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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN



CANFIELD LOCAL SCHOOLS

and



**CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN
AND HELPERS OF AMERICA
LOCAL UNION #377**

JULY 1, 2014 through JUNE 30, 2017

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ARTICLE 1
AGREEMENT

This Agreement made and entered into by and between The Board of Canfield Local Schools, hereinafter referred to as the "Employer" and Teamsters Local Union 377, affiliated with The International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union". This Agreement shall become effective July 1, 2014 and terminate June 30, 2017.

ARTICLE 2
UNION RECOGNITION

Section 1. This Agreement shall apply to and the Board recognizes the Union as the sole and exclusive bargaining representative for all employees now employed or to be employed in the following bargaining unit:

- A. Mechanics
- B. Van Drivers
- C. Substitute Bus Drivers

Section 2. The Shop Steward or his designate shall be entitled to two (2) days at eight (8) hours per day of time off (without pay) within the calendar year to attend association collective bargaining matters. Leave shall occur upon the approval of the immediate Supervisor.

Section 3. If during the term of this contract the Employer establishes non-bargaining unit supervisory job classifications, written notice of the same shall be provided to the Union so that interested Union members may make application for and/or submit resumes for said positions.

ARTICLE 3
UNION SECURITY

Section 1. All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of employment and those who are not members shall choose to become members or pay a fair share in accordance with State Law as a condition of employment. All such employees hired on or after its effective date shall become and remain members in good standing or pay a fair share fee in accordance with State Law on the 31st day following the beginning of their employment as a condition of employment.

ARTICLE 4
UNION DUES/CHECK-OFF/FEES

Section 1. The Union shall have the right to appoint, in writing, a Steward from the Union who shall be authorized to represent the Union in matters covered by this Agreement.

Section 2. The Union will not solicit membership in the Union or distribute literature among employees during their working hours.

Section 3. The Employer shall send Union dues to the Teamsters within ten (10) days of the first payoff each month.

Section 4. Bulletin Board. The School District agrees to provide a bulletin board for Union notices.

Section 5. OHIO D.R.I.V.E. Contributions. The Employer agrees to deduct voluntary OHIO D.R.I.V.E. contributions from the paycheck of any bargaining unit employee that voluntarily signs and submits a written deduction authorization. OHIO D.R.I.V.E. shall notify the Employer of the amount designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to OHIO D.R.I.V.E. Headquarters, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's last four (4) digits of social security number, and the amount deducted from the employee's paycheck.

ARTICLE 5
SEVERABILITY

Section 1. This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A) Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel, and all policies, rules and regulations of the Canfield Board of Education. However, should the State Employment Relations Board (SERB) or any court of competent jurisdiction determine, after all appeals or times for appeal are exhausted, that any provision herein is unlawful, such provision shall automatically be terminated, but all other provisions of the Agreement shall remain in full force and effect. The parties will meet within ten (10) days after the termination to bargain over its impact and to establish an alternative provision to bring this Agreement into compliance.

ARTICLE 6
DISCIPLINARY PROCEDURES

Section 1. Disciplinary actions affecting an employee should be administered with the intention of improving the employee's performance or the organization's effectiveness. In furtherance of that end, the Board agrees that, whenever possible, a disciplinary problem shall initially be resolved between the employee and his/her immediate Supervisor.

Section 2. Disciplinary actions shall be administered in private.

Section 3. The principles of progressive corrective discipline shall be followed, except in circumstances of a serious nature as determined by the Superintendent.

The first instance of minor misconduct by an employee shall result in a verbal reprimand. The reprimand shall be documented and signed by both parties involved, and placed into the employee's personnel file as a matter of record.

The second instance will result in a written reprimand.

Further misconduct may result in suspension without pay or discharge.

Misconduct thereafter may result in additional suspension or discharge.

Nothing herein shall be deemed to limit the administration in measuring a disciplinary response in proportion to the offense committed.

Section 4. In the event that an employee is to be suspended or terminated, the Superintendent shall provide the employee with reasons for the intended action, together with the date(s) for implementation of the disciplinary action. The employee may challenge the disciplinary action through the Grievance Procedure.

Section 5. The Union Steward shall be permitted to attend disciplinary meetings related to this Article.

Section 6. Any recorded disciplinary infraction of a unit member will be disregarded after eighteen months (18) on a rolling 18 month calendar.

ARTICLE 7
GRIEVANCE COMMITTEE

Section 1. The employees selected as Stewards shall constitute the Union Grievance Committee. The Committee shall meet amongst themselves from time to time for the purpose of adjusting pending grievances, and discussing procedures for avoiding future grievances. In addition, the Committee may discuss with the employer ways in which to

improve the relationship between the Union and the School, after first discussing their improvements with the School Board.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute which may arise between the parties regarding the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

Step 1. The grievant with the Union Steward shall present in writing on a standard form (Appendix A) the grievance or dispute to the Supervisor. If such grievance is not lodged within twenty (20) work days following the date of the incident, or the date on which the employee knows or should have known of the occurrence, said grievance shall no longer exist. The Supervisor shall respond in writing to the grievant and the Steward within ten (10) work days unless time restraints are mutually extended. If no response is given, the grievance automatically proceeds to the next level.

Step 2. If the grievance has not been settled, it shall be advanced in writing to the school's Superintendent within ten (10) work days after the Supervisor's response is received. The Superintendent shall respond to the grievant, the Steward and the Business Agent in writing within ten (10) work days unless time restraints are mutually extended. If no response is given, the grievance automatically proceeds to the next level.

Step 3. If the grievance has not been settled, it shall be presented in writing to the Board of Education within ten (10) work days after the Superintendent's response is received. The Board President shall review the grievance and determine if it is necessary to hold a Board hearing at its next regularly scheduled Board of Education meeting. The Board will notify the grievant, the Union Steward and the Business Agent within five (5) work days if a hearing is to be held and the time and place of the hearing. The Board of Education shall respond to the grievant, the Union Steward and the Business Agent in writing within ten (10) work days of the hearing if held or ten (10) work days after the determination that a hearing was not necessary.

Step 4. If the union decides to arbitrate the Board of Education's decision, a written notice to arbitrate must be sent to the Board of Education within twenty (20) work days of their decision. In the event the Union requests arbitration of a grievance as set forth above, representatives of the Union and the Employer shall attempt to mutually agree upon the selection of an arbitrator. Failing agreement, the Union shall notify the American Arbitration Association (AAA) of its intent to appeal the grievance to arbitration. The Union and Board shall select the arbitrator in accordance with the Voluntary Rules of the American Arbitration Association. The arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association have the right to request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Services (FMCS). Any panel of arbitrators submitted by FMCS shall be limited to labor arbitrators who maintain an office in either Northeastern

Ohio or Western Pennsylvania. Each party shall have the right to reject one (1) panel of arbitrators. Each shall separately strike any arbitrator on the panel who are unacceptable, and number those who are acceptable in order of preference and the arbitrator will be selected in accordance with FMCS rules. The decision of the arbitrator shall be final and binding upon all parties and the fees and expenses of the arbitrator shall be paid equally by the Union and the Board. The arbitrator shall be bound by the language of the contract and shall have no jurisdiction or authority to add to, subtract from, amend or in any way modify any of the terms or provisions of this contract.

ARTICLE 9 **CLASSIFICATIONS**

Section 1. There shall be the following three (3) Departments/Classifications: Mechanics, Van Drivers and Substitute Bus Drivers.

A. Mechanics. Shall perform all work on the Local School vehicles which shall include:

1. Cars, trucks, buses, vans, minivans, lawnmowers, tractors, and any motorized power equipment or vehicle.
2. Mechanics shall be required to drive buses in emergency situations due to unavailability of Substitute Drivers. When called out, Mechanics shall be required to plow snow.

Section 2. All job vacancies and new job openings in the bargaining unit will be posted for bid for ten (10) days within departmental units and posted on the district web site.

ARTICLE 10 **LAYOFF AND RECALL**

Section 1. In the event it becomes necessary to lay off employees due to any circumstances, employees shall be laid off according to seniority with the least amount of seniority being the first to be laid off. An employee laid off shall be subject to recall without loss of seniority.

Section 2. Recall from layoff shall occur according to seniority with the most senior employee recalled first.

Section 3. Notice of recall shall be sent to the laid off employee at their last known address on file with the Employer, or provided to the Employer by the employee. Upon receipt of said notice, the employee shall have fourteen (14) days to serve written notice of his acceptance of recall to the Employer.

Section 4. A laid off employee's right to recall shall expire three (3) years from the date of the employee's lay off notice.

ARTICLE 11
HOURS OF WORK/OVERTIME

Section 1. A. The work week for Mechanics shall be defined as five (5) consecutive eight (8) hour days from Monday through Friday, with the exclusion of a half (1/2) hour unpaid lunch.

B. The work week for Van Drivers shall be defined as Monday through Friday, beginning with the morning (a.m.) daily run through the completion of the afternoon (p.m.) daily run as needed.

C. The work week for Substitute Bus Drivers shall be defined as Monday through Friday, beginning with the morning (a.m.) daily run through the completion of the afternoon (p.m.) daily run as needed.

Section 2. A. Regular hours of work for Mechanics shall be 8 consecutive hours between 4:30 a.m. and 4:30 p.m., except for interruptions of work for one (1) paid fifteen (15) minute break for every four (4) hours of work, and for one unpaid thirty (30) minute lunch period to be normally scheduled during the middle of the shift.

B. Regular hours for Van Drivers shall begin with the morning (a.m.) daily run through the completion of the afternoon (p.m.) daily run as needed.

C. Regular hours for Substitute Bus Drivers shall begin with the morning (a.m.) daily run through the completion of the afternoon (p.m.) daily run as needed.

Section 3. All Bus Mechanics working in excess of the normal eight (8) hour work day or forty hour work week and all hours worked on Saturdays, shall be paid at the rate of time and one-half (1 1/2).

Section 4. All Bus Mechanics working on Sunday shall be paid at the rate of two (2) times the hourly rate. All hours worked on holidays shall be paid at the rate of two (2) times the hourly rate plus eight (8) hours holiday pay.

Section 5. A Bus Mechanics called out to work shall be paid a minimum of four (4) hours at the overtime rate. This minimum four (4) hour term does not apply if call out time continues into the beginning of the employee's regular starting time or if the call out time begins at the same time the employee's regular hours end.

ARTICLE 12
SICK LEAVE

Section 1. Only Full time Mechanics and Van Drivers are eligible for sick leave.

Section 2. Each employee may, at his/her discretion use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease and absence due to illness or death in the immediate family. In the event of absence of an employee for their illness, the superintendent may request a doctor's certificate.

Section 3. Each employee shall be entitled to accumulate sick leave credit at the rate of one and one fourth (1 ¼) day per month, to a maximum of fifteen (15) days per year and shall be able to accumulate to two hundred and sixty (260) days.

Section 4. Employees may take sick leave in no less than one half (1/2) day increments.

Section 5. Any employee transferring to the Board, from another public agency shall be credited with the unused balance of his/her accumulated sick leave upon verification from such public agency.

Section 6. Immediate family shall include: father, mother, sister, brother, son, daughter, husband, wife, step-parent, step-sibling, step-child, grandparent, step-grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, a blood or marital relative living in the same household, a legal guardian or any persons standing in the same relationship with the Employee as those listed above.

ARTICLE 13
MILITARY LEAVE

Section 1. The Employer will comply with all Federal and State Law concerning the granting of unpaid leave to employees so that they can meet their military obligations.

ARTICLE 14
VACATIONS

Section 1. Only Full-time Mechanics shall earn vacation as follows:

Years of Service

6 months to one year or	1 week
After completion of 1 year	2 weeks
After completion of 2 years	2 weeks + 1 day
After completion of 3 years	2 weeks + 2 days
After completion of 4 years	2 weeks + 3 days

After completion of 5 years	2 weeks + 4 days
6 years through 10 years	3 weeks
11 years	3 weeks + 1 day
12 years	3 weeks + 2 days
13 years	3 weeks + 3 days
14 years	3 weeks + 4 days
15 years or more	4 weeks

Section 2. Employees' anniversary date (date of hire) shall be the basis for vacation eligibility and scheduling.

Section 3. Employees shall be eligible to take their vacation at any time during the year upon proper notification, at least two (2) weeks prior notice, to the appropriate administrator.

Section 4. Any employee who becomes ill, hospitalized or has a death in the family while on vacation, may convert vacation time to sick leave and be eligible to take the rest of their vacation at a later time.

ARTICLE 15
HOLIDAYS, PERSONAL AND CALAMITY DAYS

Section 1. A. All full-time Bus Mechanics shall be granted ten (10) days off with pay as follows:

- | | |
|----------------------|----------------------------|
| (1) New Year's Day | (2) President's Day |
| (3) Good Friday | (4) Memorial Day |
| (5) Independence Day | (6) Labor Day |
| (7) Thanksgiving Day | (8) Day after Thanksgiving |
| (9) Christmas Day | (10) Floating Holiday |

B. All Van Drivers shall be granted seven (7) days off with pay as follows:

- | | |
|--------------------|----------------------------|
| (1) New Year's Day | (2) Martin Luther King Day |
| (3) Good Friday | (4) Memorial Day |
| (5) Labor Day | (6) Thanksgiving Day |
| (7) Christmas Day | |

C. Substitute Bus Drivers shall be granted holidays when they work the day before a holiday occurs.

Section 2. Holiday pay shall be paid one days pay at the regular rate an employee works for each of the paid holidays recognized by the Employer.

- Section 3.** A. All full time Bus Mechanics shall be allowed up to three (3) days of personal leave for personal business. Requests for leave shall be made on forms provided by the office.
- B. All Van Drivers shall be allowed up to three (3) days of personal leave for personal business. Requests for leave shall be made on forms provided by the office.
- C. Substitute Bus Drivers shall not be granted personal days.

Notification for use of personal leave should be made in advance (whenever possible arrangements shall be made 24 hours in advance) to the supervisor.

Requests for personal leave are not applicable during the first week of a school year, or the last week of a school year. Said days are not to be granted prior to, or following, a vacation period within the school year.

Section 4. All Mechanics and Van Drivers shall be paid their regular daily rate for all calamity days off in which they are scheduled to work. All Substitute Bus Drivers scheduled to work on a calamity day will be paid for scheduled time for the calamity day off.

Section 5. All Mechanics that work on Sundays shall be paid at the rate of two (2) times the hourly rate. All Mechanics that work on holidays shall be paid at the rate of two (2) times the hourly rate plus eight (8) hours holiday pay. All Mechanics that work on calamity days shall be paid their regular rate of pay for hours worked in addition to calamity day pay.

Section 6. All Mechanics and Van Drivers working on a make-up day will not be provided additional pay.

ARTICLE 16

COURT APPEARANCES

Section 1. **Court Appearances.** Any employee who is required to appear in court at the request of the Employer or on behalf of the Employer shall be compensated at their regular hourly rate of pay.

Section 2. **Jury Duty.** All full time Mechanics and Van Drivers; and Substitute Bus Drivers when scheduled, if called for jury duty shall be granted time off for jury duty. The Employer shall compensate the employee in the usual manner. Any employee that is required to serve jury duty will not be penalized for doing so by losing their attendance bonus.

Section 3. Any employee that is required to appear in Court at the request of the Employer on behalf of the Employer outside of his regularly scheduled work day or on a scheduled day off will be compensated at one and one-half (1 ½) time their hourly rate.

ARTICLE 17
PROTECTION OF RIGHTS

Section 1. It shall not be a violation of this Agreement, and it shall not be cause for discipline in the event an employee refuses to enter upon any property involved in a labor dispute, or refuse to go through or work behind any picket line, including picket lines at the Employer's place of business.

ARTICLE 18
WAGES

Section 1. A. Full-Time Bus Mechanics (as defined in Article 11, Section 1) shall be compensated according to the following schedule:

A 60 cent per hour wage differential will be paid to the Head Bus Mechanic.

	<u>7/1/2014</u> 1%	<u>7/1/2015</u> 1%	<u>7/1/2016</u> 2%
0	18.27	18.45	18.82
1	18.41	18.59	18.96
2	18.54	18.73	19.10
3	18.69	18.88	19.26
4	18.82	19.01	19.39
5	18.96	19.15	19.53
6	19.09	19.28	19.67
7	19.23	19.42	19.81
8	19.36	19.55	19.94
9	19.50	19.70	20.09
10	19.63	19.83	20.23
11	19.78	19.98	20.38
12	19.91	20.11	20.51
13	20.05	20.25	20.66
14	20.18	20.38	20.79
15	20.32	20.52	20.93
16	20.45	20.65	21.06
17	20.59	20.80	21.22
18	20.73	20.94	21.36

B. Van Drivers

7/1/2014	\$17.00 per hour
7/1/2015	\$17.30 per hour
7/1/2016	\$17.60 per hour

If a Van Driver is called out to work then that employee will be guaranteed two (2) hours show up pay, or paid normal rate for anything over two (2) hours.

C. Substitute Bus Drivers

Fifty-five dollars (\$55.00) full day, twenty-seven dollars and fifty cents (\$27.50) half day. After completion of one year of substitution, the following shall apply:

7/1/14 \$70.00 full day \$35.00 half day

Rate if worked at least 75 days in the previous contract year - \$18.21 per hour for all hours worked.

A \$5.00 stipend to be paid for substitutes given less than 30 minutes' notice.

Substitute drivers employed as newly hired regular drivers start at Step 1 of the pay scale as per the Negotiated Agreement between the Canfield Board of Education and the Canfield School Bus Drivers – Section 2.01 if they have had one complete year of substitution.

D. Extra Trips

All extra trips – rate of pay as per the Negotiated Agreement between the Canfield Board of Education and the Canfield School Bus Drivers – Section 5.01

If a trip is cancelled, the Substitute Bus Driver shall be given at least one hour notice or the driver shall be paid the minimum trip pay. If an assigned trip is canceled, but the event is not, and other means of transportation is taken, the assigned Substitute Bus Driver will receive two (2) hours trip pay.

- Section 2.**
- A. Mechanics shall be paid in 26 or 27 bi-weekly installments.
 - B. Van drivers shall be paid bi-weekly.
 - C. Substitute Bus Drivers shall be paid bi-weekly.

All employees shall take part in the direct deposit program.

Payroll notification documentation shall be distributed to employees through electronic mail to an employee's school account and up to two (2) additional email accounts provided by the employee for that purpose to the office of the Treasurer.

Section 3. Severance Pay

- A. Upon notification from the School Employees Retirement Board of a Mechanic's retirement from the Canfield Local Schools, the Canfield Local Board of Education will pay fifty (50) percent of their accumulated sick leave not to exceed sixty (60) days to any Mechanic who has ten (10) years or more continuous service credit prior to retirement with the Canfield Local Board of Education. The rate will be at the per diem rate as a Mechanic at the time of retirement.
- B. Upon notification from the School Employees Retirement Board of Van Driver's retirement from the Canfield Local Schools, the Canfield Local Board of Education will pay fifty (50) percent of their accumulated sick leave not to exceed sixty (60) days to any Van Driver who has ten (10) years or more continuous service credit prior to retirement with the Canfield Local Board of Education. The rate will be at the per diem rate as a Van Driver at the time of retirement.
- C. Substitute Bus Drivers do not accumulate severance pay.

If a Mechanic or Van Driver dies while actively employed by the Canfield Board of Education and that Mechanic or Van Driver meets the criteria above including eligibility for SERS benefits and 10 years of service to the Canfield Schools, the Canfield Board of Education agrees to pay to the Mechanic's or Van Driver's designated beneficiary his/her accumulated Severance Pay. The designated beneficiary will be the same as the beneficiary named by the Mechanic or Van Driver in the Canfield Schools Group Life Insurance Policy.

- D. Payment shall be made no later than six (6) weeks after the last working day prior to severance.

Section 4. Overnight Trips

- A. When a Substitute Bus Driver is assigned an overnight trip, he/she will be paid at the following rate:

\$249.58

- B. Turnpike and meal receipts are to be submitted and shall be reimbursed to the employee at the maximum rate of:

Meals	\$40.00 per day
(Breakfast	\$10.00)
(Lunch	\$10.00)
(Dinner	\$20.00)

*Maximum tip allowed – 15% sales tax not reimbursed – exemption forms provided upon request. (Itemized Receipt required)

Section 5. Early Dismissal/Late Arrival

- A. If a Substitute Bus Driver is assigned an early dismissal with less than five hours notice, he/she will be paid an additional one (1) hour at hourly rate.
- B. If a Substitute Bus Driver is assigned to drive for an early dismissal/late arrival, they will be paid at their hourly rate including any layover involved.

ARTICLE 19
BENEFIT CLAUSE

Section 1. The Board shall provide to all full-time Mechanics and Van drivers who work on a nine month average of over twenty-five (25) or more hours per week insurance coverage through the MCSEIC consisting of medical, prescription, dental and vision coverage. Substitute Bus Drivers do not receive medical, prescription, dental or vision coverage.

A. Premiums

All employees with coverage will pay 10% of the premium for medical coverage. Effective January 1, 2015 all employees with coverage will pay 10% of the premium for medical, prescription, dental and vision coverage.

For the period January 1, 2015 through June 30, 2015 and July 1, 2015 through June 30, 2016, bargaining unit members eligible and participating in the Board's insurance plan will receive a health insurance adjustment stipend in the amount equal to the total premium contribution cost paid by the employee for vision, dental and prescription coverage. Such stipend will be payable with the first payroll of July at the completion of the year of such coverage. Prorated amounts will be paid to those not covered for the full contract year.

Effective no later than January 1, 2015, the District will implement a Section 125 Flexible Spending Plan to facilitate employee deduction of insurance premiums pretax

and to set aside pretax funds to use toward qualified medical and dependent care expenses.

Spouses of employees covered by Canfield Local Schools, will be required to join the insurance program for at least single coverage at their place of employment or retirement system/Medicare if it is available at a monthly cost of \$300.00 or less.

Claims for spouses of Canfield School's employees will not be processed by the Mahoning County Consortium third party administrator until a Coordination of Benefits (COB) form is on file in the Canfield Schools' Treasurer's office. Canfield Schools' employees shall be responsible for submitting an updated COB form immediately when a change occurs in their spouse's insurance eligibility or existing coverage.

Enrollment of spouses at their places of employment assigns the spouse's employer's insurance carriers as primary coverage, but shall not prohibit Canfield School's employee from using Canfield School's coverage as secondary coverage for their spouse if the employee so desires.

B. Open Enrollment Period

The open enrollment period for the MCSEIC plan is between September 1 and September 15.

Section 2. Life Insurance

- A. The Board shall provide \$25,000.00 Term Life Insurance for all full time Mechanics.
- B. The Board shall provide \$25,000.00 Term Life Insurance for all Van Drivers.
- C. Substitute Bus Drivers do not receive life insurance benefits.

All Board provided Term Life Insurance coverage shall reduce as follows:

Age	Percentage
65	65%
70	45%
75	30%
80	20%

Section 3. Optional Health Care Election

Any employee currently eligible to receive health care benefits who discontinues medical coverage for a 12 month period will receive a \$1,200 bonus payment for each one year period. Any eligible employee who waives medical, dental, prescription drug, and vision coverage for a 12 month period will receive a \$1700 bonus payment for each one year period.

Section 4. Employee Purchase of Fringe Benefits

Employees scheduled to work less than twenty (20) hours per week shall be afforded the opportunity to purchase, through payroll deduction, prescription, dental, vision, or the Core Medical Plan insurance (single coverage for employee only) at the group rate.

**ARTICLE 20
HEALTH AND SAFETY**

Section 1. Employer Duties. The Employer agrees to furnish, and to maintain in safe working condition, all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices, and for properly using and caring for all tools and equipment furnished by the Employer.

Section 2. When an employee, in good faith, believes any equipment, tools and/or vehicles are unsafe, such equipment, tools, and/or vehicles shall immediately be taken out of service. The employee shall not operate said equipment until directed to do so by the Supervisor after an investigation and inspection shows the equipment to be safe.

Section 3. The Employer shall provide each full-time employee with safety equipment required by OSHA, including Uniforms, Work Gloves and Foul Weather gear purchased through required P.O. Procedures.

**ARTICLE 21
MAINTENANCE OF STANDARDS**

Section 1. To the extent this Contract does not otherwise set out specific terms or conditions of employment or otherwise expressly reserve to one or both parties hereto, the right to establish or modify terms or conditions, the Employer agrees that it shall maintain the present highest minimum standard as set forth in the current OAPSE Agreement or Board policy. The Employer also agrees to negotiate all mandatory subjects of bargaining and shall not change such without first notifying and bargaining with the Union.

**ARTICLE 22
STEWARDS**

Section 1. The Employer recognizes the right of the Union members to elect Job Stewards and Alternates. The authority of the Job Stewards and Alternates shall be limited to, and not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

B. The transmission of information and messages which originate with, and are authorized by the Local Union or its officers, provided that such messages are reduced to writing. If not reduced to writing, such messages or information shall be of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Section 2. Stewards and/or Alternates have no authority to take strike action, or any other action interrupting the Employer's business.

Section 3. Stewards, during normal work hours, after reporting to their immediate supervisor, shall be permitted to investigate, present, and process grievances on the premises of the Employer without loss of pay.

ARTICLE 23 CLOTHING ALLOWANCE

Section 1. All Mechanics shall receive up to \$150.00 dollars per year for the purpose of work boots. Payments will be made when original receipts are received by the Employer.

Section 2. The Employer shall continue to provide at the current level uniforms and uniform cleaning service at no cost to the Mechanics.

ARTICLE 24 FAMILY AND MEDICAL LEAVE ACT

Eligible employees are entitled to leave as provided in the Family Medical Leave Act (FMLA) and its associated regulations. For the purpose of this section, "12 month period" is defined as the twelve (12) month period measured forward from the date that the employee's first FMLA begins (i.e. the leave is specific to each employee). The employee is entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date FMLA leave is taken. The next twelve (12) month period commences the first time FMLA leave is taken after the completion of any pervious twelve (12) month period.

ARTICLE 25 ACKNOWLEDGEMENT

Section 1. The Union will type all Agreements and provide enough originals for each party to have a signed original and copies for each member, as soon as is reasonably possible after the Parties have formally ratified this Agreement, but not later than thirty (30) days after the Parties have proofread and executed the final, camera-ready draft.

ARTICLE 26
SENIORITY AND JOB BIDDING

Section 1. Seniority shall prevail as specified below. No man or woman shall be discriminated against for holding an Executive office in the Union or their activities in the Union.

Section 2. Seniority shall govern in the layoff and recall of employees, all overtime, Daily Trip selections. In the event a layoff is necessary, the last employee hired shall be the first employee laid off and when recalled, the last employee laid off shall be the first employee recalled if available within two (2) weeks after being contacted, provided, however, that employees on layoff shall not be entitled to recall if such period of layoff exceeds three (3) years.

Section 3. All drivers shall run their selected runs or trips. All Daily Runs and Trips shall be offered by seniority on a rotation basis. (ex: The first run or trip is offered to the most senior employee each run or trip thereafter shall be offered to the next most senior employee and so on until the employer exhausts the seniority list and then begins the process over). The employer shall keep weekly records of accumulated hours including refusals. All regular bus driver vacancies of five (5) days or more shall be offered by seniority. Any driver that had the chance to bid a run and pass, shall not be afforded the opportunity to knock a lower seniority driver out, the principal of one bite of the apple shall apply.

Section 4. If the Employer creates new positions or permanently modifies an existing position, or if a vacancies occurs on a Regular Daily Run the following procedure shall be followed to fill the vacancy:

- a. The vacancy shall be posted for a period of five (5) days.
- b. All bidding employees will be given an interview and first consideration based upon minimum qualifications for the opening. The determination of ability and the final decision shall be vested in the administration.

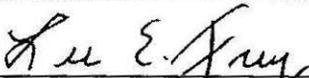
Section 5. When a full-time bus position becomes available unit members will be given an interview and first consideration based on seniority and minimum qualifications for the opening. The final decision shall be with the administration.

ARTICLE 27
DURATION

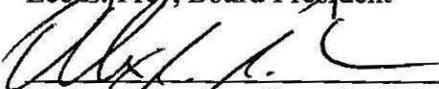
Section 1. This Agreement shall go into effect upon ratification and continue in force and effect through June 30, 2017.

Agreed to and executed this 6th day of August 2014.

CANFIELD LOCAL SCHOOL



Lee E. Frey, Board President



Alex G. Geordan, Superintendent



Patricia P. Kesner, Treasurer

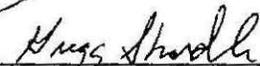
TEAMSTERS LOCAL UNION 377



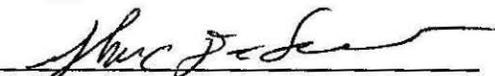
Ralph "Sam" Cook, Secretary-Treasurer



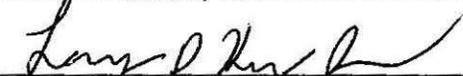
Richard Sandberg, President



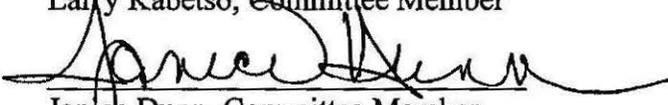
Gregg Shadle, Vice President



John Dessellem, Committee Member



Larry Kabetso, Committee Member



Janice Dunn, Committee Member