



11-09-12  
11-MED-09-1273  
2248-03  
K29104

---

# **MASTER AGREEMENT**

---

between the

**BARBERTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

and the

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES/AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
(OAPSE/AFSCME - AFL-CIO)**

and

**OAPSE LOCAL 140**

Effective January 1, 2012, through December 31, 2013

**Table of Contents**

PREAMBLE ..... 4

ARTICLE I — RECOGNITION AND NEGOTIATIONS PROCEDURE ..... 5

    1.01 Recognition of the Union ..... 5

    1.02 Recognition of the Board ..... 5

    1.03 Contrary to Law Provision ..... 6

    1.04 Scope of Bargaining ..... 6

    1.05 Initiating Negotiations ..... 6

    1.06 Negotiation Teams ..... 7

    1.07 Adoption of Agreement ..... 7

    1.08 Dispute Resolution Procedure ..... 7

    1.09 No Strike Clause ..... 7

ARTICLE II — EMPLOYMENT AND WAGES ..... 8

    2.01 Employment ..... 8

    2.02 Orientation ..... 8

    2.03 Job Description and Classification ..... 8

    2.04 Discipline Procedure ..... 8

    2.05 Payroll Procedures ..... 9

    2.06 Payroll Deductions and Agency Shop Provision ..... 9

        A. SERS Salary Reduction Pickup ..... 9

        B. United Way Pledges ..... 10

        C. U.S. Savings Bonds ..... 10

        D. Summit Schools Federal Credit Union ..... 10

        E. Authorized Payroll Deductions ..... 11

        F. Income Protection Plan Deductions ..... 11

        G. Association Dues Deduction and Agency Shop Provision ..... 11

        H. Tax-Sheltered Annuities ..... 12

        I. P.E.O.P.L.E. Deductions ..... 13

    2.07 Overtime Pay Computation ..... 13

    2.08 Compensation ..... 13

    2.09 Reporting Off Procedure ..... 14

2.10	Emergency Personnel Policy .....	14
2.11	Layoff Procedure .....	15
2.12	Movement Between Classification .....	16
2.13	Bid Limits .....	16
2.14	Vacancy, Posting, Driver Assignment and Selections.....	17
2.15	Compensation Procedure .....	18
2.16	Probationary Status.....	19
2.17	Training Pay and Reimbursement of Training Cost.....	19
2.18	CDL and Driver Abstract Reimbursement .....	19
2.19	Attendance Recognition Pay .....	20
<b>ARTICLE III — FRINGE BENEFITS .....</b>		<b>21</b>
3.01	Comprehensive Major Medical Plan and General Provisions.....	21
3.02	Benefits While on Leave of Absence .....	23
3.03	Prescription Drug Insurance.....	23
3.04	Life Insurance .....	23
3.05	Eye Care/Dental Plan.....	23
3.06	Liability Insurance .....	24
3.07	Schedule of Benefits.....	24
3.08	Holidays.....	24
3.09	Sick Leave .....	24
3.10	Personal Leave .....	26
3.11	Leaves of Absence.....	28
3.12	Union Leave.....	28
3.13	Assault Leave.....	28
3.14	Severance Pay .....	29
<b>ARTICLE IV — MISCELLANEOUS PROVISIONS .....</b>		<b>29</b>
4.01	Authorized Riders.....	29
4.02	Jury Duty.....	29
4.03	Subcontracting/Substituting Activity Trip(s).....	29
4.04	Procedure for Handing Out Trips .....	29
4.05	Working Over Scheduled Hours.....	31
4.06	Breakdown of Bus .....	31

4.07	Bus Washing/Cleaning .....	31
A.	During the School Year .....	31
B.	During the Summer/Preparation for Inspection.....	31
4.08	Board Meeting Agendas and Board Policy Manual.....	31
4.09	Labor Management Meetings.....	32
4.10	Driver Responsibility .....	32
ARTICLE V — GRIEVANCE PROCEDURE .....		32
5.01	Grievance Procedure.....	32
5.02	Step 1 of Written Grievance.....	33
5.03	Step 2 of Written Grievance.....	33
5.04	Step 3 of Written Grievance.....	33
5.05	Arbitration.....	33
5.06	Miscellaneous.....	34
ARTICLE VI — DURATION AND ACCEPTANCE OF AGREEMENT.....		34
ARTICLE VII—SUBCONTRACTING RESTRICTIONS .....		34
BARBERTON CITY SCHOOL DISTRICT .....		36
SCHEDULE OF EMPLOYEE BENEFITS.....		36

## **PREAMBLE**

- A. It is recognized that the best interest of public education will be served by establishing procedures to provide an orderly method for the Barberton City School District Board of Education, the Superintendent, and representatives of the Union to discuss matters of concern, and to reach satisfactory agreement of these matters.
  
- B. The Barberton City School District Board of Education and the Union mutually agree:
  - 1. The Board of Education, under law, has the final responsibility of establishing policies for the support staff of the Barberton City School District.
  - 2. The Superintendent and the administrative staff have the responsibility of administering the policies established.
  - 3. Provisions of this Agreement will not deny any employee his/her individual right to be heard through the established channels of the Board of Education.

**ARTICLE I — RECOGNITION AND NEGOTIATIONS PROCEDURE**

**1.01 Recognition of the Union**

A. The Barberton City School District Board of Education, hereinafter referred to as the “Board,” recognizes the Ohio Association of Public School Employees/ American Federation of State, County and Municipal Employees (OAPSE/ AFSCME--AFL-CIO) and OAPSE Local 140, hereinafter referred to as the “Union,” as the sole representative of personnel employed or to be employed for the bargaining unit comprised of the following job classifications:

1. Level I -- Bus Driver and Bus Driver/Handicap
2. Level II -- Bus Aide (CDL Certified)
3. Level III -- Bus Aide (Non-CDL Certified)

B. Excluded from the bargaining unit are all employees assigned to other bargaining units, substitutes, temporary employees, confidential employees involved in labor relations, and certificated personnel. A substitute is a non-regular employee who is taking the place of a regular employee. A regular employee is defined as an employee who has been replaced by a substitute who has the right to return to his/her regular assignment. A temporary employee is defined as a non-regular employee who works in an assignment that is vacant for a period not to exceed thirty (30) workdays. This time may be extended by mutual agreement of the parties.

**1.02 Recognition of the Board**

The Union recognizes the Board as the locally elected body charged with the control of public education in the Barberton City School District and as the employer of all support personnel of the school system.

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all rights identified in Section 4117.08 of the Ohio Revised Code. These include the power to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the School District organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of Board operations;

- D. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work forces;
- G. Determine the overall mission of the School District;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the school district.
- J. It is understood that the provisions of this Agreement can and do prevail over State and Local statutes where specifically agreed otherwise in said Agreement in accordance with O.R.C. §4117.10.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and the Ohio Statutes; and then only to the extent such specific and express terms hereof are in accordance with the constitution and laws of the State of Ohio and the rules and regulations promulgated by the State of Ohio and the laws of the United States.

#### 1.03 Contrary to Law Provision

Should any provision of this Agreement be found to be contrary to any federal or state law, or any local superseding ordinance or statute, then such provisions of the Agreement shall be considered void and shall be renegotiated to conform with said laws, statutes or ordinances.

#### 1.04 Scope of Bargaining

Primary areas of negotiations are concerned with compensation, working conditions and fringe benefits.

#### 1.05 Initiating Negotiations

Either party may give written notice, not less than ninety (90) days immediately prior to the expiration date, of its intentions to amend, modify, or terminate this Agreement. The parties agree to set a meeting, within ten (10) working days after the receipt of the intent to negotiate a successor Agreement. The ground rules will be established at the initial meeting.

#### 1.06 Negotiation Teams

The Union negotiation team will be comprised of not more than six (6) members, and the Board negotiation team will be comprised of not more than six (6) members.

#### 1.07 Adoption of Agreement

The tentative agreement reached by the negotiation teams of the Union and the Board must complete the following steps, in sequence, before it becomes a binding agreement:

- A. Submitted for ratification by the membership of the local Union.
- B. Submitted for adoption by the Board.
- C. Once the Agreement has been adopted by the Board, it becomes the only valid Agreement between the Board and the Union. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the parties. This agreement constitutes the entire agreement between the parties. This Agreement represents a completion of negotiations on all bargainable issues for the duration of the Agreement and nothing during such term shall be negotiable unless both parties agree otherwise.
- D. The Board agrees to prepare and reproduce the final draft of the contract Agreement prior to a membership ratification. Any items changed will be identified in the document. The parties will meet to discuss any changes needed to the document, if necessary.
- E. The Board agrees to provide the members of the bargaining unit with a copy of the final Agreement within three (3) weeks after ratification by the Union and adoption by the Board. The Board also agrees to provide the Union with five (5) additional copies of the Agreement.

#### 1.08 Dispute Resolution Procedure

If, after sixty (60) working days, or a number of days mutually agreed upon, tentative agreement on all items is not reached, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Services (FMCS). Once started, mediation shall continue until tentative agreement is reached on all unresolved items.

#### 1.09 No Strike Clause

The employees agree not to strike or engage in a slowdown for any reason during the duration of this Agreement.

## ARTICLE II — EMPLOYMENT AND WAGES

### 2.01 Employment

Employment of all regular employees in a classification represented by the Union is to be in accordance with this Agreement and the Ohio Revised Code.

### 2.02 Orientation

At the time of initial employment, the employee will be given information concerning future positions, responsibilities, and labor Agreement. The specific duties entailed will be explained by the employer, and any written rules and regulations available will be available to the employee.

### 2.03 Job Description and Classification

All employees and the Union President shall be provided a copy of their job description and a copy of any subsequent job description changes.

### 2.04 Discipline Procedure

- A. Employees retain their position as long as they perform their services efficiently and maintain good behavior.
- B. No employee shall be reduced in pay or position, suspended, or removed, except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of such sections of the rules of the Board, or any other failure of good behavior, or by any other acts of misfeasance, malfeasance, or nonfeasance in any office.
- C. When an employee is to be disciplined, he or she shall be advised of the reason in written form within twenty-four (24) hours of the disciplinary action. Specific charges must be presented in this notification, and the employee shall have the opportunity to answer any and all charges leveled against said employee. Disciplinary action shall be determined by the Superintendent or his/her designee. Unsubstantiated anonymous complaints shall not result in disciplinary action.
- D. In the case of suspension or removal, the Superintendent or his/her designee shall furnish such employee with a copy of the reasons for suspension or removal. Such order shall be filed with the Treasurer. No suspension shall be invoked until after the hearing with the Superintendent or his/her designee, if one is requested. If the presence of the employee presents a clear and present danger to the school, or to its employees or students, or to himself/herself, the employee may be subject to immediate disciplinary action.

E. Dismissal

Recommended dismissal of any employee must be submitted by the Superintendent to the Board at a Board meeting and must be formally accepted by resolution to become effective.

2.05 Payroll Procedures

Pay periods for all employees shall be on a bi-weekly basis for each school year based upon the pay schedule determined by the Board Treasurer. In the event an error in payroll occurs which was not caused in whole or in part by an act or omission of the employee, the Treasurer may, at his discretion based upon the severity of the error, issue a special payroll check to the employee prior to the next payroll.

2.06 Payroll Deductions and Agency Shop Provision

**A. SERS Salary Reduction Pickup**

1. The Treasurer of the Board shall contribute to the School Employee Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such classified employees.
2. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary, and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pickup" of the SERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pickup" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
3. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pickup" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The Board shall compute and remit its employer contribution to SERS based upon the total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the

“pickup.” The Board shall report for municipal income tax purposes as an employee’s gross income said employee’s total annual salary, including the amount of the “pickup.” The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

5. The “pickup” shall be included in the employee’s total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
6. The “pickup” shall be a uniform percent for all classified 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.
7. The current taxation or deferred taxation of the “pickup” is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the “pickup” will be deferred. If the IRS or other governmental entity declares the “pickup” not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

**B. United Way Pledges**

All employees may have United Way pledges deducted from their checks.

**C. U.S. Savings Bonds**

Upon written request, the Board grants employees the privilege of having U.S. Savings Bond deductions made from their paychecks. These deductions may be made monthly or from each pay. The deadline for requesting savings bond deductions will be Friday of the second week of school. Bonds will be purchased beginning in October.

**D. Summit Schools Federal Credit Union**

Upon written request, the Board grants employees the privilege of having deposits to the Summit Schools Federal Credit Union deducted from their paychecks. Written requests for such deduction must be made not later than the third Friday in September, or the second Friday in February. Changes in such deductions can be made twice annually; however, such deductions may be terminated at any time.

**E. Authorized Payroll Deductions**

Employees hired at any time other than the beginning of the school year may request authorized payroll deductions within the first thirty (30) days of their employment.

**F. Income Protection Plan Deductions**

All unit personnel may have income protection plan deductions taken from their checks through a Board-approved carrier.

**G. Association Dues Deduction and Agency Shop Provision**

1. All members of the bargaining unit who are not members of the Union and its Local 140 shall pay to the Union a fair share fee as a condition of their continued employment with the Barberton City School District. Such fair share fee shall not exceed dues paid by members of the Union and its Local 140.
2. All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire.
3. The Union shall notify the Board of the fair share fee amount and of any changes in the amount of dues deduction, if changed, and shall provide to each nonmember employee a notice of the amount of the fee, an explanation as to how the fee was determined, a statement that the employee may file an objection as to the amount and how to receive a rebate, and an explanation as to the procedure which the employee must follow to challenge the amount of the fee under the Union's internal rebate policy.
4. Fair share fee shall be deducted through payroll deduction in the same manner as dues deductions, except that written authorization for fair share fee deduction is not required.
5. Employees may request deductions at any time during the dues deduction period. Any deduction begun after September shall be the obligation of the individual employee.
6. Payroll deduction authorizations for periodic dues, initiation fees and assessments shall be continuous except that authorization may be withdrawn if submitted during a period of ten (10) days ending December 31 during the year of the expiration of the contract. If dues deduction is not revoked during such period, it shall continue for a successive period. Copies of all revocations shall be made available to the local Union President and/or Treasurer upon his/her request. If a valid authorization

form is not on file with the Board, no deductions will be made from the paychecks of the employee in question.

7. All dues and fees shall be deducted from the employees' wages for pays beginning with the first complete pay in September and for the next (8) consecutive months and shall be sent with the report of deductions to the state Union Treasurer. A copy of the report shall be sent to the local Union Treasurer.
8. The Union shall forward to the Treasurer by September 1 of each year the amount to be deducted for that year if changed from the previous year.
9. The Union hereby indemnifies the Board against any and all claims, demands, suits, and any and all other forms of liability which may arise by reasons of the Board's actions in deducting and forwarding union dues, initiation fees, assessments and/or share fees pursuant to this provision.
10. The Board agrees not to honor any checkoff authorizations or dues deduction authorizations executed by an employee in the bargaining unit in favor of any other labor organization(s) representing employees for the purpose of collective bargaining for wages, terms and conditions of employment during the term of this Agreement.
11. The Board agrees to provide by August 31 of each year a list of all employees in the bargaining unit on the payroll effective July 1, their hourly rate, annual rate, number of workdays, and number of hours to be worked. This report shall be sent to the state Union Treasurer.

#### **H. Tax-Sheltered Annuities**

1. Bargaining unit members may participate in a tax-sheltered annuity program.
2. Bargaining unit members may initiate annuity deductions, may change annuity companies, or may change the amount of their payroll deductions a maximum of twice in any school year, and such changes must occur only in the open window periods noted in paragraph 3 below.
3. Application for such changes must be made in writing and submitted to the Treasurer's Office during the first fifteen (15) days of the months of October, February, or June; and annuity changes may only be initiated during these times. However, bargaining unit members may cancel their annuity deductions at any time.
4. Annuity deductions shall be mailed by the Treasurer to the designated agency within seven (7) days from the date of the payroll or immediately when the invoice is received, whichever is later.

## **I. P.E.O.P.L.E. Deductions**

The employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union, pursuant to the authorization card, no later than the tenth (10th) day following deductions. The Chapter Chairperson shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

### 2.07 Overtime Pay Computation

Support staff employees will be granted one and one-half (1½) times their regular rate of pay for all hours worked after forty (40) hours of actual work which includes regular contracted hours for route/run and pre-trip time, holidays, but excludes all other leaves. However, if an employee believes that he/she is subject to exceptional circumstances requiring a leave due to an incident that is related to employment with the district, the employee may request that paid time be considered time actually worked. Such exception(s) shall be requested in writing to the Superintendent. Such request(s) will not be denied arbitrarily.

### 2.08 Compensation

#### **A. Wage Rate Schedules**

##### **1. Drivers and CDL Aides**

For the term of the contract year from January 1, 2012 through December 31, 2013 there will be a 0% increase on the base and a step freeze per the wage schedule set forth below. There will be no step movement for the duration of the contract. Step will not be retroactive at the expiration of the contract and steps will not be automatic without negotiating. Employees who received a horizontal step increase on January 1, 2012 will maintain the increase through the duration of the contract.

##### **2. Non-CDL Aides**

The wage rate schedule for aides who are not CDL-certified shall be twenty-five percent (25%) less at each step than the wage rate schedule for CDL-certified Aides.

##### **3. Except as provided otherwise in Section 2.08 (A) (1), movement on the salary step will be effective with the first payroll after January 1, of each year. New employees must have been employees at least one hundred twenty (120) calendar days to qualify for the January advancement.**

Wage Schedule Prior to Implementing Percentage Increases

Drivers	Start	1 Year	2 Years	3 Years	5 Years	10 Years	15 Years	20 Years
1/1/2012	\$14.58	\$14.75	\$14.91	\$15.48	\$16.47	\$16.75	\$17.33	\$17.52
1/1/2013	\$14.58	\$14.75	\$14.91	\$15.48	\$16.47	\$16.75	\$17.33	\$17.52

CDL Aides	Start	1 Year	2 Years	3 Years	5 Years	10 Years	15 Years	20 Years
1/1/2012	\$13.46	\$13.64	\$13.79	\$14.38	\$15.59	\$15.95	\$16.52	\$16.72
1/1/2013	\$13.46	\$13.64	\$13.79	\$14.38	\$15.59	\$15.95	\$16.52	\$16.72

Non-CDL Aides	Start	1 Year	2 Years	3 Years	5 Years	10 Years	15 Years	20 Years
1/1/2012	\$10.11	\$10.22	\$10.35	\$10.92	\$11.81	\$12.09	\$12.51	\$12.65
1/1/2013	\$10.11	\$10.22	\$10.35	\$10.92	\$11.81	\$12.09	\$12.51	\$12.65

2.09 Reporting Off Procedure

- A. The electronic secretary system will be utilized. In addition, employees reporting off will also leave a message on the bus garage voice mail system. The employee will not be considered reported off unless the employee has utilized the electronic secretary system and the bus garage voice mail system. The Administration reserves the right to modify the electronic secretary system reporting off procedure. Any changes will be communicated to the employees through the dissemination of a card as described in Section 2.09(B).
- B. Each employee will receive a card that explains the reporting off procedure. This reporting off procedure card should be kept in the employee's personal possession. The phone number provided is for reporting off purposes only and should not be given out to anyone.
- C. Employees must report off 1.5 hours before the scheduled run to insure proper coverage and work scheduling. Multiple failures to call off by 1.5 hours before the scheduled run utilizing the procedure in effect will result in discipline of the employee. The absent employee will report back by 4:00 p.m. the day prior to returning to work.

2.10 Emergency Personnel Policy

- A. Only the Superintendent or his/her designee has the authority to declare an emergency on inclement weather.
- B. The workers required to solve the emergency will be called in individually by the Superintendent or his/her designee.
- C. All employees not required to work during the emergency shall receive their normal regular pay for the day.
- D. All those employees called in to work by the Superintendent or his/her designee will be paid time and one-half (1½) for all hours worked in addition to their regular pay.

2.11 Layoff Procedure

- A. If it becomes necessary to reduce the number of employees in a job classification, due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such layoff. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, in so far as practical, for employees who resign, retire, or otherwise vacate a position.

Whenever it becomes necessary to lay off employees for reasons stated above, affected employees shall be laid off according to seniority with the least senior employee laid off first.

The employee with the least seniority in the classification affected shall have the right to displace any less senior employee in the next lower classification. Such displacement(s) shall occur within the affected level first. The displacement procedure will result in the least senior person out of the three (3) classifications being laid off. The classifications in the bargaining unit are as follows:

Level I	--	Bus Driver and Bus Driver/Handicap
Level II	--	Bus Aide (with CDL)
Level III	--	Bus Aide (Non-CDL Certified)

- B. A bump meeting shall be held to expedite the process with all bumps completed during that meeting.
- C. When it becomes necessary to increase the work force in a job classification from which there have been employees laid off, the employees will be recalled to their job classification according to seniority; that is, the most senior employee shall be called back first, the second most senior employee second, etc. The employee being recalled shall be notified by certified mail not less than five (5) days prior to the time the employee is to report to work.

- D. An employee laid off retains recall rights for a period of twenty-four (24) months after the layoff. Recall rights shall be terminated if a laid off employee refuses to accept a position that would provide greater compensation per week than unemployment compensation.
- E. Seniority for new employees shall begin with the first day of work on a regular assignment. If initial hire dates are equal for two (2) or more employees, Board appointment dates shall determine seniority. If Board appointment dates do not resolve the issue for two (2) or more employees, application dates shall be used to determine seniority. If this does not resolve the issue, lots shall be drawn between the employees.
- F. In the event of a layoff, the affected employees and the Union President shall be notified at least two (2) weeks in advance of the effective date of the layoff.

#### 2.12 Movement Between Classification

Aides with CDL and Drivers placement on the salary schedule shall be determined by his/her cumulative and uninterrupted time spent as an Aide with CDL and Driver. New Employee must work at least one hundred twenty (120) calendar days to be moved to the next step on the salary schedule.

\*Back pay for this provision is retroactive to January 1, 2012 for no more than 2 employees based upon seniority.

#### 2.13 Bid Limits

- A. When a new route is established, or a vacancy occurs, all bargaining unit members shall have a right to submit a bid under the contract bidding procedures.
- B. Any route that is increased by thirty (30) minutes or more, shall be posted and bid under the bidding procedure.
- C. A person who successfully bids to another route or classification cannot bid again for one (1) month unless waived by the Superintendent or his designee.
- D. Bargaining unit members may bid on and be assigned to more than one (1) route, providing the additional route does not place them in overtime pay status.

Mid-Day Runs shall be bid and awarded on a seniority basis at the time such mid-day route is vacated. Current employees as of 8/11/2008 holding a mid-day run shall retain such run until vacated.

#### E. Definitions

1. Route: A route is the total of runs assigned to a position.

2. Run: A run is a segment, in whole or part, of a route.

Summer Run – Any run between the last student day and the first student day (Barberton City School Calendar) that is two consecutive days or more (i.e. Summer School, Dragonfly, Leap, Kids First, etc.).

3. A route may consist of:

- a. A.M. run and P.M. run
- b. Midday run
- c. Exceptions to the above will occur based upon special circumstances (i.e., buses designated for Head Start runs that have car seats installed, buses with wheelchair lifts, etc.)

#### 2.14 Vacancy, Posting, Driver Assignment and Selections

- A. Bus Drivers will remain on their assigned routes unless they are awarded another route through the bidding or posting process, resign, or are terminated, or retire. Changes to routes are necessary each year and during the year to meet the educational patterns of the District and/or the best interests of the children. All vacated routes or newly created routes will be put up for bid. Any vacancy will be posted within ten (10) working days of the Board's determination of the vacancy. Postings shall be for at least five (5) business days (when administration offices are open). Selection to fill the vacancy will be based on qualifications, job performance, and seniority.
- B. Bus Drivers and aides will be mailed, during the summer months, notices of all vacant bus routes.
- C. The bid period for a vacancy after the close of school in June and before the opening for the next school year will be ten (10) business days.
- D. For a unit member who becomes eligible for insurance benefits, said insurance coverage shall begin thirty (30) days after the employee becomes eligible.
- E. If an approved vacancy is being filled by an incumbent driver, the resulting vacancy shall be posted within five (5) working days.
- F. All aides who are licensed bus drivers shall have the first opportunity to drive their assigned bus in the absence of the regular driver and shall be paid at their step on the drivers' salary schedule.
- G. No driver may bid on any assignment which will place them in an overtime pay status, on a regular basis.

- H. Any hours or days extending beyond the normal school year shall be offered first to the current driver on the run. If the current driver refuses the work, it will be offered to other drivers by seniority.

## 2.15 Compensation Procedure

- A. Bus Drivers who are assigned an activity trip which begins after 2:00 p.m. or on a Saturday, Sunday or holiday shall receive a minimum of two (2) hours pay for said activity trip. All other trips shall have a two (2) hour minimum guarantee. That is, all drivers will be paid for actual time worked, or the minimum guarantee for a given run, whichever is greater.
- B. The minimum guarantee per route will be 4.5 hours per day with pre-inspection and warm-up time included within the 4.5 hours. Mid-day runs are guaranteed to be at least 1.5 hours per day. Any additional time is to be added to the employee's time card, as needed.
- C. Activity trips scheduled during the summer months will be subject to the two (2) hour minimum guarantee.
- D. If an activity trip is canceled after 2:20 p.m. during the school year, the bus driver shall be paid for his/her regular p.m. run.
- E. Any bus driver who has a perfect driving record (i.e., zero (0) points) during a calendar year shall be paid an additional one percent (1%) based upon his/her W-2 wages in the calendar year. The payment will be made to eligible employees who submit an application for said payment to the Treasurer by January 15, following the calendar year in which the employee becomes eligible. Payment will be made to an eligible employee in February.
- F. The following procedure will apply to pick-up or drop-offs on activity bus runs that may occur during school hours Monday-Friday, non-holidays and during the hours of 8:30 a.m. - 2:00 p.m.: Drivers who are needed to drive a regular run or one-half (½) run that requires them to make a drop-off or a pick-up shall be compensated a minimum of two (2) hours for the drop-off or two (2) hours for the pick-up in addition to the minimum time allowed for the regular run. If a driver makes both a drop-off and a pick-up, the minimum would be four (4) hours plus the regular run. For all other hours beyond 2:00 p.m. or on a Saturday, Sunday or holiday, the two (2) hour minimum shall apply.

Example #1, Monday through Friday

Bus Driver A

AM Run=6:00 AM to 8:00 AM  
PM Run=2:30 PM to 4:30 PM

Bus Driver "A" takes a trip to Magical Theater which leaves at 9:00 AM and returns 11:30 AM. The driver earns a total of 4 ½ hours for their regular AM and PM run and pre-trip plus 2 ½ hours for the trip to Magical Theatre. A total of 7 hours of paid time for the day.

#### 2.16 Probationary Status

- A. All persons appointed to positions shall serve a probationary period of ninety (90) calendar days. During this period, the initial appointment probationary employee may be dismissed at the Board's sole discretion, and no provision of this Agreement shall apply. Such dismissal shall not be subject to the grievance procedure set in this Agreement. Regular status is granted upon successful completion of the probationary period, which time will be based on actual time of compensated employment. Disciplinary suspension status and leave of absence time are not considered compensated employment time for purposes of satisfaction of the probationary period.
- B. All persons promoted shall serve a probationary period of ninety (90) calendar days. During this period, the promoted probationary employee may be removed and returned to his/her former job classification or the employee may elect to return to his/her former position/route within five (5) working days. When an employee is removed and returned to his/her former job classification, no other provision of this Agreement shall apply nor shall such removal be subject to the grievance procedure set forth in this Agreement. The resulting vacancy will not have to be rebid and will be filled by returning to the second seniority bid from the original posting.

#### 2.17 Training Pay and Reimbursement of Training Cost

- A. Any driver who is requested and who takes a prospective driver on training assignments shall receive his/her hourly rate while doing training work. Regular drivers shall have the first opportunity for such work; however, this shall not preclude the Supervisor of Transportation from training prospective drivers.
- B. A driver who has been trained and hired by the Board and who is terminated, resigns or otherwise leaves his/her position with the Board within three hundred sixty-five (365) calendar days of the Board action to hire him/her shall reimburse the Board for the training and hiring costs, including wages paid to the trainers, licenses, classes, mileage, physicals and any other costs directly associated with training and hiring the driver. Upon the request of the employee, the Board will provide the employee a list of expenses for which the Board will request reimbursement.

#### 2.18 CDL and Driver Abstract Reimbursement

- A. The Board of Education will provide reimbursement for the documented cost of the Commercial Motor Vehicle Safety Examination in order to receive a

Commercial Drivers License. Such reimbursement will occur after presentation to the Superintendent of appropriate receipts and evidence of successful passage of the Commercial Motor Vehicle Safety Examination and receipt of the Commercial Drivers License.

- B. An employee who receives such a reimbursement and who fails to remain in service to the Barberton City School District Board of Education for a period of one (1) school year after receipt of the reimbursement shall have the amount of the reimbursement deducted from his/her final check.
- C. If an employee fails to pass the examination, he/she shall immediately be placed on an unpaid leave without fringe benefits for a period of up to ninety (90) days or until such time as he/she passes the test. Upon passing the test, all wages and other entitled benefits, including seniority, will be resumed. If the employee fails to pass within the ninety (90) day period, his/her contract shall be deemed terminated without requiring Board action.
- D. No Board reimbursement will be allowed if the employee is required to be re-examined because of vehicle operator violations and/or citations.
- E. The Board also agrees to reimburse employees for the cost of the driver abstract.
- F. The Board agrees to pay all classes and testing associated with driver recertification with prior approval of the Administration. If the classes are scheduled during work hours, the driver(s) will not suffer loss of pay.

#### 2.19 Attendance Recognition Pay

The Board wishes to recognize and reward employees who have excellent attendance in accordance with the following schedule:

- A. For each year of the contract, an employee who has used no more than five (5) days of sick leave during the school year shall receive a onetime payment of \$150.00.
- B. For each year of the contract, an employee who has used more than five (5) but no more than ten (10) days of sick leave during the school year shall receive a onetime payment of \$75.00
- C. For each year of the contract, an employee who has used more than ten (10) but no more than fifteen (15) days of sick leave during the school year shall receive a onetime payment of \$25.00.
- D. The payment of the incentive bonuses outlined in this section shall be paid within sixty (60) calendar days following the last Barberton City School student day of that year.

## ARTICLE III — FRINGE BENEFITS

### 3.01 Comprehensive Major Medical Plan and General Provisions

A. All employees shall be classified for hospitalization as follows:

1. Family major medical coverage: A position requiring more than thirty (30) hours per week for a minimum of thirty-seven (37) weeks per year. The thirty-seven (37) week requirement does not apply to Head Start drivers.

2. Single major medical coverage: A position requiring thirty (30) hours per week for a minimum of thirty-seven (37) weeks per year. The thirty-seven (37) week requirement does not apply to Head Start drivers.

3. Regardless of hours worked the Board agrees to maintain at least seven (7) positions/employees as “eligible” for insurance (single or family) at seventy-five percent (75%) of the monthly premium amount paid by members of the BEA for comprehensive major medical and prescription drug insurance.

If at any time one or more of these positions were vacated or an employee severs their employment with the employer, then the next senior employee(s) would then qualify under this provision so as not to have less than seven (7) qualifying positions/employees.

If an employee is offered insurance and refuses under this agreement, he/she shall forfeit their rights under this provision until such time as either another eligible position opens and the employee is next in seniority, or a change in the employee hours qualify him/her for insurance in accordance with this article.

Members of the bargaining unit regularly working between twenty to thirty hours shall receive comprehensive major medical and prescription drug insurance by paying 50% of the single premium. If the employee wants family coverage, the employee will pay 50% of the single premium and the difference between the single and the family plan.

B. A new employee eligible for hospitalization and life insurance benefits must complete a thirty day waiting period from date of his/her eligibility before inclusion under the comprehensive major medical plan provisions provided by the Board.

C. Members of the bargaining unit working thirty or more hours shall be required to pay seventy-five percent (75%) of the monthly premium amount paid by members of the BEA for comprehensive major medical and prescription drug insurance.

D. Upon termination of employment from the Board, the insurance-eligible employee shall also be terminated from the group insurance program but shall be offered COBRA rights.

E. Coordination of Spousal Benefits

Where a spouse is able to obtain health insurance coverage through an employer, the spouse will be required to obtain coverage through his/her employer unless the spouse must pay more than one hundred dollars (\$100.00) per month for available coverage. The spouse's plan will be treated as the primary plan for the spouse, and the District's plan will be then secondary for the spouse.

F. The Board will not accept any premiums for all collateral dependents. Part-time employees who have been granted single coverage will not be permitted to pay premiums for their dependents.

G. Additional Surgical Opinion Benefits

Additional surgical opinions are covered the same as any other physician visit.

H. Pre-Admission Certification and Limitations Applicable to Hospital Expense Benefits

1. Penalties for failure to obtain pre-authorization for network services that are deemed not medically necessary are the financial responsibility of the provider. This includes weekend admissions, non-emergency admissions, and additional services requested. Pre-authorization is done by the provider.

2. Financial penalties for failure to obtain pre-authorization for non-network services that are deemed not medically necessary are the financial responsibility of the member.

I. Non-Weekend Admissions to Hospital

The plan will not provide any benefits under the base or major medical benefits section of the plan for services or supplies provided by or relating to an in-patient hospital admission occurring on Friday, Saturday or Sunday, and are not rendered because of an emergency admission, or a scheduled surgery to be performed on the day following admission.

J. A maximum of twelve (12) chiropractic visits per person per year will be covered, and they shall have a ten dollar (\$10.00) office visit co-pay that shall not accumulate toward the out-of-pocket maximum.

K. IRS Section 125 Plan

The Board shall establish and institute, at no cost to the employee, an IRS Section 125 Plan for all interested bargaining unit members. The Plan will enable employees to tax shelter out-of-pocket insurance premiums, medical, child care and other qualifying expenses. Participation forms shall be supplied by the provider.

3.02 Benefits While on Leave of Absence

A. When leaves of absence are granted to employees for education or professional purposes or for maternity, the employees on leave will be granted permission to make premium payments to the Board for comprehensive major medical and insurance coverage if that employee qualifies for coverage. Payments must be made by the first of every month. Failure to submit payment by the first of the month will result in discontinuation of coverage.

B. When leaves of absence are granted to employees for enlistment or recall to duty in the U.S. Armed Forces, comprehensive major medical and life insurance premiums will be addressed in accordance with applicable law.

C. It shall be the responsibility of the employee to notify the Personnel Office in writing of any change in dependency status.

3.03 Prescription Drug Insurance

The Board shall provide a Prescription Drug Insurance Card for each member of the bargaining unit, with coverage extended to the families of full-time members of the bargaining unit. The deductible shall be ten dollars (\$10.00) for generic; twenty dollars (\$20.00) for a 30-day supply of a brand name; and twenty dollars (\$20.00) for generic and thirty dollars (\$30.00) for brand name for a 90-day supply for all mail-in prescriptions.

3.04 Life Insurance

All employees shall receive Twenty Thousand Dollars (\$20,000.00) of life insurance coverage with accidental death and dismemberment and double indemnity clauses, effective upon ratification of this Agreement.

3.05 Eye Care/Dental Plan

Eye Care and dental coverage shall be from the Ohio AFSCME Care Plan.

3.06 Liability Insurance

So long as it is feasible, the Board will provide for liability insurance coverage for all unit members at a level equal to or greater than the coverage in effect on December 31, 1987.

3.07 Schedule of Benefits

The schedule of benefits for the health plan shall be in accordance with attached Appendix A and shall be the same as the BEA's Schedule of Benefits.

3.08 Holidays

- A. All full-time (nine- (9) and ten- (10) month) unit members will have the following twelve (12) paid holidays:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day after Thanksgiving	President's Day
Christmas Eve	Memorial Day
Christmas Day	Conference Day (NEOEA Day)

- B. Unit members will not be paid for a holiday if they are not in pay status on the last scheduled working day before or the next scheduled working day after a paid holiday.
- C. Unit members shall be paid time and one-half (1½) their regular rate of pay for all hours worked on their twelve (12) paid holidays as determined by the school calendar, provided they worked the last scheduled working day before and the next scheduled working day after a paid holiday.
- D. In addition to the paid holidays listed in A. above, the Board agrees to provide two (2) additional paid holidays to be scheduled by the Board which shall be consistent with days scheduled for other bargaining units.

3.09 Sick Leave

- A. Availability of Sick Leave Allowance

1. All regular employees shall accrue sick leave at the rate of one and one-fourth (1¼) days per month for each year of employment. A support staff employee completing a full school year will earn a total of fifteen (15) days of sick leave. A part-time contract employee shall accrue proportionate amounts of sick leave for the time actually worked. Unused sick leave shall be cumulative to a maximum of two hundred twelve (212) days. Any driver who is assigned an a.m., midday and p.m. run who does not drive at least two (2) of the three (3) portions of his/her assignment

shall be charged one (1) full day of sick leave for every two (2) occurrences.

2. Each new regular employee shall be granted five (5) days' sick leave effective the first day of the school year. These five (5) days shall be part of the total number of accumulated days to which the employee shall be entitled for the first year of employment. In extremely unusual and critical situations with medical verification, an additional five (5) days' sick leave may be granted for new employees at the discretion of the Superintendent.

**B. Termination of Employment and Sick Leave**

1. An employee who leaves the employment of the Board shall retain his/her accumulated sick leave for ten (10) years from the date of termination employment.
2. An employee re-employed by the Board who, since leaving the employ of this Board, has been employed by other boards of education or by state, county or municipal governments of Ohio, shall receive full credit for sick leave accumulated both in prior employ of the Board and in the employ of other agencies listed above as shown in the records of the employing organization in accordance with the Ohio Revised Code; however, such credit for sick leave shall not exceed the maximum number of days for sick leave granted by the Board to its employees.
3. Any employee who has been in the service of another board of education or state, county or municipal government of Ohio, shall receive full credit for sick leave accumulated in this previous service as shown in the records of the last employing organization in accordance with the Ohio Revised Code; however, such credit for sick leave accumulation shall not exceed the maximum number of days for sick leave granted by the Board to its employees.

**C. Limitation and Requirements for Sick Leave Allowance**

1. No salary payment for days of absence under sick leave provisions shall be made to any employee except as provided in subsequent paragraphs.
2. Upon approval, employees may use sick leave for absence due to personal illness, injury, exposure to contagious disease which could be communicated to others, for absence due to pregnancy and for absence due to illness of parents, husband, wife, children, brother or sister living in his/her home. In such illness outside the home, or in the case of illness of other dependents living in the same home or grandparents, grandchildren and in-laws bearing the preceding relationships, permission of the Superintendent or his/her designee must be secured before sick leave is approved.

3. Employees may use accumulated sick leave for absence due to death in the immediate family, which for this purpose shall include: grandparents, parents, spouse, child, grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, and brother-in-law, and in addition such other persons who, by relationship to such employee shall be determined by the Superintendent or his/her designee to be members of the employee's immediate family.
4. For an absence resulting from the aforementioned causes chargeable to sick leave, the prescribed form of the Board must be completed regardless of the duration of the absence. If medical attention was required by the employee, the employee's statement on the prescribed form shall list the name and address of the attending physician and the dates when he/she was consulted. This form shall accompany the payroll report which is signed and submitted by the appropriate supervisor.
5. The Board shall require the employee to submit written medical certification from a health care provider for absences of more than three (3) consecutive days. An employee may be absent up to seven (7) cumulative days without written medical certification from a health care provider. If absent in excess of seven (7) cumulative days without written medical certification, the employee shall be required to meet with the Superintendent or designee after each additional absence that is in excess of seven cumulative days without medical certification. The purpose of such a meeting with the employee will be to review the absences and any concerns that may be related to the absences.
6. Falsification of a sick leave statement by an employee is grounds for disciplinary action, up to and including, suspension or termination of employment. Demonstrated patterns of sick leave abuse shall also be grounds for disciplinary action, up to and including, suspension or termination of employment. Pattern abuse consists of, but is not limited to, absenteeism as evident of a pattern contiguous with or related to holidays, Friday, Mondays, weekends, paydays or other discernible events, and/or consistent or regular usage of available sick leave. Patterns related to medical conditions including, but not limited to, reasons under the Family Medical Leave Act, Autoimmune Deficiencies, Chemotherapy, Dialysis, Physical Therapy, etc. shall not be punishable under this provision.
7. Unexcused absences may be addressed in the employee's evaluation.

### 3.10 Personal Leave

- A. Subject to the approval of the Superintendent or his/her designee, a unit member may be granted two (2) unrestricted and one (1) restricted personal leave days each school year.
- B. Personal leave is defined as follows:
1. The observance of religious holidays where total abstinence from work is required by the employee's faith.
  2. Response to a subpoena from court or other legal authority, or a court appearance as a party to the litigation.
  3. Attendance at graduation exercises for the employee, his/her spouse, child or grandchild.
  4. Road conditions which render it impossible, despite the exercise of all reasonable effort and precaution, to report for work.
  5. Attendance at the funeral of a close friend or relative not specified under a sick leave listing.
  6. Marriage of an employee, his/her sons, daughters or grandchildren.
  7. Personal business responsibilities which cannot be discharged outside of normal school hours.
  8. Attendance at events in which an employee's presence is required or expected.
  9. Other emergency situations approved by the Superintendent or his/her designee.
- C. Personal leave will not be granted on the day before or the day after a holiday or vacation, or during the first and last weeks of school. The Superintendent or his/her designee will normally allow no more than two (2) Bus Drivers to be on personal leave on any one (1) day, but may increase this number for unusual circumstances if adequate substitute Bus Drivers are available.
- D. Personal leave shall not be construed to be leave for a vocational or recreational reasons.
- E. Application for personal leave shall be submitted on the prescribed form and shall indicate the reason for the leave request for the restricted personal day only. All personal leave shall be requested with three (3) days advance notice. Failure to meet this requirement may result in denial of the request except in actual emergencies as determined by the Superintendent.

The Superintendent may conduct reasonable inquiries to satisfy the existence of an actual emergency.

- F. Unused personal leave shall be converted to sick leave at the end of each school year.
- G. Personal leave may not be used for leisure, recreational activities nor to work another job including self-employment.
- H. Any driver assigned an a.m., midday, and p.m. run who does not drive at least two (2) of the three (3) portions of his/her assignment shall be charged one (1) full day of personal leave for every two (2) occurrences.
- I. Evidence indicating to the Board that personal leave has been abused may be considered as just cause for disciplinary action up to and including termination.

### 3.11 Leaves of Absence

- A. An employee shall be granted a leave of absence without pay for a period not to exceed one (1) year because of personal illness or injury. If the illness or disability continues beyond one (1) year, an additional leave not to exceed one (1) year shall be granted by the Board upon the request of the employee. Leave of absence for disability from pregnancy and childbirth shall be treated as any other disability.
- B. An employee may, upon written request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Board. A certificate from the employee's physician as to fitness to perform his/her job shall be a prerequisite for early return from disability leave.
- C. The Superintendent or his/her designee may grant a leave of absence for a maximum of two (2) consecutive years for other reasons.

### 3.12 Union Leave

The Local shall be entitled to a total of four (4) days with pay per year for Union business, with no more than two (2) employees on Union Leave at the same time.

### 3.13 Assault Leave

- A. When an employee is required to take leave due to a physical injury because of an assault while performing his/her job duties, he/she shall be awarded up to thirty (30) days' assault leave. Assault leave shall not be charged to sick leave.
- B. To qualify for assault leave, the employee must present or have presented a doctor's statement that he/she cannot perform his/her duties.

### 3.14 Severance Pay

- A. Any employee, upon retirement from active service under provisions of the appropriate state employees retirement system, shall receive severance pay equal to twenty-five percent (25%) of his/her accumulated sick leave days, up to a maximum of forty-eight (48) days.
- B. Said payment shall be based on the per diem rate of pay at the time of retirement. Per diem rate shall be determined by dividing the employee's regular contract salary by the number of days in the work year. This payment is to be made upon evidence of approval of retirement benefits by the appropriate state employees retirement system; provided, however, that the retirement be effected within ninety (90) days of the last day of active service.

## ARTICLE IV — MISCELLANEOUS PROVISIONS

### 4.01 Authorized Riders

Authorized riders shall only include school administrators and others having the prior approval of the Superintendent or his/her designee to ride the school buses and shall be in compliance with law.

### 4.02 Jury Duty

- A. Employees may be absent from their regularly scheduled duties to perform jury duty. The employee must send the court summons to the Business Office to substantiate the summons to jury duty.
- B. The Board shall pay the employee the difference between jury duty pay and school pay.

### 4.03 Subcontracting/Substituting Activity Trip(s)

The district will have the authority to utilize substitutes if no bus driver or aide with a CDL is available to take the trip. The District may subcontract transportation services anytime that the charter/subcontracted service is paid for by donations. The Board will notify the local Union President each time this occurs.

Substitute shall be defined as any non-bargaining unit employee including outside contractors.

### 4.04 Procedure for Handing Out Trips

- A. Activity trips shall be posted two (2) weeks in advance whenever possible. Trips that cannot be posted two weeks in advance shall be posted when received or the first business day following a weekend or holiday as a "Late Posting".

Emergency trips shall be defined as trips which have less than a 24 hour notice and shall be posted as an "Emergency Posting." A good faith effort will be made to offer such trips by seniority if time permits.

Regular Activity and Late trips shall be awarded on a continuous seniority rotated basis.

The driver's first responsibility shall be the driver's regularly assigned route, but each employee may opt out of his/her regularly assigned route and/or run two times per week to take an activity trip. Additional opt-out days may be granted based upon availability of substitutes. These too shall be offered according to seniority rotation on the appropriate list (i.e. activity, late and emergency.) All extra work will be considered a trip (including Mid-Day runs). (Aides with CDL will be offered after drivers.)

Regular Activity and Late trips which occur during summer break (day after the last student day (Barberton School Calendar) to the day before the first student day (Barberton School Calendar)) and which are not bid prior to the end of the Barberton City School year or at the initial bid meeting on the first Monday in August, shall be posted as a Summer Trip and awarded in accordance with the seniority rotation list. This contact shall be by phone by the Transportation Supervisor.

- B. Refusal of a trip will entitle the Supervisor to go to the next person on the list until the trip is accepted. If all drivers and aides with CDL refuse the trip, the Supervisor can then utilize substitutes.
- C. The penalty for accepting a trip and then turning it back in will be as follows:
  - 1. First time – Driver will not lose any trips.
  - 2. Second time – Driver will lose two (2) rotations for trips.
  - 3. Third time Driver will lose four 4 rotations for trips.
  - 4. More than three (3) times will result in the Driver not being able to take any trips for the rest of the school year. Changes in destination and/or trip time (from bid board) are excluded from penalties.

School year for the purpose of sections "b" and "c" shall be defined as the first Monday in the month of August and end the day prior to the first Monday in the month of August.

- D. Trips will be offered by seniority rotation twice, amongst bus drivers then twice amongst the aides with a CDL before the school uses a substitute.

- E. A committee will be established for the purpose of assisting the district in determining departure and arrival times. The purpose of this committee is to give recommendations to the athletic director in relation to appropriate pick-up and drop-off times for students for field trips. The committee shall be limited to no less than two (2) OASPE representatives and two (2) Board representatives. The make-up of the teams shall be determined by their respective groups and shall meet as needed.

#### 4.05 Working Over Scheduled Hours

Any driver who is asked to work over and above their normal schedule by either the Superintendent or his/her designee will be paid their individual hourly rate for the period of time they work.

#### 4.06 Breakdown of Bus

Drivers will remain in pay status during breakdown until their bus is either fixed or they are directed to return to the Bus Garage, provided the driver provides timely notice of such breakdown. An attempt will be made to see that transportation is provided from a designated repair facility to the Bus Garage.

#### 4.07 Bus Washing/Cleaning

##### **A. During the School Year**

1. It is expected that drivers will maintain the inside of the bus during their regular working hours. Failure of drivers to maintain a clean bus may be subject to discipline. Bus Drivers directed to wash a bus may charge one (1) hour at their individual hourly rate.
2. It is ultimately the responsibility of the driver to maintain the bus. Unless directed otherwise each driver shall be given the opportunity to wash their assigned bus. If any driver does not desire to wash his/her assigned bus, or any other bus, washing time will be posted and offered by seniority.

##### **B. During the Summer/Preparation for Inspection**

There will be two (2) sign-up sheets for bus washing. One (1) list will be to sign up to clean the employee's bus from the previous year, and the other list will be to sign up to clean extra buses. After July 1 each summer, bus washing may be subcontracted to outside businesses, organizations, etc. Drivers who prepare for inspection shall be paid four (4) hours per bus.

#### 4.08 Board Meeting Agendas and Board Policy Manual

- A. The Board agrees to add the name of the Local Union President to the distribution list for the Board Agenda and Minutes of Board meetings. The Agenda will be distributed prior to Board meetings.
- B. The Board agrees to provide ready access by the Union to an updated copy of the Board Policy Manual.

#### 4.09 Labor Management Meetings

- A. The Board and Union agree to create a joint Labor/Management Committee of not more than six (6) persons composed of an equal number of Board and Union representatives.
- B. The purpose of the committee is to meet on an as needed basis to confer on matters of mutual interest which are not properly the subject of a grievance.

#### 4.10 Driver Responsibility

Drivers whose assignment includes transporting students to schools other than Barberton must drive on any day such other schools are open whether or not Barberton schools are open.

### **ARTICLE V — GRIEVANCE PROCEDURE**

#### 5.01 Grievance Procedure

- A. A grievance is defined as being any dispute between the parties as to the meaning or interpretation or application of any of the provisions of the contract.
- B. The purpose of the grievance procedure is to secure, at the lowest possible level, proper solutions to the grievance. A dispute, disagreement or difference arising between any support staff employee and the administration or Board shall be handled initially by direct contact between the employee and his/her supervisor. If not settled in this manner, a grievance then may be written by the employee, stating the basis of the grievance, provision of the agreement alleged to have been misinterpreted or misapplied and relief sought. Such written grievance must be filed within ten (10) days of the time the grievant knew or should reasonably be expected to have knowledge of the event or occurrence which forms the basis of the grievance
- C. A class action grievance is a dispute between the Employer and the Union as to the meaning, application or interpretation of any provision or term of this agreement, which affects all or a substantial group of employees and arising from the same even or set of facts may initially be presented by the Union at Step 2 of the grievance procedure. Any such grievance must be presented within ten (10)

working days after the Union has knowledge of the event on which the grievance is based.

- D. Time limitations provided for in this Article may be extended by mutual agreement of the Board and the Union. Any grievance not submitted or appealed within the time limits shall be waived. Working days as used in this Article shall not include Saturdays, Sundays or Holidays. The Union may withdraw any grievance at any step of the grievance procedure without such withdrawal being regarded as a precedent on future grievances filed under this agreement.

#### 5.02 Step 1 of Written Grievance

The aggrieved person Union or Steward shall file a grievance in writing with his/her immediate supervisor and local Union President. The supervisor shall, within five (5) working days after receiving the grievance, meet with the aggrieved person, Union President and/or Grievance Chairperson and submit a written answer to the grievance within five (5) working days, to the aggrieved person and Union President.

#### 5.03 Step 2 of Written Grievance

If the aggrieved person is not satisfied with the answer provided at Step 1, he/she may, within five (5) working days after receipt of the supervisor's reply request in writing a review of the grievance with the Superintendent/Designee. The Superintendent/Designee shall, within five (5) working days after receipt of the grievance, meet with the aggrieved person, his/her immediate supervisor, the Union President and/or Grievance Chairperson to review the grievance. The Superintendent/Designee shall submit a written answer to the aggrieved person within five (5) working days after the meeting with an informational copy going to the Union President.

#### 5.04 Step 3 of Written Grievance

If the aggrieved person is not satisfied with the answer provided at Step 2, the Union may within five (5) working days appeal the grievance in writing to the Superintendent for appeal of the Superintendent/ Designee's answer. The Superintendent will set up a meeting within ten (10) working days between himself/herself, the aggrieved, the Superintendent/Designee, the Union President, the Grievance Chairperson or member of the Grievance Committee, the OAPSE Field Representative and anyone else he/she deems necessary for a hearing of the grievance. The Superintendent will provide the aggrieved a written answer within five (5) working days after the meeting. A copy of the Superintendent's answer shall be provided to the Union President at the same time it is presented to the grievant.

#### 5.05 Arbitration

If a grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) calendar days after receipt of the Step 3 answer, submit the grievance to arbitration. The Union shall notify the Federal Mediation and Conciliation Service (FMCS) and the Board of its intent to appeal the grievance to arbitration. After submission of the written notice of the Union's intent to arbitrate a grievance, the Union shall request from FMCS a panel of seven (7) arbitrators to each party and the arbitrator shall then be chosen in accordance with the alternate strike method. Either the Board or the Union shall have the right to request a second list. The fees and expenses of the arbitrator shall be borne equally by the parties. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall not have the power to add to, subtract from, or modify any terms or conditions of this Agreement. All decisions or arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all grievance settlements reached by the Union and the Board shall be final, conclusive and binding, unless contrary to law, on the Board, the Union, and the employees. The arbitrator shall render a written decision to the parties within thirty (30) days after the submission of the briefs by the Board and the Union.

#### 5.06 Miscellaneous

- A. The Aggrieved, the President, the Grievance Chairperson and witnesses shall not lose pay while in attendance at meetings in connection with arbitration proceedings and grievance hearings where both parties, the Union and Board representatives, are in attendance.
- B. The Board agrees that the elected officers of the Union and/or the Union's duly appointed representatives shall be granted time off from duty hours, when necessary and without loss of pay, for the purpose of fulfilling their Union representation duties, which shall be defined as necessary meetings with the Board for matters which may require discussion and consultation by both parties. Such matters shall include workers' compensation, pension, work rules, the resolution of possible grievances and any other meetings, which are mutually set by the Board and the Union. However, under no conditions shall more than two (2) Union representatives be excused from the employee's regular shift at any one time and/or paid for attending meetings in accordance with the above unless approved by the Superintendent/designee.

### **ARTICLE VI — DURATION AND ACCEPTANCE OF AGREEMENT**

- 6.01 The undersigned, representing the Board and the Union, duly accept the foregoing Agreement this \_\_\_\_ day of \_\_\_\_\_, 2012.
- 6.02 Said Agreement, having been duly ratified by the members of the Union and adopted by the Board, is effective January 1, 2012, through December 31, 2013.

### **ARTICLE VII—SUBCONTRACTING RESTRICTIONS**

(2) Union representatives be excused from the employee's regular shift at any one time and/or paid for attending meetings in accordance with the above unless approved by the Superintendent/designee.

**ARTICLE VI — DURATION AND ACCEPTANCE OF AGREEMENT**

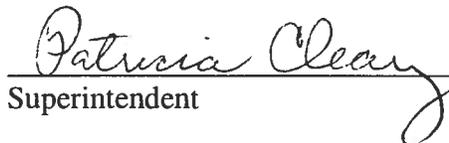
- 6.01 The undersigned, representing the Board and the Union, duly accept the foregoing Agreement this 20th day of August, 2012.
- 6.02 Said Agreement, having been duly ratified by the members of the Union and adopted by the Board, is effective January 1, 2012, through December 31, 2013.

**ARTICLE VII—SUBCONTRACTING RESTRICTIONS**

Effective on the date the Board adopts this Agreement, the Board agrees that during the term of this Agreement the Board will not subcontract district transportation services except as set forth in Article IV, Section 4.03 relating to Activity Trips.

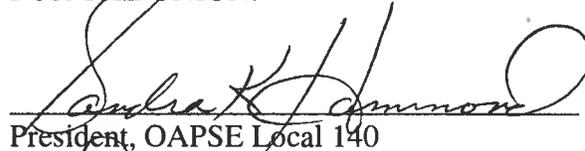
FOR THE BOARD:

  
Board President

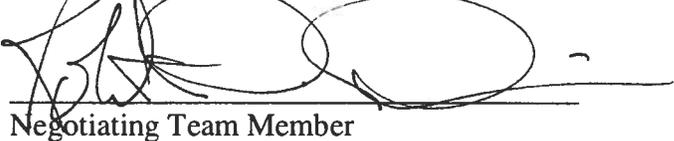
  
Superintendent

  
Treasurer

FOR THE UNION:

  
President, OAPSE Local 140

  
Negotiating Team Member

  
Negotiating Team Member

  
Union Field Representative

**BARBERTON CITY SCHOOL DISTRICT**  
**SCHEDULE OF EMPLOYEE BENEFITS**

Health Insurance

The limits of benefits shown in this schedule are applicable to each insured dependent in accordance with his/her classification. The maximum benefit applicable to each coverage under a classification is the amount listed opposite the benefit. Insurance is provided only for those benefits for which a maximum benefit is stipulated.

	<b>Network</b>	<b>Non-Network</b>
Hospital Services	80% after deductible	70% after deductible
Physician Services		
Office Visits	100% after co-pay	70% after deductible
Surgery in Office	80% after deductible	70% after deductible
Surgery in Hospital	80% after deductible	70% after deductible
All Other Eligible Services	80% after deductible	70% after deductible
Plan Deductible (Annual)		
Per Person	\$250	\$400
Per Family	\$500	\$800
Out-of-Pocket Maximum (Includes Deductibles)		
Single	\$750	\$1,500
Family (2 person)	\$1,500	\$3,000
Family (other)	\$2,250	\$4,500
Office Visit Co-Pay*	\$15.00	70% after deductible
Emergency Room Co-Pay*	\$50.00***	\$50.00***
Urgent Care Co-Pay*	\$25.00	\$25.00
Lifetime Aggregate Maximum	\$2,000,000	\$2,000,000

\*Co-pays shall not accumulate toward the out-of-pocket maximum.

**\*\*In-network and out-of-network deductibles and out-of-pocket expenses accumulate toward each other.**

**\*\*\*Waived if admitted.**

**Vision coverage shall remain the same as currently in effect.**