that use of a personal day would be counted against the mid-day "run.") 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.

- 15.1.9 Any employee who does not use personal leave during the school year and who has a 98% attendance rate (disregarding jury duty, FML, and routine absence related to childbirth) will be able to convert one of their three personal days in the following school year to an unrestricted day. That unrestricted day may be for any reason. Its use will count against use of personal days and will therefore not allow the employee to convert a personal day to an unrestricted day in the year following its use.
- 15.1.10 Up to two (2) additional days of personal leave may be granted at the discretion of the Superintendent. However, additional days may be granted only upon advance notice (in case of extreme emergency the employee may telephone the Superintendent in advance or upon return). Emergency personal days used in one contract year will be subtracted from the three personal days normally granted for the next contractual year. Denial of such additional days by the Superintendent shall not be subject to the grievance procedure.

15.2 Bereavement Leave

Any bargaining unit employee is entitled to three (3) days leave for death in the immediate family (mother, father, child, spouse). Any bargaining unit employee is also entitled to one (1) day of leave for death of a grandparent, grandchild, in-law, sibling, or individual residing under the same roof. Such leave shall be in addition to any entitlement for use of sick leave or personal leave and shall not count against perfect attendance incentives.

15.3 Jury Duty and Court Appearance

15.3.1 Jury Duty

After absence from school for jury duty, whether reporting or serving, the Board will pay the bargaining unit employee his/her regular compensation and the bargaining unit employee shall return any payment received for such services to the office of the Treasurer. In all cases where bargaining unit employees are subpoenaed or summoned to appear for Grand Jury hearings or to appear in any court, in cases in which they are not parties, they shall be paid in the manner described above.

15.3.2 Court Appearance

The Board will also grant leave with pay to bargaining unit employees when subpoenaed or required to make a court appearance (other than for personal criminal prosecution) for Miamisburg City School District related matters provided that the bargaining unit employee's court appearance is not in connection with a matter adverse to the position of the Board. The Board will reimburse the bargaining unit employee for parking and mileage expenses for such court appearances. Such leave will not count as an absence or against attendance incentive.

15.4 Assault Leave

15.4.1 Assault Leave Granted

The Board will grant assault leave to bargaining unit employees absent due to physical disability resulting from assault under the following conditions:

15.4.2 Assault Defined

Assault herein shall be defined as intentional physical touching.

15.4.3 Pay While on Leave

Any bargaining unit employee who must be absent from his/her duties due to physical disability resulting from an assault while working, or in school-related activities to which he/she has been assigned, on or off school premises before, during or after school hours, will be paid his/her full compensation for the period of such absence up to one (1) full year.

15.4.4 Process of Being Granted Assault Leave

Before assault leave will be granted, the bargaining unit employee shall furnish to the Superintendent or designee a written signed statement describing the circumstances and events surrounding the assault, including the location and time of assault, names and addresses of witnesses (if known), and a description of the injuries sustained.

15.4.5 Determination by Physician to Qualify For Leave

A District-appointed physician shall determine if assault leave is necessary and the length of the leave. If medical attention is required or sought, the bargaining unit employee shall furnish to the Superintendent or designee a statement of the nature of the disability and its duration, which has been signed by a physician.

15.4.6 Leave Not to be Charged Against Any Other Leave

Assault leave shall not be charged against sick leave earned or earnable by the bargaining unit employee.

15.5 Child Care Leave

15.5.1 Right for Leave

Any bargaining unit employee, upon proper application to the Superintendent or designee and approval thereof, shall be granted a leave of absence from the Board for maternity or child-care leave.

15.5.2 Reasons For Leave

Any bargaining unit employee shall have the right of use of childcare leave for the reason of birth of a child (Options One, Two, and Three) or the adoption of a child (Options Two and Three). The leave shall be for duration of one full school year, if so requested by the bargaining unit employee. The amount of time for leave for delivery of a child shall

be between the involved bargaining unit employee and the involved doctor(s).

15.6 Disability Leave (Use of Sick Leave - Paid)

Option One

15.6.1 Continuous absence of the bargaining unit employee shall commence with the first day of disability and shall continue until the date of termination of such disability.

15.6.2 No later than forty-five (45) days after the occurrence of the disability the bargaining unit employee shall submit to the Superintendent or designee a written statement from his/her doctor establishing the expected date of termination of his/her disability or, in the event the date of termination of disability cannot be established within forty-five (45) days after the incident, a statement from the doctor shall so indicate, and a subsequent statement from the doctor, submitted at the earliest practical date, shall establish the expected date of termination of disability.

15.6.3 Bargaining unit employees having requested a disability absence for a period not to exceed eight (8) weeks and who return to duty during such period will be returned to their previous assignment.

15.6.4 In the event a bargaining unit employee on a disability absence exhausts his/her accumulated sick leave days, the Superintendent or designee shall investigate the matter and shall have the authority to recommend to the Board that the bargaining unit employee be placed on an un-requested leave of absence without pay for the balance of the period of the bargaining unit employee's disability.

15.7 Disability Leave Paid Followed by an Unpaid Leave

Option Two

15.7.1 Absence without pay shall commence the first day following the termination of disability or the first day following the exhaustion of accumulated sick leave prior to the termination of disability whichever shall first occur. This leave of absence shall be for the remainder of the six (6) month period in which the leave commences and, if

requested by the bargaining unit employee at the time of application, one additional six (6) month period.

15.7.2 As soon after the disability occurrence as feasible, and no later than forty-five (45) days after the incident the employee shall submit to the Superintendent a written statement from his/her doctor establishing the expected date of termination of disability or, in the event the date of termination of disability cannot be established within forty-five (45) days after the incident a statement from the doctor, submitted at the earliest practical date, shall establish the expected date of termination of disability.

15.7.3 The bargaining unit employee shall notify the Superintendent or designee in writing of his/her intention to return to service at least forty-five (45) days before he/she expects to resume his/her duties if leave extends beyond the six (6) month period in which the incident occurred. The bargaining unit employee shall be informed of receipt of such notification of intent to return.

15.7.4 When a bargaining unit employee is expected to be out for a period of time (surgery, leave of absence, etc.), the district shall work to keep the same substitute in that position for consistency.

15.8 Disability Leave - Unpaid

Option Three

15.8.1A A leave of absence without pay may be taken which may commence at any time during the disability and must commence no later than the beginning date of disability. After consultation with the bargaining unit employee to accommodate needs of the school system, the Superintendent or designee may make minor adjustments in the starting date of the leave of no more than five (5) school days prior to or five (5) school days after the requested commencement date of the leave. Such adjustments must be made prior to the commencement of the leave, and the bargaining unit employee must be so notified. This leave of absence shall be for the remainder of the six (6) month period in which the leave commences and if requested by the bargaining unit employee at the application, the following six (6) month period. The bargaining unit employee shall notify the Superintendent or designee in writing of his/her intention to return to service at least forty-five (45) days before she/he expects to resume her/his duties except, when delivery occurs

during such forty-five (45) days, notification shall be no more than forty-five (45) days after delivery. The bargaining unit employee shall be informed of receipt of such notification of intent to return.

15.9 Unpaid Absence (Letter of Intent)

15.9.1 Application For Leave

Subject to the approval of the Superintendent and the Board, bargaining unit employees who have completed two or more consecutive years of service in the District may apply for absence from the job, and if granted, will be given a letter of intent to rehire.

15.10 Disability Due to Illness or Injury - Unpaid Leave

15.10.1 Two (2) Year Limit

The request for disability due to illness or injury of any type shall be granted for up to two (2) years.

15.10.2 Process For Securing Leave

Request for such leave must be accompanied by a statement from the attending physician who states the nature of the illness or injury and recommendations that such absence is needed.

15.10.3 Leave For Family

Request for such leave must be accompanied by a statement from the attending physician who states the nature of the illness or injury and recommendations that such leave is needed. Family in this instance means "immediate family."

15.10.4 Family and Medical Leave Act

As an alternative to any form of leave hereunder, eligible bargaining unit employees may use Family and Medical Leave to the extent it applies. Such use of FMLA shall be in lieu of other forms of leave in this Agreement, except that the bargaining unit employee may substitute paid sick leave, personal leave or vacation leave for FMLA. To the extent the bargaining unit employee exhausts his or her use of

paid leave in less than twelve (12) weeks, the bargaining unit employee may use FMLA for twelve (12) weeks minus the number of weeks of the bargaining unit employee used paid leave for the occurrence.

15.11 Educational Leave

A bargaining unit employee may, upon written request, be granted an unpaid leave of absence to pursue additional education. The Board may fill the position on a substitute basis or temporary placement basis while the employee is absent.

15.12 Absence

A bargaining unit employee has the right to become a candidate for public office and if elected, serve in the elected position unless prohibited by law.

15.13 National and/or State Office

A bargaining unit employee elected to a national and/or state office or a bona fide professional organization.

15.13.1 Process For Making Request

Request for such absence shall be submitted to the Superintendent in writing and failure to complete the terms for which absence was requested shall be cause for termination of absent period. If the request is granted, the letter of intent will state that if a position exists for which the employee is qualified, said employee will be offered the position following the period of absence.

15.13.1.1 Duration of Leave

Absence shall be for one year or less but may be granted for an additional year upon proper application and subject to the approval of the Superintendent and the Board.

15.13.2 Notification of Return From Leave

Notification of intent to return to an existing vacancy or to extend the period of absence shall be given in writing to the Superintendent or designee no later than March 30 of the calendar year. All such absences shall terminate at the end of the school year in which they are taken.

15.14 Individuals Hired to Replace Employees on Unpaid Leave

Individuals hired exclusively for the purpose of replacing bargaining unit employees, while such bargaining unit employee is on a leave of absence granted under this Section, is not a regular bargaining unit employee under this Section or under ORC 3319.081, and shall be issued a contract accordingly stated.

ARTICLE 16
JOB CLASSIFICATIONS AND DESCRIPTIONS

16.1 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) Pre-School
	Class III	Special Ed/Mobility/ Intervention Aide
	Class II	Educational or Teacher Aide
	Class I	Transportation Assistant
<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

16.2 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.

16.3 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 16.3, 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.

16.4 Union to Receive Job Descriptions

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

16.5 School Van Certification

If the Board requires an employee (other than a bus driver) to drive a van with students, the Board will pay for the time required for state-mandated training and will either provide the training in the District or reimburse the employee for mileage at the IRS rate for training that is not provided within the District.

ARTICLE 17
NO STRIKE-NO LOCKOUT

17.1 Strike, Slowdown or Lockout

The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify or participate in any strike, slowdown, or other curtailment or restriction of or interference with the faithful and complete performance of their duties or the operations of the Board during the life of this Agreement. The Board shall not have a lockout of employees per R.C. 4117.11(A)(7). The Union shall promptly take all possible actions to prevent and to end any such actions by employees or any persons affecting the employees' faithful and complete performance of their duties or the operations of the Board.

ARTICLE 18
MISCELLANEOUS

18.1 Definitions

Work Day

A work day is defined as Monday through Friday excluding holidays as defined in the negotiated agreement.

18.2 Information/School Board Data

The Board and the Union shall, upon written request, furnish the other with available non-confidential information in its existing form which is relevant to proper subjects of bargaining or which is directly related to and necessary for administration of the terms of this Agreement. Such information shall be furnished within ten (10) calendar days of receipt of the request, except for the Board agenda, which will be distributed when it is generally distributed.

18.3 Required Training

In addition to all state/federal mandated training required to maintain credentials of employment, the Board may require up to 21 hours of training/in-service per contract year. Payment for this required training/in-service shall be at the employees' regular contracted hourly rate.

If the employee is employed in more than one classification in the district and the training/in-service is not classification specific but district-wide in nature, the payment will be the average hourly rate of pay of the employee. (Sum of hourly rates of pay divided by number of jobs) For example, Job rate 1 = \$5.00, Job 2 = \$7.00. Sum equals \$12.00. Average hourly rate of pay equals \$6.00 per hour.

The Board will notify the employees of required training/in-service fourteen (14) calendar days in advance. If an employee is absent from a required training/in-service, he/she must make up the required in-service.

18.4 On-line Training

Some training may be offered by the Board to bargaining unit employees on-line. Bargaining unit employees who have access to a computer during their regularly scheduled hours shall be permitted time during their normal work hours to complete the on-line training. Bargaining unit employees who do not have access to a computer during their regularly scheduled hours shall be permitted to complete the on-line training during non-working hours and shall receive pay for said training at their regular hourly rate for the amount of time the Board and the Union agree should be paid for said training. The Board shall make computers in District Computer Labs or District Libraries available for use by said bargaining unit employees during their non-working hours.

18.5 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.

18.6 Obtaining Substitutes

Under no circumstances shall a bargaining unit employee have an obligation to obtain a substitute when the bargaining unit employee is not going to be at work for any reason.

18.7 Evaluation Forms

After the effective date of this Agreement, the Labor Management Committee will work together to develop evaluation forms for each classification in the bargaining unit.

18.8 Committee Membership

Bargaining unit employees shall have the same number of representatives on the Insurance Committee as the certificated employees. The Union shall appoint all bargaining unit members to said committee.

18.9 Call In Procedure

The board shall implement a bargaining unit call in procedure for the positions of Special Education Aides, Multi-Handicapped Aides, Monitors and Media Center Paraprofessionals using AESOP or a similar system by the beginning of the 2013-2014 school year.

18.10 Transfers and Reassignments

1. The Superintendent of Schools, by law, has the right of assignment of all staff members and will exercise said right. He will conduct a continuous study of the personnel needs of the District.
2. If transfers or reassignments are necessary, such changes may be made from a list of staff volunteers. Any bargaining unit employee wishing to be considered for a reassignment or transfer shall notify the Superintendent, in writing, no later than April 30 of the school year proceeding the year in which the reassignment or transfer would take place.
3. No reassignment or transfer will be made without prior consultation with the bargaining unit member, including discussion of the reason(s) for the reassignment or transfer.
4. No bargaining unit employee shall be involuntarily transferred for any arbitrary reason or in a capricious manner.

18.11 Complaints Against Bargaining Unit Members

1. Before an administrator makes a parental or community complaint about a bargaining unit member a matter of written record, the administrator shall hold a conference with the bargaining unit member to inform him/her of the substance of the complaint, the identity of the complainant, and the approximate date(s) and conduct involved.
2. No anonymous complaints or concerns against a bargaining unit employee shall be used as the basis for termination of employment or become a matter of written record.
3. The Board of Education shall not entertain a formal complaint about a bargaining unit member's performance from someone who is not employed by the Board unless the complaint has been raised through appropriate administrative channels. Administrative procedures shall begin with a conference between the complainant and the appropriate administrator and an opportunity for the bargaining unit employee to confer with that administrator to discuss the complaint. If the complaint is not resolved at this conference, the bargaining unit employee shall have the right to Teamster representation at the next conference.
4. If the complaint is presented formally to the Board after the bargaining unit member/administrator conference, the bargaining unit employee may have Teamster representation in presenting his/her position to the Board.

ARTICLE 19 LABOR MANAGEMENT

19.1 Purpose

A Labor/Management Committee shall be established which shall meet on a regular basis to discuss matters of mutual interest to management and the employees covered by this Agreement. These meetings should lead to mutual recommendations regarding working conditions, health, safety, and training and should increase the understanding between the parties to this Agreement, thereby increasing efficiency.

19.2 Membership

The Labor/Management Committee shall consist of no more than twelve (12) regular members, half of which shall be appointed by the Union and half appointed by Board. When needed to adequately discuss a particular matter,

additional individuals may attend a labor/management meeting upon the mutual agreement of the parties.

19.3 Meetings

Meetings will be held no more than once every thirty (30) days, except upon mutual agreement of both parties. The meetings will be alternately chaired by a representative of the Board and representative of the Union. Meetings generally will be scheduled to begin at 4:30 p.m.

19.4 Agenda

An agenda shall be prepared prior to the meeting covering the items to be discussed. The agenda will be distributed to each member of the committee at least one (1) week in advance of any meeting. It is understood that problems and conditions leading to grievances and problems which relate to negotiable subjects may, from time to time, be discussed by the committee, but any such discussions shall not in any way affect the resolution of grievances or collective bargaining negotiations, since specific procedures covering grievances and negotiations are provided elsewhere. The members chairing the meeting will be responsible for the preparation and distribution of the agenda for the meeting.

19.5 Meeting Minutes

The meeting minutes shall be prepared in writing. These minutes will be distributed to each member of the committee at the next meeting for review and approval at that meeting. Copies shall be initialed by each side and retained for future reference. Copies may be distributed for posting on bulletin boards.

19.6 Safety Committee

The Board of Education will continue its Safety Committee and the Union may appoint three (3) members to it from different classifications. Employees may report any unresolved safety problems to the safety committee for investigation and recommendation. The Committee will report their findings in writing to the employee and the director of the affected department.

ARTICLE 20 TRANSPORTATION EMPLOYEES

20.1 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. All bus contracts, except for pre-school drivers, will be a 186 day contract.

20.2 Regular Routes to be Filled Annually by Classification Seniority

All regular routes for drivers and Transportation Assistants shall be filled on a classification seniority basis, and the selection process shall take place no less than one week prior to the opening of the Miamisburg City Schools student school year. Drivers and Transportation Assistants shall be notified of the Annual Selection Date the last day school is in session. With a signed authorization, a driver and/or Transportation Assistant may select a route for one or more other drivers/Transportation Assistants during the annual selection process. 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.

20.3 Kindergarten Routes

The selection process for all kindergarten routes, pre-school routes and mid-day runs for drivers and Transportation Assistants 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.

20.3.1 Kindergarten And Pre-School Orientation

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

20.4 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 all subsequent vacancies that may occur, with the last vacancy filled by the hiring of a new employee and not the use of a sub. 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.

20.5 Bidding For Existing Routes with an Increase or Decrease of Hours

20.5.1 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 three (3) work days. All routes shall be filled on a classification seniority basis and subject to the bidding process in accordance with Section 20.2.

20.5.2 Right of Driver Whose Hours are Decreased

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

20.6 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.

20.7 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.

20.8 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.

20.9 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.

20.10 Use of Radio

Bus drivers or Transportation Assistants 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.

20.11 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.

20.12 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.

20.13 Annual School Bus and Van Driver Physicals

All school bus and van drivers shall complete and pass a yearly physical in accordance to Federal and State guidelines and laws. School bus drivers and van drivers shall be paid for two (2) hours at their regular hourly rate for the annual physical. All physicals will be paid by the Board.

20.14 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 Assistants who are on approved leaves of absence. All drivers and Transportation Assistants 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.

20.15 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.

20.16 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.

20.17 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 Assistants 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 Assistants shall be paid their hourly wage rate for all Board approved training.

20.18 Guidelines for Time Clock System/Time Variation Requests

20.18.1 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.

20.18.2 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.

20.18.3 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.

20.19 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.

20.20 Mechanics

20.20.1 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 September 30th of each contract year.

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

20.20.3 Each mechanic shall receive two hundred and fifty (\$250) dollars annually for the purchase of clothing and work boots to wear on the job. Payment shall be made no later than September 30th of the year.

ARTICLE 21
EXTRA TRIPS

21.1 Definition of Extra Trip

An extra trip is the transportation of any student or students transported to any destination other than to or from his/her/their "home" school, which is not contracted time and is issued a trip ticket.

21.2 Legal Operation of Board-Owned Vehicles

No Board-owned vehicle shall be operated on any extra trip without the issuing of a proper trip ticket and building keys where possible.

21.3 Proper Posting Time For All Extra Trips

A preliminary list of all extra trips shall be posted by 12:00 noon on Wednesday of each week for the period of Monday through Sunday of the following week. This posting will state the date, destination and time for each trip and each trip will be numbered. A final list of all extra trips, containing the same information, shall be posted by 7:00 a.m. on Thursday of each week for the period of Monday through Sunday of the following week. Trips shall be chosen by drivers and Transportation Assistants (if necessary) on rotation basis as set forth below. Multiple copies of the official extra trip list will be made available in the drivers' room for reading purposes only.

21.4 Rotation of Extra Trips

21.4.1 The rotation list for extra trips shall be the list of drivers and Transportation Assistants by classification seniority. At the beginning of each grading period the rotation list shall be posted according to classification seniority and extra trips then available shall be selected by classification seniority. When extra trips are posted, drivers and Transportation Assistants shall designate their selection in the order in which they appear on the rotation list. If an extra trip is postponed and then rescheduled during the same week, the driver and Transportation Assistant shall have the right of first refusal on said extra trip. The selection of extra trips for any week shall commence with the driver or Transportation Assistants who is next in line on the list from the previous week's selection. In any week in which the number of trips exceeds the number of drivers or Transportation Assistants, drivers and Transportation Assistants shall choose one trip at a time in rotation order and shall continue to select trips until all trips have been assigned.

21.4.2 The Extra Trip Selection process shall begin at 7:00 a.m. on Thursday of each week when there are extra trips posted. The Transportation Supervisor or his/her designee shall supervise this process. Any extra trip not selected by the end of the trip selection process on Thursday at 5:00 p.m. will be assigned by the Transportation Supervisor by 4:00 p.m. on Friday. The Driver Steward or alternate, or if neither are available the Transportation Assistant Steward or alternate, shall keep a copy of the Extra Trip rotation list and shall inform the Transportation Supervisor who is the next to select a trip.

- 21.4.3 When a driver or Transportation Assistant is not available to select an extra trip on Thursday morning by 9:15 a.m., because of a court date, emergency reason, extra trip, regular route or other Miamisburg District employment, the Driver Steward or alternate, or if neither are available the Transportation Assistant Steward or alternate, will have the authority to select that person's trips provided that the person has given the Steward or alternate a signed written statement indicating their reason for not being present and those trips preferred. Unavailability for any other reason than those listed above shall disqualify the driver or Transportation Assistant from selecting an extra trip for that week and they shall lose their rotation on the list.
- 21.4.4 All probationary drivers and Transportation Assistants shall be eligible to sign up for extra trips and the kindergarten sub list. Substitutes may be used for extra trips: (1) in an emergency when a regular or probationary driver or Transportation Assistant cannot be obtained with reasonable efforts; or (2) when no regular or probationary driver has signed up for the trip; or (3) as described below in Sections 21.5 or 21.6.
- 21.4.5 When the Board needs a Transportation Assistant for an extra trip [other than assistants otherwise accompanying a class or particular student(s)], the Board will follow the provisions of Sections 21.4-21.7 for rotation and assignment.

21.5 Board Right to Assign by Least Seniority

The Board may require regular or probationary drivers or Transportation Assistants to take extra trips based on the least classification seniority if insufficient drivers or Transportation Assistants sign up for extra trips and no substitute driver or substitute Transportation Assistants can be obtained.

21.6 Procedure When Regular Route Interferes With Extra Trip

- 21.6.1 When a portion of a regular route conflicts with an extra trip, the regular driver or Transportation Assistants assigned to the extra trip will choose between the extra trip and his/her regular route if no substitute can be obtained by the day before the extra trip to cover that portion of the regular route or if the Transportation Supervisor cannot line up another regular driver or Transportation Assistant whose own schedule (including that driver's or Transportation Assistant's extra trips) would permit the coverage of that portion of the regular route.

21.6.2 Right of Transportation Supervisor to Reject a Sign-Up

The Transportation Supervisor may reject a sign-up for an extra trip if the extra trip conflicts with the regular route and there is an extra trip available that does not conflict.

21.7 Definition of Add On, Continuance, and Independent Run

21.7.1 Add On: An addition to a contracted route of thirty (30) minutes or less.

21.7.2 Continuance: Additional time added while driver or Transportation Assistant is on the clock or prior to the end of the driver's or Transportation Assistant's contracted time. If the driver or Transportation Assistant 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 Assistant shall have the right to refuse a Continuance when the driver or Transportation Assistant is not already on contracted or other paid time and the continuance will exceed fifteen (15) minutes. If no other drivers or Transportation Assistants are available to perform the Continuance, a substitute driver or substitute transportation assistant may be used.

21.7.3 Independent Run: Additional time added after the driver or Transportation Assistant is off contracted time and has clocked out. All independent extra runs shall be paid at no less than one hour's duration. The driver or Transportation Assistant shall have the right to refuse an Independent Run, except as provided in Section 21.5. If no other drivers or Transportation Assistants are available to perform the Independent Run, a substitute driver or substitute Transportation Assistant may be used.

21.8 Pay for Extra Trips

The parties recognize that much of the time on an extra trip, especially longer extra trips, is non-productive down time or layover time. In order to provide equitable pay and opportunities for bus drivers to take extra trips yet avoid high overtime cost for extra trips, the parties agree as follows:

21.8.1 Extra Trips Considered Different

Extra trips are a different kind of work from regular route driving because of their irregularity, uniqueness of the route and destination, and other factors.

21.8.2 Method of Pay For Extra Trips

Extra trips will be paid at the following rates for the first forty (40) work hours of a work week:

21.8.2.1 Drivers shall be paid their regular rate of pay for the first four hours of an extra trip.

21.8.2.2 Effective July 1, 2013 drivers shall be paid at the rate of \$8.59 per hour for the remaining hours of an extra trip.

Effective July 1, 2014 drivers shall be paid at the rate of \$8.76 per hour for the remaining hours of an extra trip.

21.8.2.3 Instead of paragraphs (.2.1 and .2.2) above, drivers shall be paid at a regular rate for extra trips of \$8.59 per hour effective July 1, 2013, for all time over forty (40) hours in a work week. (The overtime rate would be 1.5 times \$8.59 or \$12.89).

Instead of paragraphs (.2.1 and .2.2) above, drivers shall be paid at a regular rate for extra trips of \$8.76 per hour effective July 1, 2013, for all time over forty (40) hours in a work week. (The overtime rate would be 1.5 times \$8.76 or \$13.14).

21.8.2.4 If actual driving time exceeds four (4) hours, the driver will be paid at regular rate of pay for all actual driving time.

21.8.3 A driver will be ineligible for extra trips once he or she has scheduled more than forty (40) hours worked in a work week unless: (1) they have been assigned to a trip prior to reaching forty (40) hours, (2) said driver will not forfeit pre-assigned extra trips upon reaching a forty (40) hour work week, or (3) except on mutual agreement of the administration (supervisor) and employee. The driver will be paid per Section 21.8.2.3 of the contract.

21.8.4 For an extra or emergency trip that is cancelled the same day of the trip, the driver will be paid two hours at his/her regular pay unless the

driver is over forty (40) hours, then the driver will be paid in accordance with Section 21.8.2.3.

21.9 Extra Trip Sign-Up Accountability

Drivers and Transportation Assistants must notify the Transportation Office no later than 8:30 a.m. the day of the assigned extra trip if they are unable to take the extra trip. Failure to notify the Transportation Office in this timely manner is subject to the following:

4th Offense during a school semester period –

Employee will be excluded from the above selection lists for the next school semester.

21.10 Unscheduled/Emergency Trip List

21.10.1 An emergency trip is an extra trip that is requested on the same day that it occurs.

21.10.2 An unscheduled trip is an extra trip that has been received by the Transportation Department after Thursday's extra trip pick.

21.10.3 Unscheduled/emergency trips will be listed on the unscheduled /emergency trip list as soon as is practical after they have been received by the Transportation Supervisor or person in charge. Each driver and/or Transportation Assistant on the Unscheduled/Emergency Trip Rotation List shall be offered unscheduled trips starting with the driver/Transportation Assistant that is next in line in seniority, and/or is readily available. Drivers and Transportation Assistants who have mid-day runs shall report in writing to the Transportation Supervisor or person in charge when their contracted mid-day assignments are not scheduled and they are therefore available for day-time extra-trips.

21.11 Van Use

District-owned vans may be used to transport students on field trips, providing that all students for a particular activity shall be transported in one van only and the total number of students must be able to be seated legally in the one van.

21.12 Summer Field Trips

Summer field trips, when school is not in regular session, shall be assigned to drivers and Transportation Assistants on the basis of classification seniority. The sign-up list posted at the end of May shall be used until the first driving day of the next school year for summer extra trips.

21.13 Rights of a Probationary Driver

All probationary drivers will be eligible to sign for extra trips and the kindergarten sub list.

ARTICLE 22
MEDIA CENTER PARAPROFESSIONALS

22.1 Days

Media Center Paraprofessionals will be scheduled for 195 paid work days per school year with building enrollments below 500 students. Media assistants will be scheduled for 198 paid work days with building enrollment over five hundred (500) students. Total contracts of 203 and 206 days respectively include eight (8) paid holidays in accordance with the negotiated agreement. Work calendars are to be submitted to and approved by the Superintendent/designee and the building principal.

22.1.1 Media Center Paraprofessionals shall work eight (8) hours per day unless contracted for a lower number of hours which shall not exceed more than one (1) Media Center Paraprofessional.

22.1.2 A weekly schedule will be jointly planned by the Media Center Paraprofessional, Building Principal, and Superintendent/designee.

22.2 Substitute For Media Center Professionals

When securing substitutes, individuals identified as trained substitute media assistants shall be utilized before non-trained individuals.

ARTICLE 23
FOOD SERVICE

23.1 Hours

All food service positions must be posted when there is an accumulative

increase in time of more than thirty (30) minutes per day during any contract year.

23.2 Food Service Training

All Food Service employees 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. Food Service employees shall also receive blood born pathogen training each school year. Food Service employees shall be paid for time spent for training required by the Board.

23.3 Food Service Uniforms

Lunchroom employees shall receive a clothing allowance of two hundred dollars (\$200) annually for purchase of an approved article(s) of clothing for work. Such allowance shall be paid no later than September 30 of each year.

Food service employees shall wear hairnets provided by the Board.

23.4 Extra Time

23.4.1 Extra time is defined as extra work outside of and in addition to contracted time, but not overtime as defined in Article 12, Section 12.6.

23.4.2 Extra time for Food Service employees, except for overtime under Section 12.12, during any time between July 1 and June 30 shall be assigned on the basis of classification seniority by building. Employees in the Food Service Classification Series wanting to perform this extra time shall electronically submit their intent to be on the quarter list to the food service supervisor or designee no later than the beginning of each three (3) month period, August 1, November 1, February 1, and May 1. If no employees from the building where the extra time is to be performed have electronically submitted their name for the period in which the extra time is to be performed, or do not accept the opportunity to perform the extra time, then the extra time shall be offered to Food Service employees by District seniority who have electronically submitted their name on the extra time list. If no Food Service employee from the extra time list accepts the extra time, then a sub may be used to perform the work in question. If the extra time is to be performed in a location that is not a normal work location for bargaining unit Food Service employees (for example at the football stadium, warehouse, and other similar locations), then the extra time shall be offered by District seniority to those bargaining unit Food Service employees who have submitted to the extra time list.

ARTICLE 24
CUSTODIANS, MAINTENANCE CUSTODIANS, AIDES

24.1 Job-Related Considerations For Custodians

The Board shall provide some form of contact or communication device for all evening and night shift custodians.

For efficiency and fairness, extra custodial and monitor overtime/duty assignments may be scheduled into blocks for assignment purposes. The overtime blocks will be filled by the overtime procedure found in Article 12.

24.2 Job-Related Considerations For Aides

24.2.1 Once an aide bids into or is assigned to the Transportation Department and unless specifically assigned to a route to meet the needs of specific student(s), the Transportation Assistant shall have the right to choose his/her transportation assignment based on classification seniority.

24.2.2 In Title I buildings only, all instructional and special education aides must meet the following minimum requirements:

- High school diploma
- Completed two years of study at an institution of higher education, defined as 48 semester or 60 quarter hours of credit; or
- Obtain at least an associates degree; or
- Meet a rigorous standard of quality as demonstrated through a formal State academic assessment of:
- Knowledge of and the ability to assist in instructing reading/reading readiness, writing/writing readiness and mathematics/mathematics readiness.
- Meeting the State of Ohio academic assessment requirement necessitates passage of the State adopted assessment instrument.

24.2.3 The provisions set forth above do not apply to aides or monitors performing non-instructional duties such as providing only technical

support, mobility assistance, supervision of non-instructional time, personal hygiene care, or clerical services.

24.2.4 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.

ARTICLE 25 SALARY SCHEDULES

25.1 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

25.2 Wage Schedules

25.2.1 The wage schedule found in Appendix B attached hereto shall be in effect for the duration of this Agreement. The current shift differential (\$.10 for second shift and \$.20 for third shift) shall be added to the contract wage schedule.

25.3 Step Advancement

No member of the bargaining unit shall advance with steps or longevity on the salary schedule during the 2011-2012, 2012-2013, 2013-2014, & 2014-15 contract year. Bargaining members may still obtain their educational credit during this outlined time period. It is the intent that if the district is fiscally stable at the duration of the 2014-2015 contract year, bargaining unit members would advance one step or continue with their longevity from their current salary position. There would be no "catch-up" provision on steps and longevity that were lost during this hold and freeze.

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

25.4 Longevity Pay

No member of the bargaining unit shall advance with steps or longevity on the salary schedule during the 2011-2012, 2012-2013, 2013-2014, & 2014-15 contract year. Bargaining members may still obtain their educational credit during this outlined time period. It is the intent that if the district is fiscally stable at the duration of the 2014-2015 contract year, bargaining unit members would advance one step or continue with their longevity from their current salary position. There would be no "catch-up" provision on steps and longevity that were lost during this hold and freeze.

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

- 25.4.1 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.
- 25.4.2 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.
- 25.4.3 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.
- 25.4.4 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.

25.4.5 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.

25.4.6 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.

25.5 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.

25.6 Method of Pay

Employees shall be paid in twenty-four (24) pays. Pays will be made on the 15th and the 30th of each month.

ARTICLE 26
MEDICAL INSURANCE BENEFITS

Effective July 1, 2011, health and dental insurance premium shares and coverage shall remain the same as that in place as of January 1, 2006.

26.1 Hospital, Surgical, Major Medical, and Dental

26.1.1 The Board shall pay a defined contribution amount of health benefit dollars for each full time employee (defined in Article 26.2 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.

26.1.2 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.

26.1.3 Effective July 1, 2013, the Board provided employee benefit dollars shall be computed as follows:

Health Insurance Calendar Year 2013 (01/01/2013 – 12/31/2013)

Single: \$8,167.00
Family \$12,930.00

Health Insurance Calendar Year 2014 (01/01/2014 – 12/31/2014)

Single: \$8,575.00
Family \$13,576.00

Health Insurance Calendar Year 2015 (01/01/2015 – 12/31/2015)

Single: \$8,790.00
Family \$13,915.00

26.1.4 a. Bargaining unit employees shall be permitted to switch, on an annual basis, from the HDHP and the PPO Plan during this Agreement and any extensions thereof.

b. The Board will contribute annually to a Health Savings Account (HSA) of an employee who is enrolled in an HDHP option. The Board's contribution will be made in two (2) approximately equal payments in January and July of each calendar year. A joint committee of the Union and administration will be formed to create a procedure by which employees who have catastrophic need shall be able to receive the Board's annual contribution to the HSA as needed.

c. The amount the Board contributes annually to an employee's HSA shall be the differential, if any, between the Board benefit dollars as set forth in 26.1.3 above and the Board's premium cost for the HDHP option in which the employee is enrolled.

26.2 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).

26.3 Part-Time Employee Benefits

26.3.1 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).

26.3.2 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, 2013, 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:

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

26.3.2.2 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.

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

26.3.2.4 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.

26.4 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.

26.5 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.

26.6 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.

26.7 In-Lieu of Insurance

Each bargaining unit employee eligible for District health care coverage and enrolled for the District health care coverage on November 1, 2013 shall receive an annual payment "in lieu of" taking said coverage prorated to a full time employee as set forth in Sections 26.3.1 and 26.3.2 in the maximum amount of \$3,000 based on current employment at the time of open enrollment if the bargaining unit employee opts not to participate in the District health care coverage. This does not apply to spouses in cases where both the husband and wife are employees of the District. These payments will be made in two (2) equal installments on the second pay in January and the second pay in July. If circumstances necessitate a bargaining unit employee to re-enroll in the District health care coverage, the bargaining unit employee is responsible for repayment of the "in lieu of" money and waives her or his right to any previously paid "seed" money into the HSA, if HSA insurance is elected.

ARTICLE 27
VACATIONS

27.1 Accumulation of Vacation Time

All bargaining unit employees employed on an eleven (11) or twelve (12) month basis will be granted ten (10) days vacation with pay. Such vacation

will be earned on a monthly basis at 0.833 days per month. Vacation may not be used until it is earned.

For vacation purposes, day is defined as your regularly scheduled hours in your contracted day, at the time the vacation was earned.

27.2 Ten (10) Year or More Employees

All bargaining unit employees employed on an eleven (11) or twelve (12) month basis who have completed ten (10) years of continuous employment for the District shall be granted three (3) weeks vacation with pay earned at 1.25 days per month.

27.3 Eighteen (18) Year or More Employees

All bargaining unit employees employed on an eleven (11) or twelve (12) month basis and who have completed eighteen (18) years of continuous employment for the District shall be granted four (4) weeks vacation with pay earned at 1.66 days per month.

27.4 Twenty-four (24) Year or More Employees

All bargaining unit employees employed on an eleven (11) or twelve (12) month basis and who have completed twenty-four (24) years of continuous employment for the District shall be granted five (5) weeks vacation with pay earned at 2.08 days per month.

27.5 Vacation Schedule

A vacation schedule shall be posted by October 15 of each calendar year. The available weeks/days for vacation shall include weeks/days during which students are attending classes in the regular school year. For employees in the custodial and maintenance custodial classifications, the number of employees eligible to select a vacation on weeks during which students are attending classes shall be limited to no more than one (1) employee per building and two (2) employees at the high school and middle school. Each bargaining unit employee eligible for vacation shall have the opportunity to select vacation weeks or days by seniority through November 15 by selecting the weeks or days the employee wants as paid vacation by making the selection on the calendar to be posted in the maintenance department facility during non-work hours. Bargaining unit employees with more than three (3) weeks vacation may not select more than three (3) weeks or fifteen (15) days until all other bargaining unit employees have been given the opportunity by

seniority to select at least one (1) week or five (5) days of vacation, or the number of earned vacation days if less than five (5) days.

After all bargaining unit employees have been given the opportunity to select at least one (1) week or up to five (5) days of vacation, then the selection process will start over by seniority until all bargaining unit employees have been given the opportunity to select vacation weeks or days for all earned vacation days. Vacation weeks or days selected during the selection period shall not be subject to change by the District without the written consent of the bargaining unit employee and the Union Business Representative. Earned vacation days not selected during the vacation selection period shall be awarded on a first-come, first-serve basis throughout the calendar year.

27.5.1 Vacation requests not scheduled during the vacation selection period between October 15 and November 15 each year must be submitted through KIOSK, or similar system, for approval. The supervisor will use KIOSK to notify the employee in writing within ten (10) work days whether the vacation request has been approved. After approving the requested vacation, the district shall not be able to change approved vacation without the written consent of the bargaining unit employee and the Union Business Representative. Vacation time shall be used in equivalent whole day or one-half (1/2) day hours.

Example: Eight (8) hours = One (1) full work day
Four (4) hours = One-half (1/2) day

27.6 Vacation Time Not to Exceed Four Per Year

An individual will not be granted a vacation request for the months during which students are attending classes more than four (4) times during the student school year, based on seniority rotation across school years by building.

27.7 Vacation Decided by Classification Seniority

Custodians and maintenance custodians may take vacation time in the summer beginning on the day after the last regular teacher work day.

27.8 Limits of Use During Summer Vacation

No summer vacation may extend within the period of ten (10) work days before the first work day of the school year. No more than two (2) weeks vacation may be taken by an employee during the summer cleaning period (end of regular student instructional year to the beginning of the next).

27.9 Use of Vacation Leave

Vacation may be used as earned in the year in which it is earned or may be carried over and used in the following fiscal year (July 1-June 30). The Superintendent may extend the deadline to December 31 at his/her discretion.

27.10 Mechanic Rights to Use of Vacation

27.10.1 There must be a mechanic on duty during the week before transportation of students begins for the regular school year;

27.10.2 There must be a mechanic on duty during the regular school year; and two (2) mechanics shall be permitted to take vacation on any given day during the Christmas break as long as one (1) mechanic is on duty during the Christmas break; and

27.10.3 All mechanics must be on duty to prepare for the annual school bus inspection from the end of the regular school year through the inspection.

ARTICLE 28
FIT FOR DUTY EXAMINATIONS

28.1 District Payment of Fit for Duty Exams

The District will pay the full cost of fit for duty examinations for employees it requires to have such examinations. The District shall stipulate the physician who shall perform such examinations and shall pay for such examinations. If employees are required to submit to such examinations during their normal work hours, they will be paid at their regular straight time hourly rate of pay for the time spent in those examinations and for the actual travel time going to the examination location and return from the examination location back to the employee's regular place of employment. When such examinations are conducted outside an employee's normal working hours, the District shall pay employees for the time spent at the examination and the time spent going to and from the place of said examination. Employees shall also be compensated for mileage for attending such examinations at the IRS rate.

28.2 The Board may have an employee tested if the Board has reason to suspect alcohol or controlled substance abuse. Such testing will be done in accordance with Department of Transportation regulations.

ARTICLE 29
SALARY CREDIT FOR COMPLETING COLLEGE COURSE WORK

29.1 Board to Recognize

Acknowledging the changing work environment and the general need for more specific and higher level skills in the modern-day school district work force, the Board will recognize bargaining unit employees who improve their employment skills through formal education beyond that training which is necessary to maintain the employee's current level of employment; e.g., boiler license, CDL, foreign language, sign language, educational aide permits, etc.

29.2 Increase in Hourly Rate

The employee's hourly rate of pay shall be increased incrementally for college course work successfully completed up to and including that which leads to a two-year Associates Degree, provided such course work and degree are all in a field of study related to their current employment or other field of study as approved by the Superintendent.

29.3 Experience Based Upon Education

College credit for experience base education shall be excluded from quarter/semester hours qualifying for incremental increases in rate of pay except in the ultimate sense when such "credit for experience base education" hours are counted toward a degree and used at the time of the completion and granting of the Associate's Degree, not before.

29.4 College Course Work

The hourly rate of pay shall be increased (beyond the scheduled rate) for successful completion of college course work as follows:

10 semester/15 quarter hours*	=	+\$0.15/Hour
20 semester/30 quarter hours*	=	+\$0.30/Hour
30 semester/45 quarter hours*	=	+\$0.45/Hour
40 semester/60 quarter hours*	=	+\$0.60/Hour
50 semester/75 quarter hours*	=	+\$0.75/Hour

Associates Degree (which may include semester/quarter hours awarded for "credit for experience base education") in a field of study related to current employment = + \$1.00/Hour *excluding "credit for experience base education" hours.

29.5 Relatedness

The "relatedness" of the field of study shall be determined by the Superintendent upon consultation with the employee and his/her immediate

supervisor. It is understood that certain required courses in an Associate's Degree may be of a general nature, not specifically in any given field.

29.6 Submission of College Transcript

In order to receive an incremental increase in hourly rate of pay for successfully completing college course work, the employee shall present an official college transcript by September 10, January 10, or May 10 (to be effective with days paid on the 2nd pay of that month) to the Treasurer's office.

ARTICLE 30 CONFLICT WITH LAW/CONTRACTS

30.1 Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours and terms and conditions of employment of employees and the terms of this Agreement prevail over any conflicting State statute. The employment relationship between employees in the bargaining unit and the Board shall be governed exclusively by the terms of this Agreement and not by the civil service laws of Ohio or ordinances or rules of the City of Miamisburg or its civil service commission except to the extent that R.C. 4117.10(A) does not allow a collective bargaining agreement to supersede or replace state law with respect to civil service.

30.2 Savings Clause

If a provision of this Agreement is declared to be in violation of State or Federal laws, statutes, regulations or orders, or any revision thereof, now effective or which may become effective during the term of this Agreement, it shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of the Agreement. Either party shall, at the request of the other, renegotiate such voided provisions to comply with the law, but such negotiations shall not include other terms or provisions of this Agreement, except to the extent that they are affected by the voided provision.

30.3 Supersedes Prior Agreements

This Agreement supersedes all previous oral and written agreements between the Board and the Union and between the Board and any employee within the bargaining unit. No changes to this Agreement shall be made during the duration of this Agreement except by mutual agreement by and between the Board and the Union.

ARTICLE 31
HOLIDAYS

- 31.1 Employees Contracted for 12 Months:
12 Holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving, Day before Christmas, Christmas Day, Day before New Year's Day, + 1 "Floating Holiday" mutually agreed upon by the Immediate Supervisor.
- 31.2 Employees Contracted for 11 Months:
9 Holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving, Christmas Day.
- 31.3 Employees Contracted for 10 Months:
8 Holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Thanksgiving Day, Day following Thanksgiving, Christmas Day.
- 31.4 Employees Contracted for 9 Months:
8 Holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Labor Day, Thanksgiving Day, Day following Thanksgiving, Christmas Day.
- 31.5 When a holiday falls on a Saturday, the preceding working day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday. The Union Business Representative may agree with the administration to change the day being observed for a particular employee, building, or classification.
- 31.6 In addition to their normal holiday pay, bargaining unit members required to work on a paid holiday (except for Facilities Monitor) shall be paid at the rate of one and one-half (1.5) times their regular hourly rate for all hours worked. Provided, however, that if Presidents' Day is used as a make-up day for a calamity day by Miamisburg City Schools or by a non-public school being served by Miamisburg, only regular holiday pay shall be paid.
- 31.7 When a paid holiday occurs during a bargaining unit member's vacation, the bargaining unit member shall receive holiday pay and will not be charged a vacation day for such holiday.

ARTICLE 32
RE-EMPLOYMENT OF RETIRED BARGAINING UNIT MEMBERS

A bargaining unit employee retired from a public sector retirement system may be re-employed ("re-employed employee") under the following conditions:

- 32.1 The re-employed employee will start with salary schedule placement experience of one (1) to five (5) years based upon the Superintendent's recommendation. The re-employed employee will be advanced one (1) year on the salary schedule for each year of re-employment service to the Employer.
- 32.2 The re-employed employee will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through SERS or other public sector retirement system. Except for the previous sentence, the re-employed employee shall have life and other insurance coverage paid for by the Board on the same basis as any other bargaining unit member.
- 32.3 Re-employed employees will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.
- 32.4 Re-employed employees may be re-employed from year-to-year under the limitations described in Sections 34.5 and 34.6 with Board approval, but shall not be eligible for continuing service, or civil service non-probationary status.
- 32.5 The re-employed employee is rehired as a new employee with no seniority, and no credit for prior experience. In the event of a Lay Off, the re-employed employee will not have any bumping rights under this Agreement.
- 32.6 Such re-employment will not result in the reduction in force of other bargaining unit employees employed at the commencement of each such re-employment contract.
- 32.7 Subject to these provisions, re-employed employees are part of the bargaining unit.
- 32.8 Re-employed employees are eligible for sick leave accumulation commencing with the first year of such re-employment.
- 32.9 Re-employed employees are not eligible to participate in any retirement incentive program or tuition or training reimbursement nor are they eligible for severance pay. Before being rehired, a retiring employee must waive any right to receiving any retirement incentive for the initial retirement.

- 32.10 The Union Business Representative shall be advised of any re-employment situation.

ARTICLE 33 SEVERANCE PAY

The Board shall grant severance pay to all members of the bargaining unit based on the following provisions:

- 33.1 Bargaining unit employees who have been employed a minimum of ten (10) years by the Miamisburg City Schools shall be eligible for severance pay. Bargaining unit employees must be employed by the District at the time of retirement.
- 33.2 Severance pay shall be based upon the bargaining unit member's per diem salary at the time of retirement times (x) twenty-five (25%) percent of the bargaining unit member's accumulated sick leave for the first one hundred eighty days (180), plus ten (10%) percent for days one hundred eighty-one (181) through two hundred eighty (280), plus twenty-five (25%) percent for days two hundred eighty-one (281) through three hundred eighty (380), maximum of eighty (80) days severance pay.
- 33.3 Payments shall be made in a lump sum and/or deposit to a qualified retirement plan in accordance with IRS limits at the option of the bargaining unit member. However, no payments shall be made until the presentation to the Treasurer of the Board of a copy of the retiree's first retirement check and verification of years. No severance pay will be made while the retiree is still receiving regular paychecks.
- 33.4 Payment for such leave shall eliminate all sick leave credit accrued by the bargaining unit member at time of retirement.
- 33.5 A bargaining unit member who dies while employed by the Board of Education shall be eligible for severance pay under this Article. Such severance payment shall be made to the primary beneficiary designated for purposes of life insurance under this Agreement or to any contingent beneficiary, if the primary beneficiary is no longer living or cannot be located. If no beneficiary is designated for the purposes of life insurance provided under this Agreement, or if the designated contingent beneficiary is no longer living or cannot be located, then payment of the severance pay shall be made in a lump sum to the estate of the bargaining unit member.

ARTICLE 34 TERM OF AGREEMENT

- 34.1 Term

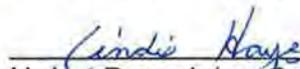
TEAMSTERS LOCAL 957



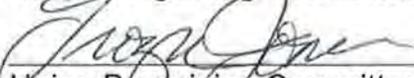
Varney Richmond, Union President



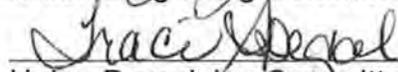
Bill Mills, Union Representative



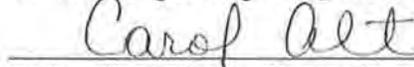
LINDIE HOYE, Union Bargaining Committee Member



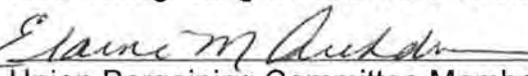
THOMAS JONES, Union Bargaining Committee Member



TRACI SEGEL, Union Bargaining Committee Member



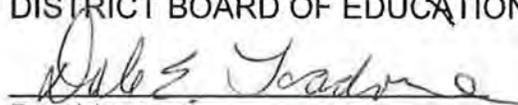
Carol Alt, Union Bargaining Committee Member



ELMORE M. BUCKNER, Union Bargaining Committee Member

John R. Doll, Attorney

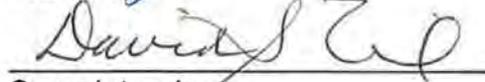
MIAMISBURG CITY SCHOOL
DISTRICT BOARD OF EDUCATION



Dale E. Jordan, President



Tammy S. Emrich, Treasurer



David S. Tol, Superintendent

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Miamisburg City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Teamsters Local 957, effective from November 7, 2013 through June 30, 2015.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer

Superintendent

Board President

_____, 20__

Appendix A Grievance Form



GRIEVANCE FORM

TEAMSTERS
LOCAL UNION NO. 957
 2719 ARMSTRONG LANE
 DAYTON, OHIO 45414

CASE NO.	CITY	STATE	J.A.C.
NATIONAL MASTER FREIGHT			
ARTICLE		SECTION	
ROAD		CITY	

NAME _____

ADDRESS _____

PHONE NO. _____

EMPLOYED BY _____

STEWARD _____

DISPOSITION _____

DATE _____

DATE HIRED _____

Date I saw my employer on this grievance.....

If this grievance involves money please write amount here (\$.....)

Instructions to Employees:

1. When the grievance has been written, a copy should be given to the Steward. The original should be given to the foreman (or supervisor).
2. Grievances should be set forth fully so that they may be understood.
3. By presenting the grievance, the employee grants to the Union complete authority to present, negotiate and bargain regarding this grievance and agrees to be bound by such disposition of the grievance as may be made or agreed to by the Union or its delegated representatives. The undersigned employee may be present at any and all steps of the grievance procedure.

GRIEVANCE: (give dates) _____

 Employee's Signature

DISPOSITION OF GRIEVANCE

WHITE COPY TO BUSINESS AGENT
 YELLOW COPY TO LOCAL 957 OFFICE
 PINK COPY TO EMPLOYER
 GOLD COPY TO EMPLOYEE

 Business Representative



Appendix B Wage Schedule

Transportation

<u>Head Mechanic</u>			<u>Mechanic</u>		<u>Driver</u>	
<u>Step</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>
1	\$19.87	\$20.27	\$18.33	\$18.70	\$16.11	\$16.43
2	\$20.21	\$20.61	\$18.64	\$19.02	\$16.47	\$16.80
3	\$20.55	\$20.96	\$18.96	\$19.34	\$16.78	\$17.11
4	\$20.89	\$21.31	\$19.26	\$19.65	\$17.14	\$17.48
5	\$21.24	\$21.67	\$19.62	\$20.01	\$17.48	\$17.83
6	\$21.51	\$21.94	\$19.94	\$20.34	\$17.77	\$18.12
7	\$21.87	\$22.31	\$20.20	\$20.61	\$18.09	\$18.45
8	\$22.21	\$22.66	\$20.58	\$20.99	\$18.39	\$18.75

Delivery Service

<u>Step</u>	<u>2014</u>	<u>2015</u>
1	\$12.84	\$13.10
2	\$13.11	\$13.37
3	\$13.41	\$13.68
4	\$13.73	\$14.00
5	\$14.02	\$14.31
6	\$14.32	\$14.61
7	\$14.65	\$14.95
8	\$14.98	\$15.29

Maintenance

<u>Step</u>	<u>2014</u>	<u>2015</u>
1	\$16.11	\$16.43
2	\$16.47	\$16.80
3	\$16.78	\$17.11
4	\$17.14	\$17.48
5	\$17.48	\$17.83
6	\$17.77	\$18.12
7	\$18.09	\$18.45
8	\$18.39	\$18.75

Custodial

Maintenance Custodian

<u>Step</u>	<u>2014</u>	<u>2015</u>
1	\$15.30	\$15.61
2	\$15.65	\$15.97
3	\$15.96	\$16.28
4	\$16.35	\$16.68
5	\$16.65	\$16.99
6	\$16.94	\$17.28
7	\$17.29	\$17.64
8	\$17.62	\$17.97

Day Custodian

<u>2014</u>	<u>2015</u>
\$13.99	\$14.27
\$14.31	\$14.60
\$14.66	\$14.95
\$14.99	\$15.29
\$15.30	\$15.60
\$15.65	\$15.96
\$16.00	\$16.32
\$16.35	\$16.68

Aides/Interpreters/Members

Aides

<u>Step</u>	<u>2014</u>	<u>2015</u>
1	\$12.37	\$12.62
2	\$12.67	\$12.92
3	\$12.95	\$13.21
4	\$13.23	\$13.50
5	\$13.51	\$13.79
6	\$13.83	\$14.11
7	\$14.14	\$14.43
8	\$14.44	\$14.73

MH Aides

<u>2014</u>	<u>2015</u>
\$12.92	\$13.18
\$13.22	\$13.48
\$13.50	\$13.77
\$13.79	\$14.06
\$14.06	\$14.35
\$14.38	\$14.67
\$14.69	\$14.99
\$14.99	\$15.29

Interpreters

<u>2014</u>	<u>2015</u>
\$19.52	\$19.91
\$19.84	\$20.24
\$20.17	\$20.57
\$20.51	\$20.92
\$20.85	\$21.27
\$21.19	\$21.61
\$21.54	\$21.97
\$21.89	\$22.33

Members

<u>Step</u>	<u>2014</u>	<u>2015</u>
1	\$11.87	\$12.11
2	\$12.18	\$12.42
3	\$12.54	\$12.79
4	\$12.85	\$13.11
5	\$13.16	\$13.42
6	\$13.50	\$13.77
7	\$13.86	\$14.14
8	\$14.19	\$14.48

Computer

Network Specialist

<u>Step</u>	<u>2014</u>	<u>2015</u>
1	\$19.87	\$20.27
2	\$20.21	\$20.62
3	\$20.55	\$20.96
4	\$20.89	\$21.31
5	\$21.24	\$21.67
6	\$21.51	\$21.94
7	\$21.87	\$22.31
8	\$22.21	\$22.66

Computer Technicians

<u>2014</u>	<u>2015</u>
\$18.33	\$18.70
\$18.64	\$19.02
\$18.96	\$19.34
\$19.26	\$19.65
\$19.62	\$20.01
\$19.94	\$20.34
\$20.21	\$20.62
\$20.58	\$20.99

Food Service**Kitchen Manager**

<u>Step</u>	<u>2014</u>	<u>2015</u>
1	\$13.23	\$13.49
2	\$13.50	\$13.76
3	\$13.84	\$14.11
4	\$14.19	\$14.47
5	\$14.51	\$14.79
6	\$14.80	\$15.09
7	\$15.18	\$15.48
8	\$15.54	\$15.84

Satellite Manager

<u>2014</u>	<u>2015</u>
\$12.37	\$12.62
\$12.68	\$12.94
\$12.97	\$13.23
\$13.32	\$13.59
\$13.66	\$13.93
\$13.95	\$14.23
\$14.27	\$14.56
\$14.58	\$14.88

Cook

<u>2014</u>	<u>2015</u>
\$12.05	\$12.29
\$12.37	\$12.62
\$12.68	\$12.93
\$13.00	\$13.26
\$13.36	\$13.62
\$13.67	\$13.94
\$13.99	\$14.27
\$14.32	\$14.60

Lunchroom Employee

<u>Step</u>	<u>2014</u>	<u>2015</u>
1	\$11.51	\$11.74
2	\$11.87	\$12.11
3	\$12.19	\$12.43
4	\$12.54	\$12.79
5	\$12.85	\$13.11
6	\$13.23	\$13.50
7	\$13.50	\$13.77
8	\$13.86	\$14.14

Library**Media Assistant**

<u>Step</u>	<u>2014</u>	<u>2015</u>
1	\$12.94	\$13.20
2	\$13.28	\$13.55
3	\$13.59	\$13.86
4	\$13.95	\$14.23
5	\$14.28	\$14.57
6	\$14.60	\$14.89
7	\$14.93	\$15.23
8	\$15.29	\$15.60

Audio Visual Clerk

<u>2014</u>	<u>2015</u>
\$11.87	\$12.11
\$12.18	\$12.42
\$12.54	\$12.79
\$12.85	\$13.11
\$13.16	\$13.42
\$13.50	\$13.77
\$13.86	\$14.14
\$14.19	\$14.48

Textbook Clerk

<u>2014</u>	<u>2015</u>
\$11.23	\$11.45
\$11.52	\$11.74
\$11.86	\$12.09
\$12.15	\$12.39
\$12.45	\$12.69
\$12.77	\$13.02
\$13.16	\$13.41
\$13.41	\$13.68

Grandfathered Textbook

<u>Step</u>	<u>2014</u>	<u>2015</u>
1	\$11.80	\$12.04
2	\$12.05	\$12.29
3	\$12.31	\$12.56
4	\$12.56	\$12.82
5	\$12.83	\$13.09
6	\$13.10	\$13.36
7	\$13.33	\$13.61
8	\$13.61	\$13.89