

K# 28457

NEGOTIATED AGREEMENT

STATE EMPLOYMENT
RELATIONS BOARD
2011 NOV 18 P 12:42

between

*The Elida Local School District
Board of Education*

and

*The Ohio Association of Public School
Employees, (OAPSE)/AFSCME Local 4,
AFL-CIO and it's Local #16*

In effect
July 1, 2012
through
June 30, 2014

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Article 1

Recognition and Negotiation Procedure

1.01 Recognition

For the duration of this Agreement, the Elida Local School District Board of Education (the "Board") recognizes the Ohio Association of Public School Employees, (OAPSE)/AFSCME Local 4, AFL-CIO and it's Local #16, (the "Union"), as the exclusive collective bargaining representative of members of the bargaining unit which shall consist of regular full time and regular part time bus drivers and mechanics and which shall exclude certificated employees, the Superintendent, administrators, supervisors, confidential employees, seasonal employees, casual employees, temporary employees, management-level employees, substitute employees, and all other employees of the Board. The "Board" includes all administrators authorized to act on its behalf. The Board and the Union agree to apply equally all provisions of this Agreement to all employees in the bargaining unit without discrimination or harassment as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, or Union activity.

1.02 Management Rights

Except as specifically abridged, delegated, granted or modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the administration, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio, including by way of illustration, management's right to:

- A. Determine matters of inherent managerial policy, which includes, but is not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Hire, assign, direct, schedule, supervise, and evaluate employees;
- C. Maintain and improve the efficiency and effectiveness of school operations;
- D. Determine the methods, processes, means, and personnel by which school operations are to be conducted;
- E. Suspend, discipline, demote, or terminate employees for just cause;
- F. Lay-off, transfer, promote, or retain employees;
- G. Determine the adequacy of work force;
- H. Determine the overall mission of the school district as an educational unit;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the school district;

K. Determine the instructional hours for pupils; and

L. Direct, assign, and schedule pupils.

Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any Board right.

1.03 Procedures for Conducting Negotiations

- A. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures that supersede the procedures listed in Section 4117.14(C)(2)-(6) and any other procedures to the contrary.
- B. Negotiating Teams—The Board, or designated representative(s) of the Board, will meet with the representatives designated by the Union for the purpose of discussion and reaching mutually satisfactory agreements. All negotiations shall be conducted exclusively between said teams. The parties may call upon professional or lay consultants to assist in all negotiations. The expense of such consultants shall be borne by the party requesting them.
- C. Bargaining sessions shall be scheduled so as to not interfere with the work schedules of bargaining unit employees.
- D. Submission of Issues—No earlier than March 31 but no later than April 30 of the year in which this Agreement expires, the Union or the Board must request, in writing, a meeting for the purpose of bargaining a successor Agreement. Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. The Union and the Board at their first meeting shall submit all proposals for discussion in writing. No additional proposals shall be submitted by either party unless mutually agreed by the parties. All necessary and subsequent meetings shall be called at times mutually agreed by the parties.
- E. Negotiations Procedures—Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Union for the purpose of effecting a free exchange of facts, opinions, proposals, and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, such additional meetings shall be held as the parties may require, to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours unless mutually agreed upon and shall be held at a time other than the regular school day.
- F. Caucus—Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

- G. Progress Reports—The parties shall be permitted to distribute news releases either during or at the conclusion of negotiations, provided a copy of the release is given to the other party prior to distribution.
- H. Reaching Agreement—As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. Either party at its discretion may group two or more issues and treat them as a single issue. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Union and the Board for approval. Following approval by the Union and by the Board, the agreement shall become a contract between the parties for the term stated therein.
- I. Resolving Differences—In the event an agreement is not reached through negotiations after full consideration of proposals and counterproposals, either party may declare impasse. If impasse is declared, the parties shall request the services of the Federal Mediation and Conciliation Service. Mediation shall conclude not later than thirty (30) days after impasse has been declared unless the parties mutually agree, in writing, to extend the mediation period. If at the end of those thirty days there is no successor agreement, then the Union may exercise its right to strike upon appropriate notice under Chapter 4117 of the O.R.C. and/or the Board of Education may implement its last offer.

Article 2 Union Rights

2.01 Union Rights

- A. Duly authorized representatives of the Union shall be permitted to transact official Union business pertaining to the bargaining unit on school property provided that this shall not interfere with or interrupt normal work schedules and school programs, and provided, further, that the Union representative has obtained prior approval from and will check in with the Transportation Director or Superintendent. It is further agreed that the Union and its representatives shall be permitted to use school facilities and equipment in accordance with established procedures and Board Policy.
- B. The Board shall assign space on bus garage bulletin board for bargaining unit use. The Union shall have the right to post notices of its activities on the bulletin board.
- C. The Union shall be given each month's official Board minutes, following approval of such minutes, and copies of all minutes of all special Board meetings.
- D. OAPSE elected delegates (not to exceed 2) shall be permitted to attend the OAPSE Annual Delegate Conference for three (3) days without loss of pay (i.e. normal daily duties). The board is not responsible for expenses such as travel, mileage, food, lodging, or registration.

2.02 Seniority List

The employer shall provide to the Union an up to date seniority list of every employee within the bargaining unit on or before the first pay date in September.

2.03 Personnel Files

- A. Personnel files shall be maintained by the Superintendent. An employee and his/her representative shall have the right to review his/her file within five (5) working days of the written request.
- B. An employee shall receive a copy of any documents placed in the personnel file if requested.
- C. An employee may respond in writing to information in his/her file and have the response included in the file. Upon request of the employee, the Employer shall provide copies of the documents.
- D. Anonymous material will not be placed in an employee's file.
- E. No evaluation shall be placed in an employee's personnel file without an opportunity for discussion between the employee and evaluator. Evaluations shall only be based on the observations or knowledge of the evaluator. The employee shall have the right to review an evaluation and to submit a written response which shall be attached to the evaluation.
- F. In the absence of any intervening discipline, discipline action will lose its face value after twenty one (21) months of the occurred violation.

2.04 Licensing

After one year of employment, upon receipt of proper documentation, a newly hired bus driver will be paid \$100.00 for purposes of compensating the driver for fees related to the driver acquiring his/her CDL. This shall be a one-time payment during employment, including while under contract.

The Board, upon receipt of proper documentation, will reimburse all bargaining unit employees \$15.00 for maintaining his/her commercial driver's license (CDL). Drivers are responsible to pay for the criminal background check and the board will pay \$35.00 recertification fee.

Article 3 Grievance Procedure

3.01 Definitions

- A. A "grievance" is a claim that there has been an alleged violation, misinterpretation, or misapplication of a specific term or provision of this Agreement. If such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance.

- B. A "grievant" is the bargaining unit member or the Union making the claim.
- C. "Days" shall mean school days. During the summer recess between school years, a "day" shall mean Monday through Friday, excluding legal holidays.

3.02 Purpose and Scope

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which may arise. Both parties agree that these proceedings will be kept confidential.
- B. A grievant may be represented at all stages of the grievance procedure by a Union representative or by his/her self.
- C. The grievance procedure shall be the exclusive method for resolving disputes concerning any alleged violation, misinterpretation or misapplication of the Agreement.
- D. The investigation and processing of grievances shall not interfere with the performance of employees' normal duties, unless the parties involved agree otherwise.

3.03 Time Limits

- A. The number of days indicated at each step in the procedure shall be the maximum.
- B. If the grievant does not present a grievance within five (5) days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered untimely. The continuing violation doctrine shall have no applicability to this procedure.
- C. If the decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed untimely.
- D. The Board's failure at any step of these procedures to communicate, in writing, the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- E. In the absence of the parties mentioned, the Superintendent may designate a representative in place of the party mentioned.

3.04 Procedure

A. Informal Procedure

A grievance shall first be presented informally to the Transportation Director (in written form) within five (5) days of the occurrence of the act or conditions on which the grievance is based.

B. Level One

If the grievance is not resolved within five (5) days of the informal claim, the grievant may pursue the grievance further by submitting a completed Grievance form to the Director of Business within ten (10) days of the act or occurrence on which the grievance is based.

The Director of Business will meet with the grievant within five (5) days following the submission of the completed Grievance form.

The Director of Business will render his/her decision to the grievant in writing within five (5) days after meeting with the grievant.

C. Level Two

In the event the grievance is not satisfactorily resolved at Level One, the grievant shall submit a Grievance Form and forward the form to the Superintendent within five (5) days of receipt of the decision of the Director of Business.

The Superintendent will meet with the grievant within five (5) days of the filing of the Grievance Form.

The Superintendent will render a decision to the grievant in writing within five (5) days after meeting with the grievant.

D. Level Three

In the event a grievance is not satisfactorily resolved at Level Two, the grievant may, within five (5) days of receipt of the written response, make a written request to the Board and the Administration that the grievance be submitted to arbitration. The Union, not an individual employee, shall determine if a grievance shall be processed to arbitration. The arbitrator shall be selected using the alternate strike method from a list of seven (7) persons in accordance with the Voluntary Rules and Regulations of the American Arbitration Association. The arbitrator shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator's decision shall be in writing, and a copy shall be sent to all parties present at the hearing. The decision of the arbitrator shall be binding upon the Board, the Association, and the grievant.

The arbitrator shall not have the authority to add to, subtract from, or alter any of the provisions of this agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to arbitration.

The arbitrator's ruling shall not be contrary to law. Except with respect to the specific terms of this agreement, she/he shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties, and responsibilities of the Board under its policies, applicable law and rules and regulations having the force and effect of law.

- E. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expense of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

Article 4 Discipline Procedures

4.01 Discipline Procedure

- A. An employee can be suspended or terminated for, included but not limited to, dishonesty, use, possession or sale of any drug of abuse, use of alcohol or impairment from use of alcohol or any drug of abuse, insubordination, neglect of duty, or any other good and just cause. Prior to the suspension or termination of an employee, the Transportation Director or designee shall give the employee written notice of the charges, and the explanation of the evidence in support of the proposed discipline and an opportunity to present his/her side of the story. A representative of the Union may accompany the employee in the conference with the Transportation Director or designee. The conference shall not be delayed more than 24 hours while the employee obtains representation.

- B. Serious offenses involving the operation of any motor vehicle:

After being hired, if a driver is convicted of, pleads guilty to, or no contest to two (2), serious traffic violations, the driver's employment may be terminated:

1. Vehicular homicide;
2. Driving under the influence of drugs or alcohol;
3. Leaving the scene of an accident; and or/
4. Driving without a license

- C. Other serious offenses

If a driver is convicted or pleads guilty to or no contest to two (2) serious traffic violations, other than those listed in paragraph B above, within a three-year period involving a school bus or three (3) serious traffic violations within a three year period, the driver's employment may be terminated. Other serious traffic violations are defined as: excessive speeding (more than 15 miles per hour over a posted limit); reckless driving; following too closely; changing lanes without caution and any traffic offense committed in a school bus in connection with a fatal accident.

Appropriate disciplinary action shall be taken based upon the severity of the offenses. Possible discipline actions could include but are not limited to verbal warning, written warning, suspension or termination. Should the severity of the offense warrant, immediate suspension or termination may be implemented.

Article 5 Labor/Management Meetings

5.01 Labor and Management Meetings

- A. Upon request of either party but no more than once every two months, at a mutually agreeable time, Employer representatives and Union representatives shall meet in order to maintain a harmonious relationship between the Employer and the Union. Both parties shall respond within a reasonable time to written requests for information germane to collective bargaining or contract administration. Providing information in the form it exists complies with this provision. Labor/management meetings may be canceled by mutual agreement. These meetings will be non-paid unless the Employer authorizes payment.

Article 6 Leaves of Absence

Any employee who is absent for reasons other than those provided or fails to notify the school of their absence or fails to file the appropriate verification of absence immediately upon return shall be considered in violation of his or her contract and have pay docked accordingly and be subject to disciplinary action up to and including termination and those actions will constitute just cause.

6.01 Sick Leave

- A. Each employee shall receive annual sick leave in the amount of one and one-quarter (1-1/4) days per calendar month of employment or fifteen (15) days per year.

Each new employee may have five (5) days of sick leave credit advanced if necessary.

The maximum accumulation shall be 250 days.

- B. Any bargaining unit member transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave, up to a maximum 90 days, upon certification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.
- C. Sick leave may be used for reasons of personal illness, wellness check-ups, injury, pregnancy, or exposure to contagious disease and for illness in the immediate family. Sick leave shall not be paid during nonscheduled work-days, personal leave days, vacation days, or other leave days. Use of sick leave, because of pregnancy, ordinarily shall be limited to two (2) weeks prior to delivery and four (4) weeks after delivery and such additional days of absence as recommended by a qualified physician to be advisable.

Absence may be approved for reasons of personal illness, injury or exposure to contagious disease and illness in the immediate family upon approval of the Transportation Director. The Director must be notified one (1) hour before leave times for A.M. routes and noon routes and 12:00 noon for routes in the P.M. (afternoon) and, if the absence is due to a doctor's appointment, only the amount of time in conflict shall be taken.

For absence of the employee due to illness or injury of someone in the employee's immediate family, "immediate family" is defined to mean a member of the immediate family of the employee residing in the home of said employee and shall also include the employee's parents, step-parents, brother, sister, son, daughter, foster children, adopted children, or step-children if not residing with the employee. In addition, any other relative of the employee as approved by the superintendent.

An employee requesting use of sick leave shall furnish a written signed "Statement of Absence Affidavit" to justify the use of sick leave prior to and/or after such days. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when the physician was consulted. An employee may be paid only for the number of days of sick leave earned by said employee. Employees who have been absent for more than five (5) consecutive days, due to illness, may be required to present a statement from the physician indicating that they are physically able to resume their duties on a full time basis.

If the condition prevents the employee from returning to work for a prolonged period of time, a physician's excuse may be required at six-week intervals. The Superintendent may require an employee to see a medical provider of the Superintendent's choosing, and at the District's expense in order to ensure that this Article is administered properly.

- D. The sick leave donation program is established to assist bargaining unit employees who are in critical need of sick leave due to the serious illness of the employee or a member of the employee's immediate family.

An employee is eligible to receive donated sick leave if all of the following conditions are met:

1. The employee or a member of the employee's immediate family has a serious illness.
2. The employee has no accrued leave.
3. The employee has applied for any paid leave, workers' compensation, or benefits program for which the driver is eligible.
4. The employee is approved for donated sick leave by a sick leave bank committee comprised of two (2) employees, the Superintendent and Transportation Director.

An employee may donate sick leave to other bargaining unit employees if all of the following conditions are met:

1. The employee indicates in writing or email that the employee voluntarily elects to donate sick leave and that the employee understands the donated leave will not be returned.
2. The employee donates a maximum of one day per request.
3. The employee retains a balance of eleven (11) days.
4. The employee specifies the name of the employee for whom the donated leave is intended.
5. Donated sick leave shall not result in an increase in severance pay.

6.01a. Bereavement

For absence due to death in the immediate family of an employee, "immediate family" is defined to mean a member of the immediate family of the employee residing in the home of said employee and shall also include the employee's father, mother, step-parents, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, or sister-in-law, daughter-in-law, son-in-law, adopted children, step children, foster children, grandchildren and any other relative of the employee as approved by the Superintendent.

The employee may use up to three (3) days of sick leave for bereavement. If the employee believes additional days are necessary, they may request additional days from the Superintendent who has complete discretion to grant or deny the request.

6.02 Personal Leave

A maximum of three (3) days unrestricted personal leave can be granted each school year to each employee upon approval of the Transportation Director.

Personal leave may be requested for the purpose of conducting necessary or urgent personal business, which cannot be conducted outside the regular working hours of the employee.

Each employee may be granted personal leave to a maximum of three (3) days for each school year. No more than ten percent (10%) of the bargaining unit may be granted personal leave on the same day, unless the Transportation Director has provided advance written authorization.

A request for personal leave shall be submitted to the Transportation Director in written form. The request must be made at least three (3) days prior to the requested date of use. The Transportation Director shall return the written request with approval or disapproval before the intended date of use, except in case of emergencies. Exceptions to this condition may be made in the event of an emergency by the Transportation Director.

Personal leave used in accordance with this policy shall not result in a deduction in pay for the employee. Personal leave shall be granted in one-half (1/2) or one (1) day increments only.

Drivers will be paid the base sub rate in effect with a minimum of \$40.00 to a maximum of \$75.00 and the mechanic(s) will be paid \$75.00 for each unused personal leave day on the first payroll in July. Partial days will be prorated All personal leave must be used before scheduled unpaid days will be granted.

6.02a Leave of Absence for Military Service

The Board will allow employees in all branches of the military to take time off for use for training and not charge such time off against vacation and, during such training time off, pay the employee regular contract salary in accordance with Revised Code 5903.061.

6.03 Extended Term Unpaid Leave

Upon the written request of an employee, the Board may grant a leave of absence for a period of not more than two consecutive school years for educational, professional, or other purposes, and shall grant such leave where illness or other disability is the reason for the request.

Upon the return to service at the expiration of a leave of absence, the employee shall resume the contract status that the employee held prior to the leave of absence.

Upon the return of a employee from a leave of absence, the Board may terminate the employment of a person hired exclusively for the purpose of replacing the returning employee while the returning employee was on leave.

6.03a Maternity Leave of Absence

- A. An employee may resign from their assignment for pregnancy. The date of resignation shall be in accordance with the physical condition of the employee to perform their regular duties as recommended by the attending physician.
- B. Applications for a leave of absence due to pregnancy shall be in writing, shall contain a statement of the beginning and the ending dates of the period of absence, and shall thereto contain a statement by the employee's attending physician giving the physician's name and address, the dates consulted, and the physician's opinion, based upon the employee's physical condition, of the beginning and ending dates that the physician feels the employee is unable to perform their regular duties and therefore should not report to work. Such applications for a leave of absence for maternity reasons should be made at least thirty (30) days prior to the expected date of the leave.
- C. It shall be the responsibility of the employee to provide a job description to the physician in order to ascertain the nature, responsibilities, and duties associated with the position.
- D. An employee returning from maternity leave of absence must furnish a doctor's certificate stating that the employee is able to perform her regular duties.
- E. The maximum amount of leave granted for maternity cases shall be one year.
- F. Reassignment of the employee to duty following a leave of absence for the birth shall be the date indicated by the attending physician that the employee is able to perform their regular duties. The doctor's certificate stating the employee is able to perform their regular duties should be placed in file with the local Superintendent at least fifteen (15) days prior to the effective date of return.
- G. Every effort will be made to place the returning employee into the same position they left or in accordance with the needs of the schools at that time. Upon return to service, the employee shall resume the contract status which was held prior to the leave of absence except as may be otherwise specified by Board policy or state law.

6.03b Adoption Leave

Accumulated sick leave may be used for the adoption of a child. The length of such leave must be continuous and may be for up to six (6) weeks. Ten (10) days of sick leave may be used before the placement of the child to complete the necessary requirements.

6.04 Family and Medical Leave

- A. After one year of employment, all eligible employees may use unpaid family/medical leave for the purposes set forth in the Federal Family and Medical Leave Act of 1993.
- B. An employee desiring to use family/medical leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the employee learns of the need for the leave. The employee's notice to the Superintendent that he or she will use family leave or medical leave must specify that "Family Leave" or "Medical Leave" will be the type of leave taken.
- C. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for an employee on the active payroll to continue participation in life, dental, and health insurance. The employee must pay the portion of the premium for any of such insurance to the Treasurer by the first day of the month in which the employee desires to have the insurance coverage continued. If the employee does not pay his or her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain coverage.
- D. Prior to or instead of taking family leave/medical leave, the Board may require the employee to take other forms of leave under this contract if eligible for the particular type of leave. Such other forms of leave shall run contemporaneously with the FMLA leave.

6.05 Assault Leave

The Board will grant assault leave with pay to an employee absent due to a physical disability resulting from an assault under the following conditions:

- A. The assault upon the employee must arise within the course and scope of the employee's employment by the Board, and if required by the Board, a police report must be filed with respect to the assault as soon as practicable in light of the particular circumstances.
- B. As soon as practicable, the employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, names and addresses of witnesses (if known), and a physician's statement as to the nature of the disability and its possible duration.
- C. A maximum of twenty (20) days of leave may be granted and shall not be charged against sick leave earned or earnable by the employee. This twenty (20) day limit may be extended by the Board. Payment under this section shall constitute the employee's entire compensation from the Board during the period of disability.

6.06 Jury and Witness Duty Leave

- A. An employee selected as a juror or ordered to appear for jury selection, and who appears in court pursuant to such selection or order, shall be paid the regular daily rate of pay, provided the provisions set forth in (D) of this section are met.
- B. The employee subpoenaed, as a witness in court shall be paid their regular rate of pay, provided the provisions set forth in (D) of this section are met.
- C. Leave shall be extended for only such time as is necessary for the jury or witness duty unless otherwise excused by the Superintendent.
- D. The employee receiving a summons or subpoena applicable hereunder must, in order to be eligible for such paid leave, present to the Transportation Director, within forty-eight (48) hours of receipt of the summons or subpoena, the request for such leave along with supporting documents. The amount of any fee received pursuant to jury or witness duty shall be remitted to the Treasurer within two (2) weeks following receipt of the same. The employee shall return to work if excused by the court one (1) hour or more prior to the employee's noon time or p.m. run.

6.07 Professional Leave

Absence to attend professional meetings may be granted to employees subject to prior approval by the Superintendent for limited periods (3 days or less) and prior approval of the Board for extended periods (more than 3 days).

Article 7 Employment Conditions

7.01 Bidding Procedure

- A. All vacancies will be posted for a period of five (5) workdays throughout the school year. These vacancies will also be posted on the board and via e-mail. Notices of vacancies occurring in the months of June, July, and August shall be distributed by both e-mail and postal mail to all employees. The summer posting shall be declared closed ten (10) days following the date it was posted.
- B. All posting assignments will be awarded to the most senior, qualified, and available bargaining unit employee.
- C. Responses to postings are to be submitted in writing to the Transportation Director by the specified deadline announced with the posting.
- D. "Regular routes", which are "A.M. P.M." runs, will be posted as packages upon becoming vacant.
- E. Additional assignments that are not "regular routes" will be posted yearly and can only be held with qualifying regular routes.
- F. Regular routes when posted as a package will not be split.

- G. No driver shall have regular assigned daily bargaining unit duties that are six hours or more in length (unless approved, in writing, by the superintendent).
- H. Drivers will not have an annual bid on routes but will return to their same route each year. Routes are subject to change. Drivers' assignments that drop below their base (regular route) will have bumping rights as described in Article 7.03.
- I. If available, bargaining unit drivers, on a rotating schedule by job, will ordinarily be given first opportunity over substitutes when a replacement driver is needed with the following exceptions:

Non-public shuttles will remain with the route when the absence is scheduled for less than four (4) days. When necessary, shuttles will be filled by rotational seniority within their shuttle group only by bargaining unit drivers as available, but kindergarten shuttles will always remain with the Elementary route. Additionally, paired routes will not be split for subbing out while subs are available (as currently exist). If the regular driver is absent the day before or the day after an early release or delay day, the board will not be obligated to change drivers and use contracted drivers for that early release or delay day.
- J. Staffing temporary routes that service multiple (2 or more) off site buildings (non-Elida buildings) with drivers that normally staff the routes that serve them will continue.

7.02 Individual Contracts

Individual continuing contracts shall be issued only after an employee completes a minimum 24-month probationary period, which must include two full school years. The employee may be terminated by the Board at any time during the probationary period without just cause. Once the probationary period has passed, the employee will be covered by the just cause provisions of this Agreement. This provision expressly overrides sections 3319.081(A, B, C) and (D) of the Ohio Revised Code.

Seniority begins with the date the Board hires the employee.

Elida drivers that have left Elida and have returned to be hired as a regular driver, will begin their seniority at the date of their most recent hire as a regular driver.

7.03 Layoff Procedure

- A. When the Board determines to reduce the number of bus driver(s) or mechanic positions due to lack of funds, lack of work, building closures, abolishment of positions, or combination of positions, the Board shall follow the procedure set forth in this Article. The Board shall determine the classifications from which layoffs shall occur and the number of layoffs within each classification and give 14 days advance notice of such layoff.

Seniority for reduction in force purposes shall be determined by the employee's classification seniority by most recent date of hire in the employee's current position as a regular contract employee on the minutes of the Board. Authorized leave of absence does not constitute an interruption of service. In the case of identical seniority, the "A or B" procedure currently in place will determine the employee to be laid off first.

When the Board has determined that a reduction is necessary, either system-wide or within a classification, the Board shall lay off employees in the affected classification on the basis of their classification (reverse) seniority.

- B. The names of laid-off employees shall be kept on a recall list for a period of twelve (12) months from the employee's last workday. After twelve (12) months, the employee's employment shall be terminated. If the Board determines to fill any position in a classification during those twelve (12) months, the Board must offer the position to the most senior employee on the recall list for that classification. The offer of recall shall be made by written notice sent to the employee at his most recent address of record by certified mail. It is the employee's responsibility to keep the Board informed of his up-to-date address. The employee shall have seven (7) days after the notice is mailed to accept the offer of recall in writing and report to work. If the employee does not report or accept during such seven-day period, the employee's name shall be eliminated from the recall list and the employment relationship between the employee and the Board shall cease.

If the first employee on the recall list for a classification does not accept the recall, they will be considered resigned and the Board shall offer the position to the next most senior employee from that classification on the recall list by the procedure outlined above, and so on, until the position is filled.

- C. The Board may not deviate from seniority in recall or in layoff unless the employee who would be recalled or who would remain in a position does not have the skill and qualifications to perform the job(s) in question. Employees who are laid off shall not be entitled to pay or benefits while on layoff.
- D. During the period of the layoff, the employee's seniority shall remain unbroken, but shall not accumulate. Upon return to service, the employee's sick leave accumulation and salary schedule placement shall be restored.
- E. Reduction in Force (RIF) and Bumping: Bumping is a procedure that becomes an option for any employee who has been notified that their employment, additional assignment(s), or "regular route" position with Elida Local Schools will be terminated due to a Reduction in Force. Bumping by any employee whose employment, additional assignment(s), or "regular route" position has been terminated by a Reduction in Force layoff will be on the basis of seniority. An employee may bump anyone that is lower on the seniority list. An employee who is bumping as a result of losing an additional assignment during the year may only bump into a qualifying additional assignment and not a "regular route". An employee who is bumping as a result of losing a "regular route" may only bump into a regular route and not an additional assignment.

7.04 Non-Routine Trips

Non-routine trips (extra curricular, co-curricular field trips) are assigned by seniority on a rotating basis in which the drivers will sign up at the beginning of each school year. Management reserves the right to deviate from seniority based on safety issues. The local union president will be notified in such cases.

- A. Long trips are those that are scheduled over 6 hours in length or anytime with no route loss.
- B. Short trips are those that are scheduled 6 hours or less in length with a loss of a route.
- C. Trips that are to be offered at the trip meeting will be posted by 2:00 p.m. one working day prior to the trip meeting day.

D. Long and short trips for the week under consideration will be assigned at 9:20 a.m. in the bus garage each Wednesday. Drivers must be present unless they are working for Elida Schools, or their routes are not based on the Elida calendar or time schedule, in which they can turn in their selection of trips to the Transportation Director prior to the meeting. The trips assigned on Wednesday will be those scheduled to take place the following Sunday thru Saturday. If the

Wednesday is a non-work day, then postings and assignments will be made on the last two days of the work schedule prior to that Wednesday. These trips will be for the same period. If the trips are during a M-F(s) break, postings and assignments will be made on the last two days of the work schedule prior to the break. After all meetings, the names of assigned drivers for the trips will be posted.

- E. Trips will be offered through the entire trip list then substitute drivers will be contacted. When more than one trip is available at the time a driver is asked, that driver will have a choice of trips once the driver declines to take one of the trips offered to him or her then that driver will not be offered a trip from such list until the remaining portion of the list is used and is returned to that driver. If all drivers refuse a trip, then the list for the next meeting will start where it left off as it would after all trips are selected.
- F. Drivers absent from any of their regular duties other than personal leave or a medical appointment are not permitted to take a trip in the same day. Drivers absent from any of their duties on Friday other than personal leave or a medical appointment are not permitted to take a weekend trip, and must contact the Transportation Director by 4:00 p.m. Friday afternoon to check for any possible changes in their trip.
- G. In the event that a driver cannot take a trip that they selected, they may: (1) trade trips with approval of the Transportation Director, providing both drivers have a trip assigned to trade. Additionally, all trades must be made 48 working hours prior to when the trip that would be driven, or (2) they may turn the trip in, but if the trip is turned in with less than 24 hours notice of the leave time of the trip, then they will be skipped on the next rotation of the list that the trip was selected from. Additionally, trips may be voluntarily turned back two times during a given season before consequence. The third turn back will result in the driver being removed from all lists for that season. Exceptions to the turn in procedure is that drivers will be permitted to turn trips in due to illness reasons up to and including three times without penalty. A doctor's excuse may be required. Additionally, trips may be turned in without penalty when they have been rescheduled or are in conflict with another trip that the driver has selected.
- H. The rate of all extra trip drivers shall be paid from time of departure to time of return to the bus garage including needed time to clean up after the trip with a 2-hour trip minimum. Any trip cancelled after the driver shows up on a non-school day shall be paid a 2-hour show up pay. Any trip cancelled after the driver shows up on a school day shall not have a loss of pay nor receive additional pay as a result of the cancellation. Drivers taking an extra trip will be paid at their regular rate for all contract hours missed because of the extra trip.
- I. Emergency assignments: Non-routine trips will be considered an emergency assignment only if the Transportation Director is notified of a scheduled trip after the posting, and that trip is scheduled to take place during the time of assigned trips. In this situation, the Transportation Director will use the emergency list and through person-to-person, or telephone contact, attempt to reach the next qualified driver on the list to offer this trip to them. If a driver that is offered an "emergency" trip is unable to take that trip, the next

driver will be contacted to take that trip and so on through the rotation. When notified of an emergency trip, a driver must decide at the time asked to take it or turn it down.

- J. The Transportation Director shall maintain and post the current non-routine trip list used for selection of trips.
- K. The local union president will receive copies of all trip request forms processed by the Transportation Director.

Notes:

All criterions above are based on the Elida calendar and time schedule.

Seasons shall be defined as follows: fall (September – November), winter (December – February), spring (March – May), summer (June – August).

7.05 Occupational Safety and Health Proposal

- A. Before exercising his rights under Section 4167.06 O.R.C., an employee must contact the Transportation Director and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section 4167.06 (B) O.R.C., the employee must exhaust the process set forth in paragraph C(1)-(2) below.
- B. An employee who wishes to assert a claim of discrimination as defined in Section 4167.13 O.R.C. shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this Agreement shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal; to the State Personnel Board of Review, a lawsuit, or other means of challenge.
- C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violation internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to Section 4167.10 O.R.C. until the following process has been completely exhausted:
 - 1. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee's immediate supervisor within (5) five workdays of the occurrence of the alleged violation.
 - 2. If the Immediate Supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Association must file a formal complaint with the Superintendent within two (2) workdays after his employees conference with the immediate supervisor. The Superintendent shall prescribe a form for the written complaint which shall include space for the alleged violation, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent shall respond to the complaint within five (5) workdays.

7.06 Worker's Compensation

All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of, or arising out of, their employment.

Article 8 Physical Examinations

8.01 Physical Examinations

The Board agrees that if any employee is required to have a physical examination, the Board will pay the full cost of such an examination unless the employee goes to their own physician, in which case the Board will not pay any cost toward such examination. The Board reserves the right to request an examination at any time, designate the doctor used, and shall pay for total cost of the examination.

All school bus drivers and mechanics certified to transport students, will make an appointment, fill out the required physical forms provided by the Transportation Office, and have an annual physical examination before the beginning of each school year. A driver may not begin driving until the physical examination has been completed. The Board will compensate the driver \$10.00 upon receipt of documentation that indicates the driver completed the annual physical.

Article 9 Payroll Procedure

9.01 Employees shall be paid in accordance with the Treasurer's regular payroll practices.

9.02 Employees shall be paid via direct deposit and stubs shall be sent via e-mail. If requested, pay stubs will be sent via regular mail over the summer, or by individual arrangement with the treasurer.

9.03 Each employee will be provided a notice with their current per unit pay and step prior to the contract year. Additionally each employee will be provided updated balances on sick leave, personal leave, and vacation time on their first pay stub of each contract year.

9.04 Employees shall be granted payroll deductions for monthly payments for the payments annuities, PEOPLE (Public Employees Organized to Promote Legislative Equality), and any other current deduction programs.

9.05 All new annuities programs shall have at least five bargaining unit employees enrolled.

Article 10 Vacations and Holidays

10.01 Vacations

- A. All bargaining unit members who work full-time and are twelve month employees shall be granted paid vacations as follows:

| <u>Completed Years of Service</u> | <u>Days of Vacation</u> |
|-----------------------------------|-------------------------|
| 1-9 | 10 days |
| 10-19 | 15 days |
| 20 or more | 20 days |

- B. Upon separation from employment, a bargaining unit member shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation, not to exceed the vacation leave accrued to his/her credit for the two years immediately preceding his/her separation and the prorated portion of his/her earned but unused vacation leave for the current year. In case of the death of a bargaining unit member, such accrued and unused vacation leave and prorated portion for the current year shall be paid to his/her estate or in accordance with Section 2113.04 of the Ohio Revised Code.
- C. All vacation will be scheduled with the approval of the Transportation Director.

10.02 Holidays

- A. Each bargaining unit member shall be granted the following paid holidays provided the employee worked on his next preceding and next following scheduled workdays before and after the holiday or was properly excused on such days.
- B. Bus drivers shall receive the following holidays if eligible under the above description:
- New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
- C. The Mechanic(s) shall receive all holidays as listed above plus Independence Day if eligible under above description.
- D. Holidays shall occur on the days specified in Section 1.14 of the Ohio Revised Code. The Board may change the observance of any holiday at any time when necessary to conform to any change in State or Federal Law or to resolve any conflict between State and Federal Law. Such change shall not require prior negotiation with the Union.

E. The mechanic(s) shall receive the following mandatory vacation days:

Day after Thanksgiving, Christmas Eve, New Year's Eve, Presidents Day
Good Friday

F. Mechanic - Holidays

Each bargaining unit member shall be granted the following paid holidays provided the employee worked on his next preceding and next following scheduled workdays before and after the holiday or was properly excused on such days.

New Years Day, Martin Lutheran King Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, July 4th

Article 11 Salary Provisions

11.01 Pay Rates

The base rate for 2012-13 and 2013-14 will remain the same as the 2011-12 school years (\$16.78). For the 2012-13 school year there will be step increases. For the 2013-14, steps will be frozen and drivers will not advance a step on the salary schedule.

| | <u>Bus Driver – (Unit Rates)</u> | <u>Mechanic –(Hourly Rates)</u> |
|--------------|----------------------------------|----------------------------------|
| <u>Step</u> | <u>FY 12-14</u> | <u>FY 12-14</u> |
| 0 | 16.78 | 17.56 |
| 1 | | |
| 2 | 17.21 | 18.39 |
| 3 | 17.40 | 18.73 |
| 4 | 17.67 | 19.07 |
| 6 | 18.03 | 19.91 |
| 7 | 18.21 | 20.26 |
| 8 | 18.45 | 20.60 |
| 9 | 18.66 | 20.96 |
| 10 | | 21.31 |
| 12 | 18.73 | 21.66 |
| 14 | 18.83 | 21.90 |
| 16 | 18.97 | 22.11 |
| 18 | 19.12 | 22.49 |
| 21 | 19.32 | 22.83 |
| 24 | 19.49 | 23.17 |
| 27 | 19.67 | 23.53 |
| Extra Trips: | | |
| 12.04 | | 12.04 |

Drivers will receive their regular rate of pay for all time worked, unless so noted within this contract.

Drivers are expected to maintain a clean bus and will be compensated for such. They will be paid to do so at a rate of \$30.00 per month when the bus is washed to a maximum of 9 times yearly. Additionally the year-end bus cleaning shall be after the school year has ended at a rate of \$50.00 for 3 hours minimum. The cleaning can be started during the last week of school, but must be completed after the school year has ended. Sub buses shall be cleaned at drivers rate during the year and for the year-end cleaning. Drivers must document their actual time for all bus washes for documenting hours worked and for purposes of computing overtime.

Compensation for extra-trips shall be \$12.04 per hour from time of departure to time of return to the bus garage calculated every five minutes with a two-hour trip minimum. The extra-trip rate shall increase at the same percentage rate as any annual increase agreed to by the parties.

A driver may only work a combination of A.M./P.M. and mid-day routes and shuttles that do not in the aggregate equal (8) units or more per day (not including field trips). Drivers will not be permitted to exceed any combination of work in excess of (40) total hours and/or units in a given week unless authorized in advance by the Transportation Director, except for the selection of a field trip, which may advance them to no more than 44 hours in a given week. Fifteen minutes per pre-trip and 3 minutes for fueling per day will be used for the purpose of calculating 40 hours/units.

Any driver that works on a holiday shall receive compensation at 1 ½ the rate of pay for the appropriate work.

If the Transportation Director or some other management level employee requires an employee's presence at a meeting, the employee must attend and will be compensated for such meeting at their regular rate of pay with a minimum of ½ unit unless such meeting is held more than 15 minutes before or after their regular scheduled time of duties, in which case they will be compensated with a minimum of (1) unit. A discussion initiated by either party for the purpose of a brief discussion or seeking information, and time involving discipline or an evaluation shall not constitute a meeting.

Any employee that is given the responsibility of the Transportation Director when he is absent from work shall be considered as a team leader and will receive \$2.50 more per hour for all time worked during routes as directed.

Drivers will perform and document their daily pre-trip route inspections as required by law on the form provided prior to departing the garage and will be compensated 15 minutes daily to do so. They must report into the garage 15 minutes prior to the leave time in order to perform the pre-trip for the appropriate route. Reports of mechanical problems must be reported in writing on the form provided immediately upon return to the garage. Failure to do so will result in the forfeiture of the daily pre-trip pay and disciplinary action up to and including termination.

All drivers are responsible to maintain adequate fuel in the bus they are driving (not below 3/8 tank) and will be compensated to fuel such busses during the school year at a rate of one (1) unit monthly per assigned "regular route" bus to a maximum of 9 months yearly to be paid the first pay of the month beginning in October. Failure to maintain the appropriate level of fuel and immediately document such will be cause for discipline up to and including termination.

All regularly established "runs" are paid one unit minimum, which also establishes the base for all "regular routes", not to exceed 4 units base total per day, and those runs that are on duty for more than 60 minutes, will be paid for additional time every five (5) minutes. Shuttles will be paid for every five (5) minutes of time with a fifteen (15) minute minimum. Additionally, all routes and shuttles, including those new to a driver, including a new year, will be timed in the first 60 calendar days to establish the units of time for uniformity of pay. (A driver new to a route during the year must document and request additional time in the first 30 days.) The Director of Transportation and employee must agree and sign off on all drivers requested time. Pay will be retroactive to the start of the school year or to when the new driver took over the route. All additional runs and shuttles are paid time at drivers unit rate, based on time of departure to time of return. Route timing will be re-evaluated as requested by the driver or the Director of Transportation and retroactive to the date giving cause to the re-evaluation.

Drivers will be paid fifteen minutes (15) per bus evacuation drill(s) per run

NOTE: The 5 minute segment will pay when the timing reaches 3 minutes. (Rolls up after the mid-point)

A run is defined as: 1) a run that picks students up at a residence or daycare facility and takes them to their school or to a collection point; 2) a run that picks students up at the building or collection point and returns them to a residence or a daycare facility. (There must be an a.m. and p.m. run to make a "regular route").

A shuttle is defined as: transferring students from a transfer point to their school building or groups of school buildings (being the last building) and transferring students from a school building or group of school buildings (being the first building) to a transfer point.

11.02 Years of Experience

To receive a year of experience on the pay schedule, an employee must have actually worked at least sixty-five percent (65%) of the school year for his/her position during the work year.

The Board may recognize up to 10 years of previous position experience.

11.03 Dues Deduction

Members of the Union shall be entitled to payroll deduction of dues for the Ohio Association of Public School Employees upon presentation of a written deduction authorization by individual employees.

In the event of any legal action or administrative claim against the Employer as a result of the deduction of dues or agency fees by the Employer, the Union shall be obligated to provide a defense for the Employer and administrators through attorneys selected by the Union. The Employer and administrators agree to accept the attorneys selected by the Union for the defense of any action or claim. The Union's obligation to indemnify for legal fees shall be limited to fees and expenses incurred by attorneys selected by the Union.

Bus Drivers hired after July 1, 2005 will be required to pay a fair share fee. All current employees will be grandfathered and not required to pay the fair share amount.

11.04 Standard Workday and Week

The Superintendent and/or Board shall establish the standard workday and workweek for each position within the bargaining unit in accordance with Section 3319.086 of the Ohio Revised Code.

11.05 Overtime

Employees shall be paid at the rate of one and one-half their regular rate of pay for all time actually worked over forty (40) hours/units in any seven day work period. For the purposes of this section, sick leave days, personal leave days, and any other non-duty days for which employees are paid shall not be counted as time worked. All overtime must be authorized in advance by the Transportation Director. Fifteen minutes per pre-trip and 3 minutes for fueling per day will be used for the purpose of calculating 40 hours/units. Holidays listed in section 10.02B or 10.02F shall count toward overtime hours.

11.06 Mileage

Bargaining unit members shall be compensated for approved actual and necessary mileage driven using their own vehicles in the performance of their duties. Requests for reimbursement shall be submitted monthly on forms prescribed by the Board and shall be approved by the Superintendent or his/her designee prior to payment. Reimbursement shall be at the IRS rate in effect July 1st minus six cents.

11.07 Calamity Days

- A. Bus drivers who are not required to work on a calamity day shall be paid their appropriate rates of pay for all days or part of a day when school(s) in which they drive are closed in accordance with State calamity days, provided that no such employee shall be paid for any additional days of work required to be made up to meet the minimum school year as required by law.
- B. Twelve-month employees are required to report to work unless travel is prohibited and will receive additional pay equal to 50% of their normal rate for time worked.
- C. All calamity days over the state allowed days shall be worked and/or made up without additional compensation.

11.08 Attendance Bonus

Bus drivers that work 45 consecutive school days without any absence of their daily duties (ie: pre-trip/runs/routes/shuttles) other than personal leave previously scheduled 24 hours in advance or a field trip will receive a \$75.00 attendance stipend. The last segment of the year (days of the school year) shall be prorated based on the number of school days attained without absence (minimum of 20 days) of their daily duties (ie: pre-trip/runs/routes/shuttles) other than personal leave previously scheduled 24 hours in advance or a field trip. Any bus driver that works the entire year without any absence of their daily duties (ie: pre-trip/runs/routes/shuttles) other than a field trip shall receive an additional \$75.00. It is the bus driver's responsibility to apply for the stipend on the form provided.

Article 12 Fringe Benefits

12.01 Insurance

The Board will contribute toward the cost of medical and dental insurance plans according to the following schedule:

| | | <u>2012-14 Rates</u> | | | |
|---------------|-------|----------------------|--------------------|-------------------------|-------------------------|
| | Split | 8 Unit Employee | 6 Unit Employee | 4-5.99 Unit Employee | 0-3.99 Unit Employee |
| LDHP-Family | 85/15 | 1,528.80 | 1,528.80 | 1,528.80 | 1,528.80 |
| Board | | 1,299.48 | 1,146.60 | 764.40 | ---- |
| Employee | | 229.32 | 382.20 | 764.40 | 1,528.80 |
| LDHP-Single | | 617.40 | 617.40 | 617.40 | 617.40 |
| Board | | 524.79 | 463.05 | 308.70 | ---- |
| Employee | | 92.61 | 154.35 | 308.70 | 617.40 |
| MDHP-Family | 85/15 | 1,273.00 | 1,273.00 | 1,273.00 | 1,273.00 |
| Board | | 1,082.05 | 954.75 | 636.50 | ---- |
| Employee | | 190.95 | 318.25 | 636.50 | 1,273.00 |
| MDHP-Single | | 513.56 | 513.56 | 513.56 | 513.56 |
| Board | | 436.53 | 385.17 | 256.78 | ---- |
| Employee | | 77.03 | 128.39 | 256.78 | 513.56 |
| HDHP-Family | 90/10 | 1,093.68 | 1,093.68 | 1,093.68 | 1,093.68 |
| Board | | 984.31 | 820.26 | 546.84 | ---- |
| Employee | | 109.37 | 273.42 | 546.84 | 1,093.68 |
| HDHP-Single | | 441.00 | 441.00 | 441.00 | 441.00 |
| Board | | 396.90 | 330.75 | 220.50 | ---- |
| Employee | | 44.10 | 110.25 | 220.50 | 441.00 |
| Dental-Family | 90/10 | 91.96 | 91.96 | 91.96 | 91.96 |
| Board | | 82.76 | 68.97 | 42.78 | ---- |
| Employee | | 9.20 | 22.99 | 49.18 | 91.96 |
| Dental-Single | | 36.79 | 36.79 | 36.79 | 36.79 |
| Board | | 33.11 | 27.59 | 17.13 | ---- |
| Employee | | 3.68 | 9.20 | 19.66 | 36.79 |

Regular contract hours (176 day minimum) can be combined for determining health care benefits. (This does not include Drivers Ed, supplemental contracts, etc.)

For the 2010-11 school year, all employees are also eligible for a one time signing bonus for moving to either the MD plan or HD plan. The one time bonus will be \$750 for family MD plan and \$250 for a single MD plan or \$750 for a family HD plan and \$250 for a single HD plan.

For FY12-14 the Board will pay 80% on the LD Plan (for full-time employees).

The Board shall contribute \$500.00 annually to the employees flexible spending account if he/she is covered by MD family plan and \$250 annually if he/she is covered by the MD single plan.

The Board shall contribute \$1,000.00 annually to an employee's health savings account if he/she is covered by the HD family plan and \$500.00 annually if he/she is covered by the HD single plan.

- A. The Board shall have the sole authority to determine insurance carriers and plan administrators. The employee may choose from the LD, MD, and HD plans. Network Plus shall not be available to the employees after December 31, 2010. The parties agree to meet and discuss insurance if a new health care plan becomes available. All medical plans include Spousal Coordination of Benefits.

Note: Reconciliation claims will no longer be recognized after December 31, 2010. All claims submitted for reconciliation for any coverage prior to December 31, 2010 must be submitted to Allied by March 31, 2011.

- B. The Board shall make an annual payment of two hundred sixty dollars (\$260.00) to each employee who was participating in the Board's health insurance plan on July 1, 2005 and was hired prior to August 25, 1989. The payment shall be payable by September 30th. The Board shall make the annual payment only to individuals employed by the Board at the time the payment comes due.

C. 125 Plan (Premium Only)

1. A plan under IRS Code Section 125 shall be adopted for every member of the bargaining unit who qualifies. Each bargaining unit member who is qualified shall have the right, but is not required, to participate in the premium (salary reduction section only of Section 125), and is not required to purchase additional or supplemental coverage.
2. Once an employee has volunteered to participate in the plan she must continue in the plan for the school year except for reasons of death, resignation, or retirement.

12.01a Hospitalization – Major Medical Insurance – Flex Spending Account

The Board has established, in compliance with applicable laws, Flexible Spending Accounts by means of which an employee may pay with pre-tax dollars that part of the monthly health insurance premium cost not covered by Board contributions. An employee shall have the option to designate additional amounts to his Flexible Spending Accounts. The administrative cost of the Flexible Spending Accounts shall be paid by the Board.

12.02 Group Life Insurance

The Board will provide each employee, at no cost to the employee, Term Life Insurance coverage in the amount of forty thousand dollars (\$40,000).

12.03 Compensation for Non-insured

The Board shall make annual payments to employees not enrolled in a Board subsidized health plan according to the following schedule:

| | |
|-----------------------|--------|
| 6-8 unit employees | \$750 |
| 4-5.99 unit employees | \$375 |
| 0-3.99 unit employees | \$0.00 |

The payment shall be split into two payments payable on the 2nd pay in December and the 2nd pay in June. If the Board employs more than one member of an insurable family and if no member of the household participates in a Board subsidized health plan, they would also receive the above payment. Married couples (at least one full-time) are eligible for one free health plan (spouse must work a minimum of 4 hours/day to qualify).

12.04 Severance Pay

- A. The Board of Education of the Elida Local School District shall pay severance to any retiring employee who retires from active public service under the provisions of the appropriate public employees retirement system. "Retirement" herein shall be defined as actual retirement from public service with appropriate eligibility for retirement benefits under either the State Teacher's Retirement System or the School Employees Retirement System or Public Employees Retirement System.
- B. The actual amount of severance pay payable to a retiring employee for converted accumulated sick leave shall be calculated on the number of days equal to ¼ of the value of his or her accrued or unused sick leave days. The payment for the first 50 days of the above amount of days shall be converted at a per diem rate. Any remaining days will be converted at a rate of 40% of the per diem rate.
- C. "Per diem rate" shall be defined as the daily rate paid an employee exclusive of any extended service, extra-curricular pay, overtime, or other pay in excess of the actual salary scheduled amount payable to the employee.
- D. All payments made hereunder shall be made in a lump sum to the employee only after proper certification has been received by the Treasurer of the Board of Education indicating that retirement has been successfully instituted by the employee. Any benefits to an employee hereunder must be effective by said employee within 90 days from his last day of active service for the Elida Local School District Board of Education. Payment for a converted accumulated sick leave on this basis shall be considered a forfeiture of all sick leave accumulated by the employee, and such payment shall only be made once to an employee.

Article 13

Contract Maintenance

13.01 Waiver of Negotiations

The Board and the Union acknowledge that during negotiations resulting in this contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this contract, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in the contract, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed this contract.

13.02 Entire Agreement Clause

This contract supersedes all previous agreements, verbal or written, or based on alleged past practices between the Board and the Union and parties of the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

13.03 Conflict with the Law

The provisions of this Agreement govern the wages and terms and conditions of members of the bargaining unit. This agreement supersedes all applicable state or local laws pertaining to wages, hours, or terms and conditions of employment to the extent permitted by Section 4117.10(A) of the Ohio Revised Code. If a court of competent jurisdiction determines, after all appeals or times for appeal have been exhausted, that any provision of this Agreement violates Ohio or Federal law, such provision shall be inoperative but the remaining provisions herein shall remain in effect. At such time, both parties shall meet to discuss and renegotiate the item affected.

13.04 No Strike Clause

The Union and any and all of its members shall not cause, engage in, or sanction any strike, slowdown, or any other similar cessation or disruption of services for the term of this Agreement.

The employer shall not lock out members of the bargaining unit during the term of the Agreement.

13.05 Distribution of Contract

Each bargaining unit member, administrator, Board member, County Superintendent, County Supervisor, and school library shall be provided with a professionally printed copy of this contract as soon as practicable after ratification and adoption by the parties. Bargaining unit

members new to the district will receive a copy upon employment. The President of the Union shall be given copies of the contract for each employee of the Union. The Board shall likewise receive ten (10) additional copies for its use. Costs of printing the contract shall be equally shared by the Union and the Board.

13.06 Drug Policy

All employees will be subject to and comply with the Board's drug policy in effect.

13.07 Subcontracting

The Employer shall not subcontract work currently being performed by bargaining unit members except when it can be more economically or more efficiently done and only then after discussing it first with the Union President. These discussions shall include disclosing the terms of the subcontracting arrangements, the cost to the agency to perform the services, exploring alternatives to subcontracting, and the placement of employees in other positions. This article supersedes R.C. 3319.0810.

13.08 Gender

All references to individuals in this Agreement designate both sexes, and wherever either the male or female gender is used, it shall be construed to apply equally to individuals of the opposite gender.

13.09 Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or harassment as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, or Union activity.

13.10 Duration

This contract shall become effective July 1, 2012, and shall continue in full force and effect until June 30, 2014.

Article 14 Summer School

14.01 Summer School

Summer school will be offered and awarded to drivers on a rotational basis through the entire drivers list starting at the top of the list for the summer of 2006. The following year the list will start where it left off the previous year, and so on through all subsequent years. (Routes will only be awarded to drivers that intend to drive a minimum of 90% of the time for that summer).

Pre-trip will be handled according to the negotiated agreement.

The regular driver will be compensated for ¼ a unit for the summer at their regular rate of pay for the fueling of busses.

The regular driver will have the first opportunity to re-clean the bus and will be compensated at their regular rate.

Subs will be called per the negotiated agreement.

This contract replaces all previous contracts and memorandums of understandings.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first mentioned above.

ELIDA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

OAPSE

Board President

President

Superintendent

Bargaining Team Member

Treasurer

Bargaining Team Member

Bargaining Team Member

Labor Relations Consultant

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ELIDA LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

OAPSE

Brenda Stocker
Board President

Don Hagler 6-29-11
Superintendent

[Signature] 6/29/11
Treasurer

Melinda Hart 6-30-11
President

[Signature] 6/30/11
Bargaining Team Member

[Signature] 6-30-11
Bargaining Team Member

Bargaining Team Member

[Signature]
Labor Relations Consultant