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STATE EMPLOYMENT  
RELATIONS BOARD

2013 DEC 19 P 3:06

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE ST. MARYS CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

**Effective July 1, 2013 - June 30, 2015**

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## **Article I - Recognition**

- 1.01 The St. Marys City School District Board of Education (the "Board") recognizes AFSCME Local #4/AFL-CIO, Local #43 an affiliate of the Ohio Association of Public School Employees (OAPSE) as the exclusive representative of all regular full-time and part-time bus drivers and van drivers. The bargaining unit excludes certificated employees, the Superintendent, administrators, supervisors, confidential employees, management-level employees, substitute employees, all other classified employees, and all other employees of the Board.
- 1.02 The "Board" includes the St. Marys City School District Board of Education and all administrators and supervisors with authority to act on its behalf.
- 1.03 School employees have the right to join or not to join any lawful organization for their economic improvement, but membership in any organization shall not be required as a condition of employment.
- 1.04 The Board shall not coerce, censure, or penalize any negotiating participant because of their participation in negotiations.

## Article 2 – Negotiations

- 2.01 Either party may request negotiations at the expiration of this Agreement by filing an appropriate Notice to Negotiate with the State Employment Relations Board and with the Board of Education no earlier than 90 days before the expiration of this Agreement and no later than 60 days before the expiration of this Agreement. If neither party files a timely notice to negotiate with SERB and with the Board of Education, this Agreement automatically shall be renewed for one year without further action by either or both parties.
- 2.02 The parties shall negotiate in good faith for no fewer than one and no more than four bargaining sessions. At the first bargaining session, which shall be scheduled by mutual agreement, the Union shall present all of its proposals for negotiations, in full written detail. Prior to the second negotiations, the Board of Education shall email all of its proposals for negotiations, in full written detail. After these respective sessions, neither party may propose additional issues for negotiations.
- 2.03 During negotiations and prior to reaching an agreement, each negotiating unit may make progress reports to their respective groups.
- 2.04 While no final agreement shall be executed without ratification of Local #43 and adoption by the Board, the parties agree that their negotiators will have the authority to make proposals and to make concessions in the course of negotiations.
- 2.05 Prior to a tentative agreement being presented to Local #43 and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.
- 2.06 If no agreement on a successor Agreement is reached by the expiration of the current Agreement, either party may request the assistance of a mediator appointed by the Federal Mediation and Conciliation Service. The mediator shall meet with the parties on at least one occasion, as scheduled by the mediator, to see if the impasse may be resolved. Such mediation session(s) must be held either prior to or within the first thirty days after the expiration of the current Agreement. If at the end of those thirty days there is no successor agreement, then the Union may exercise its right to strike upon appropriate notice under O.R.C. §4117.14(D) (2), and/or the Board of Education may implement its last offer.
- 2.07 This Article constitutes the parties mutually agreed alternative dispute resolution procedure and supersedes the procedures set for in O.R.C. §4117.14(C).

### **Article 3 – Board of Education Rights**

- 3.01       The parties agree that only the written, specific, and express terms of this Agreement bind the Board of Education and the administration. Except as specifically and expressly provided in this written Agreement, the Board and the administration have full and complete discretion to make decisions and implement changes in operations. Nothing in this section shall limit the Board's rights as set forth in ORC § 4117.08(C).
- 3.02       The Superintendent expressly, but without limitation, retains the right to require an employee to submit to a physical and/or mental examination if the Superintendent has reason to believe or questions the employee's ability to perform the essential functions of the employee's job. The Board shall pay for the cost of the examination and the employee shall be examined by a professional of the Superintendent's choosing.

**Article 4 – Relation to State Law/Strikes**

- 4.01            Consistent with O.R.C. Chapter 4117, this Agreement governs the wages, hours, and terms and conditions of employment of bargaining unit members. The employment relationship between employees in the bargaining unit and the Board shall be governed exclusively by the terms of this Agreement and not by the civil service laws of Ohio or ordinances or rules of the City of St. Marys or its civil service commission. If any provision of this Agreement is or becomes legally invalid, only that provision shall be negotiated to comply with law and the remainder of the Agreement shall remain in full force and effect.
- 4.02            Local #43, its officers, members and employees covered by this Agreement shall not cause, engage in, or sanction any strike, slowdown, work stoppage or any other similar cessation or disruption of services for the term of this Agreement.

## Article 5 - Days and Hours of Employment

- 5.01 The Superintendent from time to time shall determine and re-determine the bus routes of the District, the number of drivers needed, the number of days each driver is required to work, and the number of hours each driver is required to work. Routes may be re-timed during the school year, and shall be re-timed if requested by the driver. If a route's re-timing results in a change of 10 minutes per day, the driver's pay will be adjusted as soon as possible, but no later than the start of the next pay period.
- 5.02 The Superintendent shall provide written notice to each affected employee by certified mail if the Superintendent has determined to change the route, number of work days, or number of hours of employment for an employee. The Superintendent's written notice shall include the effective date and time of the change and shall include a new description and/or map of any route change.
- 5.03 Employees shall be paid overtime compensation in accordance with the Fair Labor Standards Act.
- 5.04 On days when school is closed because of epidemics, severe weather conditions, or other public calamity, the employees shall be paid for the day. Beginning with the sixth calamity day of the school year, drivers who report to work before school is canceled shall be paid for actual time worked, which shall not be less than one (1) hour. Employees will not be paid for any work performed on make-up days.
- 5.05 Employees shall receive the following days off with pay, when qualified:
- |                  |                        |
|------------------|------------------------|
| Labor Day        | New Year's Day         |
| Thanksgiving Day | Martin Luther King Day |
| Christmas Day    | Memorial Day           |
- If a make-up day is scheduled on a holiday, the driver is paid for the holiday but does not receive additional pay for driving his/her regular route assignment. If the driver drives a field trip on a holiday, he/she receives the holiday pay plus the field trip pay.
- 5.06 Employees shall be required to attend inservice training at times and in amounts to be determined by the Superintendent.
- 5.07 Employees must provide the Board with fourteen (14) day's notice of intent to resign from his or her position.
- 5.08 All bargaining unit employees shall be paid a one (1) hour minimum anytime they drive a field trip, at the field trip rate of pay.
- 5.09 All hourly drivers shall be paid for the time spent on paperwork, up to a maximum of four (4) hours per year, at their regular hourly rate of pay.

## **Article 6 - Layoff/Recall**

- 6.01 If the Superintendent determines that it is necessary to reduce the number of employees, he shall lay off the least senior employee and provide the employee(s) with written notice as provided in Section 5.02 above. Seniority means the length of continuous employment with the Board in a particular classification computed from the latest date of hire or appointment to their present classification. Ties in seniority shall be determined by the Superintendent by a one time flip of a coin.
- 6.02 A laid off employee shall have a right to be recalled to a regular vacancy in the classification from which he/she was laid off for eighteen months after the effective date of his or her layoff, so long as the driver has earned no more than four additional "points" on his or her driver's license since the effective date of the layoff and has maintained a valid and appropriate license to drive the type of vehicle which is available. The Superintendent shall determine whether and when there is a regular bus driver or special programs driver vacancy.
- 6.03 In the event a route is eliminated, or the route changes by more than thirty (30) minutes, the driver assigned to that route will have the option to bump into the route of another driver with less seniority in his/her respective classification of employment. The driver displaced by such bumping may subsequently bump into the route of any other driver with less seniority, and so on. The option to bump a fellow employee with less seniority must be exercised within five (5) working days after notification.

## Article 7 -- Leaves

- 7.01 Each employee may be absent without loss of pay for up to three (3) personal days per year, no restrictions.
- 7.02 In order to take personal leave, the employee must apply, in writing, at least two (2) days in advance of the requested day off.
- 7.03 At the end of each school year, the Board will pay drivers at a rate of \$50 per day for their unused personal leave.
- 7.04 Whenever an employee must be absent because of an emergency, the employee must notify the transportation supervisor as soon as possible so arrangements can be made for a substitute.
- 7.05 With the prior permission of the Superintendent, employees may use unpaid days to be off of work.
- 7.06 Each employee shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 1/4) days per month based on the regular work schedule on a daily basis.
- 7.07 Sick leave may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Unused sick leave shall accumulate to a maximum of two hundred (200) days.
- 7.08 For purposes of sick leave, "immediate family" shall be defined as the employee's father, mother, brother, sister, spouse, or child.
- 7.09 Employees may use up to five (5) days of sick leave because a death in the employee's immediate family when the deceased family member is a parent, grandparent, sister, brother, spouse, child, father-in-law, or mother-in-law. If the deceased family member is the employee's uncle, aunt, nephew, niece, cousin, brother-in-law, or sister-in-law, then the employee may use up to three (3) days of sick leave.
- 7.10 An adoptive mother may use up to six weeks of accumulated sick leave.
- 7.11 When conditions of distance, good taste, or other unusual circumstances seem to dictate variations from the provisions of 7.09 and 7.10, the Superintendent may grant such variations as he or she deems justified provided that such variations do not reduce benefits.
- 7.12 Upon retirement, as defined by SERS, an employee with ten or more years of service may elect to receive pay for 26.5% of his or her unused sick leave credit, up to a maximum of fifty-three (53) days. This payment is based on the employee's rate of pay at the time of retirement and eliminates the employee's entire sick leave accrual at the time payment is made.

- 7.13 Upon the written request of an employee, the Superintendent may grant a leave of absence for a period of not more than two (2) consecutive years for educational, professional or other purposes, and shall grant such leave where illness or other disability is the reason for the request.
- 7.14 The Union president shall be permitted up to two (2) days per year with pay for purposes of attending the OAPSE conference or the OAPSE workshop upon giving prior notice to the transportation supervisor.
- 7.15 Supplemental Severance Payment for Retirement at Initial Eligibility - see following page.

**SUPPLEMENTAL SEVERANCE PAYMENT FOR  
RETIREMENT AT INITIAL ELIGIBILITY – BUS DRIVERS**

- A. The purpose of the Retirement at Initial Eligibility program is to provide a financial incentive to employees to consider beginning their service retirement during their first year of retirement eligibility under School Employees Retirement System (SERS) standards.
- B. Fulltime employees who notify the Board of Education by April 1 that they intend to begin their SERS service retirement no later than the start of the succeeding school year, and who begin their SERS service retirement by the start of their first full school year of retirement eligibility, shall be eligible to receive an additional \$1250 of severance pay. This payment shall supplement any other severance pay to which the employee would otherwise be entitled due to sick leave accumulation, and will be paid to the employee with his/her regular severance pay. For the purpose of this policy, the school year shall be deemed to start on September 1.
- C. To be eligible for this supplemental severance payment, the retiring employee must have completed at least ten years or its equivalent of regular employment in the St. Marys City Schools, and must complete all obligations under his/her contract for the current school year through the end of May. In other words, an employee who begins his/her service retirement during the school year and prior to June 1 is ineligible for a supplemental severance payment under this program.
- D. It is the expressed intent of both the Board and OAPSE that employees will be eligible for a supplemental severance payment under this program only once – at their first year of SERS service retirement eligibility. The determination of the first year of SERS retirement eligibility shall include any retirement credit which the employee is eligible to purchase, but has not yet purchased.
- E. It shall be the employee's responsibility to provide acceptable written verification that his/her retirement date will indeed be the first time he/she will be eligible for SERS service retirement.
- F. This supplemental severance payment for full time employees shall be prorated for part-time employees in proportion to their current percentage of a full time contract.
- G. This program may be reviewed annually by the Board and/or OAPSE. Each party will have the option of discontinuing this program for the succeeding calendar year, upon written notification to the other party. In addition, the Board may annually and unilaterally adjust the actual amount of supplemental severance pay without incurring a duty to further bargain this policy with the union.
- H. Service Retirement during their first year of retirement eligibility under School Employees Retirement System (SERS) Standards.

## Article 8 - Payroll Deductions/Payroll

- 8.01 Payroll deductions for employees shall be made in twenty-four (24) equal installments.
- 8.02 Payroll Deductions - Annuity deductions (403B) will be in accordance with the written plan document to be in compliance with IRS regulations.
- 8.03 The Board agrees to deduct from the wages of Association members for the payment of dues to the Association, upon presentation of a written authorization individually executed by any employee. This authorization shall be continuous unless revoked in writing during August 12-August 31. Such continuous membership, as indicated above, shall continue in force so long as the Association is the exclusive representative under the appropriate provisions of ORC, Chapter 4117.

All dues shall be collected in equal deductions during the nine (9) months of the school year and shall be submitted to the OAPSE State Treasurer monthly with a list of those employees whom payment is made, amount deducted, and a copy of the list shall be submitted to the OAPSE Local #043 Treasurer.

Dues shall be deducted in eighteen (18) approximately equal installments from the employee's paycheck, beginning in late September.

The dues of an employee who does not work a full work year shall be pro rated accordingly and any balance of dues owed shall be deducted from the employee's last paycheck to the extent funds are available in that check or spread over the remaining pays, as may be the case.

- 8.04 Experience increments will begin on the first day of the month following completion of a full year of service until the maximum level is reached; thereafter increases will become effective on the date that any revised salary schedule becomes effective.
- 8.05 Employees' regular wages shall be paid on the 15<sup>th</sup> and last day of every month.

If a pay day occurs on a weekend or holiday when the Treasurer's office is closed, the Board will pay in advance of the regular pay day. Exceptions to this are as follows:

1. When the financial conditions permit, the last day payment of December will be made on or about the last day before the Christmas break begins.
- 8.06 The Board will provide employees with individual wage notices prior to the beginning of each school year. A newly hired employee shall be given written notice of his/her initial placement on the wage schedule.
- 8.07 Each employee covered by this Agreement who fails voluntarily to acquire or maintain membership in the Association shall be required, as a condition of employment, on the effective date of this Agreement, to pay to the Association a fair share fee, which shall not exceed the dues paid by members of the Association who are in the bargaining unit covered by this Agreement; provided that any employee who has been declared exempt for religious convictions by the SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Association dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employee shall furnish to the OAPSE State Treasurer, written receipts evidencing payment to such agreed upon non-religious charitable fund.
- 8.08 The Association agrees to indemnify and save harmless the Board against any and all claims that may arise out of or by any reason of action taken by the Board in reliance upon any payroll deduction provision of this Article.
- 8.09 The St. Marys City Schools agrees to deduct "PEOPLE" contributions via payroll deduction and submit payments on a monthly basis to the OAPSE state treasurer, together with a list showing the names of employees and the amounts deducted, providing the following criteria are met:
1. The bargaining unit member has authorized the deduction.
  2. A minimum of four members of the bargaining unit authorize the deduction. The deduction shall remain in place for as long as there is at least one bargaining unit member who has authorized it.
  3. The minimum deduction shall be no less than \$5.00 per month and this monthly deduction shall be for a period of no less than 12 months.
  4. Those bargaining unit members desiring to authorize this deduction shall notify the Treasurer prior to September 5<sup>th</sup> of the each school year.
- 8.10 Direct deposit is required of all employee paychecks.

## **Article 9 – Commercial Driver’s License**

- 9.01 The Board of Education will pay for all annual abstracts needed for annual re-certification. Applications for this abstract must be on file before the first pay check in June will be released.
- 9.02 The Board of Education will pay the fee for the annual physical of each driver.
- 9.03 The Board of Education will pay for renewal of CDL license.
- 9.04 The Board of Education will pay all fees for the initial physical and testing to acquire a CDL. The Board will not pay for re-takes of failed tests.
- 9.05 The Board of Education will provide additional training as needed to assist drivers in taking and passing CDL tests up to three (3) times.
- 9.06 Once an employee has passed all the requirements for his/her initial CDL and has driven ten (10) times, the employee will receive a one time one hundred dollars (\$100.00) bonus.
- 9.07 Recertification costs will be paid by the Board including FBI and BCI checks.

**Article 10 – Probation, Suspension, Demotion, and Termination**

- 10.01 Each employee shall serve a probationary period of 180 calendar days. The Superintendent may remove a probationary employee from employment at any time upon written notice to the employee stating the effective time and date of the removal. The terms of this Agreement shall not apply to probationary employees.
- 10.02 Once an employee is retained beyond the probationary period, the Superintendent may suspend the employee without pay for up to 30 work days, demote the employee to a lower-paying classification, or terminate the employee for just cause which shall include but not be limited to dishonesty, incompetency, immorality, neglect of duty, insubordination, violation of a written rule of the Board or administration, accumulating six (6) or more points on his or her license, failure to maintain an effective license for the type of vehicle to which he or she is assigned, discourteous treatment of a member of the public, a parent, a student, an administrator, or fellow employee, and/or any other acts or omissions which constitute misfeasance, malfeasance, or nonfeasance.
- 10.03 Before a non-probationary employee is suspended without pay, demoted to a lower-paying classification, or terminated, the Superintendent or his designee shall hold a predisciplinary informal hearing at which the employee will be informed of the Superintendent's or designee's intended action, a summary of the grounds upon which such action would be based, and a summary of the evidence in support of the intended action. The employee may then respond to, refute, deny, or otherwise challenge the charges. At the close of or after the informal hearing, the Superintendent or designee shall determine what action, if any, is appropriate, and shall notify the employee and Union President in writing of his decision and its effective date and time. He shall provide such notice by hand delivery or certified mail.
- 10.04 The employee may file a grievance about his or her suspension without pay, demotion to a lower-paying classification, or termination within ten (10) work days of receipt of the Superintendent's notice of action.

## Article 11 - Grievance Procedure

- 11.01 A "grievance" is the allegation by an employee that the Board has misinterpreted, misapplied, or violated a specific and express terms of this written Agreement. If a grievance arises, there shall be no stoppage or suspension of work, or concerted activity because of a grievance. Instead, the grievance shall be handled in the manner set forth below. A grievant shall mean a person or group alleging that some violation, misinterpretation, or misapplication of the above has actually occurred. A grievance alleged to be a "group" grievance must arise out of identical circumstances, affecting each member of said group.
- 11.02 An employee who has a grievance shall discuss the grievance with the concerns resolution committee, (reference Article 15.03 - Miscellaneous) within ten (10) work days of the occurrence of the act or event on which the grievance is based.
- 11.03 If the grievant is not satisfied with the resolution of the issue at the concerns resolution committee level, he shall file a written grievance with the Superintendent within ten (10) work days of the occurrence of the act or event on which the grievance is based. The written grievance must be signed by the employee and specify the act or condition which is claimed to be a violation of the contract, the specific Article and Section of the Agreement claimed to be violated, and the remedy sought.
- 11.04 If the grievant is not satisfied with the resolution of the issue at the Superintendent's level and if the grievance is based upon a suspension of more than two (2) days or a termination, then the Union may submit the matter to arbitration. The request for the arbitration shall be made within five (5) days following the receipt of the disposition of grievance at the Superintendent's level.
- 11.05 The request for arbitration shall be by mail to the Superintendent or his/her designee. Within five (5) days following receipt of the request for arbitration, the superintendent or his/her designated representative and the grievant and Local #043 shall mutually petition the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to provide both parties with a list of seven (7) names from which an arbitrator may be selected. The alternate strike method shall be utilized to select an arbitrator. Each party may request another panel one time per arbitration.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on all parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from or

modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issues(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations have the force and effect of law.

The expenses of the arbitrator shall be borne by the losing party. If the award is a "split award" the arbitrator shall designate the losing party.

- 11.06 If the employee does not discuss a grievance with the transportation supervisor in a timely manner, file a grievance with the Superintendent in a timely manner, or appeal the grievance to arbitration in a timely manner, the grievance shall be considered waived.

## **Article 12 - Job Posting and Bidding**

- 12.01 All routes will be scheduled by the Board or its designee prior to each school year. Routes will include any regular or anticipated regular transportation of students including home-to-school, school-to-home, kindergarten, enrichment programs, and Tri-Star programs, but not limited to the above examples. Routes may be modified by the administration throughout the year as needed.
- 12.02 Any new or vacated bus driver or van driver route that becomes available, or any bus driver route which changes by more than 30 minutes during the school year, shall be posted and a copy of this posting shall be provided to the Union president. This route shall be assigned to a regular bus driver within 90 days of the posting. Assignment will be based on seniority and qualifications. During the summer, postings which include transportation vacancies shall be mailed to all unit employees.
- 12.03 Any driver who would like to have a new route for the coming school year shall notify the Superintendent prior to August 1. From August 1 until August 10, the Superintendent will then post these drivers' positions. Only those routes which have been so posted may be bid upon at this time and only those drivers who elected to post their routes may bid upon the posted routes at this time.

## Article 13 - Wages

13.01 All drivers (plan A, C, van drivers, field and activity trips, in-service, any noon routes and bus instructor) shall receive a 0% for 2013-2014 and a 0% for 2014-2015.

All bargaining members entitled to increases in longevity steps will be awarded.

### Plan A Drivers (with health insurance benefits)

Hourly based

	<u>2013-2014</u>	<u>2014-2015</u>
0 years	\$15.67	\$15.67
1	16.07	16.07
2	16.43	16.43
3	16.85	16.85
4	17.26	17.26
5	17.66	17.66
9	18.06	18.06

### Plan C Drivers (with no health insurance benefits)

Hourly based

0 years	\$19.69	\$19.69
1	20.09	20.09
2	20.50	20.50
3	20.92	20.92
4	21.57	21.57
5	21.75	21.75
9	22.15	22.15

### Van Drivers

Hourly based

0 years	\$ 9.84	\$ 9.84
1	10.18	10.18
2	10.51	10.51

### Field Trip/Activity Trip

Hourly Based

\$11.47	\$11.47
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### Bus Instructor Rate

Per Plan A Schedule

### In-service Time

Per Plan A Schedule

### Any Noon Route

Per Plan A Schedule for Plan A Drivers  
Per Plan C Schedule for Plan C Drivers

- 13.02 Full time regular employees hired prior to July 1, 2002, may choose Plan A or Plan C. Those who select Plan C may return to Plan A during the November enrollment time, with the effective date being January 1<sup>st</sup>, or at any other time he/she experiences a change in family status (birth, death, marriage, divorce, adoption) or a loss of coverage due to a spouse's loss of employment. All employees hired on or after July 1, 2002 will be covered by Plan C.
- 13.03 Employees will be paid the Plan A rate for their step when they provide occasional additional work other than substitute driving. Plan A and Plan C employees who serve as substitute drivers will be paid for the same time and at the same rate as other substitute drivers would receive for that route.
- 13.04 Routes will be timed according to the time the bus leaves its storage area to pick up the pupils, until it is returned to the storage area. Twenty-five (25) minutes of additional time shall be added to the route time per day for Plan A and Plan C drivers for pretrip inspections, post-trip inspections, cleaning, engine cool down and refueling. Plan A and Plan C employees will have their weekly pay computed based upon these times.
- 13.05 With regard to field trips, meetings will be held every two (2) weeks with a list of all upcoming trips. The Board will proceed with all regular drivers in attendance first. When they are finished the same procedure will be used for substitutes. Field trips will be rotated by seniority, starting with the first field trip of each new year. At that time he/she may choose any available trip they wish. Rotation will continue until all trips are given out. The last person to take a trip will be put at the bottom of the list and the next person put at the top for the next meeting.
- For in-town trips coaches and teachers with a CDL school bus license may, at the discretion of the Board, drive the bus in order to transport teams and classes.
- 13.06 Regular bus drivers' first priority must be their regular routes. Therefore, drivers will not be permitted to take more than five loss of pay days per year in order to accept a field trip or substitute driving assignment. Exceptions to this policy may be authorized by the administration on a case-by-case basis.
- 13.07 Any non-school organization or function unrelated to school to which the Board provides one of its buses will be responsible for privately securing the services of a CDL-licensed bus driver, acceptable to the Superintendent or his designee, to operate the bus. Such private service, whether volunteer or paid, will be outside the provisions of this contract.

## **Article 14 - Insurance**

- 14.01 Plan A bus drivers shall be eligible for insurance benefits if they regularly drive 18 hours or more each week, or if they drive daily morning and afternoon routes.
- 14.02 Plan C drivers are not eligible for Board-paid insurance benefits, other than life insurance. However, they are eligible to purchase district insurance benefits at cost.
- 14.03 Effective January 1, 2013, employees eligible for full benefits will pay 15% of the premium cost or the equivalent of the other negotiated agreement, whichever is less for the Alternate PPO insurance plan provided by the Mercer-Auglaize Benefit Trust. If they choose to enroll in a benefit program that is more costly than Alternate PPO Plan, the employees shall pay the difference between the Alternate PPO option and the cost of the more expensive options.

The employee will be provided the prescription plan provided by the Mercer-Auglaize Benefit Trust at the negotiated rate.

The employee pays optical insurance at the negotiated participation rate.

The employee pays dental insurance at the negotiated participation rate. The employee may select from the available dental plans offered by the Mercer-Auglaize Benefit Trust.

- 14.04 The Board and OAPSE working closely with the Mercer-Auglaize Employee Benefit Trust and with the Trust's new Benefit Information Committee (BIC), pledge to work in good faith to develop, consider, and implement further cost control initiatives which, by mutual agreement, we find to be both reasonable for our staff and contributing to the fiscal health of our insurance program.
- 14.05 All Plan A and Plan C employees who regularly work at least eighteen (18) hours per week, or regularly drive both morning and afternoon routes, are eligible for a 100% board paid \$25,000 group term life insurance policy.

## Article 15 - Miscellaneous

- 15.01 Employees and their spouses shall have the option to purchase activity tickets at the beginning of each new school year. The fee shall be the same as that for certified personnel.
- 15.02 Employees are covered by the Board's Drug Free Workplace Policy and the Board's Drug Testing Policy currently in effect. The provisions of these policies are hereby incorporated into this Agreement by reference. The Board shall negotiate any changes in these policies to the extent permitted by law. Employees going for a required drug test shall be paid \$15.00 for each test.
- 15.03 In order to encourage open communication between drivers and administration, a "concerns resolution committee" will be formed. This committee will be composed of three members: the transportation supervisor, and two drivers appointed by the Union president. Together, this committee will address employee concerns and make recommendations affecting the routine operation of the district's transportation program which do not require the involvement of the Superintendent or Board of Education. The committee may also make recommendations to the Superintendent and Board of Education for changes in district policy and regulations concerning the district's transportation program. This committee may consider all transportation issues of concern to employees and/or administration, not just those which qualify as grievances. Although this committee is not intended to function as a separate level of the grievance procedure, its input regarding a specific grievance may be requested by the transportation supervisor, Superintendent or Board-OAPSE Grievance Committee prior to making a decision at their levels of the grievance procedure.
- 15.04 All employees shall be paid, at their hourly rate, for time spent with a law enforcement agency officer filing a complaint and for court appearances where their testimony is necessary - within their scope of employment with the St. Marys City Schools. Such payment shall be made when the Transportation Supervisor has been provided prior notification. The Transportation Supervisor shall verify the hours to be paid. All employees shall be paid mileage per Board policy for court appearances covered by this section.
- 15.05 The St. Marys City Schools shall pay annually for one (1) physical and one (1) hearing test.

**Article 16 - General Provisions**

- 16.01 The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter, and that the parties arrived at this Agreement after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subjects are specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the parties signed this Agreement.
- 16.02 This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practices, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.
- 16.03 Amendments may be made at any time by mutual agreement in writing.
- 16.04 This Agreement shall become effective on July 1, 2013 and remain in effect through June 30, 2015.

**OAPSE**

**THE ST. MARYS CITY SCHOOL  
DISTRICT BOARD OF EDUCATION**

*Mike Schwark*

*Shawn Brown*

*Cindy Helmstetter*

*Lisa L. Tobin*

10-22, 2013

10-24, 2013