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MEMORANDUM OF UNDERSTANDING BETWEEN THE HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION AND THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 711

WHEREAS, the Hamilton City School District Board of Education ("Board") and the Ohio Association of Public School Employees, Local 711 ("OAPSE") are parties to a collective bargaining agreement ("Agreement") that is in effect between July 1, 2011 through June 30, 2013; and

WHEREAS, the Board and the OAPSE wish to enter into a Memorandum of Understanding for two (2) years, to run concurrent with the Agreement.

NOW, THEREFORE, BE IT AGREED upon by the Board and OAPSE as follows:

A. Article 24 Section F shall read as follows:

Relinquishing Routes:

1. A member will be permitted to relinquish his/her regular route to accept a field trip. This will be defined as any portion of the a.m., p.m., mid-day or Hamilton High third session routes. If a field trip has been cancelled and a substitute member has already left on a regular member's route, the regular member will be compensated the regular route time.

2. In order for a member to take his/her route off, he/she must work with the Supervisor to make sure their route is covered either by doubling up, combining routes or a substitute is available.

B. Article 24, Section I shall be added, and shall read as follows:

Field trip coverage shall be as follows:

1. Afternoon athletic trips within 25 miles will be dropped off by a substitute driver whenever possible.
2. Afternoon athletic trips more than 25 miles away will be taken by the trip driver provided the only route covered is an elementary.

C. Promises A and B of this Memorandum shall expire on July 31, 2013.

D. Pending final approval of the tentative agreements dated November 17, 2011 between the Board and OAPSE, the Board will withdraw the Unfair Labor Practice, Case No. 11-ULP-11-0279, with the Ohio State Employee Relations Board immediately thereafter.

E. OAPSE agrees that it will not file the Unfair Labor Practice related to negotiations which has been communicated to the Board.

F. Pending final approval of the tentative agreements dated November 17, 2011 between the Board and OAPSE, OAPSE agrees to withdraw Grievance #15, on which a hearing was held on September 20, 2011.

G. Pending final approval of the tentative agreements dated November 17, 2011 between the Board and OAPSE, OAPSE agrees to withdraw Grievance #16, on which a hearing was held on September 20, 2011.

H. Pending final approval of the tentative agreements dated November 17, 2011 between the Board and OAPSE, OAPSE agrees to withdraw Grievance #17, on which a hearing was held on September 20, 2011.

I. Except as delineated above, this Memorandum does not alter, modify or change any existing provision of the Agreement currently in effect between the parties or Board Policy.

IN WITNESS WHEREOF, the duly authorized representatives of the **HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION** and the **OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 711** have executed this Memorandum on the dates opposite their signature.

HAMILTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION

Date: 12-6-11

By: Kathleen A. Furst
Assistant Superintendent

Date: 12-6-11

By: Robert A. Hancock
Treasurer

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 711

Date: 12-6/11

By: _____
President

Date: 12/6/11

By: _____
Vice-President

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,
AND ITS LOCAL 711

WHEREAS, the Hamilton City School District Board of Education ("Board") and the Ohio Association of Public School Employees and its Local 711 ("OAPSE") are parties to a collective bargaining agreement ("Agreement") that expired on July 31, 2013; and

WHEREAS, the Board and OAPSE have engaged in collective bargaining negotiations for a successor Agreement and have reached a Tentative Agreement for a one-year extension and a corresponding Memorandum of Understanding.

NOW, THEREFORE, BE IT AGREED by the Board and OAPSE as follows:

1. The current Collective Bargaining Agreement shall be extended until July 31, 2014. This shall include a base freeze on the salary schedule as well as a seniority step freeze on the employee salary schedule.

2. The Board and OAPSE shall enter into a Memorandum of Understanding that shall expire on July 31, 2014. The Memorandum of Understanding shall provide modifications to the occurrence based attendance requirements at Article 10 and will expand the application of attendance incentives set forth at Article 25. This Memorandum of Understanding is attached hereto at Exhibit A.

3. The Board and OAPSE agree that all other provisions of the Collective Bargaining Agreement by and between the Board and OAPSE shall remain in full force and effect.

4. Notwithstanding the terms of this Memorandum of Understanding, all parties further acknowledge, agree and understand that nothing contain herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and OAPSE.

5. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION** and the **OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 711** have executed this Memorandum on the dates opposite their signature.

HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

Date: 11-19-13 By: _____
Board President

Date: 11/19/13 By: _____
Treasurer

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 711

Date: 11/15/13 By: _____
President

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND THE
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,
AND ITS LOCAL 711

WHEREAS, the Hamilton City School District Board of Education ("Board") and the Ohio Association of Public School Employees and its Local 711 ("OAPSE") are parties to a collective bargaining agreement ("Agreement") that expired on July 31, 2013; and

WHEREAS, the Board and OAPSE have engaged in collective bargaining negotiations for a successor Agreement and have reached a Tentative Agreement for a one-year extension; and

WHEREAS, this Tentative Agreement to extend the current Collective Bargaining Agreement by one (1) year requires a Memorandum of Understanding which shall provide modifications to the occurrence based attendance requirements at Article 10 of the Collective Bargaining Agreement and will further expand the application of attendance incentives set forth in Article 25 of the Collective Bargaining Agreement.

NOW, THEREFORE, BE IT AGREED by and between the Board and OAPSE as follows:

1. This Memorandum of Understanding shall be for a period of one (1) year and shall expire automatically upon its terms on July 31, 2014. Upon the expiration of this Memorandum of Understanding, the parties shall revert to the current Collective Bargaining Agreement language set forth in the Agreement between the parties with the effective dates of August 1, 2011 through July 31, 2016.

2. Article 10, Sick Leave, shall be implemented as follows:

ARTICLE 10

Sick Leave:

A. Sick Leave:

1. All members will be granted and one-quarter (1 1/4) days of sick leave on the first of each month for the previous month's work providing the member was in active work status on one (1) of the work days of the previous month.

   Unused sick leave shall accumulate up to 285 days.

   All members may be eligible to receive up to a total of five (5) days of advanced sick leave during the school year (July 1 through June 30) as follows:

   a. Upon first employment.

   b. Upon prior approval of the Assistant Superintendent for Human Resources.

2. Any sick leave advanced a member must be repaid before any additional sick leave days are advanced.

3. A member may use sick leave credit in the amounts hereafter specified for absence due to personal illness, injury, pregnancy, quarantine, family illness, bereavement leave, and/or funeral leave.

4. Member Attendance:

   a. ~~The Director of Transportation and an Association representative shall serve as the Transportation Attendance Review Team (TART), and shall jointly review, on a confidential basis, the attendance of members in the Transportation Department.~~

   AN ABSENCE FROM DUTY IS DEFINED AS THE FAILURE OF ANY MEMBER TO REPORT TO WORK WHEN SCHEDULED. THIS APPLIES TO ANY

ASSIGNMENT, E.G., AM ROUTE, MID-DAY ROUTE, PM ROUTE. ONE ABSENCE OF ANY ASSIGNMENT (AM AND/OR MID-DAY AND/OR PM) IS CONSIDERED AN OCCURRENCE. AN OCCURRENCE MAY INCLUDE MORE THAN ONE DAY (I.E. EXTENDED ILLNESS, SURGERY, INJURY, ETC.). IF A PHYSICIAN RELEASES THE MEMBER FROM WORK IN WRITING THE OCCURRENCE IS CONSIDERED "EXCUSED". AN OCCURRENCE WITHOUT A PHYSICIAN'S RELEASE IN WRITING IS CONSIDERED "UNEXCUSED". PHYSICIAN CERTIFICATION DOCUMENTS ARE REQUIRED ON THE FIRST DAY THE MEMBER RETURNS TO WORK FOLLOWING AN OCCURRENCE.

b. ~~In the event sporadic and regular absences are noted, the Director and Association representative shall jointly attempt to ascertain the reason(s). Depending on the apparent cause(s) of the absence, the Director and Association representative may offer various types of assistance to the member in helping to resolve the attendance issue. In the event a member has excessive and blatant absence as determined by the Director in consultation with the TART representative, Section 4(C) may be invoked immediately.~~

ANY MEMBER WHO FAILS TO CALL IN AND/OR REPORT FOR WORK BY THE DESIGNATED TIME IS CONSIDERED "NO CALL-NO SHOW". NO CALLS-NO SHOWS ARE CONSIDERED AS TWO (2) UNEXCUSED OCCURRENCES.

c. ~~If sporadic and regular absences exceeding seven (7) days within a school year are referred to TART for the same member twice within a three (3) year period, and no improvement is noted, such absence history may be referred to the Office of Human Resources to determine whether further action is necessary. The Office of Human Resources, in reviewing any referral, shall consult with the OAPSE 711 President and the OAPSE Field Representative prior to any further action it may deem necessary. Such action may include one or more of the following:~~

1) ~~The Director may include attendance as a part of the evaluation process;~~

2) ~~The Office of Human Resources may require that any future sporadic and regular absences be documented by a physician's statement;~~

3) ~~Other consequences deemed appropriate at the time.~~

ANY MEMBER WHO FAILS TO CALL IN AND/OR REPORT FOR TWO (2) CONSECUTIVE DAYS IS VOLUNTARILY TERMINATING THEIR EMPLOYMENT.

5. Sick leave accumulated prior to a leave of absence shall be credited upon return to employment.

6. **ATTENDANCE CONTROL:**

a. **BASED ON THE NUMBER OF UNEXCUSED OCCURRENCES IN A SCHOOL CALENDAR YEAR, A MEMBER WILL BE SUBJECT TO DISCIPLINARY ACTION UNDER THE FOLLOWING GUIDELINES:**

- **2 UNEXCUSED OCCURRENCES WILL RESULT IN AN ATTENDANCE CONFERENCE WITH TRANSPORTATION SUPERVISOR.**
- **A 3RD UNEXCUSED OCCURRENCE WILL RESULT IN A DOCUMENTED ORAL WARNING.**
- **A 4TH UNEXCUSED OCCURRENCE WILL RESULT IN A DOCUMENTED WRITTEN WARNING.**
- **A 5TH UNEXCUSED OCCURRENCE WILL RESULT IN REFERRAL TO THE ASSISTANT SUPERINTENDENT FOR HUMAN RESOURCES AND MAY RESULT IN SUSPENSION OF EMPLOYMENT, PENDING INVESTIGATION AND REVIEW.**
- **A 6TH UNEXCUSED OCCURRENCE WILL RESULT IN REFERRAL TO THE ASSISTANT SUPERINTENDENT FOR HUMAN RESOURCES AND MAY RESULT IN SUSPENSION OR TERMINATION OF EMPLOYMENT, PENDING INVESTIGATION AND REVIEW.**

b. **PATTERNS OF ABSENCES (I.E. MONDAYS, FRIDAYS, BEFORE/AFTER HOLIDAYS OR SCHOOL BREAKS, ETC.) MAY RESULT IN DISCIPLINARY ACTION PER ARTICLE 5 OF THIS COLLECTIVE BARGAINING AGREEMENT.**

B. Family illness:

1. Within the school year, each member with less than 1,250 hours within the preceding twelve (12) months may use a reasonable number of days of his/her sick leave allowance or accumulation (under the first paragraph of this section) for illness of the member's spouse, parent, father-in-law and mother-in-law (current), child (foster, step, and/or exchange student), or live-in relative. Those members who are subject to the Family and Medical Leave provisions may use this section for relatives included in this section who are not covered by the Family and Medical Leave provisions.

2. Members shall submit a written signed statement for a form prescribed to justify the use of sick leave. If medical attention is required, the member's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

3. Paid emergency sick leave in excess of the limitations herein contained may be granted by the Superintendent of Schools upon providing proper justification for such use.

4. In the event of the death of a member, the member's beneficiary will be paid the accumulated sick leave at the same ratio as listed under Article 11.

5. If sick leave is exhausted, members may use personal leave days and/or extra vacation time. Members using personal or vacation days for sick leave purposes may do so only upon the submission of a physician's statement indicating that leave is necessary, or pursuant to the Family and Medical Leave provisions contained herein.

C. Death in the Immediate Family

1. Members who have a death in the immediate family may be granted an absence with no deduction in pay. This leave shall be charged against sick leave.

2. For the purpose of this section, immediate family is to be interpreted to mean spouse, children, stepchildren, brothers, sisters, fathers, mothers, stepparents, grandparents, grandchildren, aunts and uncles, cousins, nieces and nephews, relatives-in-law, and any person living in the same household as the member.

D. Funeral Leave:

Members attending the funeral of a relative not in the immediate family and who had not been living in the same household shall be allowed absence for the day of the funeral with no deduction in pay, but charged against accumulated sick leave.

3. Article 25, Compensation, Section N. shall be amended as follows for the term of this Agreement:

N. Members will be paid an additional amount at the end of the school year on the following basis for not being absent from work.

1. Six hundred ten dollars ($610.00) bonus per person per school year for attendance during the school year.

a. All days absence or portions thereof will cause a twenty-five dollar ($25.00) deduction if 1/3 day, a fifty dollar ($50.00) deduction if 2/3 day, and a seventy-five dollar ($75.00) deduction for a full day from this personal bonus amount.

b. All absences will count towards the maximum of five (5) days to be eligible for the bonus except as follows:

1) Death in the Immediate Family up to a maximum of 3 per contract year.
2) Professional leave/union business.

3) Unrequested leave, except for discipline or failure of drug or alcohol test.

4) Jury duty or required court appearance on behalf of Hamilton City School District.

5) **PERSONAL LEAVE FOR FUNERALS OR EMERGENCIES.**

c. Must be employed by October 15 to be eligible for bonus.

d. All loss of pay time off, except field trips will count towards the maximum allowable five (5) day absences.

~~e. Any member hired after December 31, 1999 shall not be entitled to receive the attendance bonus contained in this Article.~~

4. The Board and OAPSE agree that all other provisions of the Collective Bargaining Agreement by and between the Board and OAPSE shall remain in full force and effect.

5. Notwithstanding the terms of this Memorandum of Understanding, all parties further acknowledge, agree and understand that nothing contain herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Board and OAPSE.

6. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the duly authorized representatives of the **HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION** and the **OHIO**

ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 711 have executed this Memorandum of Understanding on the dates opposite their signature.

HAMILTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION

Date: 11-19-13

By: _____
Board President

Date: 11/19/13

By: _____
Treasurer

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, LOCAL 711

Date: 11/15/13

By: _____
President

AGREEMENT

HAMILTON CITY BOARD OF EDUCATION

And

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES and its LOCAL 711

AUGUST 1, 2011 THROUGH JULY 31, 2013

TABLE OF CONTENTS

Article	Subject	Page
1	Purpose	1
2	Recognition of Association	1
3	Recognition of the Board of Education	2
4	Procedures for Negotiation	3
5	Demotion, Discipline and/or Termination	5
6	Grievance Procedure	7
7	Seniority	9
8	Appointments, Assignments, Transfers, Layoffs, Dissolution and Alternation of Routes: Assignment Of New Routes when all Routes are rewritten	10
9	Overtime	14
10	Sick Leave	14
11	Retirement Pay	16
12	Absence Due to Calamity	17
13	Personal Leave	17
14	Family and Medical Leave	18
15	Medical Disqualification	19
16	Jury Duty and Court Services	19
17	Working Conditions	20
18	Performance Evaluation	21
19	Worker's Compensation	22
20	Meetings with Transportation Supervisor	27

Article	Subject	Page
21	Increments on Salary Schedule	27
22	Services to be performed by Members	28
23	Fringe Benefits	31
24	Field Trip Assignments	34
25	Compensation	36
26	Special Conference	39
27	Member Assistance Program	39
28	Outsourcing	40
29	Miscellaneous	40
30	Union Rights	41
31	Term of Agreement	41
	Exhibit A	43
	Salary Schedule	44
	Memorandum of Understanding	

ARTICLE 1

Purpose:

A. The purpose of this agreement is to foster and maintain continuous and uninterrupted operation of the schools, to provide an orderly and practical method of negotiating agreements, to reduce to writing an agreement as the result of the collective negotiations for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, and promote harmony and efficiency for the mutual relations of both parties.

ARTICLE 2

Recognition of Association:

A. The Ohio Association of Public School Employees, Local 711, is hereby recognized by the Hamilton City Board of Education as the sole and exclusive negotiation's representative for all full-time and regular short hour non-supervisory bus drivers, bus aides, and utility workers. This recognition is for the purpose of establishing salaries, working hours, and other working conditions of employment. All substitutes shall be excluded from the bargaining unit.

B. The Board agrees to deduct from or check-off on the wages of Association members for the payment of dues to the Association, upon presentation of written authorization individually executed by an employee.

C. Sixty (60) days following beginning of employment or the effective date of this agreement, whichever is later, employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the employer of the fair share amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted, and forwarded by the employer to the Union in the same manner, except that written authorization for deduction of fair share fees is not required.

D. Dues shall be collected in twenty-six (26) bi-weekly pays of that current year. The Board further agrees to submit to the OAPSE State Treasurer (bi-weekly), a list of those employees for whom payment is made, the amount deducted, and a copy of the list shall be submitted to the Local Treasurer.

E. The Union agrees to prescribe an internal procedure to determine a rebate, if any, for non-members, which conforms to Federal law, provided a non-member makes a timely demand on the Union. Annually, the Union shall

determine and notify the non-member fair share payers of the amount of the fair share fee determined to be subject to advance rebate or reduction and the manner in which the non-member fair share fee payer may file an objection and, if desired, a challenge to the determination of such amount. Upon receipt of a written objection (and challenge, if filed) from a non-member fair share fee payer, the Union State Treasurer shall cause a check in the amount of the objection to be placed in an interest bearing account until such objection has been reviewed and processed through the State Employment Relations Board (SERB).

F. The Association agrees to indemnify and hold the Board of Education harmless and shall defend the Board of Education against any and all claims arising out of an action taken by the Board of Education in reliance upon the language contained in this Article.

G. PAC (PEOPLE):

1. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization.

2. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union.

3. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 3

Recognition of the Board of Education:

A. Hamilton City School District bus drivers, aides, and utility workers, Local 711 of the Ohio Association of Public School Employees, recognize the Board of Education's right to manage the operation of the Pupil Transportation Department in regard to:

1. Directing the work of all employees in the Pupil Transportation Department in terms of operation and driving of school buses.

2. The right to establish policies.

3. The right to hire employees of its own selection pursuant to the rules and regulations of Article 8A.

4. The right to maintain order and efficiency.

5. The right to determine the assignments of the employees.

6. The right to require employees to observe the rules and regulations of the Board of Education.

7. The right to discipline, transfer, suspend, and terminate employees for just cause.

These rights are vested exclusively in the Board of Education unless otherwise provided for in this agreement.

ARTICLE 4

Procedures For Negotiation:

A. Good Faith:

Good Faith requires both parties to recognize negotiations as a shared process. Neither side is sent to the bargaining table with a "take it or leave it" ultimatum. If a proposal is unacceptable to one of the parties, that party is obligated to give its reason.

B. Directing Requests:

1. The requesting party shall serve a NOTICE TO NEGOTIATE to the Board and a copy of the NOTICE and a copy of the current contract upon the State Employment Relations Board (SERB). Requests for the initial meeting should be submitted in writing to the Assistant Superintendent for Human Resources. An agreement will be reached within five (5) working days of the receipt of such request as to the time and place of the meeting. This meeting shall occur within fifteen (15) days after the request has been submitted unless both parties agree to an extension of this time.

2. The first item of business shall be the exchange of proposals between the parties. Other proposals may be added after the first meeting with mutual consent of both parties.

3. All issues proposed for bargaining shall be reduced to written comprehensive style.

C. Meetings:

1. Further meetings shall be scheduled by agreement of the parties involved.

2. Prior to the conclusion of any meeting, the parties shall agree on the agenda for the next scheduled meeting.

3. All meetings will be held in a mutually acceptable location and shall last for a maximum of three (3) hours in length. This time limit may be extended by mutual agreement.

4. Meetings shall be scheduled to interfere the least with school schedules. However, when necessary, members of the committee shall be released from school duties without loss of pay to attend these meetings.

5. Meetings shall be held at the Board of Education offices whenever possible.

D. Representation:

There will be no more than five (5) representatives designated by the Board of Education to meet for negotiations. The Association will designate no more than five (5) representatives to serve on the negotiating team.

E. Assistance:

Both parties may call upon assistance, limited to three (3) people for either party at any one (1) meeting, to assist in negotiations. The expense of the consultant(s) shall be borne by the party requesting them.

F. Caucus:

Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party a caucus period of no more than thirty (30) minutes, unless agreed upon by both parties.

G. Progress Reports:

Periodic progress reports may be made public only by mutual agreement.

H. Information:

A reasonable amount of information may be made available to the Association upon request, for issues under negotiation.

I. Agreement:

When an agreement is reached by the Bargaining team, it shall be reduced to writing and submitted to the Board and the Union Membership for a vote. If the Board and Union Membership vote to accept the tentative agreement, the contract shall be drawn up and signed by the authorized representatives of the Board and Union.

J. Disagreement:

In the event an impasse exists forty-five (45) days prior to the expiration of the contract, the parties agree to use the services of the Federal Mediation and Conciliation Service (FMCS). If the parties are not able to reach an agreement on the re-openers, the employees have the right to strike under the provisions of Chapter 4117 of the Ohio Revised Code provided that the Association gives a ten (10) day prior written notice of an intent to strike to the Hamilton City Board of Education and the State Employment Relations Board.

K. The Union and its members shall not engage in partial or intermittent strikes. Participation in such strikes shall constitute just cause for discharge from employment.

ARTICLE 5

Demotion, Discipline and/or Termination:

A. Members may be disciplined or discharged only for just cause. "Just Cause" is defined as incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of public or others, neglect of duty, violation of rule(s) and/or regulation(s), failure of good behavior, or any other act of misfeasance, malfeasance or non-feasance.

B. Any member disciplined or discharged shall be given written notice of the specific reasons for the action.

C. Standards of progressive discipline shall be applied in normal circumstances in the administering of member correction. The immediate supervisor will administer the first two (2) steps of the standards, and the Assistant Superintendent for Human Resources will administer the third through fifth steps. If the infraction is of a severe nature, any or all of these steps may be waived. These standards are:

1. Oral Warning
2. Written reprimand
3. One-day suspension without pay
4. Three-day suspension without pay
5. Termination of employment

D. Members in the bargaining unit shall be subject to the following discipline under the following circumstances if he/she tests positive for alcohol, illegal drugs or controlled substances as defined in Board Policy 4162:

1. If a member is required to submit to a test because there is reasonable suspicion to believe he/she is using alcohol and/or drugs and the member tests positive for alcohol and/or tests positive for illegal drugs or controlled substances, that member may be terminated.

2. If a member is required to take a test as a result of random selection and that member tests positive for alcohol at a level below .02, he/she shall be referred to the Member Assistance Program and will not otherwise be disciplined unless he/she has tested positive for alcohol or drugs at any time in the past, in which case, he/she may be terminated.

3. Any member who tests positive for illegal drugs or a controlled substance as the result of a random testing may be subject to termination or a lesser penalty, at the option of the Board.

4. Anyone testing more than .02 for alcohol as the result of a random test may be subject to dismissal at the discretion of the Board.

5. Anyone testing positive for alcohol, controlled substances or illegal drugs after being involved in an accident shall be subject to termination at the discretion of the Board.

6. Further, it shall be grounds for dismissal if a member refuses to take a drug and alcohol test post-accident, if randomly selected or as the result of a directive to do so because of reasonable suspicion. In addition, a member's refusal and/or failure to take follow-up drug and alcohol tests if directed to do so will result in termination.

7. Members will be compensated at their hourly rate for the actual time spent for testing, which includes travel time.

8. A member testing negative on a test shall be compensated for all assigned hours he/she did not drive that day as a result of taking the test.

E. A member shall have the right to have a witness of their choice present at any disciplinary hearing or meeting. This provision does not apply to a meeting at which the Supervisor directs the member to be tested because the Supervisor suspects the member is under the influence of alcohol or drugs.

F. While under suspension, a member will not be permitted to make any field trips.

G. Any action taken through this section may be subject to the Grievance Procedure.

ARTICLE 6

Grievance Procedure:

A. The Grievance Procedure may be used by any member in the bargaining unit. A grievance is defined as a dispute a member or a group of members may have with the Board relating to the interpretation, application, or alleged violation of the express terms of this Agreement, or the discipline or discharge of a member. A grievance from a group of members must have arisen out of identical factual circumstances affecting each member of said group to constitute a group grievance.

B. Members and groups of members have the right to present grievances without the intervention of the Association at Step 1. A copy of the grievance, however, must be sent to the Association's President. A member of the grievance committee shall be present at the adjustment meeting. The adjustment must not be inconsistent with the terms of this Agreement. If the member chooses to have representation, he/she shall utilize representatives of OAPSE's choosing. Steps 2, 3 and 4 will have a member of the Association's grievance committee present.

C. The field representative may be asked to be present at Steps 2 and 4. The field representative will be asked to contact the Board's designee to set up a mutual time for hearings. The Board's designee in Steps 2 and 4 of this grievance procedure shall have the right to have other Board representatives present at these hearings. Additional persons may be asked to be present at any Step by mutual agreement between the member or group of members and the Board's representative directly involved at that Step.

D. The word "days" when used in the Agreement shall mean calendar days unless specifically stated otherwise.

E. An earnest effort shall be made to adjust grievances promptly in the following manner and order:

<u>Step 1</u> Any member with a grievance may approach the Transportation Supervisor within seven (7) days with his/her complaint in writing. The Supervisor shall communicate his decision to the member and the Assistant Superintendent for Human Resources in writing within seven (7) days of the receipt of the written complaint.

<u>Step 2</u> In the event the grievance is not satisfactorily resolved as a result of Step 1, the member may appeal the Supervisor's decision in writing within seven (7) days to the Assistant Superintendent for Human Resources, or in his absence, his designee. If a hearing is requested, a hearing shall be held at a time mutually agreed to by the parties. The individual who heard the grievance shall communicate his decision to the member and

the Superintendent in writing within seven (7) days of the receipt of the written complaint or the conclusion of the hearing, whichever is later.

Step 3 In the event the grievance is not satisfactorily resolved at Step 2, the grievant may request grievance mediation through FMCS within seven (7) days after receiving the Step 2 decision. The mediator will be asked to establish a date within thirty (30) days of receiving the request for mediation.

Step 4 The grievance may be submitted to arbitration by the Association within thirty (30) days after the conclusion of mediation, subject to the following principles and procedures:

1. A wholly disinterested arbitrator will be selected from a list submitted to the Board and the Association by the American Arbitration Association or Federal Mediation and Conciliation Service.

2. It is the duty of the arbitrator to hear both parties to the dispute, draw conclusions, and make recommendations to the parties which will be binding on all affected.

3. The arbitrator's function is to decide cases of alleged violations of the provisions of this Agreement. The arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this Agreement and appendices as may exist from time to time, or any provisions therein, nor entertain jurisdiction of any subject matter not covered thereby. (Except to the extent necessary to determine his jurisdiction).

4. All hearings will be held in Hamilton, Ohio, unless the Association and the Board mutually agree to another location.

5. The arbitrator will provide two (2) copies of his decision to each party within thirty (30) days after the closing of the hearings.

6. The compensation and expenses of the arbitrator shall be borne by the party whom the arbitrator found against.

7. The parties shall share the administrative fee charged by the American Arbitration Association or Federal Mediation and Conciliation Service.

F. Every grievance hearing shall be held, whenever possible, at a time when there shall be no interruption in the school program. Whenever a member and/or his representative shall be required by the Board to attend a hearing during the school day, the member shall suffer no loss of pay due to his/her absence from their regular duties.

G. All Steps and time limits specified in this Article are mandatory, but the Steps may be waived and the time limits extended only by mutual written agreement.

H. Any grievance which has not been presented in the Grievance Procedure within the time limits for presentation of grievances, and any grievance which is not appealed to the next Step of the grievance within the applicable time limits specified herein, shall be considered as settled and shall not be subject to further discussion or appeal.

I. Any grievance which is not answered by the Administration within the prescribed time shall advance to the next Step. The relief granted must be within the scope of the Contract. If the relief requested is not issued within ten (10) days, any dispute shall proceed directly to the mediation Step upon the written demand of the Union or the Administration.

J. It is hereby agreed that since this Agreement provides a procedure to process grievances, the Board, Association and members are subject solely and exclusively to the Grievance Procedure of this Agreement.

ARTICLE 7

Seniority:

A. Seniority shall be defined as length of employment by the member in a particular job classification as computed from the member's most recent date of entry into such job classification as determined by the appointment date by the Board of Education. Job classification shall correspond with the job classifications set forth on the salary schedule as published by the Board.

B. Breaks:

1. Breaks in continuous service due to Board approved medical leaves shall not constitute a break in continuous service, and shall not cause an adjustment in the initial date of employment of the member for the purpose of seniority and seniority based benefits. Any other leaves shall constitute a break in continuous service and shall cause an adjustment in the initial date of employment of the member. It is understood that an member who is rehired or reinstated has a new effective date of employment for the purpose of seniority and seniority-determined benefits. Reinstatement is not automatic.

2. Time on unpaid leave shall not count as time worked for seniority purposes, but shall not constitute a break in service.

ARTICLE 8

Appointments, Assignments, Transfers, Layoffs, Dissolution, and Alteration of Routes; Assignment of New Routes When all Routes are Rewritten:

A. Original appointments of members to full-time regular positions:

1. Bus drivers and utility workers must possess a valid CDL Ohio license, have passed a physical examination and possess a current bus driver's certificate from the Superintendent or signed up to take pre-service class.

2. Currently employed substitute bus drivers shall be given first opportunity to fill a full-time, regular position. Aides and utility workers may be assigned from current substitutes or from applications on file in the Department of Human Resources.

3. After being appointed, a member shall be on probation for a period of 150 continuous workdays. During this probationary period, the member may be discharged for any reason in the sole discretion of the Board, and said discharge is not subject to the grievance procedure.

4. Once a member has successfully completed the probationary period, he/she shall be subject to all disciplinary rights set forth in this contract.

5. In the event a member is removed during the probationary period, the member shall be provided written notice of their removal, including reasons for the removal, and shall be returned to their formal classification, if applicable.

6. Open routes will be posted in the order of number of hours beginning with the highest hours, and newly hired members will have a choice of available routes in accordance with the date of his/her application for employment.

   This provision supercedes any provisions of the Ohio Revised Code Chapter 124 and rules and regulations of the Hamilton City Civil Service Commission.

B. Route assignments at the beginning of the school year:

1. AM and PM routes shall be established, published and available for inspection at least one (1) week before public schools are open. Mid-day routes shall be established, published and available for inspection one (1) week before public schools are open to the extent possible. Members who wish to be considered for reassignment should submit their requests in writing at least one (1) week before public schools are open to indicate their preference for route assignment.

2. No route currently held by a member shall be open for assignment unless he/she requests consideration for reassignment, or the member's performance has been documented as being unsatisfactory. Any member who is to be removed from his/her route shall be given the reason(s) in a conference with the Transportation Supervisor. The member may be accompanied by a representative of the Association. If the member is not satisfied with the results of the conference, he/she may immediately appeal on Step1 of the Grievance Procedure.

3. The process of making route assignments will begin with members having the most seniority in the Hamilton City School District and proceed to the least senior member. This does not ensure that the most senior member will get their first preference. However, if past work performance has been equally satisfactory for all applicants, then the most senior will receive their first preference.

4. Special routes will be posted for bid. The run will be awarded by seniority, provided that it does not put the member into working more than eight (8) hours every day in a week. The driver will not be compensated for safety check time for these routes. If the route is run, the member will be paid for two (2) hours.

5. If mid-day routes are not assigned by the start of the school year, those members who had a mid-day route last year and are willing to work a mid-day this year will not have their stretch pay altered at the beginning of the year. However, if <u>your</u> mid-day route has been eliminated the new school year, stretch pay will be altered accordingly. As soon as the mid-day routes are ready, the bidding will take place and if the member had stretch pay altered he/she will time sheet until on or about October 1 when pays are adjusted. Every effort will be made to have the mid-day routes ready at the in-service meeting in August.

C. Transfers during the school year:

1. When a route (a.m. and p.m. or mid-day) becomes vacant during the school year due to resignation or a new route is being established, it will be posted as vacant within ten (10) work days. The route will be reduced to a basic route before going up for bid. The extra time that would have been attached to that route will also go up for bid and be covered by C-5. Members will have an opportunity to request consideration, in writing, for reassignment prior to consideration of new applicants. A member may request consideration for as many different routes as they desire. However, no member will be transferred more than once during a given school year unless the Transportation Supervisor believes it is in the best interest of the Hamilton City School District.

2. There will be a maximum of three (3) transfers for any given vacancy (a.m. and p.m. or mid-day). The use of "bumping rights" shall not count as a transfer.

3. If no one chooses to request consideration for reassignment, or there has been one (1) transfer for a given vacancy, then the route will be filled by a new hire.

4. All vacated routes, a.m. and p.m., mid-day, and other routes, will be posted for a period of five (5) member workdays. Members who wish to be considered must submit a written request to the Transportation Supervisor within five (5) member workdays of the date of the posting to indicate their interest. Members will be transferred to a new assignment within seven (7) member workdays after postings, unless there are extenuating circumstances.

5. If it becomes necessary to make additions to existing routes, this extra time will be posted if the anticipated driving time is more than one (1) hour per week. This extra time will be attached to, and considered a part of, a regular morning/afternoon or mid-day route. Any member assigned extra time will have that time paid him/her when on an excused absence including, but not limited to, personal illness days, bereavement, personal leave, professional leave, and calamity days. Dissolution of the extra time is not subject to Section E below. All members shall be eligible to bid, in writing, on such routes with the understanding that the selection will be based primarily on seniority if fifteen (15) or fewer minutes of lay-over time per day are involved. If more than fifteen (15) minutes per day are involved, what is more beneficial to the Hamilton City School District will prevail.

6. All lateral transfers will be made on the basis of seniority.

D. Lay-off and recall:

1. If it becomes necessary to reduce the number of Transportation employees as a result of a lack of work, funds, or to derive greater efficiency, the Administration will follow the following procedure: Seniority shall prevail and "bumping rights" shall be in accordance with this Section.

2. In lay-offs, seniority shall prevail and lay-offs shall be by classification. A lay-off list shall be established for both bus drivers and aides.

3. All persons with less than permanent appointment shall be laid off first.

4. Permanent members still on probation shall be laid off next in inverse order of their seniority.

5. When a lay-off condition exists, new applicants will not be considered for work until the last qualified member has been recalled to work. Laid off members shall have first consideration for work on substitute basis. When re-employed, the member receives seniority as of the last date hired on a regular continuous basis by the Board of Education. Time lost due to lay-off shall not be considered as a break in seniority if the member reports to Board employment within two (2) weeks of the notice or recall by the Board of Education.

6. If a member is the least senior member in a classification, that member may return to a formerly held classification provided that member worked in that classification no more than five (5) years ago, that the member currently possesses the minimum requirements for that classification and that the member has more seniority than the least senior member in the classification they are returning to. A member removed from a former classification for disciplinary action is not eligible to return to their former classification within one (1) year of said disciplinary action.

7. Laid off members shall be placed on a recall list, by classification in order of seniority, with the right of recall for two (2) years. As vacancies occur, those jobs will be offered to the senior member(s) remaining on the list. Each member shall be given the right to refusal one (1) time before being removed from the list. It shall be the responsibility of the member to notify the Board of Education of change of address, phone number, etc.

E. Alteration of routes during the school year:

If the total driving time for the route is reduced more than thirty (30) minutes per day, and if the route has been assigned and driven for one (1) month, the member affected may implement "bumping rights".

F. Assignment of new routes when all routes are rewritten:

When the Administration declares that a majority of routes have been changed substantially for greater efficiency at the beginning of a school year, all routes shall be assigned following the normal bidding process based on seniority. The Transportation Supervisor shall have authority to assign routes on other than a seniority basis. However, if past work performance has been equally satisfactory for all applicants, then the most senior will receive their first preference. The Transportation Supervisor will make every reasonable effort to assign a bus to a member who has driven that bus in previous years, if the member so desires.

ARTICLE 9

Overtime:

All time worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1/1/2).

ARTICLE 10

Sick Leave:

A. Sick Leave:

1. All members will be granted one and one-quarter (1 1/4) days of sick leave on the first of each month for the previous month's work providing the member was in active work status on one (1) of the work days of the previous month.

   Unused sick leave shall accumulate up to 285 days.

   All members may be eligible to receive up to a total of five (5) days of advanced sick leave during the school year (July 1 through June 30) as follows:

   a. Upon first employment.

   b. Upon prior approval of the Assistant Superintendent for Human Resources.

2. Any sick leave advanced a member must be repaid before any additional sick leave days are advanced.

3. A member may use sick leave credit in the amounts hereafter specified for absence due to personal illness, injury, pregnancy, quarantine, family illness, bereavement leave, and/or funeral leave.

4. Member Attendance:

   a. The Director of Transportation and an Association representative shall serve as the Transportation Attendance Review Team (TART), and shall jointly review, on a confidential basis, the attendance of members in the Transportation Department.

   b. In the event sporadic and regular absences are noted, the Director and Association representative shall jointly attempt to ascertain the reason(s). Depending on the apparent cause(s) of the absence, the Director and Association representative may offer

various types of assistance to the member in helping to resolve the attendance issue. In the event a member has excessive and blatant absence as determined by the Director in consultation with the TART representative, Section 4(C) may be invoked immediately.

c. If sporadic and regular absences exceeding seven (7) days within a school year are referred to TART for the same member twice within a three (3) year period, and no improvement is noted, such absence history may be referred to the Office of Human Resources to determine whether further action is necessary. The Office of Human Resources, in reviewing any referral, shall consult with the OAPSE 711 President and the OAPSE Field Representative prior to any further action it may deem necessary. Such action may include one or more of the following:

1) The Director may include attendance as a part of the evaluation process;

2) The Office of Human Resources may require that any future sporadic and regular absences be documented by a physician's statement;

3) Other consequences deemed appropriate at the time.

5. Sick leave accumulated prior to a leave of absence shall be credited upon return to employment.

B. Family illness:

1. Within the school year, each member with less than 1,250 hours within the preceding twelve (12) months may use a reasonable number of days of his/her sick leave allowance or accumulation (under the first paragraph of this section) for illness of the member's spouse, parent, father-in-law and mother-in-law (current), child (foster, step, and/or exchange student), or live-in relative. Those members who are subject to the Family and Medical Leave provisions may use this section for relatives included in this section who are not covered by the Family and Medical Leave provisions.

2. Members shall submit a written signed statement for a form prescribed to justify the use of sick leave. If medical attention is required, the member's statement shall list the name and address of the attending physician and the dates when he/she was consulted.

3. Paid emergency sick leave in excess of the limitations herein contained may be granted by the Superintendent of Schools upon providing proper justification for such use.

4. In the event of the death of a member, the member's beneficiary will be paid the accumulated sick leave at the same ratio as listed under Article 11.

5. If sick leave is exhausted, members may use personal leave days and/or extra vacation time. Members using personal or vacation days for sick leave purposes may do so only upon the submission of a physician's statement indicating that leave is necessary, or pursuant to the Family and Medical Leave provisions contained herein.

C. Death in the Immediate Family

1. Members who have a death in the immediate family may be granted an absence with no deduction in pay. This leave shall be charged against sick leave.

2. For the purpose of this section, immediate family is to be interpreted to mean spouse, children, stepchildren, brothers, sisters, fathers, mothers, stepparents, grandparents, grandchildren, aunts and uncles, cousins, nieces and nephews, relatives-in-law, and any person living in the same household as the member.

D. Funeral Leave:

Members attending the funeral of a relative not in the immediate family and who had not been living in the same household shall be allowed absence for the day of the funeral with no deduction in pay, but charged against accumulated sick leave.

ARTICLE 11

Retirement Pay:

A. Upon retirement, all members will be paid for unused sick leave at the following rate:

1. First 150 days at 1:4.

2. The remaining 135 days at 1:2.

With an accumulation up to 285 total days.

B. Retirement pay will be issued after the Treasurer has received proof of retirement from SERS. In order for a member to receive retirement pay, he/she must have been employed by the Hamilton City School District in the final year of service (180 days). Application for retirement must be submitted to SERS within four (4) months of last day of employment.

ARTICLE 12

Absence Due to Calamity:

A. If it is impossible for the member to work for the school district due to a calamity as determined by the Superintendent, they are entitled to their regularly scheduled compensation.

B. All members shall report to the Transportation office by 9:00 am. for the purpose of in-service training if the school district is operating under Plan E. This meeting will not last beyond 12:00 noon. If a member does not report for the 9:00 a.m. meeting, a statement will be placed in his/her personnel file to indicate this fact, and the member may be docked a day's pay. Members may submit a statement, which justifies why it was not possible to arrive at the time specified.

C. When Plan D is implemented, members shall receive their normal compensation (regular route time and safety check time). No member shall suffer a loss of pay as the result of any delay or cancellation. Any member reporting to work who has not been properly notified of a delay or cancellation through the usual media by 5:45 a.m. shall be granted two (2) hours of pay for reporting to work.

D. Members who are assigned to transport children to another school district will receive double pay when it is necessary to transport children to the receiving school district and the Hamilton City School District is closed due to calamity. Such member is guaranteed that the minimum number of days of work during a given school year will not be less than the Hamilton City School District.

E. Any member required to work in order to perform their regularly scheduled duties on a district-wide calamity day will be compensated double-time for their regular route and safety check hours. Any member required to take a field trip on a calamity day due to weather conditions will be compensated the regular rate for the field trip and safety check time. A member will have the option to refuse to take the trip on a calamity day and will not be charged any accumulative hours.

ARTICLE 13

Personal Leave:

A. Unit members shall be granted a maximum of two unrestricted days per year (July 1 through June 30), which are not cumulative, for personal or emergency leave. Personal leave days will not be approved on the opening or closing day of school or days preceding or following a holiday or vacation, except for extenuating circumstances.

B. Request for personal or emergency leave shall be made five (5) member work days in advance in writing by the member to the Assistant Superintendent for Human Resources through the member's immediate supervisor.

C. Any personal leave days remaining unused at the end of the year will be converted to sick leave days.

ARTICLE 14

Family and Medical Leave:

A. Family leave for reasons of birth of a child, adoption, child rearing or extended child care, and medical leave to care for a spouse, parent, or child with a serious health condition or due to a serious health condition which prevents the member from performing his/her duties shall be granted without pay to the member. Said leaves shall be granted for a period not to exceed two (2) consecutive school years, except for military leave which may be for a longer period. The Board may extend the term of one's absence upon a written request by the member.

B. For members who have been employed with the Board for at least twelve (12) months and who have worked 1250 or more hours in the twelve (12) months preceding the leave, the following will apply: In cases of family leave occurring within twelve (12) months of the birth, adoption, or placement of a foster child, the member shall be required to use all accumulated sick leave, vacation and personal days up to twelve (12) weeks. The Employer portion of health insurance will be paid by the Board during the first twelve (12) weeks of leave. In all cases of medical leave, the member shall be required to use all accumulated sick leave, vacation and personal days up to twelve (12) weeks. The employer portion of health insurance will be paid by the Board during the first twelve (12) weeks of leave. Members not returning from leave shall be required to repay the cost of insurance as provided by the Family Medical Leave Act of 1993.

C. The use of Intermittent or Reduced Leaves shall be controlled by the provisions of the Family and Medical Leave Act of 1993.

D. The Board may require certifications regarding Parental and Family Leaves as set forth in the Family and Medical Leave Act of 1993.

E. All such requests shall be submitted in writing to the Administrator designated by the Superintendent at least thirty (30) calendar days prior to the requested date of leave.

F. The member's position will be held for the member during the first six (6) months of leave. Members returning from leaves of longer than six (6) months shall be assigned to the first available position, which is comparable to the one which they held prior to leave.

G. A member returning from a leave resulting from the member's own health condition shall be required to submit to a medical examination before returning from leave. The member will be permitted to return to work if the examination indicates that the member is able to perform all aspects of his/her job.

H. The Assistant Superintendent for Human Resources must be in receipt of this written notice of intent to return to work ten (10) working days prior to the member returning to work. The member hired to replace the person on leave will be laid off. Members will maintain their seniority during an approved leave. However, seniority will not accrue during such leave. Seniority will continue to accrue during a medical leave. Other leaves will cause an adjustment in the seniority date.

I. All insurance shall remain in effect for the duration of the leave, with a two (2) year maximum. The Board will pay its portion of the insurance premium for the first twelve (12) weeks a member is absent pursuant to this provision if eligible for Family Medical Leave and the member will be able to remain on the Board insurance plan for the remainder of the leave provided the member pays the full premium of the insurance he/she wishes to maintain to the Treasurer in advance of the premium due date.

ARTICLE 15

Medical Disqualification:

Anyone who is disqualified from working, by the Board physician, for a physical or mental condition may appeal the decision in writing within ten (10) days of written notice being given by the Board physician. The written notice shall be served by certified mail.

The appeal shall also be served by certified mail. Within ten (10) days of the receipt of an appeal, the Board shall appoint another physician at no cost to the member to make a determination of the issue. The physician shall be an expert in the field concerning the area of disqualification. The determination of that physician shall be final.

ARTICLE 16

Jury Duty and Court Services:

A. When a member is to serve as a witness in a court action, other than an action against the Board in which the Union is a party, he/she shall be given a leave of absence with pay for the time required for the court appearance. The member shall pay any witness fees to the Board of Education.

B. When a member is subpoenaed to serve as a witness in a court action, he/she shall be given a leave of absence with pay for the time required for such court appearance.

C. Any member who is seated for jury duty on a given day will not be required to report to work after being released from jury duty on that day. Any member who has not been seated on a given day shall be required to report to work on that day.

ARTICLE 17

Working Conditions:

A. A member shall not be held liable for loss by fire, theft, vandalism, burglary, or water unless due to his/her own negligence. (Does not include findings by the Auditor's Office or the Court.)

B. Any complaint directed toward any member in the Members' Association, which adversely affects his/her performance, shall be discussed with the member as soon as possible. If the matter is of a serious nature, and a written record is placed in the personnel file in the Human Resources Office, the member must be informed of the content of the written record placed in the file.

C. When a complaint is received against any member and a written record of such complaint is to be placed in the member's personnel file, the member shall have the right to respond in writing to such complaint. The response shall be attached to the original complaint and placed in the member's personnel file.

D. Members may inspect their personnel files during normal business hours in the office of the Assistant Superintendent for Human Resources. The Assistant Superintendent or his designee must be present during this inspection.

E. Drivers may refuse to drive their assigned vehicles if, and only if, the mechanical condition of the vehicle make it unsafe to drive and they have completed a Maintenance Report Form and discussed the problem(s) with the Transportation Supervisor. These conditions will include items listed for inspection to the School Bus Standards. No loss of pay will be incurred if a safe bus is not available.

F. Buses normally assigned to a route will not be serviced during the morning route time on days when streets are hazardous due to inclement weather.

G. In the event the streets become hazardous while drivers are driving their routes, it is the responsibility of the driver to contact the Transportation Supervisor to advise him/her of street conditions and to discuss possible solutions.

H. Up-to-date information concerning school closings, street closings, early dismissals or any other information that would affect the driving of routes will be posted by the Transportation Supervisor.

I. At the beginning of each school year, after the bidding of the regular A.M. and P.M. routes is completed, the Transportation Supervisor shall assign each driver to a bus, which shall be the same bus driven by the driver in the previous school year, except when the bus or route is a mini-bus or an orthopedic bus, or if, in the discretion of the Transportation Supervisor, a change in bus assignment is necessary.

J. Emergency numbers for police, fire, emergency and the office number shall be placed in each bus in a designated location.

K. Derogatory information pertaining to job performance shall be removed from the member's personnel file, upon the request of the member, and deemed invalid after three (3) years of the occurrence of the cause of such information being placed in the member's file, provided that disciplinary information is not related to misconduct involving a student and/or staff member. If an additional record of cause of discipline occurs during this three (3) year period, all information shall be retained and remain valid until three (3) full years of satisfactory performance has passed.

L. A driver who has not received a new bus in any of the past seven (7) school years (current school year included) will be given the opportunity to be assigned a new bus, by seniority, provided the driver has not had a poor record of properly maintaining his/her bus in the past.

M. Buses determined by the Transportation Supervisor as a "hand-me-down" will be offered, by seniority, to a driver who has not received a new bus in the past seven (7) years. In cases of conflicting claims, an OAPSE Committee will determine the proper order. This provision is not subject to the Grievance Procedure.

N. Video cameras have been installed in the buses. When the video is pulled from the bus, the member should be present if at all possible. If in an emergency, the video is pulled and the member cannot be there, a designated Union Representative will be notified and the member will be notified as soon as possible that parents or administration have reviewed the video. Only those individuals necessary shall be permitted to view the tape.

ARTICLE 18

Performance Evaluation:

A. Each regular member will be evaluated at least one (1) time per year. The Transportation Supervisor will be responsible for conducting this evaluation. The evaluation report will be reviewed and signed by each respective member and will become part of their personnel record in the Hamilton City School District.

B. Members shall be given copies of all evaluations and the efficiency score of the evaluation (0% - 100%).

C. All time off should be considered for evaluation purposes.

ARTICLE 19

Worker's Compensation:

A. Ohio Law provides: That every person in the service of a school district who receives any injury in the course of or arising out of his/her employment is protected by the provisions of the Worker's Compensation Law (Revised Code Section 4123.01).

B. The Board's responsibility for policy in this matter is largely to make certain that all members receive annual information on the availability of compensation benefits and the procedure to be followed for application for compensation. The member shall have an option of submitting a claim under Worker's Compensation or using unused sick leave when an injury occurs as a result of his/her employment with the school district.

C. Members shall suffer no loss in pay to attend Worker's Compensation hearings scheduled during working hours if out of personal leave.

D. If allowed by the Industrial Commission, this provision shall be in effect:

1. In the event of a work connected occupational illness or injury, as determined by the Industrial Commission, the member shall have the option of taking a charge against sick leave accumulation of the affected member only to the extent necessary to provide the member with full pay, so that when the member is receiving Worker's Compensation benefits, the member will only be charged on a pro-rata basis, the difference in pay between the Worker's Compensation benefits and the member's regular compensation. This option may be exercised by the member presenting the check received from the Bureau of Worker's Compensation to the Treasurer of the Hamilton City School District. Otherwise, the member will receive Worker's Compensation benefits only, without remuneration from or reduction of sick leave benefits.

2. Any member absent from work because of any work connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay received immediately prior to the date of such illness or injury, upon approval of the member's application to return to work. The member is required to file such application immediately upon the determination by the Industrial Commission physician that he/she is able to return to work. Failure to make such application at that time will be grounds for termination of employment.

E. An "Employee Accident Report" shall be completed and submitted to the member's supervisor within two (2) workdays after an employee sustains an on-the-job injury. If the injury occurs just before a holiday or vacation period, the Transportation Supervisor will be notified within seventy-two (72) hours, and paperwork submitted within two (2) workdays after returning.

F. Continuation of pay

An employee who suffers a compensable Workers' Compensation injury, including being assaulted by a student, and who is temporarily and totally disabled as a result of the injury may be eligible to receive compensation from the Bureau of Workers' compensation (BWC). This continuation of pay policy is designed to cover injury employees who would otherwise receive BWC temporary total payments where it is fiscally responsible for the District by causing the BWC to set a lower claim reserve and hence a lower premium regarding each case.

This policy also includes assault injuries which would be covered by the BWC and consolidates prior policies and provisions on the subject. The policy does not affect or replace the employee's need to file claims with the BWC for medical treatment.

The goal of this policy is to return the employee to employment with the District safely and at the earliest possible time following a work injury while positively impacting the BWC premium for workers' compensation coverage.

Continuation of Pay (COP). COP is recommended to expedite payment, eliminate hardship to injured employees, and effectively manage lost time claim costs.

Definition. COP is the continuation of fully hourly wages and benefits.

Continuation of Pay is not payable unless the employee makes a Workers' Compensation claim, it is certified by the District, and the employee has provided all necessary documentation to include any and all district injury report forms. The BWC First Report of Injury (FROI), medical releases, MCO forms, third-party administrator forms and any other related records required by the risk manager or supervisor. The risk manager shall be the approval authority for all COP.

COP shall only be approved if it is fiscally responsible for the District by positively impacting the District's BWC premiums.

Continuation of Pay payments are computed on the basis of the employee's base rate of pay and normally scheduled hours, not to exceed forty (40) hours per week. Part-time employees will have payment prorated. Time authorized under Continuation of Pay is considered time worked for employees still in their probationary period, if any.

An employee continues to accrue sick and vacation leave while on Continuation of Pay if they would have otherwise accrued such leaves. An employee would not otherwise accrue such leaves shall not accrue leaves under this policy.

Increments of COP must be approved by the risk manager, in his discretion and when it is fiscally responsible for the District by having a positive impact on BWC reserves and premiums, and no one increment may exceed four (4) weeks. COP cannot exceed twelve (12) calendar weeks for any one claim over the lifetime of that claim. If the employee has not returned to work within the twelve (12) week period and has not reached maximum medical improvement, he may then receive benefits from the BWC or use any available sick leave.

Payments are made only for periods the employee would have been eligible for temporary total Workers' Compensation benefits for injuries and will be terminated upon return to work; when the Bureau of Worker's Compensation or the Industrial Commission has determined the employee has reached maximum medical improvement.

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

An injured employee receiving Continuation of Pay cannot concurrently receive, for the same period of time, any other District compensation (e.g. sick leave, injury leave, vacation, supplemental contract pay etc.) or temporary total compensation payments from the State of Ohio Bureau of Workers' Compensation.

Continuation of Pay may be paid for medical appointments documented under an approved transitional duty program and approved by the risk manager.

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

To be eligible for COP:

- The date of injury must occur in a year in which the District's merit rating or retrospective premiums will be impacted. Currently, the date of injury

must occur during the most recent four, full calendar years or during the current calendar year.

- The employee must be totally disabled from all employment and must miss more than seven (7) calendar days; or, qualify for continuation of pay under the transitional duty policy with reimbursement for documented medical appointments or gradual return to work program.

- An employee is not paid continuation of pay for the first seven (7) days until after fourteen (14) consecutive days of total disability as determined by the bureau of workers' compensation, except as the transitional duty policy may apply.

- The claim must be certified by the District, if a claim is rejected by the District, but allowed by the BWC or the Industrial Commission, Continuation of Pay is paid retroactively, provided it is advantageous to the District's BWC premium and provided the provisions of this policy are fulfilled. An employee may use sick, vacation, or personal time pending a decision on allowance. This time is reimbursed to the employee hour for hour upon allowance by the BWC or the Industrial Commission.

- Appropriate medical documentation, the District injury report form, medical releases, the FROI, any Managed Care Organization (MCO) forms, and any Third-Party Administrator (TPA) form are provided as determined by the risk manager.

- The employee must cooperate at all times in meeting with and in responding to information requests of the MCO, BWC, the risk manager, and health providers.

G. Transitional duty

Transitional duty is designed to allow an employee to safely return to work with temporary physical limitations and resections which may prevent the employee from performing all of his or her assigned duties.

Transitional duty applies only to work-related Workers' Compensation injuries or illnesses and is not to be considered as an official position or job. Transitional duty is not a job classification, permanent or otherwise. An employee performing transitional duties retains his/her existing job classification and seniority.

Transitional duty is applicable only when it is deemed medically reasonable that full recovery is expected to occur within twelve (12) weeks. Transitional duty, therefore, shall last no more than twelve (12) weeks with a full return to work by the end of twelve (12) weeks. Transitional duty is not available if the employee has reached maximum medical improvement as determined by the Bureau of Workers' Compensation.

To be eligible for transitional duty, an employee must complete all related injury investigation forms, First Report of Injury (FROI) forms, medical releases, and any other documents required by the physician, the Managed Care Organization (MCO), the employer, and the third-party administrator.

Transitional duty is implemented upon the availability of transitional duty by the employer. The risk manager shall be the approval authority for all transitional duty full, regular wages are paid during transitional duty.

Transitional duty can be less than full time with continuation of pay paid, if eligible, for hours not worked to supplement a full, regular wage. Hours not worked must be documented and supported by appropriate medical documentation.

Continuation of Pay is not payable for medical appointments once the employee is released to full duty, has exhausted all available Continuation of Pay, or their limitations and restrictions do not prevent the employee from performing the essential duties of their position.

An employee on transitional duty who has exhausted all available Continuation of Pay may elect to use available paid leave or leave without pay, or file for Worker's Compensation benefits.

An employee cannot work a second job within or outside of the District and work transitional duty unless approved by the risk manager.

The goal of transitional duty is to return the employee to his regular job and department, but other work within the department would be appropriate if the employee is unable to do any part of his regular job. Work outside of his immediate department can be considered if work is not available within his department/classification.

If an employee is offered transitional duty and refuses a transitional duty offer within his or her medical limitations, the employee cannot elect Continuation of Pay. The employee will not be eligible for temporary total benefits from the Ohio Bureau of Workers' Compensation when a valid transitional duty offer has been made and declined. The District will notify the Ohio Bureau of Workers' Compensation of any refusal to accept a transitional duty offer that is within the medical limitations.

An employee may elect to use sick leave, vacation leave, or personal leave time if the employee refuses transitional duty. All leave taken for a work-related injury should be reviewed for FMLA qualification.

A transitional duty offer made to an employee refusing to return to work must be reduced to writing and sent by certified mail or hand delivered to the employee.

If hand delivering the offer, be sure to obtain the injured worker's signature and date received on the employer's copy.

Time spent in transitional duty is considered time worked for employees still in their probationary period.

To remain eligible for this program, the employee must cooperate with, meet when reasonably requested, and respond to information requests from the Managed Care Organization (MCO), Third-Party Administrator (TPA), risk manager, health providers, and his/her supervisor.

ARTICLE 20

Meetings with Transportation Supervisor:

A. All members will be required to attend a monthly meeting with the Transportation Supervisor unless excused by the Supervisor. These meetings will be scheduled prior to the beginning of the school year and will occur on a regular basis. The meetings shall be held at such a time and place to allow members to attend on time and receive the full benefit of such meetings. The duration of these meetings will normally not exceed one (1) hour. Members will be compensated at their regular rate for attendance at these meetings. A member who does not attend the monthly meeting and has not been excused by the Supervisor will have a written reprimand placed in his/her personnel file.

B. All members will be required to attend a four (4) hour in-service day prior to the beginning of the school year. Meeting will be held no sooner than five (5) work days before school begins according to the Hamilton City School calendar. The Transportation Supervisor will designate the day before the previous school year ends. Members will be compensated for only those hours they attend the in-service training. Route scheduling and bidding of mid-days will take place after the four (4) hour in-service meeting. Members will be paid for these hours at their regular rate of pay.

ARTICLE 21

Increments on Salary Schedule:

A. Each Step on the salary schedule represents one (1) year of service of at least 120 days. A member will only be granted an increment if he/she has worked 120 days during the preceding year and has worked a corresponding number of years at the appropriate Step.

B. In the year of any work related illness or injury, any days not worked because of a Worker's Compensation claim/work related illness or injury will be counted as time worked towards the 120 days requirement stated above.

C. No member shall be permitted to advance more than one (1) increment per year because of the change in this Article.

D. Any member reverting to substitute status will not maintain seniority rights. However, they will remain at the hourly rate established as a regular member if they are on a lay-off and working as a substitute.

E. At the option of the Assistant Superintendent for Human Resources, a member who previously worked for the district may be paid up to the hourly rate on the salary schedule, based on their experience for driving as a substitute.

ARTICLE 22

Services to be performed by Members:

A. Duties of bus driver:

1. Responsible for the safe transportation of students and cleanliness of the bus. Bus must be cleaned at the end of the day.

2. Drivers must report any necessary maintenance problem to the Transportation Supervisor or the proper authority on the prescribed form.

3. Must know and practice the laws, rules and regulations.

4. Drivers must maintain pupil control and report violations of the Pupil Transportation Regulations to the proper authority on the prescribed form.

5. Must give time for self-improvement by attending training sessions and workshops when offered. With prior approval of the Transportation Supervisor, the Board of Education will pay one-half (½) of all expenses incurred while attending any training sessions of workshop.

6. Must keep accurate records and submit all reports at the specified time (gasoline, student count, accident reports, student conduct reports).

7. Must maintain routes, stops and schedules as planned by the Transportation Supervisor with the cooperation of the driver. Any changes to the routes will be coordinated with the Supervisor.

8. Must report any hazardous conditions along the existing route to the Transportation Supervisor.

9. Drivers must perform the safety check each day prior to the first run including the following:

   a. Check power steering fluid.

   b. Check oil in the crankcase daily, as light conditions permit and add oil as needed.

   c. Check tires for adequate inflation - thumping.

   d. Check lights - inside and outside.
   e. Check instrument panel.

10. Emergency equipment must be stored as instructed by the Transportation Supervisor.

11. Buses are to be parked in an orderly manner according to the parking plan.

12. Drivers are responsible for renewing their school bus driver's license and submitting it to the Transportation Supervisor at least five (5) days prior to the date of expiration of the current license. Any driver that has an expired license will not be permitted to drive until such time the license has been renewed. Time off will be at loss of pay. It is understood that Ohio Law permits an individual to renew their license up to ninety (90) days prior to its expiration if the individual will be out of the state during this time period.

B. Duties of a bus aide:

1. Arrive at the Transportation lot at least five (5) minutes before departure time in a.m. and p.m.

2. Be aware of the individual problems of each student and be prepared to help the driver at all times while on the route.

3. Assist the student to and from the sidewalk. Do not enter the house to receive the student.

4. Operate the lift while loading and unloading. Secure doors or latches before operating lift. Students are not to operate the lift.

5. Put the wheelchairs into position and secure them with the fastener. Make sure students keep seat belts fastened.

6. Help seat students, fasten seat belts and shoulder harness around students.

7. Maintain control of student behavior while in route to and from school.

8. Perform any other duties assigned by the Transportation Supervisor.

C. Duties of the Transportation Utility Worker:

1. Reports to Transportation lot at designated time to unlock gates and office and perform necessary preparation for getting buses out.

2. Insures that a spare bus is started each day. Keeps spare bus clean and ready to go out on route if needed.

3. Reads gas pumps and records levels in appropriate logs.

4. Washes school buses.

5. Assists in starting buses, particularly in cold weather.

6. Makes minor repairs to buses such as replacing seat covers, changing light bulbs, replacing lenses, etc.

7. Keeps work area around pumps and in driver's room clean. May perform snow removal around pumps or to insure access to driver's room or to gate.

8. Drives spare bus to stranded vehicle when breakdown occurs. May assist in making minor field repairs (such as jump starting a bus) when those are practical.

9. May act as a substitute bus driver on regular route or on field trip.

10. During the summer, is responsible for thorough cleaning, washing and waxing, checkout and minor repair in order to ready buses for annual state inspection. Drives and moves buses during inspection procedure.

11. Performs thorough summer cleaning on the white auxiliary vans (mobile classroom) that go to non-public schools.

12. May drive vehicle (bus or van) to repair shop as needed.

13. Keep updated reports by vendors and insures that vendor's maintenance repair reports are complete.

14. Keeps an accurate record of members using sub buses such as name, bus number, and the date the bus was turned in or taken out.

15. Performs other related duties as assigned by the Transportation Supervisor or Manager.

ARTICLE 23

Fringe Benefits:

A. Holidays:

1. Paid only to members assigned to a regular route. All members shall be granted the following holidays with pay:

Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	New Year's Eve Day
New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	

2. President's Day will only be observed if it is approved as part of the school calendar.

3. Any of the enumerated holidays that fall on Saturday shall be observed on Friday, and those falling on Sunday shall be observed on Monday.

4. Members will not be compensated for holidays if they do not accrue earnings for the last regularly scheduled workday immediately preceding or the first scheduled work day immediately following the holiday. In the event of an emergency and the Hamilton City School District must operate on one or more of these days, the members will receive their holiday pay and their regular rate of pay.

B. Insurance:

Medical, dental, vision and life insurance shall be provided to each member who is assigned to work twenty (20) hours or more per week [See B(1)(2)]. This includes existing members and current substitute names (See Exhibit A). New members hired after 1/1/03 will be required to work twenty-seven and one-half (27 ½) hours or more per week to qualify for the insurance benefits.

Any new member must complete the necessary insurance forms in the Treasurer's Office by the fifteenth (15th) of the month if the medical insurance and life insurance is to become effective by the first (1st) of the following month. All insurance forms must be submitted within thirty (30) days of the date of employment or the only opportunity to enroll will be during the annual open enrollment period.

1. Medical insurance:

a. The Board shall contribute 85% of the monthly premium toward monthly single, single+1, and family plan coverage provided through Butler Health Plan. The Board will contribute 70% of the monthly premium for new members hired after 1/1/03 who work between twenty (20) and twenty-seven and one-half (27½) hours per week.

b. The single+1 plan coverage will be available through the Butler Health Plan.

c. In the event that a member and his/her spouse are both employed by the Hamilton City School District, and further, that both members are eligible to receive insurance benefits, those members are limited to two (2) single plans, one (1) single+1, or one (1) family plan, unless specifically stated otherwise.

2. Dental insurance:

a. The Board of Education shall contribute 85% of the monthly premium for dental insurance toward monthly single, single+1, and family plan coverage provided through Butler Health Plan.

b. In the event that a member and his/her spouse are both employed by the Hamilton City School District and, further, that both members are eligible to receive insurance benefits, those members may opt to receive two (2) single plans, one (1) single+1 plan, or one (1) family plan.

3. Vision insurance:

a. The Board shall contribute 85% of the monthly premium for vision insurance toward monthly single and family plan coverage.

b. In the event that a member and his/her spouse are both employed by the Hamilton City School District and, further, that both members are eligible to receive insurance benefits, those members may opt to receive two (2) single plans.

4. Insurance Bonus:

a. Each year members not wishing to participate in the Medical, Dental, and/or Vision insurance will receive a $500.00 lump-sum payment. Once a member has determined his/her insurance status, no change can be made for the balance of the plan year except due to change in family status or employment status of the member or the member's spouse.

1) Those members that elect the $500.00 bonus will not be eligible to sign up for a Medical, Dental, and/or Vision Plan until the sign-up period, which shall occur once each year (November 1-30), with the lump-sum payment of $500.00 to be paid by the second payroll in January.

2) A member and his/her spouse who are both employed by the Hamilton City School District and are eligible for insurance benefits shall be eligible for the bonus if one (1) member elects single+1 or family coverage and the second member elects no insurance as stated above.

5. Life Insurance:

The Board of Education shall provide group life insurance and accidental death, dismemberment coverage in the amount of $30,000.00 or two (2) times salary; whichever is greater to each participating member.

6. The parties agree to the changes in medical benefits as determined by the Insurance Committee.

C. Vacation:

1. Members must be in continuous service 180 school days to be eligible for vacation. All vacation will be credited as of the member's anniversary date.

2. All applicable members shall take their earned vacation during the winter and spring vacations. Any remaining earned vacation granted to members will be paid in lieu of time off. This compensation will be paid with the second pay in June.

3. The utility worker will take earned vacation at any time during the year with prior approval of the Transportation Supervisor.

4. In the event of termination or discharge, the member will be paid for earned but unused vacation days. In the event of death, the member's beneficiary will be paid the remaining balance of earned vacation.

5. Vacation days shall be granted as follows:

	Before 7/1/97 (work days)	On or after 7/1/97 (work days)
a. After one (1) contract year & up to nine years continuous service	11	5 ½

b.	Nine (9) yrs. continuous service	12	6
c.	Ten (10) yrs. continuous service	13	6 ½
d.	Eleven (11) yrs. continuous service	14	7
e.	Twelve (12) yrs. continuous service	15	7 ½
f.	Thirteen (13) yrs. or more continuous service	16	8
g.	Twelve (12) month utility worker after seventeen (17) years	24	24

6. Any member hired by the Board after December 31, 1999 shall not be eligible to receive or accrue vacation days pursuant to this Article.

ARTICLE 24

Field Trip Assignments:

A. All field trip assignments will be made by the Transportation Supervisor. All field trips will be posted on the board at least forty-eight (48) hours in advance and bargaining members shall be given the first opportunity to bid and drive these trips in accordance with the following procedures. In the event the Supervisor has less than twenty-four (24) hours notice of a field trip, the Supervisor shall attempt to assign the trip to a regular driver unless there is an emergency. In that event, announcements of the trip shall be made over the radio when possible.

B. The following guidelines will normally be used to determine field trip assignments:

1. Members with regular routes with the fewest number of cumulative hours for field trips for the current school year will be given first priority.

2. Substitute employees will only be assigned if regular members do not sign up.

3. When an individual is appointed to a regular route, he/she will assume the average number of hours accumulated for field trips by the top six (6) drivers as of the date of the assignment.

C. When field trips pay no more than two (2) hours, that fact will be indicated when posted.

D. If a member is not notified that a field trip is cancelled more than one (1) hour in advance (excluding a.m. elementary), or too many buses have been ordered and the bus is not required, the member will receive two (2) hours pay.

E. A member who refuses a field trip after an assignment has been made, without an approved reason, will have twice the field trip added to his/her accumulated field trip time hours. If a member is excused from an assigned field trip, the Transportation Supervisor will make the assignment in the most practical manner.

F. Relinquishing routes:

1. A member will be permitted to relinquish his/her regular route to accept a field trip six (6) times during the school year. One time is defined as any portion of the a.m., p.m., mid-day, or Hamilton High third session routes. If a field trip has been cancelled and a substitute member has already left on a regular member's route, the regular member will be compensated the regular route time.

2. In order for a member to take his/her route off, he/she must work with the Supervisor to make sure their route is covered either by doubling up, combining routes or a substitute is available.

G. Summer field trips/summer school:

1. Summer field trips shall be assigned by seniority rotation to members requesting such trips. If a member cannot be reached or a member refuses a trip, the next driver in terms of seniority shall be assigned the field trip. This procedure shall be followed until the seniority list has been exhausted.

2. Once the seniority list has been exhausted, assignments shall be made by starting at the top of the seniority list. Any dispute arising as a result of this procedure may be grieved within ten (10) days of the first day of the Hamilton City School year.

3. A list will be posted late in the school year for members to sign up to do summer school routes. The routes will be available close to the end of the regular school year and those signed up will be able to choose their route by seniority. The remaining members who signed up who did not receive a summer school route will be substitutes for those routes. If the assigned summer school member is off for any reason, either one (1) or more than one (1) day, the most senior substitute member will remain on that route until the assigned member returns or the summer school program ends.

H. Three o'clock field trips:

1. Any regular members are eligible to sign up for these trips. In order for a member to take a 3:00 trip, he/she must work with the Supervisor and ensure that his/her regular route is covered. If the regular route is not covered satisfactorily, the member may not take this field trip.

ARTICLE 25

Compensation:

A. Members will be paid at the following rates for any work performed. Work is defined as daily driving time, field trip time, and any extra time not related to the transportation of students. Field trip time is defined as the time a bus leaves the lot to the time it arrives back to the lot (if applicable, a maximum of thirty (30) minutes - high school; twenty (20) minutes - junior high school; and fifteen (15) minutes - elementary school). Any additional time for a field trip is to be listed under delay time with an explanation.

B. The salary schedule in effect for the 2010/2011 contract year shall remain in effect until July 31, 2013. Members shall not move on the salary schedule during this contract term. In the event salary steps are reinstated in a new collective bargaining agreement, the member shall not receive credit for salary schedule purposes during the two years of this agreement. For example, a member on step 5 shall remain on step 5 through July 31, 2013. If salary steps are reinstated the member would move to step 6.

C. In order to be credited with a year's experience credit on the Salary Schedule, a member must be compensated for 120 days or more in one (1) school year. There will be no carry over of days from year to year.

D. Members on field trips MUST stay with their bus or be on the grounds during the entire field trip, except for meal breaks if facilities for a meal are not provided.

E. When trips require an overnight stay, members shall be provided with free lodging separate from students and teachers subject to approval and site selection by the Transportation Supervisor.

F. Members will be paid thirty (30) minutes each day to conduct a safety check. There shall be a safety check of twenty (20) minutes for each field trip. There shall be a regular safety check of thirty (30) minutes whenever a bus is being used for the first time on any day. In no circumstances will a driver be paid twice for the same safety check time. Drivers who do not have a properly cleaned bus and/or sub buses at the end of the day will be reduced fifteen (15) minutes in pay.

G. Members will be compensated for route time plus safety check time when the Hamilton City Schools are scheduled to be in session according to the school calendar adopted by the Hamilton Board of Education. Members who are required to work on days that the Hamilton City Schools are not scheduled to be in session will be compensated at their regular rate for actual hours worked and safety check time or for a minimum of two (2) hours and safety check time, whichever is greater. If a Hamilton City School(s) is not in session due to a calamity, members will be compensated according to Article 12.

H. Members will be paid for any delayed time that is ten (10) or more minutes per day. Delayed time must be approved by the Transportation Supervisor before it is listed on the time sheet.

I. When a driver is required to "double-up" on a route, he/she shall be paid an additional 15 minutes or the actual time driven, whichever is greater subject to approval by the Transportation Supervisor.

J. Drivers will be paid for fifteen (15) hours for completing required paperwork during the year. These additional hours are to be paid at straight time and are not subject to overtime. Seven (7) hours will be paid on the first pay check in December and eight (8) hours will be paid on the first pay check in April.

K. Scheduled and Unscheduled Early Release Call-in Bonus:

1. In no event shall members suffer loss of pay on their regular routes due to the early dismissal. Members who have an early dismissal on their routes and cannot be at the school dismissing early no later than fifteen (15) minutes after the designated dismissal time will not be assigned the early dismissal. The early dismissal will be assigned to another employee who can be at the school at the designated dismissal time.

L. Any member leaving the lot for a regularly scheduled assignment or field trip will be paid a minimum of two (2) hours plus applicable safety check time. This will include a.m., mid-day, and p.m. assignments.

M. Mid-days/Early dismissals:

1. Mid-day and early dismissal routes will be offered to members by seniority rotation before these routes are assigned to substitute employees. A member who refuses two (2) times in any given month to drive/aide on these routes when offered shall be removed from the rotation list for the succeeding month. Any work related duties will not count toward the two (2) times refused. When a member is scheduled to be off work for more than one (1) consecutive workday, that member's mid-day route will be assigned to the next senior member on the seniority list who is not assigned a mid-day or special route. Upon return to work, the member off work will be returned to his/her regular route.

2. Members assigned to mid-day/late p.m. routes are eligible to sign up on the sub list. Each mid-day will be paid a minimum of two (2) hours. Mid-days may not run concurrently. Meaning first mid-day must be completed, before the second one begins. Any member relinquishing a mid-day assignment is ineligible to bid on or sub on a mid-day for the remainder of the year.

N. Members will be paid an additional amount at the end of the school year on the following basis for not being absent from work.

1. Six hundred ten dollars ($610.00) bonus per person per school year for attendance during the school year.

a. All days absence or portions thereof will cause a twenty-five dollar ($25.00) deduction if 1/3 day, a fifty dollar ($50.00) deduction if 2/3 day, and a seventy-five dollar ($75.00) deduction for a full day from this personal bonus amount.

b. All absences will count towards the maximum of five (5) days to be eligible for the bonus except as follows:

1) Death in the Immediate Family up to a maximum of 3 per contract year.
2) Professional leave/union business.
3) Unrequested leave, except for discipline or failure of drug or alcohol test.
4) Jury duty or required court appearance on behalf of Hamilton City School District.

c. Must be employed by October 15 to be eligible for bonus.

d. All loss of pay time off, except field trips will count towards the maximum allowable five (5) day absences.

e. Any member hired after December 31, 1999 shall not be entitled to receive the attendance bonus contained in this Article.

O. Alterations on the time sheets will only be made by the Transportation Supervisor. These changes will be discussed with the member, if possible, before the time sheets go to the payroll office.

P. The Board shall pay the cost of the required Driving Abstract for regular drivers.

Q. The Board agrees to adjust unit members' base route wage payments so that each member receives twenty-six (26) approximately equal payments per year. Such amount shall be evaluated on or about October 1 to determine if any revision in the base pay is required.

R. License and tests:

1. The Board shall pay up to a maximum of fifty dollars ($50.00) for the test and license costs, which bus drivers may incur in order to meet new State and/or Federal licensing requirements and maintain their driving status. The Board shall provide any required physical examination for members.

2. Further, the Board agrees to place any member who fails the test on a leave of absence, without pay or benefits, for a period of six (6) months or three (3) tests, whichever first occurs. Upon the successful completion of three (3) tests or six (6) months, the leave shall expire and all obligations toward the member shall cease.

   a. During such unpaid leave, the member may continue in the district's medical insurance plans. Such participation shall be at the member's expense. Arrangements for such continuation of insurance must be made with the Office of the Treasurer in advance.

S. Direct Deposit:

Member's paychecks shall be direct deposited to member's account.

ARTICLE 26

Special Conference:

If a member has a concern or problem related to his/her assignment that is not subject to the Grievance Procedure, he/she will confer with the Transportation Supervisor. The purpose of these informal meetings will be to improve communication with all concerned. If the concern or problem is not resolved to the satisfaction of the member, he/she may select a person of his/her own choosing to meet with the Transportation Supervisor. If the concern or problem is not resolved to the satisfaction of the member in the meeting with the Transportation Supervisor, he/she may select a person of his/her choosing to meet with the Assistant Superintendent for Human Resources. If the concern or problem is not resolved to the satisfaction of the member in the meeting with the Assistant Superintendent for Human Resources, he/she may select a person of his/her choosing to meet with the Superintendent of Schools.

ARTICLE 27

Member Assistance Program:

A. The Board of Education will provide, at no cost to the member, a comprehensive full-service Member Assistance Program.

B. This program will provide confidential, professional consultation and assessment/referral services to members whose job performance are or may be adversely affected by alcoholism, emotional problems, family discord, drug dependence, stress, financial or legal trouble, or other personal problems.

C. The existence of and/or participation of a member in the Member Assistance Program will not prevent discipline and/or termination of the member for acts of misconduct whether or not related to the existence of a problem for which the member is utilizing the Member Assistance Program.

D. If a member is referred to EAP, he/she shall attend at least one (1) session at the referred agency.

ARTICLE 28

During the term of this collective bargaining agreement, August 1, 2011 through July 31, 2013, the Board agrees that it will not outsource bargaining unit work.

ARTICLE 29

Miscellaneous:

A. Savings Clause:

Should any provision of this Agreement be found to be in violation of any Federal, State, or Municipal Law, or Order by a Court of competent jurisdiction, or Federal or State Administrative Ruling, all other provisions shall remain in full force and effect for the duration of this policy. Any provisions in this Agreement found to be in violation will be discussed and resolved by a meeting of the Assistant Superintendent for Human Resources and OAPSE, Local 711.

B. Complete Agreement:

This Agreement supersedes and cancels all previous Agreements, whether verbal or written or based on alleged past practices, between the school district and the Association and constitutes the entire Agreement between the parties.

C. Closure:

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understanding and agreements arrived at by the parties after the exercise of the right, constitutes the entire contract between them and settles all demands and issues on the matters within the scope of negotiations.

ARTICLE 30

Union Rights:

A. Bulletin Board/In-House Mail:

OAPSE, Local 711 will be allowed to place a bulletin board for its exclusive use in a space provided by the Transportation Supervisor. This bulletin board shall be provided and installed by the Association at its own expense. This board shall not carry any data of a negative nature regarding the employer.

B. The Union President shall have the right to use the following: fax machine, telephone, copier, and school mail. The Union will reimburse the Board for any reasonable costs associated with this. Such use shall not unreasonably interrupt the normal operations of the District.

C. Conference:

The release of personnel to serve as official delegates to the Annual OAPSE Conference will be limited to one (1) delegate for each one hundred (100) members, or fraction thereof, of the Union and the Union President. The number of days without loss of pay shall be limited to no more than five (5) days annually. In addition, this privilege shall be extended to any State Office holder in the local OAPSE Union. Notification of delegate status and intent to attend said meetings shall be presented to the Superintendent or his/her designee at least two (2) weeks prior to the meeting date.

ARTICLE 31

Term of Agreement:

This Agreement is the complete Agreement between the parties and shall be in full force and effect from August 1, 2011 through July 31, 2013. All items are complete for the entire term of the Agreement.

In witness thereof, the parties hereto have set their hand this 6th day of December 2011.

REPRESENTATIVES FOR BUS DRIVERS, AIDES, & UTILITY WORKERS, LOCAL #711 OF THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

HAMILTON CITY SCHOOL DISTRICT BOARD OF EDUCATION

President Local #711

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Board President

Treasurer

EXHIBIT A

KEN BROCKMAN	-	DRIVER
HENRY GRAY	-	DRIVER
CHRISTINE HORNSBY	-	AIDE

Hamilton City School District
OAPSE #711
Salary Schedule
Effective August 1, 2011 through July 31, 2013

ARTICLE 25
COMPENSATION

HOURLY RATE:

Step	Bus Drivers Utility Worker	Bus Aides
1	14.11	11.97
2	14.30	12.64
3	14.56	13.27
4	15.31	13.96
5	16.05	14.57
6	16.79	15.21
7	17.50	15.81
8	18.25	16.43
9	18.97	17.01
10	19.74	17.66
14	19.93	17.86
17	20.15	18.08

All employees will remain on their current step through July 31, 2013.