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**NEGOTIATED AGREEMENT**

**BETWEEN**

**THE SOUTHWEST LICKING LOCAL  
BOARD OF EDUCATION**

**AND**

**THE TEAMSTERS LOCAL UNION NO. 413**

**TRANSPORTATION UNIT**

**JULY 1, 2011 - JUNE 30, 2014**

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## AGREEMENT

This Agreement, entered into this 20<sup>th</sup> day of October, 2011 between the Southwest Licking School District Board of Education, (hereinafter "the Board") and Teamsters Local Union No. 413 Transportation Unit, affiliated with the International Brotherhood of Teamsters (hereinafter "the Union").

### ARTICLE 1 RECOGNITION

1.1 The Board recognizes and acknowledges that the Union is the sole and exclusive bargaining representative for all employees in the following positions: Bus Driver, Bus Mechanic, Bus Monitor and Transportation Receptionist/Dispatcher employed by the Board, excluding all other employees and classifications, as certified by SERB on June 9, 2005 subsequent to the election conducted on May 13, 2005, in Case No. 03-REP-11-0224. See SERB certification attached as Appendix A.

1.2 **New Positions:** When new positions that have a community of interest with the current bargaining unit are created by the Board or a change in title of a bargaining unit position is made, the recognition status of such positions shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Board and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the Union may petition the State Employment Relations Board (SERB) for a determination regarding the inclusion or exclusion of the position(s) in the bargaining unit. Should such positions be determined to be included in the bargaining unit, the Board and the Union shall meet to determine the appropriate wage for the position(s).

### ARTICLE 2 UNION MEMBERSHIP

2.1 **Union Membership:** Subject to the provisions in Section 2.1.3 and 2.1.4, all employees covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing. All employees hired after the effective date of this Agreement may become and remain members in good standing.

2.1.1 **New Hires:** The Board will notify the Union in writing of all new hires by routinely providing the Steward with a copy of the agenda for each Board meeting and a copy of approved minutes from each Board meeting. In addition, the Union shall be provided the new employee's name, mailing address, telephone number if the employee releases such information for publication in the staff directory.

**2.1.2 Dues Check-off:** An employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Treasurer an original authorization in the form to be prescribed by the Union authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the Board shall deduct such dues from the wages of said employee each of the two normal pay periods each month in equal installments. The amounts deducted in any month shall be paid to the Union by the last business day of the current month.

**2.1.3 List Of Union Membership:** The Union shall timely provide to the Treasurer a statement of the total monthly amount of Union related withholding that should be made for each employee.

**2.1.4 Fair Share Provision:** It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Board from the wages of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

**2.1.5 Bona Fide Religious Exemption:** All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(C) pertaining to bona fide religious exemption.

**2.1.6 Rebate Procedure:** The Union represents to the Board that:

- a. An internal advanced fee reduction procedure has been established in accordance with Section 4117.09 (c) of the Ohio Revised Code;
- b. A procedure for challenging the amount of the fair share fee had been established and will be given to each bargaining unit employee who does not join the Union; and
- c. Such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the state of Ohio. Where applicable, annually, the Union shall provide the Board, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, the Union sends to fair share fee payers, if any, relating to the deduction of fair share fees, provided, however, that the Union may omit any information which sets forth amounts of monies the Union spends in various categories, or other specific information not necessary to comply with constitutional requirements.

**ARTICLE 3  
EMPLOYEE RIGHTS**

**3.1 Personnel Files:**

**3.1.1** The official personnel files of each employee shall be maintained at the Board's central administration office. No other permanent file shall be maintained.

**3.1.2** Any employee shall have the right to examine and/or obtain copies of any material from his/her personnel file at the applicable copy charge. Employees shall be permitted to inspect their files during regular office hours upon request. Employees shall be permitted to prepare a written response to evaluations and/or discipline in his/her personnel file and such written response shall be placed in the employee's personnel file.

**ARTICLE 4  
UNION RIGHTS**

**4.1 Access to Work Areas, Bulletin Boards and Board Facilities:**

**4.1.1** Authorized agents of the Union shall have access to the Transportation Department work areas during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being followed, provided that he/she shall not disrupt or interfere with work performance. However, Union agents must comply with standard Board procedures for check-in and check-out of outside visitors, where applicable.

**4.1.2** The Board agrees to provide a bulletin board in the mechanics' space for the use of the Union. The bulletin board may be used to post information and notices of matters of concern to the Union and shall not be used to post obscene or offensive information.

**4.2 Union Rights to Information:** The Board shall provide to the Union a seniority roster of all bargaining unit employees on the effective date of this Agreement and annually thereafter. The roster shall indicate the employee's present classification and most recent date of hire.

**4.3 Orientation Sessions:** An orientation session shall be held for each new bargaining unit employee prior to commencement of employment, and the Board shall afford the Union an opportunity to introduce themselves to the newly hired employees and to make presentation (not to exceed 30 minutes) concerning this Agreement at such orientation sessions.

**4.4 Printing of Contract:** The Board shall assume responsibility for printing the contract and providing copies to all bargaining unit employees. The Union and the Board shall share the cost of printing the contract equally.

**4.5 Attendance at Meetings Involving Board and Union:** Union members whose presence is necessary or required during working hours in a meeting, hearing, etc. attended by both the Board and the Union concerning matters between the Board and the Union shall be released with no loss of time to participate in said hearing, meeting, etc. However, such meetings/hearings shall be scheduled outside of working hours whenever possible and twenty-four (24) hours' advance notice shall be provided whenever possible.

**4.6 Staff Meetings:** The Transportation Supervisor / Co-Supervisor will be required to conduct three quarterly meetings for the duration of two hours each for the purpose of training that must be attended by all bargaining unit members. Bargaining unit members shall be paid at their regular rate of pay for attending.

## **ARTICLE 5 STEWARDS**

**5.1 Stewards:** The Board recognizes the right of the Union to designate one steward and two alternates from the bargaining unit for the purpose of administering this Agreement.

**5.2 Grievances and Discipline:** The steward (or the alternate, in the absence of the steward) may assist in the investigation, presentation and settling of grievances and in representation of a bargaining unit member in a disciplinary matter, provided the steward is doing so outside his/her regularly scheduled work hours. However, in the event that a grievance or disciplinary meetings or hearings are scheduled during the steward's (or alternate's, as applicable) regularly scheduled work hours by the administration, the steward (or alternate, as applicable) shall be excused from work without loss of pay to attend.

**5.3 Union Business:** With reasonable advance notice, the steward and/or the alternate stewards will be excused from work without loss of pay to attend to Union business, as necessary up to a total maximum of five (5) work days of paid leave each contract year; provided that, said absence shall not unduly disrupt the Board's transportation operations. The request for time off from work under this section shall be in writing on a designated form. The five (5) work days provided herein shall not carry over from year to year.

**5.4 Board of Education Meetings:** The Union shall have the right to a position on all regular and special Board of Education meeting's agenda in accordance with Board of Education policy governing public participation.

## **ARTICLE 6 BARGAINING UNIT WORK/SUBCONTRACTING/PRIVATIZATION**

**6.1 Bargaining Unit Work:** Except as set for the below, all work currently performed by bargaining unit employees and all work assigned to bargaining unit employees during the term of this Agreement shall be performed by employees in the bargaining unit. This provision shall not be construed to prohibit management employees or the "transportation" secretary from performing such work on an as-needed basis.

**6.2 Exceptions:** The Board reserves the right to make payments to parents in lieu of transportation. The Board also reserves the right to contract with public and/or private entities to perform transportation and/or mechanic work when:

- a. the Board's employees are not qualified to perform the work; and/or
  - b. in regard to mechanic work only, the work was not being performed by bargaining unit members as of July 1, 2005, and/or
  - c. in regard to transportation of students only, it is more cost effective to do so, provided that such contracting out does not necessitate a reduction of Bus Drivers covered by this Agreement (the Board retains the right to reconfigure routes in order to avoid such a reduction in force) and the route to be contracted out has no more than three (3) students; and/or
  - d. in an emergency on a temporary basis not to exceed thirty (30) days.
- The Board agrees to provide the Union with reasonable advance notice of such contract and sufficient information to advise the Union of the basis for such contract.

**6.2.1** Nothing contained in this paragraph is intended to prohibit school related booster groups from contracting, either directly or through the school board, with a private entity to transport students to and from an extra-curricular activity associated with said school related booster group.

**6.3 Privatization:** The Board of Education may privatize its transportation services and, as a result, terminate any of its transportation staff positions (bus drivers, bus mechanics, bus monitors, and transportation receptionist/dispatchers) for reasons of economy and efficiency if the Board, instead of employing its own staff to transport some or all of the students enrolled in the School District, enters into a contract with an independent agent for the providing of transportation services for such students. Such a contract with an independent agent may be entered into only if all of the following conditions are satisfied:

**6.3.1** The collective bargaining agreement between the Union and the Board has expired or will expire within sixty (60) days from the date of entering into the contract between the Board and the independent agent and said collective bargaining agreement has not been renewed in conformance with the provisions of said collective bargaining agreement and with Ohio Revised Code Chapter 4117, or, during the term of the Agreement as long as the contract between the Board and the independent agent has an effective date of July 1 of any year covered by this Agreement.

**6.3.2** The Board permits any bargaining unit employee whose position is terminated under this Section to fill any vacancy within the School District's organization for which the employee is qualified. The Board shall select from among similarly qualified employees to fill such vacancies by seniority.

**6.3.3** The Board permits any bargaining unit employee whose position is terminated under this Section to fill the employee's former position in the event that the Board reinstates that position within one (1) year after the date the position is terminated under this Section.

**6.3.4** The Board permits any bargaining unit employee whose position is terminated under this Section to appeal in accordance with Section 119.12 of the Ohio Revised Code the decision of the Board to terminate the employee's position, not to hire that bargaining unit employee for another position pursuant to 6.3.2 above, or not to rehire that bargaining unit employee for a position if said position is reinstated within one (1) year after the position is terminated pursuant to the provisions of 6.3.3 above.

**6.3.5** The contract entered into by the Board and an independent agent for the provision of transportation services contains a stipulation requiring the independent agent to offer a similar position within the independent agent's organization to any bargaining unit employee with a satisfactory record of performance whose position is terminated as a result of privatization, but only to the extent that such position is part of the contract between the Board and the independent agent. For the purposes of this provision only, a satisfactory record of performance shall be defined as two or fewer instances of written discipline in the last twelve (12) months and no discipline at the level of suspension in the last eighteen (18) months.

**6.3.6** The contract entered into by the Board and an independent agent for the provision of transportation services contains a stipulation requiring the independent agent to recognize the Union for purposes of employee representation for collective bargaining purposes, and to maintain status quo as required by NLRB precedent with respect to all terms and conditions of employment as set forth in the collective bargaining agreement last entered into between the Board of Education and the Union, provided:

- a. a majority of the bargaining unit employees agree to such representation with such majority status being established if a majority of the bargaining unit employees are members of the Union at the time the Board enters into the contract with the independent agent;
- b. such representation is not prohibited by Federal law, including any ruling of the National Labor Relations Board;
- c. the Union is not prohibited from representing non-public employees by other provisions of law or its own governing instruments.

**6.3.7** However, any bargaining unit employee whose position is terminated under this Section shall not be compelled to be included in such bargaining unit if there is another bargaining unit within the independent agent's organization that is applicable to the employee.

**6.3.8** The provisions of Ohio Revised Code Section 3319.0810 shall be applicable to those bargaining unit employees whose position has been terminated as a result of this Section, unless specifically modified by a provision of this Agreement.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

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

7.2 **Procedure:** The aggrieved employee or the Union shall discuss the matter with the employee's immediate supervisor with the objective of resolving the issue informally. If the matter is not resolved informally, the aggrieved employee or the Union shall reduce any grievance to writing, on the grievance form attached as Appendix B to this Agreement, and present it to the Superintendent or designee within ten (10) work days of the event-giving rise to the grievance or of the date on which the employee or Union knew or should have known about the grievance.

**Step 1**

Within seven (7) work days of receipt of the grievance the Superintendent (or designee), the Union representative, and the employee will meet. The Superintendent (or designee) will issue a written answer to the grievance within ten (10) work days following the meeting to both the aggrieved employee and the Local Union.

**Step 2**

The Union may advance the dispute to arbitration by serving upon the Board written notice of the intent to submit the matter to arbitration within fifteen (15) work days following receipt of the Step 1 answer.

7.3 **Selection of an Arbitrator:** The parties should attempt to agree on a neutral arbitrator to hear the grievance. In the event there is no agreement, either party may submit a request to the Federal Mediation and Conciliation Services (FMCS) to obtain a list of seven (7) arbitrators from which to select the arbitrator. In the event either party is dissatisfied, for any reason, with the entire panel of arbitrators, a second panel of seven (7) arbitrators shall be requested by the dissatisfied party from the FMCS. To select an arbitrator from the panel, each party shall alternatively strike a name from the list until only one name remains. The remaining name shall be the arbitrator. Selection of Arbitrator will be made within ninety (90) days after the list is requested.

7.4 **Authority of the Arbitrator:** The arbitrator so selected will schedule a hearing at a mutually agreeable date. The arbitrator shall have no power to alter, amend, change, add to or subtract from or modify any of the provisions of this Agreement or any other written agreement made supplementary hereto but shall render a written decision and award resolving the controversy within sixty (60) days after the close of the hearing. The decision of the arbitrator shall be final and binding upon all parties to the dispute.

**7.5 Expenses of the Arbitrator:** The compensation of the arbitrator and his/her expenses incidental to the arbitration shall be paid by the losing party, if the Arbitrator determines that the party's position lacked a good faith basis in law or fact. Otherwise, the compensation and expenses shall be shared equally by the parties.

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

## **ARTICLE 8 DISCIPLINE**

**8.1 Discipline:** The Employer shall not discipline any employee without just cause. Ordinarily, discipline shall be progressive in nature with respect to the same general type of infraction (e.g. attendance/tardiness, work performance, misconduct), in accordance with the procedure set forth below. However the type and degree of discipline to be issued depends of the facts and circumstances of each case. Certain offenses, designated as "serious offenses," are serious enough to warrant skipping steps in the progression of discipline.

Serious offenses for which an employee may be terminated, without regard to prior discipline, include intoxication on the job, working under the influence of a controlled substance, and/or a positive drug or alcohol (defined as a .04 or higher) test result. However, if a bargaining unit member voluntarily requests counseling or assistance for a substance abuse problem before the Employer learns of the problem (through a positive test result or otherwise), the bargaining unit member's job security and/or promotion opportunities will not be jeopardized by his/her request for counseling or referral assistance. A bargaining unit member may not avoid the consequences of a positive test by requesting counseling or assistance for a substance abuse problem after being instructed to submit to a drug test. The definition of a "positive" alcohol test result as .04 or higher for purposes of this provision shall not be construed to preclude discipline of an employee for repeated occurrences of an alcohol test result between .02 and .039.

### **Progressive Discipline**

1. Informal/oral reprimand
2. Written reprimand
3. Suspension without pay
4. Termination

Nothing herein shall preclude the Employer from issuing more than one (1) oral or written reprimand. Neither oral nor written reprimands will be subject to arbitration.

**8.2 Timing of Discipline:** All discipline shall be issued within ten (10) work days from the time of the last event giving rise to the disciplinary action, or from the time that the Employer knows or should have known about the last event giving rise to the disciplinary action, unless the Employer needs additional time to investigate the potential discipline. If the Employer needs additional time to investigate the potential discipline, the Employer shall issue a written notice to the employee that it has commenced an investigation into possible discipline within ten (10) work days from the time of the last event giving rise to the potential disciplinary action, or from the time the Employer knows or should have known about the last event giving rise to the potential disciplinary action, and shall issue any resulting discipline as promptly as possible thereafter, but in no event more than thirty (30) work days after the date of the investigation notice unless otherwise mutually agreed upon by the Union and the Employer. Any discipline not issued within this time period shall be void.

Further, any verbal reprimands issued shall not be used for the purposes of progressive discipline after twelve (12) months and at the request of the employee shall be removed from an employee's record at the end of the twelve (12) month period, providing no intervening discipline action has occurred and the pending discipline is not for the same or similar incident. Any written reprimand issued shall not be used for the purpose of progressive discipline after a period of more than eighteen (18) months, and at the request of the employee shall be removed from an employee's record at the end of the eighteen (18) month period, providing no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident. Any suspension of ten (10) days or less issued shall not be used for the purpose of progressive discipline after a period of more than twenty-four (24) months, if no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident. Any suspension of more than ten (10) days issued shall not be used for the purpose of progressive discipline after a period of more than thirty-six (36) months, if no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident. Unless otherwise specified above, at the request of a bargaining unit member, disciplinary documents shall be removed from the employee's personnel file after thirty-six (36) months, provided that there has been no same or similar infraction.

**8.3 Employee Receipt of Discipline:** Employees shall be provided a copy of all discipline. When an employee is provided or shown a copy of written reprimands or other disciplinary documents, the employee shall acknowledge such receipt or opportunity for review by affixing his/her signature where indicated on the form as requested by the supervisor. Such acknowledgment is for the sole purpose of demonstrating receipt or opportunity for review and shall not constitute agreement on the part of the employee with respect to the contents of the document.

**8.4 Union Representation:** The Employer agrees that, for any interview with an employee that potentially may lead to discipline, the Employer will not proceed with the interview without offering the employee the opportunity to have one (1) Union representative (Steward or other available representative) present. In the event the Employer believes at the time of the interview that the issue may lead to the employee's termination, the employee shall have the right also to have the Union Business Agent present. The Employer shall provide to the Union a copy of all discipline issued.

**8.5** This Article supersedes and takes the place of ORC Sections governing the discipline of employees, including ORC Section 3319.081.

**8.6 Pre-disciplinary Procedures:** Before imposing a demotion, suspension or discharge on an employee, the Employer shall hold a *Loudermill* due process conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. If the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, and the conference is not held within seventy-two hours after the Employer requests to schedule the conference, the Employer may then suspend the employee without pay pending the conference to determine final disciplinary action. If after the conference, the Employer determines suspension is not warranted, the employee will be reimbursed for any pay lost due to a pre-conference suspension.

## **ARTICLE 9 EQUIPMENT AND SAFETY**

**9.1 Safe Buses:** No vehicle shall be dispatched, nor shall a driver be required to drive or transport school children, when the vehicle is unsafe for driving. If a driver believes that a bus is unsafe, she/he shall immediately report the unsafe condition in writing to the mechanic and to the Transportation Supervisor using the Transportation Department Mechanic Defect Report form. The Transportation Supervisor shall take appropriate steps to insure that the bus is in safe working condition prior to being dispatched. The final decision as to whether a bus is safe for driving shall remain the responsibility of the Transportation Supervisor.

## **ARTICLE 10 SENIORITY**

**10.1 Seniority:** System seniority shall be defined as the employee's length of continuous employment with the Board as computed from the employee's most recent date of hire. Bargaining unit seniority shall be defined as the employee's length of continuous employment in a job classification within the bargaining unit. Job classification seniority shall be defined as the employee's length of continuous employment in a particular job classification in the bargaining unit that is computed from the employee's most recent date of entry into such job classification. New hires having the same date of hire, shall be placed on the seniority list using the following criteria in order:

- a. Date of hire as District substitute driver
- b. Date of Licensing
- c. Date of Application

**10.2 Seniority Lists:** There shall be posted in a conspicuous place seniority lists for each job classification in the bargaining unit and sent to the local Teamsters business agent.

**ARTICLE 11**  
**HOURS OF WORK AND OVERTIME**

**11.1 Overtime:** Except as otherwise provided herein, all overtime hours as defined in this Agreement shall be compensated at one and one-half (1.5) times the employee's regular straight-time hourly rate. Overtime is defined as all hours worked in excess of forty (40) hours in any one work week (12:01 a.m. Saturday to midnight the following Friday). Overtime must be authorized in advance by the Superintendent or designee, except as set forth in Article 14, Section 14.1.1. There shall be no pyramiding or duplication of overtime and/or premium hours.

**11.1.1** For the purpose of computing the number of hours for overtime, holidays, vacation, personal leave, sick leave, and compensatory time taken shall not be treated as hours worked.

**11.1.2** For all pre-approved hours worked on Sunday, employees shall be paid two (2) times their regular rate, regardless of the number of hours worked in the week.

**11.2 Minimum Call-in Time:** Any employee called in to work at a time when the employee is not scheduled to work shall receive a minimum of two (2) hours' pay at the employee's regular rate of pay or overtime pay, if applicable under this Agreement. This pay provision shall also apply when an employee reports to work for a field trip, but the field trip has been cancelled and the Board failed to attempt to notify the employee at least one (1) hour prior to the employee showing up for work.

**11.3 Calamity, Epidemics, Inclement Weather Day Pay:**

**11.3.1** In accordance with the requirements of the Ohio Revised Code, employees shall be paid for all time lost when school is closed due to an epidemic or other public calamity.

**11.3.2** Consistent with Ohio Revised Code 3319.081(G), nothing in this Article shall be construed as requiring payment in excess of an employee regular wage rate for time worked when school is closed due to an epidemic or other public calamity.

**11.4 Mechanics' Schedules:** At the beginning of the school year, the mechanics shall be assigned a regular schedule consisting of eight (8) hours per day, Monday through Friday. During the summer months when school is not in session, with the mutual agreement between the mechanics and the Transportation Supervisor, mechanics may be assigned to a schedule of four (4) consecutive work days consisting of ten (10) hours per day, Monday through Thursday. In the event a mechanic is required to work outside of his/her regular schedule, the mechanic's regular schedule shall not be altered or reduced to avoid the payment of overtime.

**11.4.1** All mechanics may request to assume another's hours when the other is on leave for more than two consecutive work days. Any change in schedule must be pre-approved by the supervisor, which approval shall not be unreasonably denied, and any overtime hours must be pre-approved by the Superintendent or designee.

**11.5 Receptionist/Dispatcher Schedules:** Receptionist/Dispatchers who are hired to work an AM or a PM shift may be offered extra work on the opposite shift (AM or PM), but shall not be required to perform extra work on the opposite shift.

**11.5.1** In the event a Receptionist/Dispatcher accepts extra work performing bus driving or administrative duties, he/she shall be paid his/her regular straight-time hourly rate of pay (or overtime, as applicable).

**11.5.2** In the event a Receptionist/Dispatcher is required to perform driving duties in place of his/her regular duties during his/her regularly-scheduled hours, he/she shall be paid his/her regular straight-time hourly rate of pay. No Receptionist/Dispatcher shall be required to perform driving duties outside of his/her regularly-scheduled hours.

**11.5.3** A Receptionist/Dispatcher shall not be required to perform any work during the normal spring break or winter break periods. A Receptionist/Dispatcher may be offered work during the normal spring and winter break periods on the same basis as work is offered to him/her for Summer Work pursuant to Article 14.

**11.6 Drivers' Regular Routes:** Drivers shall be permitted to drive their regular bid routes and shall not be moved, without the consent of the driver, to another route to allow a substitute driver to drive the driver's regular route.

**11.6.1** When a substitute is needed for a route and one or more regular drivers are not scheduled to drive their regular route at that time, then the regular driver(s) shall be given the option to drive before a substitute bus driver.

**11.7** The Employer necessarily retains the right in an emergency situation to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day, as it determines the needs of the District may require. Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week.

## **ARTICLE 12 LAY-OFF AND RECALL**

**12.1** Whenever it becomes necessary to reduce the number of employees in a job classification for one of the reasons set forth in ORC 3319.172, employees in that classification shall be laid off in the inverse order of seniority under the following rules and in accordance with ORC 3319.172:

**12.1.1** If not inconsistent with Ohio law, the person with the lowest job classification seniority in the classification affected shall be the first laid off. If further layoffs are necessary, the same procedure shall be used.

**12.1.2** A person laid off under these provisions, shall have the right to bump into a job classification within the bargaining unit on the basis of his/her bargaining unit seniority and qualifications at the time of layoff. An employee on a one-year limited contract who bumps into another classification shall be employed on another one-year limited contract for the following school year. If the second one-year limited contract is renewed, the employee shall then be employed on a third one-year limited contract. If employment is then renewed, he/she shall be employed on a continuing contract. An employee in the second year of a two-year limited contract or on a continuing contract who bumps into another classification shall be employed on a one-year limited contract the following school year. If the one-year limited contract is renewed, the employee shall then be employed on a continuing contract. Bumping shall not affect the contract sequence for an employee on a first year of a two-year limited contract. An employee on a continuing contract who bumps into another classification shall retain continuing contract status for purposes of recall into his/her former classification.

**12.2** If not inconsistent with Ohio law, a person on layoff shall maintain her/his recall rights for a period of two (2) years from the date of layoff.

**12.3** In recalling employees to vacancies, employees shall be recalled in the reverse order of layoffs.

**12.4** It shall be the responsibility of the employee to keep the Board advised of his/her current address and telephone number at all times. Laid off employees with recall rights shall be given written notice of recall by certified mail, return receipt requested, mailed to their last known address appearing on their personnel record. The recall notice must advise the employee that he/she shall have seven (7) calendar days after receipt of said notice to notify the Board of his/her intention to return to work. Further, the notice must advise the employee that he/she must make himself/herself available for work within fourteen (14) calendar days after receipt of the recall notice. In the event the employee fails to respond to the notice or fails to make himself/herself available for work in the time prescribed, he/she shall be removed from the seniority list; except that pursuant to ORC 3319.17 and 3319.172, employees have the right to reject an offer of recall for lesser hours of employment without losing their position on the recall list.

### **ARTICLE 13 BIDDING PROCEDURE**

**13.1** All non-kindergarten bus routes held by bargaining unit employees at the end of the school year shall be assigned to the same bargaining unit employee at the beginning of next school year, unless the non-kindergarten route becomes vacant. All non-kindergarten bus routes that become vacant at the end of the school year or at the beginning of the following school year shall be filled by seniority based on the bid process set forth below. Except as set forth in this Article, route assignments for bus drivers shall be continued from year to year.

**13.1.1** All non-kindergarten routes that were open at the end of the past school year or become open prior to the beginning of the next school year shall be posted for bidding in the first full work week of August. The Transportation Supervisor will post the vacant non-kindergarten bus routes on a bulletin board in the Transportation facility. The posting will show each route number, the number of hours anticipated for each route as of the time of the posting, a description of each route, the anticipated starting time for each route and any other information that the Transportation Supervisor deems pertinent. During the second full work week of August, drivers will bid on the vacant non-kindergarten routes in order of their classification seniority. The non-kindergarten routes that become vacant as a result of this initial bidding shall be placed up for bidding immediately during the second full work week of August, and the process shall continue in round-robin, that same day, until all members that wish to bid have had the opportunity to fill any and all vacancies.

**13.1.2** There shall be one (1) annual bid on kindergarten bus routes prior to the beginning of the school year. All kindergarten bus routes shall be bid by job classification by classification seniority with the same procedures as set forth in Section 13.1.1 above.

**13.1.3** There shall be one (1) annual bid, prior to the beginning of each school year, for all bus monitors on routes deemed by the Employer to need a bus monitor.

**13.2** If a new bus routes (kindergarten or non-kindergarten) is created, or if a bus driver resigns, retires, or is terminated from employment prior to April 1 during the school year, the available kindergarten or non-kindergarten bus route shall be posted for bid by any bargaining unit employee for a minimum of five (5) work days and shall be bid by classification seniority first within the classification and then outside the classification, if necessary. The bidding procedure will begin a minimum of five (5) days prior to the effective date of the employee's resignation or retirement. If no employee within the classification bids on the available bus route, then it will be filled by the most senior bargaining unit employee outside the classification. If no employee in the bargaining unit bids on the available route or if the route becomes available on or after April 1, then the Board may utilize a substitute for said available route.

**13.2.1** The provisions of this section dealing with vacancies shall not include positions that are vacant due to an employee's approved leave of absence. In such event, the position shall be filled by a substitute bus driver until such employee returns from a leave of absence as long as the leave of absence does not extend beyond one (1) year.

**13.3** All classifications shall be afforded the opportunity to bid on all vacant positions (a position for a bus driver includes the driver's route assignment). The vacant position shall be awarded to the most senior employee in the job classification bidding for the position; if no employee in the job classification bids on the vacant position, then it shall be awarded to the most senior, qualified employee in the bargaining unit bidding for the position. To bid a driving job the bidder must have a valid CDL at the time of the bid and shall be insurable under the Board's policy. During the school year until April 1, only the initial and the three (3) subsequent vacancies shall be filled by this bidding process with the next vacancy occurring because of the initial vacancy being filled at the discretion of the Board, including the use of a substitute. If all three subsequent vacancies are bid, then the fourth vacancy shall be posted for bid the following school year.

**13.3.1** Employees who change job classifications shall serve a trial period of up to sixty (60) actual workdays in the new position. Employees shall not accumulate job classification seniority in the new job classification during the trial period, but shall continue to retain their seniority in their former job classification during this period. At any time during the trial period, the employee may choose to return to his/her former classification or the Employer may return the employee to his/her former classification. An opportunity to discuss a return made by the Employer will be provided by the Employer upon request. Upon successful completion of the trial period, the Employee shall acquire seniority in the new classification retroactive to the date of appointment into the new classification.

**13.4** Any time a route is modified such that there is an increase or decrease in the route time equaling thirty (30) minutes or more, that route shall be re-bid and awarded to the most senior driver bidding. Only the initial modified route and three (3) subsequent open routes shall be posted for re-bid in this circumstance.

**13.5** If the Transportation Supervisor or designee receives information that causes him/her to believe that it might be necessary to reassign a bus driver or bus monitor to a different route because of safety, liability or a disruption of operations, the Transportation Supervisor, or designee, shall notify the Union in writing about such potential reassignment and conduct a meeting with the Union Representative, Union Steward and affected employee(s) at least five (5) work days prior to any such reassignment to discuss the reasons for such potential reassignment, and any possible resolution. After such meeting, if the Transportation Supervisor, or designee, determines that reassignment is necessary for reasons of safety, liability or disruption of operations, he/she shall notify in writing the Union and the affected employee(s) of his/her decision and the routes which are affected by such decision. Every effort shall be made to locate an alternative, appropriate route assignment that is a similar length of time. Any driver subjected to an involuntary reassignment during a school year that results in a decrease of his/her route time shall continue to be paid through the remainder of the school year as if he/she was driving his/her original route. At the end of that school year, the Transportation Supervisor shall conduct another meeting with the Union representative, Union Steward and affected employee(s) to discuss options for the following year other than the retention of new route assignments pursuant to paragraph 13.1 above (e.g., possible bidding of routes).

**ARTICLE 14**  
**FIELD TRIPS**

**14.1 Assignment of Field Trips:** All field trips shall be assigned on a rotating basis to bus drivers who elect to put their name on the trip board, beginning at the start of the school year with the most senior bus driver and moving through the trip board in seniority order. After the initial assignments at the beginning of the school year, the rotation shall begin wherever it last ended on the trip list, except as otherwise set forth in this Article.

**14.1.1** All weekly field trips shall be posted on Monday (or as soon as the trip request is received) for bid on Wednesday by 6:00 a.m. (No bus driver shall be permitted to drive a field trip that conflicts with his/her regular route time.) All overtime must be approved in advance by the Superintendent or designee except where a field trip is not scheduled to result in overtime hours and unforeseen circumstances cause overtime hours to occur.

**14.1.2** The bus driver next in the rotation shall be permitted to select from the trips available. If a bus driver declines all of the available trips when it is his/her turn to select, he/she will not be permitted to select a trip until his/her name comes up again in the rotation.

**14.1.3** If there are insufficient volunteers for the trip(s) available, the Employer will attempt to find substitute drivers. If the Employer cannot find a sufficient number of substitute drivers, the Employer will have the right to mandate bus drivers whose names are on the trip board to perform the work. Such mandatory trip(s) will be assigned beginning with the least senior employee on the trip board.

**14.1.4** Bus drivers shall have the opportunity to place their names on the trip board or remove their names from the trip board on the first day of school and on the first day of school in January each year.

**14.2 Summer Work For Bus Drivers:** Bus drivers wishing to drive summer routes or summer trips shall put his/her name on the summer work list. All summer routes will be posted for bid. When time permits, the bid will remain posted for a minimum of five (5) consecutive business days and the bid will be awarded at least five (5) business days before the beginning of summer routes. The Transportation Supervisor will attempt to contact bus drivers on the summer work list to drive summer trips, as those trips arise. The Transportation Supervisor will begin with the most senior bus driver on the work list, at the beginning of the summer, and move through the rotation list throughout the summer in the same manner as described in Sections 14.1 and 14.1.3 above.

In the event summer route or summer trip work remains unfilled, the Employer will have the right to mandate bus drivers whose names are on the summer work list to perform the work. Such mandatory work will be assigned beginning with the least senior bus driver on the summer work list. Only after the Board has exhausted the trip board shall the Board be permitted to use substitutes to take the open summer routes or summer trips.

### **14.3 Field Trips:**

**14.3.1** All field trips will have a two (2) hour minimum guarantee and employees shall be paid for all hours worked, including time spent in pre and post field trip inspections and fueling of the bus, picking up, dropping off, driving the bus and waiting at the field trip sites.

**14.3.2** No bus driver may leave the trip site during the trip. No bus driver may leave the trip site at the end of the trip without all passengers who rode the bus to the trip site unless instructed to do so by the coach/teacher in charge.

**14.3.3** Lodging and Meals: Any employee in the bargaining unit who, as a result of a Field Trip assignment, must be lodged away from home overnight, shall be provided a private room at the same facility as the trip participants. If a private room at the same facility as the trip participants is not available, the employee shall be provided a private room at the nearest facility, not more than twenty (20) miles from the facility being used by the participants, that offers a private room comparable to the private room at the participants' facility. Meals, excluding alcohol, sales tax and any gratuity in excess of 15%, will be reimbursed up to \$8 for breakfast, \$8 for lunch, and \$16 for dinner with proper detailed receipts for those overnight trips.

**14.4 Driver/Trainer:** The position of Driver/Trainer shall be assigned to the most senior, qualified Driver(s) volunteering for the position. Driver/Trainers shall receive pay for all time spent training drivers at the employee's regular hourly rate, plus additional fifty-cents (\$.50) per hour. Training work shall be assigned on a rotating basis, beginning with the most senior Driver/Trainer available to perform said work.

**14.5 Summer Work for Receptionists/Dispatchers:** Any extended days or summer work in the Receptionist/Dispatcher classification shall be offered by classification seniority to the Receptionists/Dispatchers. In the event an insufficient number of the Receptionists/Dispatchers accept the available summer work/extended days, the available work shall be offered by seniority to those bus drivers who have signed list indicating their desire to be contacted about performing such work, provided they have passed the test of computer skills given to current applicants for Receptionist/Dispatcher. If there are still not enough volunteers to perform the available work, the Board will attempt to find substitute employees to perform the work.

### **14.6 Trip Board:**

All trips received according to the Southwest Licking School calendar before the Wednesday morning trip board bidding will be posted on the trip board.

## **CHOOSE OR MOVE BOARD:**

Trips that are requested after the Wednesday morning Trip Board Bidding, but goes out before the following Wednesday Trip Board, will go on the Choose or Move Board. Trips not chosen from the regular Wednesday Trip board will go on the Choose or Move Board to be bid on again.

Trips that are turned in from the Wednesday morning bidding will go on the Choose or Move Board to be bid on again.

**14.6.1** Selection time will be at 6:00 a.m. In the event of two (2) hour delay, Trip Board will be at 8:00 a.m. If we have a calamity day, Trip Board selection will be the next school day,

**14.6.2** The Trip Boards will be handled by the Dispatcher under the supervision of the Transportation Supervisor/Co-Supervisor. The Transportation Supervisor and/or Co-Supervisor shall attend the actual trip selection.

Drivers must be present during the trip selection. The only exception is that if the driver's route leaves before 6:10 a.m. then that driver can give the Transportation Supervisor/Co-Supervisor the name of their designated bidder, the day before Trip Board.

If the Trip Board marker lands on the name of a driver who is absent for Wednesday's Trip Board selections, the marker will be moved to the next driver in rotation.

Once a driver chooses a trip at the Wednesday morning bidding and the marker has been moved, the driver cannot erase their name from that trip to select another trip.

No driver can turn back in a trip during regular Wednesday Trip Board selection.

The bidding process will continue until all of the trips have been chosen or the rotation has gone through all of the drivers present, and no one else is bidding on any trips. The marker will then be placed on the name of the driver who is immediately after the driver who was last to sign up for a trip.

All trips not taken from these Boards will go to the Choose or Move Board and the Choose or Move Board rules will then apply.

Driver may only bid on trips which posted hours will not place them over 40 hours a week when combined with their scheduled work week unless approved time off has been granted (e.g., personal leave, doctor appointments, etc...).

## **CHOOSE OR MOVE BOARD:**

This Board will be kept in the drivers' break room. The markers will only be moved by the Receptionist/dispatcher or designee. The Board will be updated after each trip is selected.

The remaining trips, as well as the trips requested after the Wednesday a.m. bidding, will be announced over the radio with details given.

The bidding will start with the most senior driver in that rotation. In the case of multiple trips, the most senior driver bidding will take first choice of the trips and the marker will move to the next most senior driver in the rotation taking the next trip of their choice until the trip(s) are taken.

If a driver is not scheduled to run the day the Choose or Move Bidding starts for a trip, the Trip Board Secretary must call the non-scheduled driver before moving the marker to the next driver in rotation. If the non-scheduled driver cannot be reached after reasonable attempts were made, the Trip board Secretary may move the marker to the next driver in Trip Board rotation. This rule is for non-scheduled drivers only, and excludes drivers that are marked off sick or are on personal leave.

### **14.6.3**

- (A) New drivers may be added to the lists when they become hired full-time.
- (B) Drivers joining or rejoining the lists will be added according to seniority.

**14.6.4 Trading for Monetary Gain:** A driver may trade their chosen trip for a trip on the Choose or Move Board under the following conditions:

1. The trip being requested would have a monetary gain; and
2. A trip cannot be traded less than twenty-four (24) hours prior to its time of departure.
3. If the trip to be traded is a weekend trip, the trip cannot be traded after 10:00 a.m. on Friday.

The turned in trip will now become a Choose or Move trip and the bidding process will begin for the turned-in trip.

**14.6.5 Turned-In Trips:** Once chosen, a trip may not be turned back in unless it is to trade up on the Choose or Move Board, or in the actual case of a true emergency.

1. Notice of said emergency will be given in writing to the Transportation Supervisor for consideration.
2. If a driver turns in a trip after the Wednesday Trip Board and it was not to trade up or due to an emergency, that driver will be passed for the next Wednesday Trip Board selection, and the turned in trip will go to the Choose or Move Board.

**14.6.6 Weekend Emergencies:** If a trip must be reassigned over the weekend due to an emergency, the driver will call the Administration Secretary for reassignment.

**14.6.7 Field Trip Rules:** Drivers may not trade trips with other drivers. If a trip has more than one bus, and the buses start to leave the trip site, the most senior driver on the trip will have the choice of staying and receive extra hours, or leave early. When driving a trip, the bus driver is in charge of student discipline just as s/he is when driving a regular route, and regular bus rules apply.

**14.6.8 Cancelled Trips:** If a trip is cancelled before the trip is scheduled to start, that driver will have the first choice on the next Wednesday morning Trip Board.

If a trip is cancelled after a driver has already arrived at the bus garage, that driver may take the minimum of two (2) hours show-up pay or place their name on first choice status on the next Wednesday Trip Board Bidding. That driver cannot do both.

In the event that two (2) or more drivers had trips cancel that would have left the same day and time, the most senior driver will get first choice status on the next Wednesday Trip Board Bidding, following with the next senior driver until those drivers in first choice status have completed their bids.

If there is more than one (1) driver that had their trip cancelled during the week, then the driver with the trip that was scheduled to leave first, by date and time will have first choice status on the Trip Boards.

If a driver or drivers in first choice status does not get a bid because of no trips, their first choice status will continue to the following week's Trip Boards until all first choice status drivers take their bids or pass.

If a driver has traded a Wednesday morning trip for a Choose or Move Board Trip and the Choose or Move Board Trip cancels, that driver only gets first choice status on the Choose or Move Board.

If a bus driver has a trip that cancels and there is trip that has been assigned to a sub-driver, then that full-time driver may bump the sub-driver for said trip.

**ARTICLE 15  
EMPLOYEE MATERIALS AND FACILITIES**

**15.1 Uniforms:**

**15.1.1 Mechanics:** Mechanics shall be provided a clothing allowance of \$275.00 per fiscal year. Mechanics must submit proper receipts for clothing/boots to the Board Treasurer to receive said allowance.

**15.1.2 Other Employees:** For employees other than mechanics, the Board shall continue to pay the full cost of identification badges, required by the Board to be worn or used by bargaining unit employees.

**15.2 Equipment:** Should the Board require use of any equipment or gear to insure the safety of the employee or others, the Board agrees to furnish such equipment or gear. The Board shall furnish ice scrapers, flash lights, paper towels, cleaning supplies, and batteries, and shall continue to furnish all tools necessary for bargaining unit employees to perform their jobs.

**15.3 Facilities:** The Board will continue to maintain the existing washrooms for men and women, the availability of drinking water, the lunchroom and an emergency first aid kit at the Garage. The Board agrees to insure that employees have access to a telephone and restroom at the support service center at all times.

**ARTICLE 16  
LEAVE OF ABSENCE**

**16.1 Assault Leave:** Unit members may receive paid leave of absence which results from physical assault while engaged in the performance of their duties as employees of the Board of Education.

Such leave shall not be charged to sick leave or any other leave and shall be subject to the provisions of ORC 3319.143.

**16.1.1** A request for assault leave describing the incident that resulted in the request shall be filed by the unit member with the Board of Education as soon as possible following the incident.

**16.1.2** The Board of Education shall furnish, in writing, reasons for denial of a request for assault leave.

**16.1.3** As per ORC 3319.143, a signed physician's statement stating the nature of the disability and its probable duration may be required.

**16.1.4** In the event of a potential long-term absence, the Board of Education may require updates of the physician's statement at thirty (30) calendar day intervals. In the case of extended absence, the Board of Education may require an examination by a physician of its choice at Board of Education expense.

**16.1.5** The unit member shall receive all his/her regular benefits during the period of the leave and shall have the right to return to the same position(s) and in the case of a driver, route assignment, he/she occupied prior to the leave.

## **16.2 Unpaid Leave:**

**16.2.1** Upon written request, with permission of the Board upon the recommendation of the Superintendent, a bargaining unit member may be granted by the Board an unpaid leave of absence for a specified period of time, not to exceed one (1) year. Such a leave of absence may be extended for one (1) additional year upon approval of the Board. Employees must use accrued, unused paid leave before being eligible for unpaid leave.

**16.2.2** Such leave shall be granted for purposes of paternity, maternity or adoption. Extensions of initial leave requests for the same instances of paternity, maternity or adoption may be granted in accordance with Paragraph 16.2.1 above.

**16.2.3** While on leave, the bargaining unit member may participate in the group health care benefits program offered to regular unit members by paying the total cost of the premium to the Board. The terms of such payment are to be established by the Treasurer of the Board. Such terms allow for monthly or other periodic payment as long as payment is received by the Treasurer before disbursement is required.

**16.2.4** Seniority status of the bargaining unit member shall not be interrupted by the leave, but the period of the leave shall not count toward accumulated seniority.

**16.2.5** A leave of absence shall place a unit member's limited contract in abeyance for the period of the leave (i.e., a unit member who has a two-year limited contract and who requests a leave of one year following the first year of that contract returns to the District with one year remaining on that contract).

**16.2.6** Upon the return of a unit members from a leave of absence, the Board may non-renew the contract of a person hired exclusively for the purpose of replacing the bargaining unit member who was on leave.

**16.3 Court Leave:** Employees shall be granted leave with pay for a court appearance, required either by a subpoena or a court order (for civil cases only, not traffic or criminal). If the employee receives any pay for such appearance, the Board shall only pay the difference between pay received, exclusive of mileage reimbursement, and the employee's regular hourly rate for the number of regularly-scheduled work hours missed. Employees should notify their supervisor as soon as possible following receipt of a subpoena or court order.

**16.4 Personal Leave:** Each bargaining unit member shall be granted three (3) days unrestricted personal leave each contract year. These three (3) days of personal leave shall not be deducted from the unused balance of accumulated sick leave. Unused personal leave may not be carried over from one contract year to the next. Bus drivers and bus monitors may take personal leave in route increments (*i.e.*, a.m. route, p.m. route, kindergarten route). All other employees may take personal leave in one-quarter (1/4) hour increments.

**16.4.1** Whenever possible, Requests for Personal Leave forms should be completed at least forty-eight (48) hours prior to the absence. In the case where this is not possible, the Request for Personal Leave form should be completed as soon after the absence as possible. The Employer shall have the right to deny the use of personal leave because of the lack of an available substitute. Once approved, Personal Leave shall not be rescinded by the Employer without the consent of the affected bargaining unit employee.

**16.4.2** Bargaining unit members shall be paid for each day of unused personal leave by multiplying regularly scheduled hours times regular hourly rate or, at the option of the bargaining unit member, up to two days of said unused personal leave may be converted to sick leave and accumulated in the same manner as sick leave earned under Article 22 of this Agreement. Unused personal leave shall be paid on the last pay in June.

**16.5 Jury Duty:** Employees will be paid by the Board while serving on jury duty, provided that they complete a written request to serve on jury duty and comply with applicable Board regulations.

**16.5.1** Employees on jury duty must report at once to the Transportation Supervisor/Designee if they are released from jury duty before the end of their regularly-scheduled work hours.

**16.5.2** Within ten (10) work days following receipt of payment from the court for jury duty assignment, the employee must submit said payment to the Treasurer's office.

**16.5.3** Employees will be paid their regular daily straight-time hourly rate of pay for their normal scheduled hours of work while performing jury duty which interferes with their regularly-scheduled hours of work.

**ARTICLE 17**  
**PHYSICAL EXAMINATIONS**

17.1 The Employer may require employees to have a physical or mental examination, conducted by a physician appointed by the Employer, to determine the employee's capability of performing the duties of his/her position. The Employer shall pay the cost of any such examinations. Examinations required by the Employer are not to exceed one (1) per year, except where the Employer has objective evidence to require additional examinations. If employees are required to submit to such examinations during their normal working hours, they will be paid at their regular straight time hourly rate of pay for time spent in those examinations and for the actual travel time going to the examination location and return from the examination location back to the Support Services Center. When such examination are conducted outside an employee's normal working hours, the Employer shall pay employees for time spent at the place of the examination and for the time spent going to and from the place of said examination.

17.2 If the Employer requires a physical, mental or other examination, the Employer will appoint the physician to conduct the examination and will pay for it. If the employee wishes to have a second opinion, the Employer and employee shall mutually agree to a second physician to provide an examination. The employee will pay the cost of the second examination. If the first and second opinions conflict in any respect, then either party may request a third opinion and the first and second physicians shall mutually agree to a third physician to provide an examination. The Employer and Union shall share the cost of the third examination. The results of the third examination shall be binding upon both parties. If the third examination is requested by the Employer and results in the employee's favor, the Union shall be reimbursed for its portion of the costs of the third examination.

17.3 If the Employer requires a physical, mental or other examination, the Employee will be placed on administrative leave with pay until the Employer can schedule the examination and through the conclusion of the examination. If the employee does not attend the examination as scheduled by Employer, then the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the examination. The Employer and the employee will both ask the physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.

17.3.1 If the employee desires a second opinion, the employee will be placed on administrative leave with pay for up to five (5) working days after the date of the issuance of the verbal opinion by the first physician. If the employee is unable to obtain a second opinion within the five-day period, then the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the second examination. Both the Employer and the employee will ask the second physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.

**17.3.2** If the Employer desires a third opinion, the employee will be placed on administrative leave with pay from the date of issuance of the verbal opinion by the second physician until the first date the third examination can be scheduled and through the conclusion of the examination. Both the Employer and the employee will ask the third physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report. If the employee does not attend the examination as scheduled, the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the third examination.

## **ARTICLE 18 NO STRIKE/NO LOCKOUT**

**18.1** The Union and employees covered by this Agreement shall not engage in, initiate, authorize, sanction, ratify, support, or participate in any strike, work stoppage, or other concerted disruption of the Board's operations, including the honoring of any strike activity while on Board time by other employees or by non-employees of the Board, during the life of this Agreement, nor will the Board engage in a lockout of employees during the life of this Agreement.

## **ARTICLE 19 SAVINGS CLAUSE / SEVERABILITY**

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

## **ARTICLE 20 WORK RULES/CONTRACT ADMINISTRATION**

**20.1 Work Rules:** When existing published work rules are changed or new published work rules are established, the Union shall receive a copy of the changed or new work rule no later than fifteen (15) days prior to implementation of the rule, except where not possible. To the extent that any work rules are inconsistent with the terms of this Agreement, they are void. The Union retains the right to challenge the application, interpretation and/or reasonableness of any work rule through the grievance and arbitration procedure of this Agreement.

**20.2 Supersedes Prior Agreements And Practices:** This Agreement supersedes all previous oral and written agreements between the Employer and the Union and between the Employer and any employee, except for Board policies and School Bus Manual provisions, the subject of which are not in conflict with any provision of this Agreement.

**Amendments to Agreement:** Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

## **ARTICLE 21 SERS PICK-UP**

**21.1** The Board agrees to "pick-up" each employee's SERS contribution, at no cost to the Board, using the "salary reduction" method. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory reduction from the contract wages otherwise payable to such employee, for the purpose of federal and state income tax only. This amount is currently tax-deferred for purposes of the employee's federal and state income tax.

**21.2** The Employer shall compute and remit its employer contributions to SERS based upon the employee's total annual wages, including the "pick-up." For federal and Ohio income tax purposes, the Employer shall report as the employee's gross income the total annual wages less the amount of the "pick-up." For municipal income tax purposes, the Employer shall report as the employee's gross income the total annual wages, including the amount of the "pick-up." Income tax withholding shall be computed based upon gross income as reported to the respective tax authorities.

**21.3** The Board's total combined expenditures for employees' total annual wages otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.

**21.4** The "pick-up" shall be included in the employee's total annual wages for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.

**21.5** The "pick-up" shall be a uniform percent for all employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

**21.6** The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, the Board will be held harmless and this section shall be null and void.

## **ARTICLE 22 SICK LEAVE**

**22.1** Each bargaining unit employee shall be entitled to fifteen (15) days of paid sick leave for each year taken in accordance with the provisions of this Article, accruing at one and one-quarter (1.25) sick days for every month in which they are in pay status. Bus drivers and bus monitors may take sick leave in route increments (*i.e.*, a.m. route, p.m. route, kindergarten route). All other employees may take sick leave in one-quarter (1/4) hour increments. For sick time taken in accordance with the provisions of this Article, employees shall be paid their regular straight-time hourly rate of pay for each hour (or portion of each hour) of sick leave taken. With prior administrative approval, an eight (8) hour employee may work up to one (1) hour of extended time on a given day to make up for time spent at a doctor's appointment that day.

**22.2** Unused sick leave shall be cumulative without limitation.

**22.3** Employees may use sick leave for absence due to personal illness, injury or pregnancy. Sick leave may also be used for absence due to illness or injury in the immediate family (defined for this provision as: parents/guardian, spouse, adult and minor children, grandparents, siblings, and corresponding step- and in-law relations).

**22.3.1** Employees may use sick leave for the death of any relative listed in 22.3 above. The length of such absence shall be subject to review, and any limitation on such absence subject to approval, by the Superintendent.

**22.4** The Employer maintains the right to investigate any employee's absence or pattern of absences, to require a physician's written certification of the nature of any illness or injury of an employee, and/or to require a fitness-for-duty examination by a physician appointed by the Board at the Board's expense. The Employer also maintains the right to require a physician's written certification of an immediate family member's illness or injury. An employee who fraudulently requests sick leave or falsifies a physician's certificate or other sick leave record may be subject to appropriate disciplinary action, up to and including termination.

**22.5** Each new employee (employed less than one year) who has insufficient accumulated sick leave to cover an absence shall be advanced up to five (5) days of sick leave. Those days shall not be added to, or supplement, the amount that the employee earns on the basis of completed months of service.

**22.6** Employees may take sick leave for the birth and immediately following the birth of a child for a period of up to six (6) weeks, absent a medical reason to take additional time. Absent a medical reason to take more than six (6) weeks, employees must request an unpaid leave of absence to take such additional time. In the event that a bargaining unit member and his/her spouse are both employed by the Board, only one of them may use paid sick leave pursuant to this provision. In order to be granted sick leave due to pregnancy beyond the six (6) week period stated in this paragraph, a physician's statement will be required.

**22.7** When a unit member is absent for any reason, a report for such absence signed by the unit member and the Transportation Supervisor shall be completed by such unit member on the employee timesheet and shall be filed with the Treasurer.

Such a record, completed and signed by a unit member, shall be certification by the unit member that the facts and statements contained in the said report are true and correct.

**22.8** Up to fifteen (15) days of accumulated sick leave per year will be considered unrestricted. For purposes of this Article, "unrestricted" shall mean sick or bereavement leave in connection with a person not listed above. These 15 days are not in addition to the days accumulated under paragraph 22.1 above.

**22.9** Recognition for attendance: A unit member shall receive one-half (1/2) day's pay if he/she uses no more than three (3) sick days during the school year.

A unit member shall receive one (1) day's additional pay if he/she uses zero (0) sick days during the school year.

This bonus shall be given on the last pay date in June.

**22.10** An employee can transfer sick leave from previous public employment according to the provisions of the Ohio Revised Code.

**22.11** This Article shall supersede and take the place of the Ohio Revised Code provisions governing sick leave, including ORC 3319.141.

### **ARTICLE 23 SEVERANCE PAY**

Pursuant to Section 124.39, Ohio Revised Code, the Southwest Licking Local Board of Education shall grant severance pay to all members of the bargaining unit based on:

**23.1** Retiring unit members hired prior to the effective date of this Agreement with five (5) or more years of service with the Southwest Licking Local Schools shall receive severance pay for one-quarter (1/4) of all accumulated sick leave. Unit members hired prior to or after the effective date of this Agreement who are retiring with less than five (5) years of service with the Southwest Licking School District shall receive severance pay for one-quarter (1/4) of sick leave accumulated during their employment with the Southwest Licking School District. Unit members hired after the effective date of this Agreement who are retiring with five (5) or more years of service with the Southwest Licking Local Schools shall be paid a maximum severance of one-quarter (1/4) of all accumulated sick leave up to 350 days (severance pay will be capped at eighty-seven and one-half (87.5) days of accumulated sick leave).

**23.2** Payment of severance pay shall eliminate all sick leave credit accumulated by the unit member at that time, however, a retiring unit member may choose not to be paid severance for up to fifteen (15) days of accumulated sick leave to be used if re-employed by the Board. It is the bargaining unit member's responsibility to notify the Treasurer's office at least thirty (30) days prior to his/her retirement of his/her desire not to be paid for the full amount of severance pay.

Severance pay will be paid in two installments after the unit member has indicated an intent to retire and the Board has received an application for processing retirement benefits from a retirement system. The first installment shall be paid within one month of retirement and the second installment shall be paid in January or July (to be determined by the unit member) in the calendar year immediately following retirement (the intent is that there shall be two payments made in two different calendar years.)

**23.3** A bargaining unit member who dies while employed by the Southwest Licking Local Board of Education shall be eligible for severance pay under this Article. Such severance payment shall be made to the primary beneficiary designated for purposes of life insurance under this Agreement, or to any contingent beneficiary, if the primary beneficiary is no longer living or cannot be located. If no beneficiary is designated for the purposes of life insurance provided under this Agreement, or if the designated contingent beneficiary is no longer living or cannot be located, then payment of the severance pay shall be made in a lump sum to the estate of the bargaining unit member.

**23.4** Unit members leaving the district after twenty (20) or more years of service to the Southwest Licking Local Schools, not eligible to retire under a retirement system, will be granted severance pay as set forth above based on their years of service to the Southwest Licking Schools. Such unit member's severance pay will not be based on sick leave accumulated and transferred from previous employment.

## **ARTICLE 24 FAMILY AND MEDICAL LEAVE**

**24.1** Notwithstanding anything to the contrary in the provisions of this Agreement, the Board and the employees covered by this Agreement shall each retain all of their respective rights and obligations under the Family and Medical Leave Act of 1993. Family and medical leave for bargaining unit members eligible for the same shall be governed by Board policy, as it may be amended from time to time. In accordance with Board policy, the 12-month period for family and medical leave shall be calculated on a fiscal year basis. Employees covered by this Agreement who actually work fewer than 1250 hours in the 12-month period will not be eligible for Family and Medical Leave under the Family and Medical Leave Act (FMLA). However, if an employee covered by this Agreement has been employed by the Board at least 12 months and has actually worked at least 1,000 hours, he/she shall be granted up to 12 weeks of unpaid leave for any reason that would constitute a qualifying event under the FMLA. In addition, the Board will continue to pay 50% of the premium for the employee's insurance coverage, if any, during that period of unpaid leave.

## **ARTICLE 25 SICK LEAVE POOL**

There will be a sick leave pool employees of the Teamsters transportation bargaining unit, the Teamsters maintenance and grounds/maintenance bargaining unit and the Teamsters 3<sup>rd</sup> bargaining unit (for purposes of this Article, an employee in any one of the three (3) Teamsters units is referred to as “a bargaining unit member”), to be established and administered as follows:

**25.1** In the event a bargaining unit member has a catastrophic illness or injury and has exhausted all of his/her sick leave accumulation, the unit member may request sick leave days that have been voluntarily donated to the Sick Leave Pool. For purposes of this Article “catastrophic” shall mean a long-term illness or injury involving, or resulting in substantial, potentially ruinous, consequences. Sick leave pool days may be used to participate in a drug or alcohol dependency rehabilitation program but not to otherwise extend sick leave for reasons related to drug or alcohol dependency. Sick leave pool usage is limited to catastrophic illness or injury of the bargaining unit member, spouse or children, except by agreement with the Superintendent or designee who will not unreasonably deny a request that would include a parent.

**25.2** In order to be eligible to receive sick leave days from the pool, a bargaining unit member must have, prior to application for participation in the pool, donated sick leave to the pool and met the other guidelines as established by the Committee set forth in this Article. The Committee shall make the guidelines (criteria) available to the Employer.

**25.3** All donations to the Sick Leave Pool shall be purely voluntary. Donations of day shall be made on a form agreed to by the Committee and must be submitted to the Treasurer by September 15 and/or February 15, at which time the Treasurer’s office shall deduct the day from each person making the donation. Contributed leave will not be counted against a unit member for purposes of determining eligibility for perfect attendance. No more than 110 days will be granted from the sick leave pool in one year.

**25.4** All requests to participate in the Sick Leave Pool will be considered and approved in its discretion by a ten (10) member Committee comprised of members of the bargaining unit as elected by members of the bargaining unit as standing committee members with two (2) floating members selected by the standing committee members.

**25.5** The Sick Leave Pool shall not be used as a means for increasing retirement compensation.

**25.6** In no case shall the Sick Leave Pool prevent or prolong a unit member from applying for and going on disability retirement.

**ARTICLE 26**  
**TUITION FREE ATTENDANCE**

All children of unit members may attend school in the Southwest Licking Local School District ("The District") without payment of tuition with the following exceptions:

26.1 Identified special education students will be accepted for existing programs based upon available space not to exceed state special education standards.

26.2 Primary kindergarten, unless space is available.

26.3 Talented and gifted children. Talented and gifted students may attend tuition free in the middle school so long as it is open to tuition students.

26.4 If a building is closed to tuition students it will also be closed to children of unit members not already enrolled in the district.

**ARTICLE 27**  
**SERVICE CREDIT**

27.1 The salary schedule placement of a bargaining unit member is based on years of service credited by the Employer. An employee must have served at least one hundred twenty (120) days of the prior year with the District to be awarded one year of service credit and shall, in that case, be awarded one year of service credit.

27.2 A bargaining unit member, new to the District, receives credit for each year in the same position with another Ohio school district or county board of MR/DD to a maximum of fifteen (15) years consisting of one hundred twenty (120) days in a given year.

27.3 Credit for each year of leave of absence for active military service shall be in accordance with state and federal law.

**ARTICLE 28**  
**PAYROLL PRACTICES**

28.1 Employees shall be paid in accordance with this Agreement, and individual salary notices shall not be necessary. Employees will be paid the hourly rate for all hours worked as provided for in the negotiated wage schedule of this Agreement.

28.2 Employees shall be paid twenty-four (24) equal pays on the 15<sup>th</sup> and last day of each month. If a pay day falls on a holiday or weekend, the employee will be paid on the work day immediately preceding the holiday or weekend.

28.3 Payroll deductions will be made on the 15<sup>th</sup> and last day of each month. Signed payroll deduction authorizations must be submitted to the Treasurer. Deductions shall be continuous until such time as the employee withdraws such authorization in writing.

**28.4** Effective with the first payroll following ratification of this Agreement, bargaining unit employees who have signed up for automatic direct deposit shall remain on automatic direct deposit; bargaining unit employees who have not signed up for automatic direct deposit will have the option to utilize automatic direct deposit or to continue to receive a payroll check. Once automatic direct deposit is selected, the bargaining unit employee shall not be permitted to change his/her selection. Effective with the first payroll following ratification of this Agreement, all new hires into the bargaining unit shall be required to use automatic direct deposit.

**28.5** If a unit member separates from service for any reason, any amount actually earned, but not yet paid, from the beginning of the twenty-four (24) pay periods until the date of separation from service shall be accelerated and included in the employee's final paycheck. The final paycheck will be issued no more than two (2) pay periods after the date of separation from service. However, if the separation occurs less than two (2) pay periods prior to the beginning of the next school year, then the final check will be issued the first pay period in August.

**28.6** If a payroll check contains an underpayment of an employee's regular wages amounting to more than \$25.00 that is the fault of the Employer, then the error will be corrected within two (2) business days of the date on which the employee brings the error to the attention of the Treasurer's office or of the date on which the Treasurer's office notices the error, whichever is earlier. If a payroll check contains an underpayment of an employee's extra-hour wages of \$70.00 or more that is the fault of the Employer, then the error will be corrected within two (2) business days of the date on which the employee brings the error to the attention of the Treasurer's office or of the date on which the Treasurer's office notices the error, whichever is earlier. If a payroll check contains an underpayment of an employee's extra-hour wages of less than \$70.00 that is the fault of the Employer, then the error will be corrected in the next payroll check after the employee brings the error to the attention of the Treasurer's office or after the Treasurer's office notices the error, whichever is earlier. In the case of overpayment of an employee's regular wages or extra-hour pay, the Board will recover the amount from the employee in a manner determined on a case-by-case basis (in most cases, deduction of the amount from future paychecks spread out over the remainder of the fiscal year will be the preferred method of recovery).

### **ARTICLE 30 DEFINITIONS**

**30.1** Board or Board of Education - The Southwest Licking Local School District Board of Education acting in its official capacity

**30.2** Day - A calendar day, unless otherwise indicated

**30.3** District - Southwest Licking Local School District

**30.4** Employee - A member of the bargaining unit, unless the context indicates otherwise

**30.5** Employer - Board members, administrators, agents and all others acting on the Board's behalf as directed by the Board of Education

**ARTICLE 31**  
**NEGOTIATIONS PROCEDURES**

**31.1 Request for Opening of Negotiations:** A request to begin negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the Union on or before ninety (90) calendar days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than eighty (80) calendar days prior to the expiration of the current contract, unless both parties agree to a later date, to set dates for the ensuing meetings.

**31.2 Negotiation Procedures:** All meetings shall be held in private, unless otherwise agreed.

**31.3 Caucus:** Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party time to caucus.

**31.4 Item Agreement:** As negotiated items are agreed upon, they shall be reduced to writing and initialed by each party. Such initialing shall be construed as tentative agreement by both parties on that issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

**31.5 Agreement:** When an agreement is reached on all items, the outcome shall be reduced to writing. The Employer shall prepare the Tentative Agreement for review. Both parties shall review the Tentative Agreement to determine the accuracy of the document. If the Tentative Agreement is then in proper form, it shall be submitted to the Union and the Board for ratification. Upon ratification by the Union and the Board, the Agreement shall be binding on both parties. Said Agreement shall be signed by the Board's representatives and by the Union's representatives.

**31.6 Negotiation/Impasse Procedures:** Negotiations shall be in accordance with the SERB rules set forth in Chapter 4117 of the Ohio Revised Code. The parties agree, as permitted under SERB rules, to begin the fact-finding process with mediation conducted by the fact-finder. It is understood that extension of fact-finding deadlines may become necessary as dictated by the process of mediation.

**ARTICLE 32**  
**MANAGEMENT RIGHTS**

The Board retains all rights, powers, and responsibilities as prescribed in law except as specifically modified or altered by this Agreement.

### **ARTICLE 33 HOLIDAYS**

**33.1** The Board agrees to provide all employees in the bargaining unit with the following paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day.

**33.2** In addition to the holidays in Section 33.1, twelve (12) month employees shall be entitled to the following paid days: July 4, or the day on which it is celebrated, Day after Thanksgiving, Christmas Eve Day, New Year's Eve Day and Martin Luther King Day.

**33.3** When a holiday falls on a Saturday, the preceding working day not a holiday shall be deemed to be that holiday. When a holiday falls on a Sunday, the following work day not a holiday shall be deemed to be that holiday.

**33.4** Nothing under this Article prohibits the Board from declaring additional holidays for which all employees who have the same contracted days shall be paid.

**33.5** In addition to their normal holiday pay, bargaining unit members required to work on a paid holiday shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate for all hours worked.

**33.6** When a paid holiday occurs during a bargaining unit member's vacation, the bargaining unit member shall receive holiday pay and will not be charged a vacation day for such holiday.

### **ARTICLE 34 VACATION**

**34.1** All employees covered by this Agreement employed twelve (12) months or more shall be entitled to paid vacation as follows:

**Two (2) weeks** – after completing one (1) through ten (10) years of employment service with the Employer.

**Three (3) weeks** – after completing ten (10) through twenty (20) years of employment service with the Employer.

**Four (4) weeks** – after completing twenty (20) or more years of employment service with the Employer.

**34.2** Up to five (5) vacation days unused at the end of the contract year may be carried over to the next contract year. Any additional vacation days unused shall be forfeited. Vacation leave requires advance approval of the Superintendent or designee.

**34.3** Bargaining unit employees hired prior to the effective date of this Agreement shall retain existing vacation service credit. Bargaining unit employees hired after the effective date of this Agreement who have prior service with the county or any other political subdivision of the State of Ohio, or who were employed by the Board previously and are re-employed, except retire/rehire situations, shall be credited with prior vacation service credit. It is the bargaining unit employee's responsibility to provide the Employer with proof of such prior vacation service credit.

**34.4** Upon separation from employment, a bargaining unit employee shall be entitled to compensation at the current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation.

**34.5** Days designated by the Board as paid days off (holidays, calamity days, etc.) shall not be charged to vacation leave.

## **ARTICLE 35 PAY PROVISIONS**

**35.1 Regular Rate of Pay:** Wages for bargaining unit employees will be frozen during the term of this Agreement, with no increase of any kind to employee hourly rates (no increases to the new hire rate, no increase on the base of the salary schedule, no step increases). If, however, the teachers are given an increase to the new hire rate, an increase on the base of the salary schedule, or step increases during the term of this Agreement, then the bargaining unit employees shall receive the same percentage increase. When steps are no longer frozen, bargaining unit employees will advance only one (1) experience step (i.e. bargaining unit employees will not make up steps and will not be credited for years in which steps were frozen for the purposes of placement on the salary schedule).

**35.2 Mileage:** Any employee in the bargaining unit that uses their personal vehicle on Board business, or to attend any required functions or training shall be reimbursed at the current IRS mileage rate for all miles driven on behalf of the Board. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of Board business. This amount shall be payable in a separate check drawn against the Board funds as soon as practicable, but not to exceed one (1) month following the submission of the documented claim by the employee in the bargaining unit. Documented claims must be submitted by the 10<sup>th</sup> of the following month.

**35.3** All bargaining unit employees who possess a Commercial Drivers License (CDL) shall be reimbursed by the Board for fifty (50%) of the fee paid to the Bureau of Motor Vehicles to renew their CDL. Proof of payment as determined by the Treasurer shall be required to obtain reimbursement.

**35.4** All employees who are mandated to attend meetings by the Board shall be paid for all time spent at their applicable hourly rate.

**35.5** For every one thousand consecutive hours (1,000 hours) driven by a bus driver (includes all hours driven regardless of assignment) during which he/she receives (1) no citations, (2) has no at fault accident findings, and (3) has no active discipline on his/her record (including criminal convictions) at the time he/she reaches 1,000 hours, a driver shall receive a \$100.00 quality performance stipend. A driver will be required to keep track his/her own consecutive hours driven and must notify the administration when one thousand (1,000) consecutive hours have been obtained. Consecutive hours can be rolled over from one school year to the next school year. If a driver leaves the employment of the District there will be no partial payments for less than one thousand consecutive hours driven during which a driver meets the above stated quality criteria.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT  
 BUS DRIVER SALARY SCHEDULE  
 EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	13.86
1	1.03000	14.28
2	1.06000	14.69
3	1.09000	15.11
4	1.12000	15.52
5	1.15000	15.94
6	1.18000	16.35
7	1.21000	16.77
8	1.24000	17.19
9	1.27000	17.60
10	1.30500	18.09
11	1.34000	18.57
12	1.37500	19.06
13	1.41000	19.54
14	1.44500	20.03
15	1.48000	20.51
16	1.52000	21.07
17	1.56000	21.62
18	1.60000	22.18
19	1.64000	22.73
20	1.68000	23.28

1. Employee will be paid per hourly rate for hours worked.
2. Field trips: Paid at the Step 0 bus driver rate for unlimited number of hours with the exception of seat time for overnight trips.
3. Salary schedule based on 184 days - includes all days on the school calendar that are defined as student days (178 days).
4. Bus drivers shall be paid thirty (30) minutes each day for pre-trip and post trip inspection/fueling/bus clean-up at their regular rate of pay. When the outside temperature is below 20 degrees and the bus drivers are required to report earlier than normal to start the buses, they shall be paid at their regular rate of pay.
5. Bus drivers shall be paid for all time spent at the bus garage completing required paper work for route revisions, student discipline reports and other similar reports in the presence of the Transportation Supervisor of designee. All time spent must be documented and approved by the Transportation Supervisor.
6. Additionally, bus drivers shall be paid for all time spent performing the annual cleaning of the buses at the end of the school year and at least two (2) days prior to the bus inspection date, with said cleaning to be performed on school property, unless otherwise approved by the Transportation Supervisor. Time spent on annual cleaning of the buses shall not exceed five (5) hours except upon approval of the Transportation Supervisor. Payment for the time spent by a bus driver on the annual cleaning of the buses shall not be authorized until the bus has been inspected by the Transportation Supervisor of designee.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT  
 BUS MECHANIC SALARY SCHEDULE  
 EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	14.03
1	1.03000	14.45
2	1.06000	14.87
3	1.09000	15.29
4	1.12000	15.71
5	1.15000	16.13
6	1.18000	16.56
7	1.21000	16.98
8	1.24000	17.40
9	1.27000	17.82
10	1.30500	18.31
11	1.34000	18.80
12	1.37500	19.29
13	1.41000	19.78
14	1.44500	20.27
15	1.48000	20.76
16	1.52000	21.33
17	1.56000	21.89
18	1.60000	22.45
19	1.64000	23.01
20	1.68000	23.57

1. Employee will be paid per hourly rate for hours worked.
2. Salary schedule based on 260 work days.
3. A stipend shall be paid to the Head Mechanic. The amount of the stipend shall be \$500 per fiscal year.

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT  
 BUS MONITOR SALARY SCHEDULE  
 EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	10.65
1	1.03000	10.97
2	1.06000	11.29
3	1.09000	11.61
4	1.12000	11.93
5	1.15000	12.25
6	1.18000	12.57
7	1.21000	12.89
8	1.24000	13.21
9	1.27000	13.53
10	1.30500	13.90
11	1.34000	14.27
12	1.37500	14.64
13	1.41000	15.02
14	1.44500	15.39
15	1.48000	15.76
16	1.52000	16.19
17	1.56000	16.61
18	1.60000	17.04
19	1.64000	17.47
20	1.68000	17.89

1. Employee will be paid per hourly rate for hours worked.
2. Salary schedule based on 184 days - includes all days on the school calendar that are defined as student days (178 days).

**SOUTHWEST LICKING LOCAL SCHOOL DISTRICT  
TRANSPORTATION DISPATCHER/RECEPTIONIST SALARY SCHEDULE  
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014**

<u>STEPS</u>	<u>INDEX</u>	<u>HOURLY RATE</u>
0	1.00000	12.62
1	1.03000	13.00
2	1.06000	13.38
3	1.09000	13.76
4	1.12000	14.13
5	1.15000	14.51
6	1.18000	14.89
7	1.21000	15.27
8	1.24000	15.65
9	1.27000	16.03
10	1.30500	16.47
11	1.34000	16.91
12	1.37500	17.35
13	1.41000	17.79
14	1.44500	18.24
15	1.48000	18.68
16	1.52000	19.18
17	1.56000	19.69
18	1.60000	20.19
19	1.64000	20.70
20	1.68000	21.20

1. Employee will be paid per hourly rate for hours worked.
2. Salary schedule based on 184 days - includes all days on the school calendar that are defined as student days (178 days).

**ARTICLE 36**  
**RETIREMENT INCENTIVE**

**36.1** A bargaining unit member with a 260 day schedule with thirtieth (30th) years of service under the School Employees Retirement System (SERS) shall receive a six thousand six hundred-fifty dollar (\$6,650) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first attains this retirement eligibility, as regulated by SERS. If the bargaining unit member with a 260 day schedule chooses to continue working for the Board after his/her thirtieth (30th) year of service, the bargaining unit member is eligible for a five thousand dollar (\$5,000) retirement incentive. If the bargaining unit member continues working beyond the thirty-first (31st) year, he/she is no longer eligible for this retirement incentive.

**36.2** A bargaining unit member with a 184 day schedule or similar schedule with thirtieth (30) years of service under the School Employees Retirement System (SERS) shall receive a four thousand six hundred dollar (\$4,600) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first attains this retirement eligibility, as regulated by SERS. If the bargaining unit member with a 184 day schedule or similar schedule chooses to continue working for the Board after his/her thirtieth (30th) year of service, the bargaining unit member is eligible for a three thousand four hundred-fifty dollar (\$3,450) retirement incentive. If the bargaining unit member continues working beyond the thirty-first (31st) year, he/she is no longer eligible for this retirement incentive.

**36.3** A bargaining unit member with a 260 day schedule with twenty-five (25) years of service under SERS and is fifty-five (55) years of age or older shall receive a six thousand six hundred-fifty dollar (\$6,650) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first attains this retirement eligibility, as regulated by SERS. If the bargaining unit member with a 260 day schedule chooses to continue working for the Board after his/her twenty-fifth (25th) year of service, the bargaining unit member is eligible for a five thousand dollar (\$5,000) retirement incentive. If the bargaining unit member with a 260 day schedule continues working beyond his/her twenty-sixth (26th) year, and continues to work for the Board until he/she has thirty (30) years of service under SERS, the bargaining unit member then becomes eligible for the retirement incentive set forth in 36.1 above.

**36.4** A bargaining unit member with a 184 day schedule with twenty-five (25) years of service under SERS and is fifty-five (55) years of age or older shall receive a four thousand six hundred dollar (\$4,600) retirement incentive if he/she retires during or at the conclusion of a school year in which he/she first attains this retirement eligibility, as regulated by SERS. If the bargaining unit member with a 184 day schedule chooses to continue working for the Board after his/her twenty-fifth (25th) year of service, the bargaining unit member is eligible for a three thousand four hundred-fifty dollar (\$3,450) retirement incentive. If the bargaining unit member with a 184 day schedule continues working beyond his/her twenty-sixth (26th) year, and continues to work for the Board until he/she has thirtieth (30) years of service under SERS, the bargaining unit member then becomes eligible for the retirement incentive set forth in 36.2 above.

**36.5** The retirement incentive shall be paid with the first pay in January following the year of actual retirement.

**ARTICLE 37**  
**INSURANCE PROVISIONS**

**37.1 Hospitalization and Major Medical, Vision, and Dental Benefits:** Contingent on execution of a mutually satisfactory Participation Agreement between the Board and the Michigan Conference of Teamsters Welfare Fund, health care benefits for all bargaining unit members employed by the Board prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week and to all bargaining unit members hired on or after July 1, 2005 who are regularly scheduled to work at least twenty (20) hours per week, and who do not opt out as set forth below, shall be through participation in an option of the Michigan Conference of Teamsters Welfare Fund Benefit Plan ("Plan") as agreed upon by the parties in each year of this collective bargaining agreement, commencing October 1, 2011, unless the Board determines that the Plan fails to comply with all Ohio "best practices" for school employee health care or it should otherwise become unlawful for the Board to provide health care coverage through the Plan (*e.g.*, if it should become mandatory under state or federal law for the Board to enter into a "pool" for health care). Initially, as of October 1, 2011, the Plans available to all eligible bargaining unit members for participation shall be Plan 125 - SOA Cafeteria Plan and Plan 168. For bargaining unit members who were employed and eligible for insurance but did not have hospitalization/major medical coverage through the Board as of July 27, 2011, a plan for dental/optical only shall be available, in addition to Plans 125 and 168.

The Board will not be a guarantor of the Plan in any way and shall have no liability in connection with the Plan other than to permit employee participation in the Plan and pay a share of monthly contribution amounts (hereinafter referred to as "monthly premiums") as set forth below.

It is understood that bargaining unit members must participate in the above Plan, unless they have hospitalization/major medical insurance through a spouse or other family member and are approved by the Plan to opt out of participation. It shall be the responsibility of the bargaining unit member to comply with all opt-out guidelines established by the Plan and to submit the necessary forms, if the bargaining unit member desires to opt out of the Plan in any respect. The Board and the Union shall enter into any necessary memorandum of understanding to enable opt-outs from the Plan.

If a bargaining unit member was employed after July 1, 2010 and was eligible for insurance but either did not have hospitalization/major medical coverage through the Board as of July 27, 2011, then the Board will only pay an amount equal to its share of the monthly premium (as set forth below) for single coverage on the high plan for the bargaining unit member, unless the bargaining unit member has a spouse and/or dependents who are no longer covered elsewhere due to a COBRA-qualifying event. If the bargaining unit member elects to participate in the Plan with any coverage other than single, then s/he will have to pay the full amount of the differential between the cost of single coverage and the greater coverage elected.

There will be no reimbursement to a unit member enrolled in another similar hospitalization plan.

The responsibility for notifying the Treasurer of intent to opt out from participation in the Plan rests with the bargaining unit member.

It is further agreed that the Board will pay the following monthly amounts toward the cost of the above described Plan:

**37.1.1 Single Premium:** Eighty percent (80%) of the actual monthly premium for all bargaining unit members who are regularly scheduled to work at least thirty-two (32) hours per week or hired prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week and all bargaining unit members hired on or after July 1, 2005 and prior to July 1, 2010 who are regularly scheduled to work at least twenty (20) hours per week; and fifty percent (50%) of the actual monthly premium for all bargaining unit members hired on or after July 1, 2010 who are regularly scheduled to work between 20 and 31.99 hours per week.

**37.1.2 Family or Employee Plus Spouse Premium:** Eighty percent (80%) of the actual monthly premium for all bargaining unit members who are regularly scheduled to work at least thirty-two (32) hours per week or hired prior to July 1, 2005 who are regularly scheduled to work at least fifteen (15) hours per week and all bargaining unit members hired on or after July 1, 2005 and prior to July 1, 2010 who are regularly scheduled to work at least twenty (20) hours per week; and fifty percent (50%) of the actual monthly premium for all bargaining unit members hired on or after July 1, 2010 who are regularly scheduled to work between 20 and 31.99 hours per week.

**37.1.3** In the event that a bargaining unit member and his/her spouse are both employed by the Board prior to September 1, 2011, the Board will pay the actual family plan monthly premium minus the employee's share of the monthly premium for one (1) single plan. The employee's share of monthly premium for one (1) single plan shall be paid by the married unit members. This provision of the Agreement does not apply to unit members or spouses of unit members who are employed by the Board after September 1, 2011.

**37.3 Term Life Insurance:** The Board will provide thirty-five thousand dollars (\$35,000) term life insurance to each bargaining unit member hired prior to July 1, 2005 who is regularly scheduled to work at least fifteen (15) hours per week at no cost to said bargaining unit member. The Board will provide thirty-five thousand dollars (\$35,000) term life insurance to each bargaining unit member hired on or after July 1, 2005 who is regularly scheduled to work at least twenty (20) hours per week. If allowed by the insurance company providing life insurance to Board bargaining unit members, an eligible bargaining unit member may purchase at his/her own cost additional life insurance.

The coverage shall include double indemnity for accidental death and dismemberment. This plan is voluntary and the responsibility of notifying the Treasurer of intent to participate shall rest with the bargaining unit member.

**37.4 Confidentiality:** The names of individuals who have filed claims for health care benefits, the amounts of claims filed or paid on behalf of any covered person and the medical records relating to any claims shall not be public records subject to any limitation in the public records laws. Reports to be made by the Third Party Administrator to the Southwest Licking Board of Education shall not by individual insured identify the particular treatment, care or diagnosis received by an individual.

**37.5 Insurance Committee:**

**37.5.1 Purpose:** An Insurance Committee (Committee) shall meet as the Board deems necessary to develop such proposals as the Committee deems appropriate concerning the level of insurance benefits available and offered. The Committee shall comport with Ohio "best practices" requirements. This standing Committee's responsibilities shall include:

monitoring insurance costs; reviewing and making recommendations to modify benefits; and recommending selection of insurance carriers and/or third-party administrators for all benefits listed in this Article.

**37.5.2 Membership:** The committee shall consist of the Treasurer and a Building Administrator and two (2) members appointed by Teamsters Local Union 413. The Treasurer shall serve as the chair of the Committee.

**37.5.3 Operation:** The Committee shall meet at least sixty (60) days in advance of any health care contract rollover/renewal and at other times at the call of the chair. The Committee shall formulate its proposals concerning carriers or third-party administrators, changes in carrier and/or plan design, and/or modification of benefits by a majority vote of all of its members. Any proposal of the Committee shall be presented to the Board to approve or reject same. Any action or inaction of the Board shall be final in each of those regards and not grievable or otherwise subject to appeal. It is understood that the Board will take no action in violation of any participation agreement entered into with the Michigan Conference of Teamsters Welfare Fund.

The Committee is not empowered to unilaterally make changes in health care benefits without ratification by the Unions and approval by the Board. The creation of the Insurance Committee does not diminish or in any way reduce the Board's and Union's rights or responsibilities.

**37.7 Monthly** premiums shall be paid by bargaining unit members and the Board on a monthly basis, the same amount each month of a plan year, without any front-loading or back-loading of premium amounts.

**ARTICLE 38**  
**RE-EMPLOYMENT OF RETIRED BARGAINING UNIT MEMBERS**

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

**38.1** The re-employed employee will start with salary schedule placement experience of up to ten (10) years. The re-employed employee will be advanced one (1) year on the salary schedule for each year of re-employment service to the Employer.

**38.2** The re-employed employee will be eligible for life and other insurances offered by the Board, only if he/she is not eligible for such insurances through SERS or other public sector retirement system. The re-employed employee shall have life and other insurance coverage paid for by the Board on the same basis as any other re-employed certificated and/or classified employee of the Board.

**38.3** Re-employed employees will be awarded one (1) year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. No performance evaluations shall be required.

**38.4** Re-employed employees may be re-employed from year-to-year under the limitations described in Sections 38.5 and 38.6 with Board approval, but shall not be eligible for continuing contract status.

**38.5** In the event of a Reduction In Force, the re-employed employee will not have any bumping rights under this Agreement.

**38.6** Such re-employment will not result in the reduction in force of other bargaining unit employees employed at the commencement of each such re-employment contract.

**38.7** Subject to these provisions, re-employed employees are part of the bargaining unit.

**38.8** Re-employed employees are eligible for sick leave accumulation commencing with the first year of such re-employment.

**38.9** Re-employed employees may commence their re-employment with up to fifteen (15) days of accumulated sick leave if said days are carried forward from other prior public employers or the Southwest Licking School District.

**38.10** Re-employed employees are not eligible to participate in any retirement incentive program nor are they eligible for severance pay.

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

**ARTICLE 39**  
**TIME CLOCK SYSTEM**

All classified/non-certificated full-time and part-time, employees (Here-in-after referred to as "employees") must "clock-in" to the time clock system (Here-in-after referred to as "the system") prior to beginning their work day and "clock-out" at the end of the work day. No employee is permitted to continue working after "clocking-out of the system. Any employee who is unable to clock-in or clock back in as a result of an unforeseen event should notify his/her Supervisor/Co-Supervisor as soon as possible. The Supervisor/Co-Supervisor shall correct the time on the system to reflect the actual time the employee worked and was unable to clock-in.

Time clock charges are being rounded to the nearest quarter hour. Employees are not permitted to clock-in more than seven (7) minutes before their scheduled beginning work time or to clock-out more than seven (7) minutes after their scheduled work time has ended unless the employee has been authorized overtime in accordance with Article 11, Section 11.1. For example if your shift start time is 7:00 a.m. and you clock in at 6:53 a.m. the clock will round your time to 7:00 a.m. However if you clock in at 6:52 a.m. your start time will be rounded to 6:45 a.m. At this point you should be asked if you have been approved for overtime/extended time. If you have not been approved for overtime/extended time then you are clocking in too early.

Employees who clock-in more than seven (7) minutes after their scheduled beginning work time or clock-out more than seven (7) minutes before their scheduled work time has ended will have the remaining work time charged against an accrued leave balance or taken as unpaid leave. Employees who clock-in late or clock-out early because of a work related task, approved by their Supervisor, shall notify his/her Supervisor/Co-Supervisor the time the employee completed the task. The Supervisor/Co-Supervisor shall correct the time on the system to reflect the actual time the employee worked. Employees who run work related errands and plan on returning to work the same day are not required to clock-out of the system.

Employees who occasionally clock-in after their scheduled start time or clock-out before their scheduled ending time and within the seven (7) minute window will not be considered tardy or clocking-out early unless a pattern of routinely clocking-in late or clocking-out early develops. Employees who routinely abuse the system will be disciplined in accordance with Article 8 of the negotiated agreement.

**Lunch**

Employees who are scheduled to work less than six and one-half (6 ½) hours per day and bus drivers/monitors are not eligible for lunch breaks.

In the event an employee must work through or work while eating their lunch that employee must notify his/her Supervisor/Co-Supervisor. The Supervisor/Co-Supervisor shall correct the time on the system to reflect the employee had worked through his/her lunch. Routinely working through or working while eating lunch is not permitted.

All other employees are required to clock out and in for lunch break. The Department of Labor requires that employees have at least 20 minutes of uninterrupted time for a lunch break. If you are not clocked out for at least 20 minutes at lunch you will not be charged with any unpaid lunch time. If you are clocked out for at least 20 to 30 minutes for lunch you will be charged with half an hour unpaid lunch. After 30 minutes time is rounded to the nearest quarter hour. In the event an employee must work through or work while eating their lunch that employee must notify his/her Supervisor/Co-Supervisor immediately. The Supervisor must adjust the employee's schedule within the same work week to avoid overtime unless the overtime has been authorized in accordance with Article 11, Section 11.1.

Employees who routinely abuse the system will be disciplined in accordance with Article 8 of the negotiated agreement.

### **Forgetting to Clock-in or Clock-out**

In the event an employee forgets to clock-in or clock-out of the system, the employee should notify his/her Supervisor/Co-Supervisor as soon as possible and provide to the Supervisor/Co-Supervisor his/her starting and/or ending time. The Supervisor/Co-Supervisor shall correct the time on the system to reflect the employee's actual starting and/or ending time. If an employee routinely forgets to clock in and/or clock out, the employee will be subject to disciplinary actions in accordance with Article 8 of the negotiated agreement.

### **Meetings**

Employees who go directly to professional development meetings, outside of the school district, from his/her residence are to clock-in once he/she returns to work, either on the same day of the meeting or the next business day. Employees who leave from work to attend professional meetings, outside of the school district, must clock-out before leaving the school district. The system will prompt employees to indicate the type of leave that will be taken for not working the scheduled day and/or length of time. For time attending professional development meetings, outside of the school district, select professional development leave when prompted by the time clock. Upon returning from the professional development meeting the employee should notify his/her Supervisor/Co-Supervisor the starting and/or ending time of the professional development meeting. The Supervisor/Co-Supervisor shall correct the time on the system to reflect the employee's actual starting and/or ending time.

**ARTICLE 40**  
**VIDEOTAPE AND PUBLIC COMPLAINT**

**40.1** A bus driver who has a legitimate educational interest in a portion of the videotape of a trip on his/her bus under FERPA shall be permitted to view that portion of the videotape, upon written request to the Transportation Supervisor and/or Co-Supervisor, within twenty-four (24) hours of his/her request.

**40.2** When the Transportation Supervisor and/or Co-Supervisor receives a complaint, the unit member(s) involved shall also be notified of the complaint. Complaints must be from a named source. The District will not act on an anonymous complaint.

If either the parent or the District views a portion of a videotape of a bus trip in connection with the complaint, the unit member(s) involved shall also be offered the opportunity to view that portion of the videotape to the extent permitted by law. The unit member(s) may be accompanied by a Union representative to view the videotape to the extent permitted by law.

**40.3** A camera will only be fixed on the driver when the driver has been notified. Management will not select videos for random view.

**ARTICLE 41**  
**LABOR MANAGEMENT COMMITTEE**

In the interests of sound labor relations, the Employer and the Union agree that during the life of this Agreement, representatives of each shall meet quarterly or as otherwise mutually agreed, for the purpose of discussing matters of mutual concern, including but not limited to matters of employee health, safety, and training. Such meetings shall not be for the purpose of conducting collective bargaining or to process any pending grievances.

The Employer shall be represented at labor-management committee meetings by up to three (3) individuals of management's choice. The Union shall be represented by the Business Representative of Local No. 413, the Chief Steward and by up to one (1) additional employee representative, as designed by the Chief Steward. When needed to adequately discuss a particular matter, additional management representatives and employees may attend a labor-management committee meeting upon the mutual agreement of management and the Business Representative of Local No. 413 or his designee.

At least one (1) week prior to any labor-management committee, the parties shall provide each other with a list of the matters which each of them intends to discuss at the meeting.

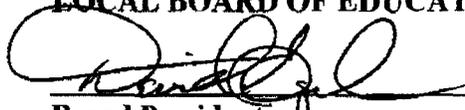
**ARTICLE 42  
TERM OF AGREEMENT**

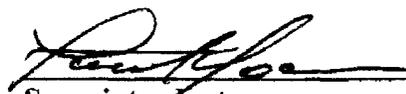
The Employer and the Union agree that this collective bargaining agreement will expire at midnight on the 30<sup>th</sup> day of June, 2014, unless extended by mutual written agreement of the two parties.

**RATIFICATION**

By affixing our signatures, we affirm that necessary action has been taken to ratify and adopt this Agreement by our respective party.

**FOR THE SOUTHWEST LICKING  
LOCAL BOARD OF EDUCATION**

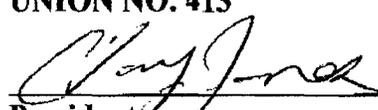
  
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Superintendent

Richard D. Jones  
\_\_\_\_\_  
Treasurer

DATE: 10/20/11

**FOR THE TEAMSTERS LOCAL  
UNION NO. 413**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary/Treasurer

Bud Rawls  
\_\_\_\_\_  
Vice President

DATE: 10/20/11

**APPENDIX A  
SERB CERTIFICATION**

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of  
Teamsters Local Union No. 413,  
Employee Organization,  
and  
Southwest Licking School District,  
Employer.

Case Number: 03-REP-11-0224

**CERTIFICATION OF ELECTION RESULTS AND OF EXCLUSIVE REPRESENTATIVE**

Before Chairman Drake, Vice Chairman Gillmor, and Board Member Verich: June 9, 2005.

Pursuant to Ohio Revised Code § 4117.07(C), the Board conducted a secret ballot election on May 13, 2005, for employees of Southwest Licking School District (Employer) in this appropriate unit:

**Included:** Bus Driver, Bus Mechanic, Bus Monitor, and Transportation Receptionist/Dispatcher.

**Excluded:** All other employees, including Building Secretary, Aide (Teacher's Aide, Library Aide, and Nurse's Aide), Central Copy, In-School Suspension (non-teaching), Computer Room Supervisor, Study Hall Monitor, Grounds Maintenance, Maintenance Assistant, Custodian/Head Custodian, Mail Courier, Cooks/Head Cook, Maintenance Foreman, District Secretary, District Office Personnel, including Assistant to the Treasurer, the Superintendent's Secretary and the Assistant Superintendent's Secretary, Support Services Secretary, Computer Technicians, Substitute Employees, Seasonal and Casual Employees, Part-time employees (those who regularly work less than fifteen (15) hours per week), Supervisors, Directors, Coordinators, Confidential Employees, and all other supervisory and management employees, as defined in O.R.C. Chapter 4117, not otherwise identified herein.

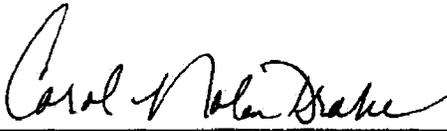
Certification of Election Results and of Exclusive Representative  
Case No. 03-REP-11-0224  
June 9, 2005  
Page 2

The results of the election are: thirty-six (36) ballots were cast; twenty-five (25) votes were for Teamsters Local Union No. 413; and eleven (11) votes were for "No Representative."

Teamsters Local Union No. 413 has received a majority of the ballots cast and is certified as the exclusive representative of all employees in the unit.

It is so directed.

DRAKE, Chairman; GILLMOR, Vice Chairman; and VERICH, Board Member, concur.

  
\_\_\_\_\_  
CAROL NOLAN DRAKE, CHAIRMAN

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code § 119.12, by filing a notice of appeal with the Board at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon each party and the representative of each party by certified mail, return receipt requested, this 9th day of June, 2005.

  
\_\_\_\_\_  
TONYA D. JONES  
ADMINISTRATIVE ASSISTANT

DAM/tj/06-09b#6

**APPENDIX B  
GRIEVANCE FORM**

**Southwest Licking School District  
Board of Education  
Teamsters Local Union No. 413  
"Grievance Form"**

Grievance# \_\_\_\_\_  
\_\_\_\_\_ one grievant \_\_\_\_\_ group

Grievant: \_\_\_\_\_ Steward/Agent \_\_\_\_\_

Name of all members of a "Group Grievance" and list Contract Provision(s) violated:

**Description of Incident/Statement of Facts and Remedy Requested on Back Side or Attached Sheet**

Location of Occurrence: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_ Last Date for Filing: \_\_\_\_\_

**STEP 1 Meeting within 7 days of filing**

Step 1 - Transportation Supervisor Filing Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Meeting Time: \_\_\_\_\_ Date: \_\_\_\_\_

Steward/Agent: \_\_\_\_\_ Written Reply Received - Date: \_\_\_\_\_

Waiver or Rescheduling Agreement (Initialed by both parties)

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

**Time Limit: Within 5 Calendar Days to Step 2 of Step 1 Answer**

Step 2 - Superintendent or Designee Filing Date: \_\_\_\_\_

Superintendent or designee \_\_\_\_\_ Meeting Time: \_\_\_\_\_ Date: \_\_\_\_\_

Steward/Agent: \_\_\_\_\_ Written Reply Received - Date: \_\_\_\_\_

**Must Issue Written Answer Within 10 Days**

Waiver or Rescheduling Agreement (Initialed by both parties)

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

**Time Limit: Within 5 Calendar Days to Step 3**

Step 3 - Arbitration Filing Date: \_\_\_\_\_

Superintendent or designee: \_\_\_\_\_ Meeting Time: \_\_\_\_\_ Date: \_\_\_\_\_

Steward/Agent: \_\_\_\_\_ Written Reply Received - Date: \_\_\_\_\_

Waiver or Rescheduling Agreement (Initialed by both parties)

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

MGT \_\_\_\_\_ 413 \_\_\_\_\_  To Next Step  Meeting  Reply Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

**Time Limit: Within 15 calendar days for "Notice of Intent to File" to Arbitrate**

Continued on Back Side

**Southwest Licking School District  
Board of Education  
Teamsters Local Union No. 413**

Grievance# \_\_\_\_\_

**ARBITRATION (Executive Board Referral)**

Board Decision : \_\_\_\_ Approved \_\_\_\_ Denied

Union President \_\_\_\_\_  
(Signature)

Filing Date: \_\_\_\_\_

Union Attorney \_\_\_\_\_ Attorney Notification Date: \_\_\_\_\_

**Waiver or Rescheduling Agreement (Initialed by both parties)**

MGT \_\_\_\_ 413 \_\_\_\_  FMCS Request  Pre-Arb Meeting  Hearing Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

MGT \_\_\_\_ 413 \_\_\_\_  FMCS Request  Pre-Arb Meeting  Hearing Until Time: \_\_\_\_\_ Date: \_\_\_\_\_

**Description of Incident/Statement of Facts and Remedy Requested:**

The Southwest Licking Local School District Board of Education ("the Board") and the Teamsters Local Union No. 413 Transportation Unit ("the Union") enter into this memorandum of understanding to revise Article 37.1 to read as follows:

If a bargaining unit member was employed, ~~and~~ eligible for insurance **and had not been enrolled** in the ~~but did not have~~ hospitalization/major medical coverage through the Board **within two (2) years prior to** ~~as of~~ July 27, 2011, then the Board will only pay an amount equal to its share of the monthly premium (as set forth below) for single coverage on the high plan for the bargaining unit member, unless the bargaining unit member has a spouse and/or dependents who are no longer covered elsewhere due to a COBRA-qualifying event. If the bargaining unit member elects to participate in the Plan with any coverage other than single, then s/he will have to pay the full amount of the differential between the cost of single coverage and the greater coverage elected. **It is the responsibility of the bargaining unit member to notify the Treasurer that he/she had been enrolled in the hospitalization/major medical coverage through the Board within two (2) years.**

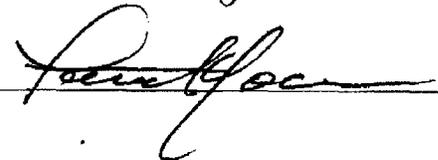
The parties intend only to modify this paragraph within Article 37, Section 37.1 through this Memorandum of Understanding. The remainder of Article 37 and all other articles of the contract shall remain in effect as ratified and shall continue to govern bargaining unit members.

This Memorandum of Understanding becomes effective upon execution by the Union and the Board.

For the Union:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

For the Board:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Richard D. Jones  
\_\_\_\_\_