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AGREEMENT BETWEEN

GREEN LOCAL  
BOARD OF EDUCATION

*Wayne County*

AND THE

OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES AND ITS

LOCAL #665  
GREEN LOCAL BUS DRIVERS

July 1, 2009 through June 30, 2012

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## ARTICLE 1 – RECOGNITION

- 1.1 The Green Local Board of Education (Wayne County), hereinafter referred to as the "Board," recognizes the Ohio Association of Public School Employees, AFSCME/AFL-CIO, and its Local #665, hereinafter referred to as the "Union," as the sole and exclusive bargaining agent for all regular bus drivers, hereinafter referred to as "employees."
- 1.2 The following are excluded from the bargaining unit:
- Transportation Supervisor
  - Substitute Drivers

## ARTICLE 2 – GRIEVANCE PROCEDURE

- 2.1 A grievance is any complaint alleging a violation, misapplication, or misinterpretation of a specific term of this agreement. A grievant shall be defined as an employee, a group of employees, or the Union filing a grievance.
- A. If a grievance is not filed, in writing, within fifteen (15) working days after the act or condition on which the grievance is based, the grievance will be considered waived.
- 2.2 Grievance Procedure

### Step 1:

The person who has a grievance will discuss the problem with the person(s) involved and make an effort to resolve the problem. If no agreement is reached within five (5) working days, the grievant shall then put the complaint in writing and present it to the immediate supervisor. Within ten (10) working days after formal presentation of the grievance, the supervisor or designee shall give an answer, in writing, to the grievant.

### Step 2:

If the grievance is not resolved in Step 1, the grievant may within ten (10) working days of receipt of the supervisor's answer, appeal the grievance to the Superintendent. The Superintendent, the Grievant, and the Union Representative(s), if requested by the grievant, shall meet to attempt to resolve the issue. A copy of the grievance and responses shall be provided to the OAPSE Local President if the Union Representative is not present for the meeting. The Superintendent shall give the grievant an answer, in writing, no later than ten (10) working days following the Step 2 meeting.

### Step 3:

If a satisfactory disposition of the grievance is not made as a result of the procedure provided in Step 2, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the Federal Mediation and Conciliation Services. Such appeal must be taken within fifteen (15) working days from the date of the receipt of the Superintendent's response as provided in Step 2 by filing

arbitrate to the Superintendent. Arbitration shall be filed within thirty (30) days of the written notice unless mutually waived by the Superintendent and the OAPSE Local Representative.

### 2.3 Time Limit

The number or days indicated at each step of the Grievance Procedure shall be a maximum unless extended by mutual agreement.

- A. If the time limits are not met by the administration, the grievance shall be processed to the next step in the grievance procedure.
- B. If the time limits are not met by the grievant, the grievance shall be considered resolved, based on the decision of the previous step.

### 2.4 Power of the Arbitrator

- A. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- B. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted, or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator's decision shall be advisory only.
- C. The cost of the arbitration shall be paid by the losing party.

2.5 A grievant shall have the right to be represented by the Union at all steps of the grievance procedure.

2.6 All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.

2.7 Resolution of the grievance at any level shall apply to the stated grievance only.

## **ARTICLE 3 – SENIORITY AND JOB BIDDING. PROCEDURE (2009)**

3.1 Seniority is defined as the length of an employee's continuous service with the Board, dating from the employee's first day of work in a bargaining unit position. Authorized leaves of absence do not constitute a break in continuous employment; however, time spent on an unpaid leave for other than medical reasons shall not be counted in computing seniority.

In the event two (2) or more employees have identical dates of hire, tie breaking shall be based on:

- A. Date of Board of Education meeting where employment is acted on (earliest date shall prevail).
- B. Drawing of lots with Board and Union representative present.

- 3.2 A vacancy is defined as an opening in a bargaining unit position that the Board intends to fill resulting from:
- A. A successful bid to another bargaining unit position
  - B. A transfer out of the bargaining unit
  - C. Creation of a new position
  - D. Resignation
  - E. Retirement
  - F. Termination
  - G. Death
- 3.3 Whenever a vacancy occurs, a vacancy notice shall be posted at the bus garage for a period of five (5) working days. The notice shall contain a description of the position, the salary, the special requirements and the deadline for submitting a bid. If a vacancy occurs during the summer recess, winter break or spring break, a copy of the posting will be posted in the Bus Garage and emailed to OAPSE bargaining unit members with active school email accounts.
- 3.4 Employees interested in the vacant position shall submit a bid to the Transportation Supervisor within the five (5) day posting period.
- A. Employees desiring to bid must submit their bid in writing to the Transportation Supervisor.
- 3.5 The position shall be awarded by the Superintendent to the bidder with the greatest seniority, provided that the applicant meets all the special requirements of the position as posted.
- 3.6 The Union shall be notified of the position award within (20) calendar days after the posting closes and the expected timeline for filing the position.
- 3.7 Openings for non-bargaining unit positions shall be provided via email to the OAPSE Local President for posting in the Bus Garage. The award of a non-bargaining unit position is not covered by this Agreement and shall not be grievable.

#### **ARTICLE 4 – LAYOFF AND RECALL PROCEDURE**

- 4.1 If the Board determines it is necessary to reduce the number of employees because of lack of funds or lack of work, the following provisions shall govern such layoff.
- 4.2 In the event of a planned reduction in force, the Board shall notify the Union at least thirty (30) calendar days before any layoffs take effect. Within seven (7) calendar days of such notification, a meeting shall be scheduled between the Superintendent and the Union to review the reasons for the layoff, the affected employees and the date of layoff.
- 4.3 Employees shall be reduced in the order of seniority, with the least senior employee laid off first.

- 4.4 Any employee laid off shall have recall rights for a period of three (3) years. An employee, who resigns, declines an offer to be recalled, or fails to respond to an offer to recall within the time limits of this article, shall lose all recall rights.
- 4.5 The laid off employee shall be responsible for providing the administration with any change in his/her mailing address and telephone number (if available). In the event of a recall, the employee being recalled shall be notified by registered mail and shall have fourteen (14) calendar days from receipt of such notice in which to respond.
- 4.6 When a vacancy occurs and no employees have bid on the position, the senior laid off employee shall be recalled. No new employees shall be awarded a position in the bargaining unit until all laid off employees have been recalled or declined an offer for recall.
- 4.7 Laid off employees shall retain all seniority rights accrued at the time of layoff.
- 4.8 Laid off employees shall be given the first option for substitute work as bus drivers.

#### **ARTICLE 5 – EMPLOYEE RIGHTS**

- 5.1 Disciplinary actions shall include verbal reprimands, written reprimands, suspension with or without pay, and termination. Disciplinary action will be for just cause.
- 5.2 The Board agrees that all disciplinary procedures shall be carried out in private and in a business like manner. Any employee in disagreement with the action taken by the Board may file a grievance. Such grievance shall go directly to Step 2 of the grievance procedure.
- 5.3 Whenever the Board determines that there may be cause for an employee to be suspended or discharged, a pre-disciplinary conference will be scheduled. The affected employee may elect to have a representative of the Union present at such conference. An employee may also elect in writing to waive the opportunity to a pre-disciplinary conference.
- 5.4 No employee shall be discriminated against by the Board or the Union on the basis of sex, race, age, nationality, union affiliation, or political beliefs.
- 5.5 The provisions of this Article are intended to supercede and replace the provision of R.C. 3319.081.

#### **ARTICLE 6 – ALCOHOL/DRUG TESTING (2009)**

##### 6.1 Rationale

The Green Local Board of Education is committed to providing a safe and efficient student transportation system. Qualified and certified bus drivers who understand and practice safe driving are a critical component of that system. The safety, operational efficiency, productivity and quality of the student transportation system are adversely affected when bus drivers employed by the Board abuse drugs, alcohol, prescription medications and controlled substances. Such illegal abuse is not in the best public interest

of the school district. In order to comply with the provisions of law and regulations and with the standards set by the State Board of Education, and to maintain public safety, operational efficiency and service in its student transportation system, the Board will employ and retain only those qualified bus drivers who:

- A. Meet all of the requirements necessary to possess a commercial driver's license;
- B. Hold a current certificate issued by the Tri-County Educational Service Center;
- C. Comply with all provisions of their job description and the policies of this Board;
- D. Comply with all laws and regulations applicable to drug and/or alcohol testing.

## 6.2 Alcohol-Drug Testing Process

- A. Districts may include drug education awareness training as part of regular district in-service programs for all transportation employees. The Board's testing policy and drug free work place policy shall be given to affected employees. The employee shall sign a proof of receipt. All laws and regulations applicable to drug and/or alcohol testing of employees shall be followed.
- B. The supervisor who makes the determination that "reasonable suspicion" exists to test employees shall create a written report setting forth the specific observations relied upon to order the test. The supervisor that makes the determination cannot also conduct the alcohol test.
- C. Random testing will be done during scheduled work time, and the employee shall be given at least one (1) hour to report to the testing facility. Employees shall be paid their regular wage for time beyond scheduled work time.
- D. The same laboratory shall be used for all testing except as specified in subsection "G" below. Upon request, the name of the laboratory shall be provided to the OAPSE office at the beginning of each school year:
- E. Employees have a right to a hearing in order to provide the employee an opportunity to dispute any information and for the employer, prior to suspending the employee and/or ordering referral to evaluation, to provide an explanation. The employee is entitled to written charges and to union representation.
- F. The substance abuse professional (SAP) shall be selected by the employee. The SAP shall be State licensed as a substance abuse professional.
- G. If the employee disputes a positive test result, he/she may request a split specimen testing within seventy-two (72) hours from the time of notification at Board paid expense. The test would be done by a different laboratory and the GC/MS test would be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72 hour period.
- H. If the first specimen tests positive and the second specimen tests negative, the second test will be deemed to be the official result of the drug test.

- I. Any and all costs incurred by Board required drug-alcohol testing shall be paid by the Board.
- J. If the employee tests positive at the current legal level on the alcohol and/or drug test, he/she will be suspended without pay until completion of assessment and any treatment recommended as a result of the assessment. At the conclusion of the assessment and/or treatment, the Superintendent may reinstate the employee to his/her original position. All laws and regulations applicable to follow-up and random drug and/or alcohol testing shall be followed.
- K. The cost of referral, assessment, rehabilitation, and/or treatment will be borne by the employee unless covered by insurance.
- L. An employee who tests positive for alcohol and/or drugs a second time or at anytime who refuses to be tested shall be immediately terminated.
- M. If the employee tests positive at the current legal level on the alcohol test disciplinary action, if any:
  - 1. Shall be governed by 3319.081 O.R.C. and not under the terms of the collective bargaining agreement; or
  - 2. May result in the employee being suspended without pay for up to three (3) days at the Superintendent's discretion.
- N. The employee must present to the Superintendent written evidence of completion of assessment and or treatment.
- O. The provisions of this article shall not be subject to the grievance procedure.

**ARTICLE 7 – PERSONNEL FILES**

- 7.1 Personnel records shall be filed in the administration building. Each employee shall have the right to review the contents of his/her own personnel file. A representative of the Union may, at the employee's request, accompany the employee in such review. The review will be made in the presence of the Superintendent or his/her designee.
- 7.2 Any employee can request to see and will be permitted to examine his personnel file, so long as the employee does not remove any article from the file. An employee may receive copies of any information in the personnel file except as limited herein.
- 7.3 Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall in the presence of the employee's authorized representative remove such credentials and confidential reports from the file prior to a review of the file by the employee.
- 7.4 Any employee receiving a written reprimand, or notice that may be put in his file and that may be used in any disciplinary action procedures, and is of a disciplinary nature shall be

given a copy of said written notice or reprimand indicating that this record will be held in his/her file.

- 7.5 Anonymous letters and materials shall not be placed in an employee's file nor shall they be made a matter of record.
- 7.6 Evaluations will be placed in the employee's file after a copy has been given to the employee. Employees shall have the right to discuss or rebut the evaluation with the evaluator.

### **ARTICLE 8 – EMPLOYEE CONTRACTS**

- 8.1 In accordance with O.R.C. 3319.081:
  - A. Newly hired employees shall enter into written contracts for their employment which shall be for a period of not more than one (1) year. If such employees are rehired, their subsequent contract shall be for a period of two (2) years.
  - B. After the termination of the two year contract provided in division (A) of this section of the contract if an employee is renewed, the employee shall be continued in employment.

### **ARTICLE 9 – LEAVE PROVISIONS (2009)**

#### 9.1 Personal Leave

- A. Each employee shall be granted three (3) days of personal leave per school year. Such leave shall be non-cumulative. Personal leave shall be used in one-half (1/2) day or full day increments.
- B. The days may be used only for the following reasons:
  - 1. Accidents or catastrophe involving family or property
  - 2. Court appearance as litigant or witness
  - 3. Observance of religious holidays where total abstinence from work is required
  - 4. Attendance at graduation exercises honoring the employee or member of the immediate family
  - 5. Wedding of members of the employee's immediate family
  - 6. Death of a relative or close friend not covered by sick leave
  - 7. Arranging for the purchase or sale of the employee's residence
  - 8. Appointment with an attorney, when such appointment cannot be made at other than regular school day
  - 9. Other urgent personal business which cannot be conducted outside regular working hours.
  - 10. College registration for dependent children when it cannot be done at any other time
  - 11. Arrangements for health and medical care, legal matters, and/or the purchase or sale of a residence for an immediate elderly or disabled family

member or elderly or disabled person under the employees care. This is not meant for routine doctor or medical appointments as covered under the sick leave provision.

12. Other reasons or requests that need Superintendent approval.
- C. For purposes of personal leave, immediate family is defined as: mother, father, spouse, son, daughter, stepchildren, son-in-law, daughter-in-law, grandchildren, grandparents, mother-in-law, father-in-law, foster parents, stepparents, sister/brother-in-law, brothers, sisters or any other person residing in the employee's household.
- D. None of the leave policies shall be used for job applications or for other employment. With the exception of emergency days, prior approval is necessary. All the requests will be submitted to the supervisor and to the Superintendent no less than five (5) days, except for emergencies prior to the time these days are to be used.

The Supervisor or Superintendent shall give response with approval or denial 24 hours before the leave is scheduled to commence.

- E. The days shall be restricted based on the following:
  1. A limit of two employees working under this contract will be granted personal leave on any one (1) day.
  2. Personal days shall not be used for the purpose of extending a holiday or vacation period.
  3. Personal leave shall not be taken the first five (5) work days of a new school year or the last five (5) days of the school year as established by the Green Local calendar, emergencies accepted.
  4. The Superintendent has a right to waive restrictions without setting precedence.
- F. Unused personal leave will be converted at the end of each fiscal school year to an employee's accumulated sick leave balance on the following basis:
  1. If an employee uses no personal leave days in a school year, two (2) days will be added to the employee's accumulated sick leave.
  2. If an employee uses one (1) personal leave day, or any fraction thereof, in a school year, one (1) day will be added to the employee's accumulated sick leave.
  3. If an employee uses more than one (1) personal leave day in a school year, no days will be added to the employee's accumulated sick leave.

## 9.2 Sick Leave

Each employee shall be entitled to fifteen (15) days sick leave with pay for each year of service which will be credited at the rate of one and one fourth (1¼) days per month. Sick leave shall be used in one-half (1/2) day or full day increments.

Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury, or death in the employee's immediate family. Unused sick leave shall be accumulated for a period of time that an employee works for the Board of Education up to a limit of two hundred sixty (260) days or consistent with other negotiated agreements in Green Local.

Immediate family is defined as: mother, father, step-parents, spouse, son, daughter, stepchildren, son-in-law, daughter-in-law, grandchildren, grandparents, mother-in-law, father-in-law, foster parents, stepparents, sister/brother-in-law, brothers, sisters or any other person residing in the employee's household.

### 9.3 Assault Leave

- A. Any bargaining unit employee who is injured or temporarily disabled due to an unprovoked assault arising from their employment shall be entitled to a paid leave of absence from employment.
- B. Assault leave shall not be charged to sick leave or any other leave of absence.
- C. Duration of assault leave shall be a maximum of thirty (30) working days.
- D. Assault leave may not be granted under this policy unless the employee in question:
  - 1. Has a signed, written statement justifying the granting and use of assault leave.
  - 2. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.
  - 3. Agrees to file a criminal complaint at the request and/or approval of the Superintendent.

### 9.4 Child Care Leave

Notwithstanding an employee's right to use sick leave due to pregnancy, an employee may take an unpaid leave of absence for up to three hundred and sixty five calendar days for medical reasons relating to pregnancy and/or for the purpose of child rearing following pregnancy. An employee on child care leave may continue to receive all Board paid benefits at the employee's expense.

### 9.5 Leave without Pay

Each employee may request leave without pay for specified reasons. Such requests shall be subject to approval by the Superintendent prior to the leave being taken, which decision shall not be subject to the provisions of Article 2, Grievance Procedure. Unpaid days may not be taken the first or last five (5) days of school. It is understood that leave

without pay may not be taken for the purpose of recreation (including but not limited to family trips/outings), vacation and/or to pursue employment outside the District.

9.6 Extended Unpaid Leave

After exhausting all accumulated sick leave, any employee who is unable to perform satisfactorily the duties of his/her position because of personal illness or other documented disability, shall be granted a leave of absence without pay or benefits for the remainder of the school year or up to two (2) full school years. Such leave of absence shall be granted either upon written request of the employee or upon the recommendation of the Superintendent.

Application for leave shall be made in writing by the employee and submitted to the Superintendent. The application for illness or disability leave of absence or a renewal thereof shall be accompanied by a statement from the attending physician stating the nature of the illness or disability, unless such statement is waived by the Superintendent.

Termination of leave of absence before its expiration date provided the request for termination is made in writing by the employee to the Superintendent and that the request is accompanied by a statement from the attending physician, recommending return to duty, shall be at the discretion of the Superintendent and in accordance with the needs and interests of the schools.

9.7 Worker Compensation and Benefit Entitlement

Any employee who is injured on the job and receiving worker's compensation will continue to receive all insurance benefits with the Board maintaining its share of the contribution for a period not to exceed six (6) months.

9.8 Return to Work After Leave

Upon return to work from an approved leave, should the employee not be returned to the same position held prior to the leave, he/she shall be assigned to a position of equal or more pay.

9.9 OAPSE Leave

When the days of the Annual OAPSE Conference are scheduled on a working day, up to two (2) bargaining unit members, designated by the union, may attend such meetings. An employee delegate shall make written request to the Superintendent at least two weeks in advance of the meeting.

- A. Attendance will be approved so long as substitute drivers are available to cover the employee/delegates' routes.
- B. Attendance at any and all such meetings shall be limited to four (4) total days per school year.
- C. The Board of Education will pay salary of substitute(s) for said employee(s).

- D. The employee delegate shall be entitled to the use of personal leave or leave without pay (Section 9.5) for such meetings.
- E. The Board of Education will not pay any part of expenses of the said employee attending such a meeting.

**ARTICLE 10 – HOLIDAYS**

10.1 Employees shall receive the following paid holidays:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Presidents Day	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

**ARTICLE 11 – SEVERANCE PAY (2009)**

11.1 All employees who have been approved by the School Employees Retirement System of Ohio to receive retirement benefits, who notify the Board in writing and who elect to retire, will receive a lump sum payment equal to one fourth (¼) the number of days of unused sick leave.

The rate of pay shall be based on the employee's average daily rate at the time of retirement. The average daily rate shall be based upon the days worked in the school year in which the employee retires. Payment shall be upon presentation of evidence of retirement payment from SERS. Evidence of retirement payment from SERS must be made within 90 days of effective date of retirement.

Payment of severance pay will be made to the employee in one (1) lump sum from the school system upon retirement, consistent with IRS requirements. (Employees are expected to comply with current IRS regulations. At the time of adoption IRS required that any income be reported in the year it was first available. That means an employee would be taxed on his/her severance pay the year he/she retires.)

The employee must have a minimum of ten (10) years of service with Green Local Schools to be eligible for severance pay.

**ARTICLE 12 – HOURS OF WORK AND OVERTIME (2009)**

12.1 The regular work week is Monday through Friday. Hours paid for sick leave, personal leave, holiday leave, calamity day, and severance shall be calculated based on average hours worked on regular routes.

12.2 All employees shall receive one and one half (1½) times their hourly rate for any hours above forty (40) hours in any one week. A week is to be defined as Sunday through Saturday.

- 12.3 Drivers shall retain their routes from year to year. Should any route have a time adjustment in excess of thirty (30) minutes per day above or below the time for sixty (60) consecutive days from September 30, 2006 that route will be subject to re-bid upon written request of a bargaining unit member. All routes may be affected by the rebidding process. A re-bid shall set a new base route time.
- 12.4 Minimum Call Time: Any employee called into work outside of their regular scheduled hours shall receive a minimum of one (1) hours pay.
- 12.5 Bus Cleaning & Inspection: The interior of the bus shall be swept daily at the end of each day by the driver. Each driver shall receive fifteen (15) minutes per day for bus inspection and clean up. Bus inspection is to include lights, tires, oil, fuel, gauges, belts, seats for damage, body scratches, dents, and to ensure that all students have exited the bus.
- A. The driver shall fill out an inspection form made in triplicate to record all reports and repairs. All copies will be signed and dated. The driver will retain a copy; the Transportation Supervisor will receive two copies. Once the repairs are complete the supervisor will sign both copies and return one back to the driver. A disposition of the repair will attempt to be given to the driver within two weeks. Repairs shall be done within a reasonable amount of time.
- 12.6 The Board shall provide for each driver's successful annual physical examination at the expense of the Board. The employer agrees to request drivers' abstracts and cover the cost of obtaining same when they need them.
- 12.7 Calamity Days: Eligible employees shall be paid their appropriate rate of pay for the first five (5) days schools are closed due to an epidemic or public calamity. Eligible employees shall not be paid for any days beyond five (5) days when schools are closed due to an epidemic or public calamity, but will be paid their regular rate of pay on the make up days if and when make up days are required. Eligible employees shall receive their full pay when schools are closed parts of days.
- 12.8 Bus drivers shall be compensated at the regular rate for required paper work. (e.g. State Transportation reports, route reports, etc.) to a maximum of five (5) hours annually. Drivers with a mid-day Kindergarten route shall be permitted up to seven (7) hours annually to complete required paperwork. Paper work must be current at all times.
- 12.9 Employees who agree to work on Sunday shall be compensated at the rate of time and one half (1½), extra trip rate, for such hours worked.
- 12.10 A route is the regular daily assignment of the transportation of students to and from the schools in the morning and afternoon.
- 12.11 A kindergarten and/or preschool route is the regular daily assignment of the transportation of kindergarten students and/or preschool students separate from the routes defined in 12.10. Routes will be re-bid at the beginning of this contract.

- 12.12 Regular bus drivers will be offered van routes that are designed to transport students to and from school on a daily basis. Drivers may not give-up all or part of an existing route they have in order to take van routes. Compensation shall be at the driver's regular hourly rate. All Department of Transportation requirements will be followed, and van trips/routes will be offered to the bus drivers first. This section shall not pertain to FFA trips.
- 12.13 Any assignment given to a driver, not otherwise covered in this Article, that does not involve the transportation of children will be paid at the extra trip rate.

**ARTICLE 13 – EXTRA DRIVING ASSIGNMENTS (2009)**

- 13.1 An extra trip is defined as any transportation of Green Local School District students other than routes driven on a regular basis Monday through Friday.
- 13.2 All extra trips will be offered to the regular drivers. If no regular driver accepts the extra trip, it will be offered to a substitute.
- 13.3 A. Anyone who must or chooses to pass over a trip due to any regular job assignment must wait until their next regular turn in the rotation to be eligible for an extra trip. Drivers not present may bid via proxy by providing written notice to the Transportation Supervisor.
- B. If a trip is cancelled and rescheduled, the driver that had the trip has the right of first refusal (this shall not move the seniority pin). Otherwise the trip shall be assigned as defined in 13.3D.
- C. All available trips will be given out on a four week cycle.
1. There will be a meeting every two (2) weeks on Tuesday at 1:50 p.m. at the bus garage to give out trips.
- In the event the regular meeting falls on a holiday it shall be held at 1:50 p.m. the last working day prior to the holiday. All available trips will be given out through the next regularly scheduled meeting.
- In the event the meeting falls on a calamity day it shall be held on the next workday at 1:50 p.m.
2. All trips will be made available at the beginning of each meeting. The first driver on the seniority list at the beginning of the meeting shall pick one trip of all available trips per rotation, then the pin shall be moved through the list with all drivers selecting one trip per rotation from all available trips that are given out. The next meeting shall begin with the top of the rotation list.
3. A summary shall be posted at the end of each month of each extra trip that has been driven. The summary shall include the date, bus number, driver,

beginning time and ending time of the trip and location of each trip driven.

- D. A late trip shall be defined as any trip that becomes available after the last regularly scheduled two week meeting and is scheduled to leave prior to the next meeting and is not a last minute trip.
1. Late trips will be posted on a late trip board/calendar as often as possible.
  2. Trips will be given out on a one pin system. The pin will move down the seniority list. The pin shall not reset until the beginning of the following school year.
  3. To the extent practicable, trips will be assigned in the order received. Trips will also be date and time stamped in the order that they are received at the Board Office.
- E. Drivers may choose to give up their regular route to take an extra trip.
1. Drivers must plan on giving up whole routes in the morning, afternoon, or all of mid-day kindergarten when giving up routes to take extra trips.
  2. Giving up one-half routes (i.e. only the elementary part of an afternoon route) will not be planned. However, the supervisor does have the right to request drivers to take one-half (1/2) routes if that makes the difference in being able to obtain a sub.
- F. Summer trips will be given in the following manner:
1. At the end of the school year all drivers will notify the Transportation Supervisor as to whether or not they want summer trips. Those that want summer trips will further let the Transportation Supervisor know the period of time they generally will not be available to take trips. The Transportation Supervisor will skip those in rotation that don't want trips or those who would not be available for the time that a trip is scheduled. The pin rotation will be used for all summer trips.
  2. Upon receiving notice of a trip, the Transportation Supervisor will begin calling drivers at the appropriate place in the rotation.
  3. If a driver is not home, the supervisor will leave a message on the answering machine. On calls made before 9:00 a.m. by the supervisor, the driver has until noon to call back. On calls made between 9:00 a.m. and 12:00 p.m. by the supervisor, the driver has until 3:00 p.m. to call back. On calls made after 12:00 p.m. by the supervisor, the driver has until 8:00 a.m. the next morning to call back.

4. Drivers without an answering machine or who do not respond in the time frame above will be passed over and the rotation will go on to the next person.
  5. In the event that a trip comes in at late notice (24 hours or less), the supervisor will eliminate the opportunity for drivers to call back and indicate such on an answering machine message to the driver.
  6. The supervisor will keep a log of calls made where there is no answering machine or when messages left on a machine bring no response.
  7. In all situations above, the pin will continue to move through the rotation of those available for summer trips.
- G. Shuttling extra trips would be permitted if a regular driver can take an extra trip and fulfill a regular job responsibility by doing so.
1. The driver would not be double paid, but would get regular rate for the regular job instead of the extra trip rate.
  2. Both the driver and the administration would have to agree.
  3. The same regular driver would both take and pick the extra trip that was shuttled.
- H. Substituting for kindergarten routes and the 5 o'clock activity route will be given out by seniority. The bus supervisor shall start at the top of the seniority list each time a substitute is needed. Drivers who are not interested in subbing for these routes and notify the supervisor of such, will not be called.
- 13.4 Extra trips are not to be bargained or traded.
- 13.5 On occasion, extra trips may become available at the "last minute" that may require a deviation from the agreed to method of distributing extra trips. In such cases, an attempt will be made to offer "last minute" trips to the drivers by seniority rotation; however, the employer is held harmless for any grievance if the trip is a "last minute" trip. A "last minute" trip is defined as a trip that comes in after 3:00 p.m. and is scheduled to leave the next day. It is further understood that all employees be notified to give at least a six (6) hour notice (when possible) when canceling a trip to avoid "last minute" trip situations. Drivers should attempt to contact the supervisor and/or field trip scheduler and if they can't be reached they should then contact the Superintendent. If a department or individual repeatedly turns in a "last minute request" for extra trips, the parties agree to meet to attempt to resolve the "last minute request."
- 13.6 Any employee showing up to the garage and/or taking an extra trip will be paid for a minimum of one (1) hour at the extra trip rate.

- 13.7 When a trip is turned down in the rotation, the Supervisor and/or field trip scheduler may use their discretion in filling it, by making a request to a regular driver outside the rotation system.

#### **ARTICLE 14 – PAYROLL DEDUCTIONS (2009)**

- 14.1 The Board shall deduct dues from the pay of employees that are members of the Union upon receipt of written authorization cards executed by the employee for that purpose and bearing his/her signature. Any employee shall have the right to revoke such authorization by giving written notice to the president of the local union during the ten (10) calendar days prior to the expiration of this agreement.
- 14.2 Payroll deductions shall be forwarded to the Treasurer of the State Association within thirty (30) days after the deductions are made along with an accounting as to each amount withheld and from whom it was deducted.
- 14.3 Such deduction shall be made in eighteen (18) equal biweekly installments.
- 14.4 The Treasurer of the Union shall notify the Treasurer of the Board each August as to the amount of dues to be deducted from each member for the upcoming school year.
- 14.5 All employees to be paid during the nine (9) month period as money is earned.
- 14.6 Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees of 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 fee 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 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.
- 14.7 The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. 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 Board and the Union. The Board 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. The individual pledge will be deducted from each pay and will be sent to OAPSE.
- 14.8 Electronic deposit will be required of all bargaining unit members.

#### **ARTICLE 15 – INSURANCE (2009)**

- 15.1 District health insurance coverage will be available to the four (4) most senior employees in the bargaining unit who drive a regular route, as defined in Section 12.10 of this

Agreement. Insurance benefits shall be the same as provided to other employees of the district, including opt-out. A schedule of benefits is available upon request from the Treasurer's Office.

- 15.2 Any changes in carrier will be given in written form to the President of the bus drivers' union.
- 15.3 The Board of Education is to select the carrier or carriers.
- 15.4 All bargaining unit members, beyond the four (4) most senior, shall be deemed eligible for health insurance coverage and may participate in the Board's plan by paying the full cost of health insurance premiums charged to the Board. Bargaining unit members who are deemed eligible under this section are not eligible for opt-out.
- 15.4 For purposes of Section 15.1, seniority is defined in Section 3.1. The Treasurer shall annually provide the OAPSE President with an updated seniority list. The OAPSE President shall provide written notice of any requested corrections or challenges by September 1.

**ARTICLE 16 – WAGES (2009)**

- 16.1 The following salary schedule shall be in effect from 7-1-09 to 6-30-10.
- 16.2 Salary Schedule:

<u>Step</u>	
0	15.10
1	15.34
2	15.59
3	15.82
4	16.05
5	16.34
6	16.51
7	16.73
8	16.96
9	17.16
10	17.39
11	17.59
12	17.84

- 16.3 Extra trip rate shall be 80% of the driver's regular rate of pay. Shuttling may be used for purposes of allowing a regular driver to take an extra trip and still run his/her regular routes. Such shuttling shall be agreed to by the driver and the bus supervisor. Other shuttling shall not be used. It is understood that shuttling opportunities will be offered by the rotation procedure and will not be unreasonably denied.

- 16.4 OAPSE members will receive the same percentage increase that a GLEA employee received calculated as of July 1 of each year. Written notification shall be provided to the OAPSE Local President by June 15 or each year or as soon as known.
- 16.5 When a driver is required to re-certify, all fees shall be paid by the Board of Education.
- 16.6 When drivers are required, or requested, to attend in-service meetings as approved by the Superintendent, they shall be compensated at the regular rate for all the actual time attended.

#### **ARTICLE 17 – NEGOTIATIONS PROCEDURE (2009)**

- 17.1 Negotiations under this agreement may be initiated by either party upon written notice to the other party at any time after one hundred-twenty (120) days prior to the expiration of the agreement.
- 17.2 The parties shall meet at times and places agreed upon at the first negotiations meeting. Times and places of subsequent meetings may be changed by mutual consent of both parties. All meetings shall be held in executive session. The agenda shall be closed after the second meeting.
- 17.3 The Board and the Association shall be represented at all negotiations meetings by negotiating teams not to exceed four (4) members each. The OAPSE Field Representative and the Board's legal counsel shall not count toward the total of four (4) members of the party's negotiating team.
- 17.4 Impasse Procedure: In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse. If, after forty-five (45) days, all issues have been discussed and no tentative agreement has been reached, either party may declare impasse. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service (FMCS). The assigned mediator has the authority to recommend but not to bind either party to any agreements.

#### **ARTICLE 18 – BOARD RIGHTS CLAUSE**

- 18.1 Unless the Board agrees otherwise in the collective bargaining agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing, all the rights identified in O.R.C. 4117.08. These include the right to:
  - A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as its functions and programs, standards of services, its overall budget, utilization of technology, and organizational structure.
  - B. Direct, supervise, evaluate, or hire employees;

- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, processes, means, or personnel by which operations are to be conducted.
- E. Suspend, discipline, demote, or discharge employees;
- F. Layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the school district;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the school district as a governmental unit.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement.

#### **ARTICLE 19 – LABOR/MANAGEMENT COMMITTEE (2009)**

- 19.1 Two (2) representatives from each party to this agreement to meet and discuss topics of interest, including evaluation of routes as needed, and other topics of concern with respect to the best interest of the school district and the employees of the district. The committee will meet monthly or as needed and the meetings will last no longer than two (2) hours, unless agreement to extend is made by a majority vote. For purpose of pay, reimbursement will not exceed two (2) hours at the regular route pay. The OAPSE Field Representative may attend one (1) meeting per school year.

#### **ARTICLE 20 – RT 30 RAIL ROAD CROSSING**

- 20.1 Due to the exempt status of the rail road crossing in Wooster on Route 30, the parties should be held harmless by not having to stop at this crossing. This Agreement is only for this crossing and any and all other laws apply as written in the Ohio Revised Code or laws governing school bus transportation.

#### **ARTICLE 21 – DUAL EMPLOYMENT**

- 21.1 Bargaining unit members shall be able to apply for additional employment within the school district.
- 21.2 An employee's normal work day, excluding field trips or extra runs, shall not exceed eight (8) hours per day.

## **ARTICLE 22 – COMPLAINT PROCEDURE**

- 22.1 A complaint from a parent or member of the general public which arises from a unit member's performance of duties as an employee of the Board shall follow Board policy on Public Complaints and Grievances.

## **ARTICLE 23 – PROFESSIONAL DEVELOPMENT**

- 23.1 The Board shall pay for the cost of approved recertification training classes.
- 23.2 Upon approval of the Transportation Supervisor/Superintendent, a bus driver may attend advanced training, and the Board will pay for the cost of the advanced training course.

## **ARTICLE 24 – UNION RIGHTS (2009)**

- 24.1 The Association or any committee thereof, is authorized reasonable use of the school's email (in accordance with the Board's acceptable use policy applicable to technology), mail and mailboxes in order to communicate with bargaining unit members. All such use shall be limited to non-work hours.
- 24.2 The Local Union President shall, on unpaid time, be permitted to transact official Union business on school property at reasonable times, provided that this does not interfere or interrupt normal school operations. Such representative shall have approval of Building Administration or Supervisor, to be allowed to leave the area to take care of such matters.
- 24.3 The Union has the right to use school buildings without cost, at reasonable times for meetings with advance notification to and the approval of the Superintendent. The Union shall follow established building use procedures.
- 24.4 A representative of the Union will be invited to participate on district-wide committees established by the Superintendent or the Board when bargaining unit members/building representatives from any other local will be asked to serve on such committee(s).
- 24.5 The Union shall be permitted time to communicate with Bargaining Unit Members regarding Union Business/benefits at in-services as they occur.
- 24.6 A Union representative shall be permitted to speak with new employees for a period of no more than thirty (30) minutes to discuss Union Membership and Benefits. This meeting shall take place on unpaid time, in private, and on the new employees' first day of work or at the next most reasonable opportunity.
- 24.7 OAPSE will be permitted continued use of the bulletin board in the bus garage. This board shall be used by the union to communicate with bargaining unit employees. Such communications, notices and other materials shall not contain any disparaging comments about the Board of Education or any district employees. The Board reserves the right to remove any item it determines to be offensive and/or inappropriate for the workplace and shall promptly notify a union representative regarding the removal of any such materials. Any employee who disagrees with the administration's decision shall be entitled to file a

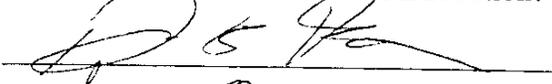
grievance. Posting of union rights, union meetings and seniority lists shall not be removed for any reason.

- 24.8 The Association President or his/her designee shall be emailed/ given a copy of the "Board Meeting Packet" given to the Board members, except those not allowed by law, at the same time it is forwarded to the Board as well as a copy of the meeting's minutes as soon as they are prepared.
- 24.9 The Administration will make reasonable efforts to notify drivers if a student is no longer permitted to participate in school transportation.
- 24.10 The Employer shall provide a safe and healthy work environment.
- 24.11 First Aid and cleaning supplies will be available to bargaining unit members from the Transportation Supervisor.
- 24.12 Bargaining unit members who are required to drive their personal vehicle/travel on behalf of the District will be reimbursed for mileage at the rate of Thirty Cents (\$.30) per mile.

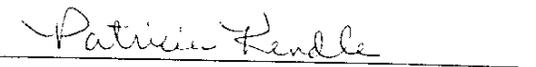
**ARTICLE 25 – DURATION OF AGREEMENT (2009)**

- 25.1 This Agreement is made and entered into by and between the Board of Education of the Green Local School District and the Ohio Association of Public School Employees and its Local #665.
- 25.2 This Agreement shall remain in full force and effect from 12:01 a.m., July 1, 2009 through 12:00 a.m., June 30, 2012. Reopening of negotiations requires mutual consent of both parties and shall follow the procedures in Article 17 sections 17.2, 17.3 and 17.4.

**For the Green Local Board of Education:**

  
\_\_\_\_\_  
*Jamie C. Brown*  
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*Michael H. Brown, Treasurer*  
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**For OAPSE/AFSCME and its Local #665:**

  
\_\_\_\_\_  
*Patricia Kandle*  
\_\_\_\_\_  
*Pamela Hartzler*  
\_\_\_\_\_  
*Michael M. Jylka*  
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*James R. Gelling*  
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