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CONTRACT

BETWEEN

SWANTON LOCAL BOARD OF EDUCATION

AND

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

AND ITS LOCAL #618

July 1, 2016 – June 30, 2019

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MASTER AGREEMENT

This agreement made and entered into this first day of July, by and between the Board of Education of the Swanton Local Schools, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees (OAPSE) and its affiliate, the Ohio Association of Public School Employees Local #618, hereinafter referred to as the "Association". The "Parties" hereinafter refers to both the "Board" and the "Association".

ARTICLE 1
RECOGNITION

1.1 Recognition

The Board of Education of the Swanton Local Schools hereby recognizes the Ohio Association of Public School Employees (OAPSE) on behalf of Local #618 as the sole and exclusive bargaining representative for all regular Bus Drivers employed by the Board.

ARTICLE 2
NON-DISCRIMINATION

2.1 Non-discrimination

The Board and Association are committed to equal opportunity under the law; therefore, the Board and Association will not discriminate against any person based on any status protected by applicable laws.

2.2 Use of Terms

All use of the terms he/she, his/her in this Agreement shall be interpreted as referring to both female and male employees.

All terms identified as "bargaining unit employee", "bargaining unit member", "employee" shall be interpreted as referring to a "regular bus driver" contracted with the Swanton Local Schools.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 Management Rights

The Board has the responsibility and shall exercise at all times its exclusive authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such policies, regulations and rules as it may seem necessary shall be limited only by the specific and express terms of this agreement, as entered in the Board minutes with the organization representing the negotiating unit.

ARTICLE 4
UNION REPRESENTATION

4.1 Duties

A. Regular bus drivers have the right to join in, participate in, and assist the Association and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

B. The Board and the Association shall do everything required to comply with all the laws and regulations of the State of Ohio.

4.2 Dues/Fair Share

Effective July 1, 1991, all present employees within the bargaining unit who are members of the Union shall remain members of the Union or pay a fair share fee. Union members shall have written authorization for dues deduction on file with the Treasurer.

All new employees hired after July 1, 1991, 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. The fair share fee amount shall be certified to the Board by the Treasurer of the local Union and shall not exceed the dues regularly required of Union members. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein, and employees, who are not members of the Union, are required as a condition of employment to pay the fair share fee.

Dues deduction authorization shall be continuous from year to year. However, authorization may be withdrawn by the individual member upon written notification as provided for in 18.5. Those employees who choose to withdraw from the Union shall be subject to a fair share fee after July 1, 1991.

The Treasurer of the Board shall deduct from the employees pay all dues deductions and fair share fees. The Association shall forward to the Treasurer by September 1 each year the amount to be deducted for that year if changed from the previous year. Deductions shall be made in twenty (20) equal installments as agreed to in Article 18.5. The Treasurer of the Board shall deduct from the employees pay an additional $5.00 per member for local dues from first payment for dues deduction

The Union shall provide the Board's Treasurer with the amount of deduction (either full or pro-rated) for new employees if he/she is employed during the contract year.

The Board Treasurer shall forward to the OAPSE State Treasurer the amount of the State and Local dues/fees, along with a complete description by name and amount, for each employee. A copy of this description shall be forwarded to the Local OAPSE Treasurer. This shall be done within ten (10) days following each deduction. It is specifically understood the only responsibility the Board of Education and its Treasurer assumes is to deduct the dues and service fees in the amount specified by the Association and to forward such dues according to the terms of the Agreement. The Association agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liabilities arising out of the employer's actions or inactions involving dues and service fees.

The Association reserves the right to designate counsel to represent and defend the Employee. However, this provision shall not prevent the Employee from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the Employee shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employee as will create or foster a conflict of interest.

4.3 Use of School Equipment

A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings upon twenty-four (24) hour notice, as long as it does not interfere with the normal conduct of a school day or previously scheduled activities.

B. The Association shall have the right to use school facilities and equipment, including computers and printers, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The

Association shall pay for the reasonable cost of all materials and supplies incident to such use. Should any equipment be damaged due to negligence on the part of the Association then the Association will pay for the necessary repairs.

4.4 Seniority List

The Board will provide the Association a seniority list of names, addresses and telephone numbers of employees in the bargaining unit at the beginning of each school year.

Employees will maintain his/her current address and phone number with the Board.

4.5 OAPSE Leave

The Board will allow two (2) elected delegates from the Association a leave of absence for three (3) days to attend the Association's annual conference with continuation of salary.

4.6 AFSCME-PEOPLE

The Board agrees to deduct from the wages of any employee an AFSCME-PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

4.7 Labor/Management Committee

A. There shall be established a committee of six (6) members which shall meet at mutually agreed upon times, to discuss problems of mutual concern between the parties hereto and problems which may occur from time to time in the administration of this contract. Five (5) days prior to the established meeting date each party shall submit an agenda of items to be discussed, and the meeting discussion shall be limited to the prepared agenda unless than parties mutually agree otherwise. Three (3) members of the committee shall be appointed by the Administration and three (3) shall be appointed by the Association. The FMCS Federal Mediator to train the Labor Management Committee on effective Labor Management Committee Meetings. This shall be done upon mutual agreement between the parties but no more than once every contract cycle.

4.8 Board Agendas

A. The Association may access agendas of all regular Board meetings through Board Docs on the district website when they are posted. An email announcing the posting will be sent to the Association President on the Friday prior the upcoming meeting. Board Policy and any revisions will be made available to the Association.

ARTICLE 5
CONTINUOUS PERFORMANCE PLEDGE

5.1 No Strike or Lockout

No employee shall authorize, instigate, condone or engage in any work stoppage, strike, "sick out" or slowdown of any kind whatsoever in the performance of his/her assigned duties or those of his/her fellow employees. Any employee violating the provisions of this paragraph may be discharged or disciplined.
The Board shall not "lock-out" members of the bargaining unit. A "lock-out" is defined as a refusal to permit employees to work for the purpose of forcing the Association to accept a contract modification.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Definition

A. A grievance is defined as an alleged violation of a specific article or section of this agreement or other Board of Education policies.

B. A grievant(s) is a bargaining unit member(s) represented by OAPSE Local #618.

C. OAPSE Local #618 may file grievances on behalf of local members, or as a whole, or when the entity or a precedent or a practice is affected.

D. Working days shall mean Monday through Friday, with the exception of Holidays, calamity days, professional days or sick days.

E. All references shall be to working days.

6.2 Purpose

A. The purpose of this procedure is to secure, at the lowest administrative level (employees' immediate supervisor) equitable solutions to grievances which may arise.

B. Nothing contained within this Grievance Procedure shall be construed as limiting the right of any bargaining unit member(s) having a grievance, to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention from the Association, provided the adjustment is not inconsistent with the terms of this Grievance Procedure or Board Policy. The grievant(s) shall within five (5) working days of the occurrence or awareness thereof, discuss the situation with the OAPSE President and the supervisor of transportation. No grievance shall be reduced to writing unless the underlying problem has been discussed at a conference with the President or designee of OAPSE Local #618 -and the supervisor of transportation.

C. The grievant shall have the right to representation by President or designee of OAPSE Local #618 or a designated local employee who is a member of OAPSE Local #618 or association representation of his/her choice.

D. Time limits shall be extended by mutual agreement of the involved parties at any level of the grievance procedure.

E. Any grievance not advanced to the next step shall be deemed resolved by the Administration's last answer. Should the Administration or Association fail to respond to the grievance in the time limits provided, the grievance may advance to the next step.

F. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

6.3 Grievance Steps

Step 1 In the event a bargaining unit member is dissatisfied with the informal disposition of the alleged grievance by his/her immediate supervisor in accordance with Section 6.2(B), the employee has the option to file a formal grievance within five (5) working days of receipt of the response from the supervisor. The supervisor shall meet with the grievant to discuss the grievance. The immediate supervisor, within five (5) days of such meeting, will notify in writing the grievant(s) of his/her disposition of the grievance.

Step 2 Having no relief at the previous step the grievant(s) may within five (5) working days of receipt of the Step One disposition submit to the Superintendent the grievance and date of occurrence in writing. The grievant(s) immediate supervisor shall submit to the Superintendent his/her disposition of the grievance and justification for such disposition. The Superintendent shall then review the reports from the grievant's immediate supervisor. The Superintendent shall then meet within five (5) days with the affected parties and shall write his/her decision within five (5) days after the meeting.

Step 3 Having no relief at the previous step, and the Association is not satisfied with the disposition of the grievance by the Superintendent, the grievance may be referred to mediation (FMCS). If unresolved at mediation, the grievance may move to Step four (4).

Step 4 Having no relief at the previous step, the Association may appeal to an impartial arbitrator. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer of the Board of Education within ten (10) days of receipt of the Superintendent's disposition.

The arbitrator shall be selected in accordance with the voluntarily rules and regulations of the Federal Mediation & Conciliation Service. The arbitrator shall have no power to alter, add to, or subtract, from present Board policy and/or contract language. The award of the arbitrator shall be binding on all involved parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union. Said report and recommendations shall be made within thirty (30) days after the close of the arbitration hearing.

ARTICLE 7
SENIORITY

7.1 Seniority

Seniority is defined as the length of continuous employment with the Board as a regular bus driver computed from the employee's most recent date of hire. New employees hired by the Board, including present employees who have been in the employ of the Board for less than forty-five (45) days worked as of the date of this agreement, shall be classified as probationary employees for a period of forty-five (45) days worked from the date of employment, and during such probationary period seniority rights shall not apply, and such new employees may be laid off or discharged by the Board for any reason without recourse. When the probationary period has passed, seniority shall date from an employee's last date of hire or rehire. A seniority list will be provided by the Board on or about October 1 of each year.

In the event two or more employees are hired on the same date their seniority will be determined as follows:

(1) The date on which the employee submitted a completed job application with the Board.

7.2 Employee Contracts

Contracts for new employees shall be in accordance with ORC 3319.081.

7.3 Leave of Absence

A leave of absence will be provided in accordance with 3319.13 of ORC.

An employee on an approved leave of absence or on lay-off shall retain all lawful rights of seniority provided for in this Article.

7.4 Loss of Seniority

Any member of bargaining unit who voluntarily resigns, is terminated for just cause, is non-renewed, retires or becomes deceased shall loose all seniority as provided in this Article.

ARTICLE 8
JOB VACANCIES

8.1 Vacancies will be defined as follows:

A. Permanent - When a Bargaining Unit Member relinquishes his/her seniority in accordance with Article 7.

B. Day to Day - Vacancies when an employee is off one (1) day at a time.

8.2 Filling of Vacancies

Upon the occurrence of a vacancy, and if the Board intends to fill the vacancy, all permanent vacancies will be posted in the bus garage for a period of five (5) days. A copy of the posting shall be sent to the President of the Association. The vacancy shall be awarded to the most senior bidder.

In case of a no bid by a regular bus driver the Board will fill the position by hiring a non-bargaining unit person.

Between the August Pre-School Meeting and May 1 of each school year, any new route created or existing route that becomes available because of a regular Bus Driver's retirement, termination, layoff, abolishment of route, or addition of a new route, shall be bid in accordance with 8.2 – Filling of Vacancies, at a meeting to be held within five (5) days of the occurrence of the vacancy. If the affected route(s) involve a shuttle, that shuttle shall be bid separately.

ARTICLE 9
HOURS OF WORK AND OVERTIME

9.1 Work Schedule

A. Route time will be established during the first two (2) weeks of school. The established times shall become the basis of payroll distribution during the course of the school year.

B. The Director of Transportation will establish route times and forward these times to the Treasurer.

C. All regular routes consisting of an A.M. & P.M. run shall be paid for no less than five (5) hours per day including the pre-trip inspection prior to each time his/her bus leaves storage.

D. Each driver will be compensated for five (5) hours at his/her regular hourly rate for all paper work (Route sheets, name tags & etc.) required during each school year. The transportation coordinator, once provided with documentation of the completion of the specified paper work, will approve the compensation.

E. Separate and apart from Article 8.1 B (Day to Day vacancies), when a regular driver's route is not in session (in accordance to that school's calendar) then those vacancies shall be offered according to bargaining unit seniority.

9.2 Bus Procedures

A. Pre-School Meeting

The Board agrees to a meeting with all regular Bus Drivers at least five (5) days prior to the school's opening date for the purpose of determining route schedules. All regular Bus Drivers shall be notified by letter which includes an agenda of business to be conducted at the meeting. If an employee is unable to attend and the employee desires to bid on a permanent route opening if one exists, it shall become the responsibility of the employee to notify the Director of Transportation in writing of his/her intention to

submit a bid. All regular Bus Drivers attending the August organizational meeting will be paid for minimum of one (1), but no more than two (2) hours at their regular hourly rate.

All regular Bus Drivers shall be compensated at their regular hourly rate whenever required to work fifteen minutes (15) or more beyond their established route time. This shall not include routine housecleaning of the bus or the time spent during inspection.

If a special meeting is called before school starts but after the August meeting for the purpose of bidding on an available run, regular Bus Drivers will be notified five (5) days in advance and paid at their regular rate for said special meetings, with a maximum of one (1) hour. Bus Drivers that knowingly will be out of town must notify the school administration.

The administration will notify all regular Bus Drivers of any changes pertaining to their job, in writing, prior to the August meeting. (i.e.: route changes or changes in job descriptions that would cause a decrease in salary).

Bus routes will be listed according to approximate miles and time. Whenever changes are to be made on a route or a re-routing occurs, the affected regular Bus Driver(s) will be involved at the start of any discussion.

Regular Bus Drivers shall retain their previous run, unless a route becomes available, in which case the vacancy shall be filled in accordance with Article 8.

Maps and approximate route times will be furnished to each regular Bus Driver in writing at the August meeting. All regular Bus Drivers will not consider these as exact, but will consider them to be close to accurate, realizing that late summer enrollments may cause route change.

Bid routes shall be awarded to the employee holding the highest seniority date.

All regular Bus drivers shall be paid a maximum of one (1) hour at a bus-referral conference when participation is required by the Employer.

B. Trips

Create two boards, Board 1 will be for regular field trips and Board 2 will be for short notice and turned in after the regular weekly bids for trips (Tuesday, unless Tuesday is a scheduled day off, then the trips will be put on the table the last working day before the day off). When a person turns in a chosen trip, the trip shall go to the short notice board and that person shall be skipped the first time around on a regular field trip board. The person shall not be skipped the second time around, assuming the trip goes that far. (Not on Short Notice Board): If a regular bus driver takes a trip, and it is cancelled for reasons beyond the drivers control, the driver shall have the ability to either pick the next trip up or have the option to waiting until the next week.

All trips that are cancelled shall remain a "trip cancelled."

On Tuesday at 6:00 a.m. all known trips shall be placed on the table for bid on a rotation basis starting with the most senior employee who wishes to bid. When all trips are taken for the week and there are person(s) left to choose from on the list, the supervisor shall start with those employee(s) remaining next on the list. If a trip interferes with the employees work schedule, he/she shall not forfeit his/her place on the list by refusal but shall be given a "time". Only one time can be accumulated. If a mid-day driver has to take trips that run close to his/her time of doing his/her mid-day, and he/she does not return in time to do his/her mid-day run, he/she will not be docked for his/her mid-day run. Substitute will finish route. Once all employees have chosen, the supervisor shall continue with rotation.

Short notices: Next day trips (or less) prior to their departure.

If a regular bus driver passes on a short notice trip the trip moves on to the next driver. There are no holds, times, and no's on the short notice trip board.

Trips shall also be posted at the bus garage from a posted seniority list. Leeway of 15 minutes for trips. Any trip, without a trip slip, that a regular Bus Driver or supervisor has knowledge of the event, will be put up for bid with a T.B.A. indicated (i.e. Tourneys, wrestling, odyssey).

If a regular Bus Driver does not desire extra trips, he/she shall have the option of withdrawing his/her name from the rotation list. The regular Bus Driver must notify the Director of Transportation in writing of his/her intention not to remain on the rotation list for extra trips. If regular Bus Driver remains on the list, there shall be no trading of positions on the list, and if the extra run is refused for any reason, the regular Bus Driver shall have a "NO" placed by their name.

If by mutual agreement any number of regular Bus Drivers wish to trade trips, they may do so providing the trips are on the same day. The names on the rotation list will remain the same.

Regular Bus Drivers shall have priority over Substitutes, Coaches and Certificated Employees for all trips and all athletic events involving school vehicles, except when transporting employees for work related activities (for example: group of teachers attending a conference in Columbus)

Drivers may request the use of a Board owned cell phone. If the driver uses his/her own cell phone, he/she will be reimbursed with appropriate documentation for trip related charges.

Bargaining Unit Members will be given first opportunity for all extra trips providing it does not interfere with their regular work schedule except overnight trips. The Administration agrees to work with the drivers on 6.0-hour plus field trips.

Regular Bus Drivers shall be reimbursed up to ten dollars ($10.00) for meals on field trips that are over eight (8) hours (excluding overnight trips) provided an itemized receipt is presented upon the request for reimbursement.

Drivers will be afforded the opportunity to bid on as many trips in one (1) day so long as each trip is bid on a rotational basis by seniority and it does not interfere with the drivers regular route or a previously bid trip as long as there is a minimum of a three (3) hour gap between scheduled arrival and departure times.

Field trips will be offered on a rotating seniority system.

1.When a regular Bus Driver is interested in a field trip and cannot be at bus garage on the day trips are done, he/she shall inform the supervisor by 6:00 a.m. or a "NO" will be put by their name.

2. If a regular Bus Driver accepts a field trip and said trip is canceled, the trip sheet will be returned to the Director of Transportation.

a. The regular Bus Driver will be placed at the beginning of the rotation list and be eligible for the next trip to be assigned.

b. If trips are canceled after the regular Bus Driver shows up, the regular Bus Driver will be paid for a two (2) hour minimum plus the next available trip.

3. If a regular Bus Driver accepts a field trip and said trip is changed by more than one hour, and the Bus Driver chooses not to take the trip, they will get a trip cancelled and the field trip will be placed on the short notice board.

As long as a regular Bus Driver works any part of a work day, this shall not prohibit him/her from taking a same day field trip. This shall not prohibit next day trips.

Field Trips beginning and ending on the same day will not be split into two trips. Splitting of multiple day trips (ex. Basketball Camp at a College Campus) that involves a drop off and a later in the week pick up shall be allowed. When transportation is needed other than the destination, please see "Overnight Trips."

C. Overnight Trips

1. An overnight trip is one where a driver will be away from home overnight.

2. A flat rate of $150.00 will be paid each driver who is away from home starting when you are no longer needed for the night and ending when duties are required in the morning.

3. Those hours worked as part of an overnight trip that occur prior to midnight or after midnight on the last day shall be paid at the field trip rate.

4. Lodging will be furnished each driver at Board expense. It is the Director of Transportation's discretion how many drivers share a room with no more than two drivers of the same gender per room and not share a room with students.

5. Meals will be reimbursed up to a maximum of twenty-five dollars ($25.00) per day unless provided by the school. Itemized receipts must be submitted.

6. The work week is defined as commencing at 12:01 A.M. on Sunday and ending the next Saturday at midnight (12:00 A.M.). For the purpose of calculating overtime an overnight trip shall be compensated as working nine (9) hours in accordance with FLSA.

7. Refer to Addendum A for example on how overnight trips shall be compensated.

D. Pre-trip Inspection

All regular Bus Drivers are required to perform and will be paid a fifteen (15) minute pre-trip inspection prior to each time his/her bus leaves storage facility.

E. Summer Trip Board

Regular bus drivers interested in performing field trips during the summer must notify the Board by signing his/her name on the summer trip board no later than the last student school day of each year.

The trip board will begin on the first day after the last student school day and end on the last day prior to the first student school day of each year. Trips will be assigned by seniority on a rotational basis.

F. Summer Bus cleaning of two (2) hours per driver for their own bus will be offered at the driver's regular hourly rate. Any additional hours of cleaning must be pre-approved by the transportation coordinator. Drivers electing not to clean his/her bus must notify the transportation coordinator no later than the last student day of each school year. The transportation coordinator will make the assignment to another driver if the regular driver declines to clean his/her bus.

G. The district will cover the employees recertification costs.

9.3 Overtime

All hours actually worked over forty (40) in one (1) week shall be paid at the rate of time and one-half (1 1/2). In accordance with the Fair Labor Standards Act, time on sick leave shall not count as hours worked.

ARTICLE 10
WORKING CONDITIONS

10.1 Job Descriptions

The Association shall be furnished with a copy of his/her job description.

Prior to any change in the job descriptions covered under this agreement, the affected employee and the Association shall be notified of such changes anticipated and the effective date of such change.

10.2 Safety

Unsafe and hazardous conditions shall be reported to the Transportation Supervisor in writing or electronic format.

10.3 In-Service/C.D.L.

A. The Board will pay each Bus Driver his/her regular hourly rate of pay for each hour of in-service training required by the State of Ohio to maintain a Bus Driving License or Certificate.

B. This payment shall not be allowed for pre-service training required to obtain an initial license or certificate if the said license or certificate has been allowed to lapse.

C. All Bus Drivers shall be given the opportunity to drive new bus types that are purchased for school use for the purpose of becoming accustomed to the bus, with a maximum of one (1) hour paid driving time.

D. Assistance shall be available for the Bus Drivers to obtain their license. Appointments for Bus Drivers examinations will be made by the Director of Transportation or Administration within one (1) month of completion of training.

E. The Board will pay a maximum of $50 for the initial CDL license and skill test and current cost for the renewal of a CDL. Bus Drivers will be reimbursed by the Board of Education upon evidence of successful completion of all licensing requirements. The Employer will pay the cost of driving abstracts.

F. Proper procedures and training for Special Needs students defined as ED, OHI, MD, or other cases deemed necessary may be offered following each school year. Drivers will be paid his/her regular hourly rate for time spent in such training.

10.4 Alcohol and Controlled Substance Testing

A. Swanton Local Schools employees required to obtain a commercial driver's license (CDL) for performance of their duties will be required to submit to drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations as specified in the current Board Policy

B. Employees will be tested at a provider to be determined by the Board. Employees will be compensated for two-hours to complete the respective test if they are able to satisfy the drug test between their routes and not miss their route. If they are unable to complete the drug test between their routes, a sub will be

hired and driver will be compensated for the route that had to be missed (AM or PM) instead.

ARTICLE 11
REDUCTION IN FORCE - LAYOFF/RECALL

11.1 Reduction In Force/Layoff

A. When the Board determines that staff reductions shall occur the following procedures shall apply:

1. Attrition of current employees

2. Non-renewal of contracts of current employees:

All bargaining unit positions shall be filled by employees of the Board.

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 procedure shall govern such lay-off:

1. The number of people affected by reductions in the force will be kept to a minimum by not employing replacements in so far as practical of employees who resign, retire, or otherwise vacate a position.

2. Except as otherwise required to comply with the state and federal laws relating to employment decisions limited contract employees will be selected for retention or non-renewal on the basis of seniority.

   Employees selected for non-renewal shall be placed on a reduction-in- force list compiled from the seniority list provided in Article 7, however, that limited contract employees whose contracts are not non-renewal for performance reasons shall not be placed on the reduction-in-force list.

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

4. Vacancies which occur in the bus driver classification shall be offered to or declined in writing by the employees standing highest on the lay-off list before the next person on the list may be considered. No new employees shall be hired by the employer while any employee is on reduction unless all qualified employees laid off refuse the position to be filled. Any employee who declines reinstatement shall be removed from the reinstatement name list.

5. Recall notices shall be certified or registered mail with receipt requested to the employee's address of record and a copy of said recall notice shall be sent to the Association president. Recall employees shall have forty-eight (48) hours from receipt of notice to respond. Employees must report to work within fifteen (15) days from the date of acceptance of position excluding Saturdays, Sundays, and holidays.

6. An employee on the reduction-in-force list shall upon accepting an offer of re- employment return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the employee would have received in the year following receipt of notice of non-renewal.

7. Employees will remain on the reduction-in-force list for a period of twenty-four (24) months following their receipt of notice of non-renewal. After being removed from the reduction-in-force list, an employee must make application for re-employment in accordance with established procedures if they desire to be considered for employment by the Swanton Local School.

8. Qualified employees on the reduction in force list may continue any insurance benefits through COBRA. COBRA notices will be sent upon separation for employer according to law.

9. If a route(s) abolished or canceled the affected employee may exercise his/her seniority by bumping a less senior employee or accept a lay-off . This procedure will continue until a reduction of an employee(s) is accomplished.

10. Twenty (20) work days prior to the effective date the parties shall meet to discuss the pending layoff. The Board shall prepare a list containing the names, seniority dates and the number of employees to be RIF (Reduced in Force). The Association will contact the bargaining unit members and then inform the Board which members will be RIF (Reduction in Force).

Each employee to be RIF shall be given advance written notice. Each notice shall state the following:

a. Reasons for the reduction in force/layoff.
b. The effective date of lay-off.
c. Statement advising the employee of his/her rights of reinstatement from the reduction in force/lay-off.

When the lay-off occurs, the Board shall prepare a re-instatement list and all employees under probationary contracts shall be placed on the re-instatement list in the reverse order of lay-off. The name of all employees under the continuing contract status of employment shall be placed on a separate re-instatement list in reverse order of lay-off. Re-instatement shall be made from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

11.2 Recall

Vacancies which occur in the classification of lay-off shall be offered to or declined in writing by the employees standing highest on the lay-off list before the next person on the list may be considered. Any employee who declines reinstatement shall be removed from the re-instatement name list.

ARTICLE 12
EMPLOYEE DISCIPLINE

12.1 Definition

A. Disciplinary Actions shall be based on procedures which include the following:

1. The employee shall normally receive at least three (3) work days prior written notice of a conference or hearing which indicates the specific nature of the concern(s) which led to the conference or hearing.

2. The employee shall have the right to present any related evidence in his/her behalf.

3. Progressive Discipline shall be as follows:
   A. Oral reprimand
   B. Written reprimand
   C. Suspension Without Pay
   D. Termination

4. Based on the severity of the situation disciplinary action may warrant deviation from the procedural order.

B. For the purpose of progressive discipline an infraction placed into an employee's personnel file shall

comply with Public Records Law.

1. Twelve (12) months for an oral or written reprimand

2. Twenty-four (24) months for a suspension without pay

3. Any driving infraction shall remain in the employee's personnel file for a period of thirty six (36) months.

C. After holding a meeting with the employee, the Superintendent may relieve an employee from his/her position with or without pay pending the review of an alleged violation. Neither party shall withhold information regarding the incident. No employee shall suffer lost time without pay, up to a maximum of ten (10) days, without an investigatory hearing by the Superintendent and the union representative.

D. Employee's personnel file shall include all pertinent information regarding the employee.

12.2 Procedures

A. No employee shall be disciplined without just cause, or without having been given written notice of the reason for the discipline. The employee must sign the statement acknowledging receipt of the written notice and the date received. The employee's signature merely indicates that the employee has seen the form and does not signify agreement.

B. The Board may develop reasonable rules providing for progressive discipline. The initial step depending on the severity of the offense. Progressive discipline shall be as following:

1. Oral Warning

a. Written copy of the oral warning will be placed in the employee's file for reference, and a copy given to the employee. The warning shall state that it is a "written copy of the oral warning."
All warnings will be presented to the employee being warned. Said employee does have the right to present a written rebuttal, after being signed as received by the supervisor, shall be attached to the warning in the employee's file.

2. Written warning

3. Up to, or including, five (5) days off without pay.

4. Up to, or including, termination.

C. The employee may appeal any disciplinary action beginning with Step One of the grievance procedure.

D. Complaints

1. Complaints filed against a school Bus Driver must be in writing on the school "Formal Complaint Form" and must be signed by the complainant. A copy will be placed in the employee's file and a copy given to the employee. The employee who receives a formal compliant has the right to present a written rebuttal to the complaint. A copy of the rebuttal, after being signed as received by the supervisor, shall be attached to the warning in the employee's file.

If a complaint is filed, the complainant and Bus Driver shall meet prior to anything put in the Bus Driver's file. Bus Drivers shall have representation upon request.

2. Transportation Supervisor informs the Bus Driver about parent's VERBAL complaints that he receives over the phone besides his informing parent to file a written complaint.

ARTICLE 13
PAID HOLIDAYS

13.1 Designated Days

a. Labor Day
b. Thanksgiving
c. Christmas
d. New Years Day
e. Martin Luther King Day
f. Memorial Day

Employees shall be excused from duty on applicable holidays without loss of salary or wages. Employees shall receive the equivalent of their regular straight time hourly rate for their normal daily hours of work.

13.2 Working on a Holiday

Employees required to work on a holiday shall be paid the field trip rate in addition to the holiday pay.

ARTICLE 14
SICK LEAVE

14.1 Definition

Sick leave is considered to be those days when the employee is not present at work for the reason listed below and is paid for such days. "Sick leave of absence" is considered to be those days when an employee is not at work and not paid.

14.2 Accumulation

Each classified employee shall be entitled to accumulate a maximum of fifteen (15) days sick leave per contract year to be credited July 1 through June 30. Sick leave shall be earned at one and one quarter (1 1/4) days of credit for each completed month of service. Sick leave shall be computed and credited at the end of each completed month of service. Sick leave shall be cumulative in an amount not to exceed two hundred forty (240) days.

14.3 Use of Sick Leave

Prior to taking an absence, employee must notify the Director of Transportation of the absence. Employee must verbally speak with the Director of Transportation or designee before absence will be approved. Employee cannot leave message on voicemail or with anyone other than the Director of Transportation or designee.

Sick leave shall be paid for absences due to the following:

1. Personal illness (employees absent for more than 30 consecutive work days due to personal illness shall, upon return to work, provide the Superintendent with a doctor's statement verifying that the employee is physically able to return to work). Doctor's appointments for routine visits should be scheduled outside of regular work hours.

2. Personal Injury.

3. Pregnancy or Adoption (up to six (6) weeks).

4. Serious illness in the immediate family.
The term "immediate family" when used in this agreement shall mean husband, wife, mother, father, child, mother-in-law, father-in law, grandmother, grandfather, brother/sister-in-law, daughter/son in-law,

sister, brother, grandchild, or anyone who has virtually held the position of parent or child or anyone who is a permanent member of the household of the staff member. Serious illness must be defined by doctor and requires a note from said doctor explaining the need and time frame for care from the employee before the leave is approved.

5. Death

a. An absence of up to five (5) workdays shall be granted to employees who have a death in the immediate family.

b. An absence of up to three (3) workdays shall be granted to employees who have a death in the extended family. The term "extended family" when used in this agreement, shall mean aunt, uncle, niece, nephew, guardian, or a person whose legal residence is in the same household.

14.4 Wellness Incentive

If a bus driver has not used any sick leave at the end of a semester of instruction, a one hundred eighty-five dollar ($185.00) wellness incentive will be paid to the bus driver. The pay will be added to their bi-weekly pay within thirty days (30) from the conclusion of the semester of wellness.

14.5 Sick Leave Credit

New employees to the system will be credited with an advancement of five (5) days sick leave at the beginning of the first year of service after they have completed five (5) working days. The advancement will be charged against the sick leave they subsequently accumulate under this policy and they will not be eligible for additional sick leave until such time as their period of service has entitled them to more.

All employees entering the Swanton Local School District shall be entitled to sick leave credit previously earned from such public service within the State of Ohio provided such credit is substantiated by written affidavit from previous employer.

Employees returning to service of the Swanton Local School District after a separation from such public service shall be granted previous accumulated sick leave which shall be placed to the employee's credit upon his re-employment in the public schools.

14.6 Leave of Absence For Personal Illness or Other Purposes

A leave of Absence for illness, Education or Professional or other purposes shall be governed by O.R.C. 3319.13.

A request for leave-of-absence shall be accompanied by a letter from the attending physician indicating that a leave-of-absence is necessary and approximate duration of the leave.

The Board will accept the right of a person to remain a member of the group medical insurance plan during the leave of absence period at the member's personal expense. Checks should be written for employee's monthly amount made payable to Swanton Local Schools and paid by the end of the month of which the leave is taken. Failure to do so will result in the cancellation of the insurance coverage.

14.7 Sick Leave Pool

The parties agree to create a sick leave pool.

The pool will be established on a voluntary basis with any contributing member of the bargaining unit donating a

minimum of five (5) sick leave days. Employees who donate to the sick leave pool will have the number of donated sick leave days deducted from their accumulated sick leave.

Members will inform the Superintendent and the OAPSE President of their need for additional sick leave days. The OAPSE President and the applicant will then be responsible for notifying the membership of the need for additional sick days.

Members wishing to contribute to the pool may do so by notifying in writing to the Board appointed sick leave coordinator of number of days they wish to contribute.

When a member exhausts his/her sick leave days, he/she may apply for the number of days needed to resolve his/her medical problems. The number of days a bus driver will be allowed to apply for are those work days remaining in that school year.

The sick leave pool may only be used for catastrophic injury and illness that causes extended absence from work.

The employee must have four (4) years of service in the Swanton Local School District to be eligible to use the sick leave pool,

A committee comprised of the treasurer or his/her designee and the President of the Association or his/her designee shall meet as needed to discuss and resolve any concerns regarding this sick leave pool.

An employee must make application for SERS disability during the first thirty (30) days of use of the sick leave pool. If an employee fails or refuses to make application for SERS disability within thirty (30) days from the date of first draw, they will lose the privilege of using the sick leave pool beyond the initial thirty (30) days. The employee may continue to use the sick leave pool until the SERS disability decision is rendered. If application for SERS disability is denied, the employee shall continue to use the sick leave pool. The time restriction and the requirements may be waived by the Board.

Any unused portion of the sick/leave pool shall be maintained and be used for any member qualifying for assistance pursuant to this Article.

14.8 Sick Leave Loan

In any given school year, in case of catastrophic illness or injury to an employee with less than four (4) years service in the Swanton Local District, and therefore not eligible for the sick leave pool, the Superintendent, may at his/her discretion advance up to fifteen (15) sick leave days to the employee provided the employee has exhausted all other sources of paid time off. If the employee ends employment with the district, he/she must pay back the cost of any advanced days out of his/her final pay.

ARTICLE 15
OTHER LEAVES

15.1 Personal Leave

A. Three (3) days of personal leave shall be granted each year.

1. Personal leave days shall not be granted five (5) workdays prior to or the day after a school vacation unless approved by the Superintendent.

2. Civil and legal hearings or religious observances requiring the presence of a staff member during normal work hours.

B. Requests for the use of personal leave shall be given to the employee's immediate supervisor 48 hours prior to the expected day of use, except in emergency situations.

C. If any personal leave days are unused at the end of the year, they will be paid to the employee at the employee's regular daily rate or be transferred into his/her sick leave account. Such transfer request must be completed by June 1, of each year or the employee shall be paid for his/her personal day.

15.2 Assault Leave

A. Any employee who is absent from employment due to disability resulting from a physical attack upon said employee which occurs in the course of said employee's employment with the Board of Education shall be granted assault leave. During the assault leave, the employee shall be maintained in full pay status. Assault leave will not be granted under this policy unless the employee in question:

1. Signs a written statement justifying the granting and use of assault leave on forms to be provided by the Board.

2. Provides a certificate from a licensed physician stating the nature and probable duration of the disability leave.

3. Agrees to testify and cooperate in the prosecution of any juvenile and/or adult or criminal proceedings that may be brought against the person responsible for the assault. Persons who are asked by the Board to cooperate in the prosecution of any juvenile or adult in an assault case will not suffer any loss in pay, or any loss in leave time as a result of being absent from work to cooperate in prosecution proceedings.

Assault leave shall be provided as follows:

1. Unlimited leave will be provided, as needed, for each occurrence.

2. Assault leave shall not be deducted from sick leave.

15.3 Workman's Compensation

Bargaining Unit employees are protected under the State Workmen's Compensation Act of Ohio, in cases of injury or death incurred in the course of or arising out of their employment.

An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor or other designated representative and an application shall be filed with the Bureau of Workmen's Compensation.

15.4 Child Care Leave

Leave-of-absence for reason of maternity shall be granted by the Board within the following parameters.

An employee having a child through natural birth or adoption shall be granted up to six weeks of sick leave and may use their accumulate sick leave so this becomes a paid maternity/adoption leave. Beyond the six week paid sick leave allowances, the employee may apply for and use up to twelve weeks of FMLA leave where there is no pay, but the Board still pays its portion of the health benefits (Health and Dental only). Beyond these two described leaves, the employee may apply for and may be granted an extended unpaid (with health benefits being paid by the employee) for up to one calendar year. This leave must be approved by the Superintendent of Schools.

1. The period of leave shall be defined as a maximum of the calendar year.

2. An employee may choose to shorten or lengthen the leave period by mutual agreement of the employee and the superintendent.

3. The Board, providing the insurance carrier agrees, will allow an employee on maternity leave to remain a

part of the group medical insurance plan by paying the amount of the monthly premiums to the Board.

4. Employees will not accrue seniority while on maternity leave for purposes of pay.

15.5 Family Medical Leave Act (FMLA)

The Board agrees to provide leave in accordance with the final rules promulgated under the Family Medical Leave Act of 1993 and board policy.

15.6 Jury Duty Leave

The Board will pay employees the difference between their regular rate of pay and the pay received by the employee for jury duty performed on scheduled work days. The employee performing jury duty shall deposit with the Treasurer the amount of money received for Jury duty. If the employee fails to deposit the proper amount with the Treasurer, the Treasurer will deduct jury duty pay from the employee's first pay check immediately following completion of jury duty.

15.7 Unpaid Leaves

All unpaid leaves must be authorized by the Superintendent or her/ his designee in advance of the leave except in emergency situations. Each unauthorized day will be deducted at a per diem rate of pay.

ARTICLE 16
INSURANCE

16.1 Medical

The Board will provide a medical plan on an annual basis with same or similar benefits as provided in the current period. The Board may change insurance providers with appropriate notification to the union. All regular bus drivers working a minimum of five (5) hours per day shall be eligible for either a single or family medical plan with an employee contribution according the following schedule:

Contract Year 2016-2017 - 8%
Contract Year 2017-2018 - 8%
Contract Year 2018-2019 - 10%

The payment of such insurance cost shall be by payroll deduction.

A. Spousal Mandate – Spouse must take single coverage for group health coverage from his/her employer if coverage is available for $100.00 per month or less. Family members are not required to be enrolled. Spouses may remain covered in the Swanton plan as secondary coverage.

B. Married couples both working in the district can only elect one plan per family.

C. Insurance has no deductible carryover.

16.2 Life

All regular bus drivers working a minimum of five (5) hours a day will receive a Board paid $30,000.00 term life insurance policy.

16.3 Dental

All regular bus drivers working a minimum of five (5) hours per day will be eligible for either a single or family dental plan with an employee contribution according the following schedule:

Contract Year 2016-2017 - 8%
Contract Year 2017-2018 - 8%
Contract Year 2018-2019 - 10%

The Dental Plan shall be made part of this agreement.

16.4 Section 125 Plan

The Board of Education of the Swanton Local School District hereby resolves that the Employer hereby known as the Swanton Local Schools shall provide its employees a Section 125 Benefit Plan hereafter known as the Swanton Local Schools Flexible Benefit Plan.

The plan shall be provided to the employees of the district as follows:

Qualified benefits of medical, dental and a drug card which may or may not require employee contributions shall hereafter not be subject to applicable federal and state taxes as described in Federal Internal Revenue code section 125 effective July 1st, 1994. All applicable contributions of medical, dental and prescription drug card elected by the employees shall furthermore be considered an elected Section 125 benefit.

Effective October 1st, 1994 or as soon thereafter the employer shall effect the availability of unreimbursed medical benefits, dependent care benefits, cancer benefits and all other Section 125 qualified benefits as the employer shall deem.

This board resolution may change as federal laws may dictate changes throughout the operation of the plan.

16.5 Medical Waiver Option

1. Regular Bus Drivers may waive their option to medical insurance for one (1) full benefit year. (September 1 through August 31) providing they have held the policy for at least one (1) year prior and can show proof of insurance from another provider (e.g. spouse, parent, etc.). Waiving this right will receive a lump-sum payment for the first pay period following the completion of that benefit year in accordance with the following schedule:

-Regular Bus Driver waiving individual coverage: $600.
-Regular Bus Driver waiving family coverage: $1500.

2. In the event of a change in the need for coverage due to a major life event causing the loss of a Regular Bus Driver's alternate source of insurance during the waiver year (death, change in marital status, loss of job), the Regular Bus Drive may REINSTATE coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided he/she has filed the proper application card with the office of the Treasurer. Such re-entry into the insurance program will nullify the bargaining unit member from receiving the health care insurance waiver payment as originally declared.

3. Should a Regular Bus Driver elect to participate in the program, the regular bus driver must complete the waiver of coverage form by August 1 of each year. Participation shall require completion of the form each year. A regular bus driver who withdraws from the program may not reenter again until the following year, except for the conditions established in paragraph two (2) above. Regular Bus Drivers new to the Swanton Local Schools may elect to participate during their second full year of employment (after they have held a district insurance policy).

ARTICLE 17
OTHER BENEFITS

17.1 SERS Pick-up

Effective July 1, 1991, the Board of Education shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked-up" by the Board as contemplated by Internal Revenue Service rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's mandatory School Employees Retirement System of Ohio contribution which has been designated as having been "picked-up" by the Board shall be excluded in computing final average salary provided that no employee's total salary is increased by such "pick-up", nor is the Board's total contribution to the School Employee's Retirement of Ohio increased thereby.

17.2 Severance Pay

A. Benefit Calculation

1. The daily wage shall be determined by dividing the employee's current base salary by the appropriate number of days to determine the daily rate. The daily rate will be multiplied by the employee's eligible days to determine the total accrued severance pay.

2. The number of eligible days shall be determined by dividing the employee's accrued sick leave by four (4). A person having 140 days or more shall receive no less than thirty five (35) days severance pay.

B. Eligibility

1. Upon receipt of a classified employee's resignation, all eligible employees will be notified of their severance benefits. An employee's eligibility for severance pay shall be determined as the final date of employment. The criteria are:

a. The individual retires from the school system.

b. The individual must be eligible for disability or service retirement as of the last day of employment.

c. The individual must within 120 days of the last day of employment prove acceptance into the retirement system by having received his/her first retirement check. Once evidence of the individual's first retirement check is presented to the Treasurer's office, the severance pay will be disbursed to the employee in the next available pay period. If the employee wishes to wait till the next calendar year for the severance payment, he/she may have the option of receiving this payment in the first payroll in January.

d. Must not have less than ten (10) years of service with the Swanton Local Schools.

C. Persons not meeting requirements of B-1b and B-1c will use a divisor of 8 in A-2.

1. Must have not less than 15 years with Swanton Local Schools.

D. Sick Leave Elimination

1. An employee who accepts payment for severance pay eliminates all unused sick leave from

his/her sick leave account.

E. In the case of death of an employee with at least fifteen (15) years of service , severance will be paid to the estate of the deceased.

17.3 Staff Development

A. Drivers are encouraged to attend workshops, training programs, seminars or other educational programs that would improve their job skills. The following procedures shall be used:

1. Prior to attending a meeting, a written request will be submitted to the transportation supervisor and forwarded to the Superintendent or designee for written approval

2. Permission must be obtained before the driver leaves to attend such meetings.

3. When authorized, transportation, lodging, meals, registration and compensation for necessary substitute will be paid in total by the Board. The expenses will be paid at the current IRS rate and twenty-five dollars ($25.00) daily food allowance. Registration(s) may be prepaid by the Board when the amount exceeds twenty five dollars ($25.00).

4. Overnight stays will be authorized for distances less than 175 miles only if the actual meeting begins prior to 10:00 a.m.

B. In considering whether to grant permission to a driver to attend an educational program which would result in the driver's absence, the following factors will be taken into account:

1. The benefit that might result to the driver.

2. The benefit that might result to the school system.

3. That one driver might be selected to represent a number of drivers who could benefit by this same experience, in which case the one representing the group would be expected to bring back the report to the group.

C. Staff development funds shall be allocated from September 1-August 31 of each year of the contract. The fund shall consist of two thousand dollars ($2,000.00) per year.

17.4 Tuition Reimbursement

The Board of Education will supplement the cost of additional education for classified employees within the following parameters:

A. The hours of credit must be related to any position that may open up within the school system.

B. The school attended must be a state accredited institution.

C. The total payment for any one classified employee shall not exceed six hundred dollars ($600.00) for any school year. Payment shall not exceed eighty dollars ($80.00) per quarter hour of credit or one hundred sixty dollars ($160.00) per semester hour of credit.

D. Classified employees must submit application forms to the Superintendent at least one week prior to the first day of class. If approved by the Superintendent, both forms shall be signed and one copy forwarded to the employee. The denial of an application by the Superintendent shall be non-grievable and non-appealable.

E. Grade slips for the approved courses must be submitted to the Superintendent upon completion of the course. Payment will be made in lump sum after Board of Education approval.

F. Tuition Reimbursement funds shall be allocated from September 1 - August 31, of each year of the contract. The fund shall consist of all monies required to support "C" above.

17.5 Retirement Cash Incentive

A. Incentive Payment

1. A retirement cash incentive of five thousand dollars ($5,000) shall be paid to all bargaining unit members who elect to retire under normal circumstances (i.e. not disability) at the end of the school year and in the first year they are eligible as determined by SERS.

2. Payment shall be paid through the payroll process to the credit of the retired employee and the employee shall have the option of participating with a Board approved annuity company for the purpose of deferring all or a portion of this incentive payment for tax purposes.

B. Eligibility Requirements

1. Bargaining Unit Members must have not less than fifteen (15) years of service with the Swanton Schools.

2. Participation is open to all eligible Bargaining Unit members.

3. The member must meet the following eligibility requirements for retirement established by SERS:

a. Member is age 67 with 10 years of SERS service credit or

b. Member is age 57 with has accumulated 30 or more years of SERS service credit or

c. Member is age 62 with 10 years of SERS service credit or

d. Member is age 60 with 25 years of SERS service credit

C. Application Process

1. Employees who wish to receive the incentive and intend to retire at the end of the school year must notify the Board of their retirement no later than January 15 of the year they intend to retire. Unless the Board has approved the employee's retirement, the employee may withdraw the notice before April 15. Employees who withdrew the notice and do not retire in the first year they are eligible are not entitled to the retirement cash incentive.

D. Retirement Date

Employees wishing to participate in the Retirement Cash Incentive Plan should indicate a retirement date before August 1, preceding their year of eligibility.

17.6 Tickets for Board Events

All full-time Bus Drivers will be issued, without charge, two (2) activity passes for all athletic events. Tickets to drama and musical events sponsored by Swanton Local Schools will be available at one-half (1/2) the regular price of each ticket upon presentation of the pass at the drama or musical event.

ARTICLE 18
WAGES

18.1 Payroll Schedule/Steps

Effective	2016-17	2017-18	2018-19
First Year	15.05	15.35	15.66
Second Year	15.75	16.07	16.39
Third Year	16.50	16.83	17.17
Eighth Year	17.00	17.34	17.69
Fifteenth Year	17.50	17.85	18.21
Twentieth Year	17.95	18.31	18.68

18.2 Field Trips

A. Hourly rate

Effective	7-1-16	7-1-17	7-1-18
	$15.05	$15.35	$15.66

B. There shall be a minimum of two (2) hours work or pay for each field trip at the Bus Driver's regular field trip rate.

C. The employer shall provide a chaperone on all trips in which students are being transported. Upon the event a chaperone is not available, the Bus Driver shall receive their regular contracted pay.

18.3 Pay Periods

Bargaining unit members will continue to receive their previous years biweekly pay thru the last full pay period in September of each year.

The third of the twenty-six (26) bi-weekly pays for the new school year will be the first pay received in October. Adjustments for the first two (2) bi-weekly pays for the new school year will be accomplished by the Treasurer of the Board and the President or Designee of the Local prior to the first pay period in October.

When payday falls on a holiday, the preceding day shall be "pay day" with the employees receiving their pay during the normal hours of their shift.

Trip pay and copies of trip sheets will be distributed with payroll checks in a sealed envelope.

18.4 Direct Deposit

All Bargaining Unit members shall be paid by direct deposit.

18.5 Payroll Deductions

The Board agrees to deduct the Association dues for every employee who authorizes the Board to do so in

writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.

Enrollment for dues deductions shall be made upon submission of a signed authorized form to the Treasurer. Dues deduction authorization may be revoked by an employee during a ten (10) day period ending August 31. Dues deduction authorization not revoked during the ten (10) day notice of revocation shall be served upon the Treasurer and State Association Treasurer.

The Association and its members will hold harmless the Board and its members for any finding made against the Board for any deduction.

Beginning with the second pay in September, dues shall be deducted from the employee's pay in twenty (20) equal deductions.

The Board of Education agrees to payroll deduction for purposes of a credit union within the following parameters:

1. Deductions will be in equal amounts per pay.

2. Changes may be made by September 15th, November 15th, December I5th, March 15, and June 15, to be effective the first pay of the following month. The credit union will be open to all school employees.

3. Increments will be a minimum of $10.00.

4. Tax Sheltered Annuities
   a. Tax Shelter annuities shall be available.
   b. Enrollment shall be during the month of September and January.
   c. All employees that have an annuity through Swanton Schools beginning with the effective date of this contract will be guaranteed the right of choice of an annuity carrier that is on the approved list.

18.6 Uniform Jacket

A. All new employees will receive a uniform jacket upon being hired (one in the first fall/winter and one in the next spring/summer). The Board of Education will be responsible for the purchasing and distribution of the jackets.

B. Employees shall be offered reimbursement up to $70 with proof of receipt to purchase pre-agreed upon outerwear, boots and/or gloves once every contract cycle as determined by the Union President and Transportation Supervisor.

ARTICLE 19
NEGOTIATION PROCEDURE

19.1 Negotiating Teams

The Board, or the designated representative of the board, will meet with representative designated by the Association for the purpose of discussing and reaching agreements. All negotiations shall be conducted exclusively between said teams. The Board's negotiating team and the Association's negotiation team will be limited to a three (3) member limit. Neither party shall have control over the selection of the other party's team members as long as team members are employees or board members of the Swanton Local School District. While no final agreement shall be executed without ratification by the Association and adoption by the board, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

Consultants

The negotiating teams for the Board of Education and the Association Local # 618 shall be allowed one consultant to be present in each negotiation session. The consultant shall have the privilege of addressing the other negotiation team.

The expense of such consultants shall be borne by the party requesting or hiring them.

19.2 Exchange Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon request, all statistical information regularly and routinely made available for public inspection.

19.3 Request for Meeting

The Association shall submit a written request by February 1st to the Board requesting that negotiations be opened on or after March 1st of each year prior to the effective contract termination date of July 1. The Board shall reply within ten (10) working days of receipt of the Association request and a meeting date shall be mutually agreed to within thirty (30) working days.

Length of meeting and subsequent meetings shall be mutually agreed upon at the beginning of each collective bargaining session. Meetings shall be scheduled so as not to interfere with the normal work schedule of Employees. If meetings are requested by the Board during normal working hours the Employee will be paid his regular wages.
All meetings shall be held in Executive Session.

19.4 Submission of Issues

All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed by both parties.

19.5 Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy. The caucusing party shall advise the other party of approximate length of time required to caucus.

19.6 Protocol

No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

19.7 Item Agreement

As negotiated items are agreed upon, they shall be reduced in writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that specific item or issue, subject to finalization of the proposed negotiated package. Written notice of ratification by the membership of the Association shall be provided prior to formal acceptance of the negotiated agreement by the Board.

19.8 Agreement

When an agreement is reached through negotiations, the Association and the Board shall share the responsibility

of reducing final table agreements into a written contract. The Board will produce the original copy of the agreement. Said original shall be proofread by both parties to determine the accuracy of the transcript prior to signature and copying for distribution.

If the agreement is then in proper form, it shall be submitted to the Association and then to the Board for ratification and adoption.

When adopted by the official Board minutes as binding on both parties, said agreement shall be signed by the Board's and Association representatives.

The Association shall provide necessary copies for the bargaining unit and the Board. The Association and the Board shall split the cost.

19.9 Intent to Recommend

Prior to the negotiated Agreement being presented to the Association and to the Board, each member of both negotiating teams shall pledge to recommend adoption of the tentative agreement.

19.10 Disagreement

1. In the event an Agreement is not reached by negotiations after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse.

2. Impasse is whenever the parties have stopped talking to each other at the negotiating table or after many bargaining sessions have been held and the position of parties have solidified and the parties have become intransigent pertaining to unresolved negotiation issues.

3. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all the issues where agreement has not been reached by either party.

4. The parties shall jointly prepare a request for a mediator and direct such request to the Federal Mediation and Conciliation Service.

5. The assigned Mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties.

6. The mediator has the authority to recommend but not to bind either party to any agreements.

19.11 Interim Negotiations

This Article shall not operate to bar negotiations over any subject or matter which the Board and the Association mutually agree to negotiate.

ARTICLE 20
REGULATORY RELIEF

If any provision of this agreement or the application thereof is proven to be in conflict with any Federal, State, Local or Regulatory agency, the relief of the provision will be dictated by the regulatory Agency. In such case, the parties shall meet no later than twenty (20) working days after such finding for the purpose of re-negotiating or amending the provisions in effect.

ARTICLE 21
DURATION OF AGREEMENT

The terms and conditions of this Agreement are for economic and non-economic issues for the period of three (3) years, commencing July 1, 2016, and terminating June 30, 2019.

For the Board

By: Board President

Treasurer

Superintendent

Transportation Coordinator

3/16/16
Date

For the Association

By: OAPSE President

OAPSE Representative

OAPSE Representative

OAPSE Representative

3-16-16
Date

Addendum A

Field Trips for Overnight Stays

Field trips for overnight stays will be paid as follows:

Actual drive and wait time will be paid to drivers in addition to $150 for every night stayed in hotel.
Below is an example of a multiple night stay:

Day 1:	Leave Swanton at 8:00 a.m. (Monday) Arrive at destination at 12:30 p.m. (Monday) Spend night in hotel (Monday)
Day 2:	Spend another night in hotel (Tuesday night)
Day 3:	Drive home on third day (Wednesday) Leave at 3:00 p.m. (Wednesday) Arrive back in Swanton at 7:30 p.m. (Wednesday)
Payment:	First day paid actual drive time Monday from 8:00 a.m. to 12:30 p.m. at field trip rate for 4.5 hours First overnight: Monday $150 Second overnight: Tuesday $150 Last day paid actual drive time Wednesday 3:00 p.m. to 7:30 p.m. at field trip rate for 4.5 hours So pay would be $150 time 2 = $300 Plus 4.5 hours times 2 = 9 hours at field trip rate

Note: If bus driver transport during overnight days then they are paid actual travel and wait times.

For example, in the above scenario if a driver on Tuesday drove the team to a match and had to stay there then they would get paid travel time there, wait time there and travel time back in addition to the above.