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STATE EMPLOYMENT  
RELATIONS BOARD

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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**GAHANNA-JEFFERSON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**AND**

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

**Effective January 1, 2014**

**through**

**June 30, 2016**

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## **Article 1 - Recognition**

### 1.01 Definition of "Bargaining Unit"

The Gahanna-Jefferson City School District Board of Education (the "Board") recognizes the Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO and its Local 249 (the "Union") as the exclusive representative of all full-time and regular part-time bus drivers. The bargaining unit excludes certificated employees, the Superintendent, administrators, supervisors, confidential employees, management-level employees, substitute employees, unclassified employees, all other classified employees, and all other employees of the Board.

### 1.02 Other Definitions

1.021 The "Board" includes the Gahanna-Jefferson City School District Board of Education and all administrators and supervisors with authority to act on its behalf.

1.022 The word "day" shall mean calendar day unless otherwise indicated.

## **Article 2 - Negotiations**

2.01 Either party may request negotiations at the expiration of this Agreement by filing an appropriate notice to negotiate with the State Employment Relations Board and with the Board of Education no earlier than 90 days before the expiration of this Agreement and no later than 60 days before the expiration of this Agreement. If neither party files a timely notice to negotiate with SERB and with the Board of Education, this Agreement automatically shall be renewed for one year without further action by either or both parties.

2.02 The parties shall negotiate in good faith for no fewer than two and no more than four bargaining sessions. Upon mutual agreement, the parties may agree to additional meetings. At the first bargaining session, which shall be scheduled by mutual agreement, both parties shall present all of their proposals for negotiations, in full written detail. After this session, neither party may propose additional issues for negotiations. The Board and the Union shall be represented at all meetings by a negotiations team not to exceed five (5) members each. If the Parties agree to a negotiation meeting which takes place during the normal work day, all employees on the negotiating team scheduled to work during those hours

shall be paid their regular hourly rate for the portion of the work day consumed by the meeting.

- 2.03 If no agreement on a successor Agreement is reached by the expiration of the current Agreement, either party may request the assistance of a mediator appointed by the Federal Mediation and Conciliation Service. The mediator shall meet with the parties on at least one occasion but no more than three (3) occasions, as scheduled by the mediator, to see if the impasse may be resolved. Upon mutual agreement, the parties may agree to additional meetings. Such mediation session(s) must be held within the first thirty (30) days after the expiration of the current Agreement. If at the end of those thirty (30) days there is no successor agreement, then the Union may exercise its right to strike upon appropriate notice under O.R.C. §4117.14(D)(2), and/or the Board of Education may implement its last offer.
- 2.04 The Superintendent shall furnish the Union, and the Union will furnish to the Superintendent, upon reasonable request, all available public information in the usual form maintained pertinent to the issues under negotiations. Such information shall be submitted to the requesting party not later than seven (7) work days from the time of the request.
- 2.05 When consensus is reached on those matters being negotiated, the understanding of both parties shall be reduced to writing, signed, and submitted to the Union for ratification within fifteen (15) days. Within thirty (30) days from the time the Agreement is ratified by the Union, the Board shall take action upon the proposed contract.
- 2.06 This Article constitutes the parties' mutually agreed alternative dispute resolution procedure and supersedes the procedures set forth in O.R.C. §4117.14(C).

### **Article 3 - Relation to State Law**

- 3.01 Consistent with O.R.C. Chapter 4117, this Agreement governs the wages, hours and terms and conditions of employment of bargaining unit members. The employment relationship between employees in the bargaining unit and the Board shall be governed exclusively by the terms of this Agreement and not by the civil service laws of Ohio or ordinances or rules of the City of Gahanna or its civil service commission except to the extent that R.C. 4117.08(A) does not allow a collective bargaining agreement to supersede or replace state law with respect to civil service. If any provision of this Agreement is or becomes legally invalid, only that provision shall be negotiated to comply with law and the remainder of the Agreement shall remain in full force and effect.

#### **Article 4 - General Provisions**

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

#### **Article 5 - Management Rights**

- 5.01 The parties agree that only the written specific, express terms of this Agreement bind the Board of Education and the administration. Except as specifically and expressly provided in this written Agreement, the Board and the administration have full and complete unilateral authority to make decisions to change operations, including those affecting wages, hours, terms and conditions of employment of members of the bargaining unit and before such decisions are implemented the Union shall be notified of such decisions. Except as otherwise specifically and expressly agreed in this Agreement, the Board retains and reserves the right to:
- (1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

- (2) Direct, supervise, evaluate, or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take actions to carry out the mission of the public employer as a governmental unit.

Upon timely request from the Union, the Board shall negotiate in good faith about the effects on wages, hours, terms and other conditions of employment of management decisions.

5.02 The Superintendent retains the right to require an employee to submit to a physical and/or mental examination if the Superintendent has a good faith doubt of the employee's ability to perform the employee's job. The Board shall pay for the cost of the examination and the employee shall be examined by a medical or counseling professional of the Superintendent's choosing.

5.03 The parties acknowledge that it is the Board's right to contract out work which has been in the past or is now being performed by bargaining unit members. In the event the administration or Board of Education intends to consider the contracting out of student transportation to an independent contractor, the Superintendent first shall give the Union President and the OAPSE Field Representative written notice at least ninety (90) calendar days before final Board of Education action to contract with the independent contractor. The written notice to the Union President shall indicate the intention of the administration or Board of Education to contract out student transportation and shall contain a copy of any proposal that has been available from the independent contractor(s) to provide such service. During the fifteen (15) calendar days following the

Union's receipt of such notice, the Union may request to meet and confer with Board of Education representatives about the intended contracting out. If such a timely request is made, representatives of the Board of Education shall meet and confer with Union representatives about the contractor(s)' proposal and any proposals of the Union to perform the work in the bargaining unit on a more cost-effective basis.

- 5.04 The Board as a matter of administrative discretion may at the time of hire into the bargaining unit grant newly hired employees up to five (5) years' service credit on the wage schedule for prior experience as a school bus driver.

### **Article 6 - Union Rights**

- 6.01 The Local Union President, or his/her designated representative (including the OAPSE field representative), may be allowed to use school buildings to conduct meetings, provided that such use does not interfere with or interrupt normal school operations, and provided that building utilization procedures, including the utilization contract, are followed. The Union shall provide a copy of the contract for utilization to the Transportation Coordinator.
- 6.02 The Local Union President, or his/her designated representative, may transact official business pertaining to this bargaining unit on school property, provided that it does not interfere with or interrupt normal school operations.
- 6.03 The Union Members may use designated bulletin board space in the Bus Compound to post and remove notices of Union activities and matters of concern. Union representatives shall have access to such bulletin board space and the right to post and remove notices of Union activities and matters on such board. Any item may be posted unless the material contained is defamatory, obscene, partisan for political purposes, libelous, derogatory, or tends to impede or disrupt the normal operations of the District. Posting a notice of a legal strike in the Bus Compound shall not be deemed a violation of this provision.
- 6.04 Union Representatives shall have the right to place notices in bargaining unit members' mailboxes, provided the Board continues to use such a system. The elected officials of the Union shall be responsible for all materials as to quantity and content. The Union shall not use the system to distribute any materials that are defamatory, obscene, libelous, derogatory, or which tend to impede or disrupt the normal operations of the District. Distribution of a notice of a legal strike in the bargaining unit members' mailboxes shall not be deemed a violation of this provision.

- 6.05 Upon the Union President's written request, the Board shall provide an updated list of bargaining unit employees with seniority dates to the Union on a semi-annual basis.

### **Article 7 - Grievance Procedure**

- 7.01 "Grievance" is defined as a claim by a bargaining unit member or group of bargaining unit members (hereinafter called the "Grievant") that there has been a violation, misinterpretation, or misapplication of terms of this Agreement.
- 7.02 "Grievant" is defined as a bargaining unit employee, or any group of bargaining unit members.
- 7.03 "Days," as used in this procedure, shall be any day Monday through Friday, exclusive of school observed or federally recognized holidays.
- 7.04 The time limits provided in this Article may be extended by written agreement of the parties.
- 7.05 If an employee fails to file a written grievance by the stated deadline, then the grievance shall be considered waived.
- 7.06 A bargaining unit member may bring a grievance on behalf of himself and all other employees similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for all employees in the class. All persons who wish to be represented in the group grievance must sign the written grievance. If an employee is on approved leave when the group grievance is filed, the employee will have fifteen (15) days from return to active service to join the group grievance so long as the return to service is before the Union files its written request for arbitration. The Union may process a Grievance on behalf of the Bargaining Unit for any alleged complaint pertaining to rights, power, or authority granted by this Agreement to the Union.
- 7.07 A grievance may be withdrawn at any Level, but once withdrawn cannot be re-filed.
- 7.08 The administration shall schedule hearings held under this procedure at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. All notices of hearings, dispositions of grievances, written grievances, and appeals shall be in writing and hand delivered, placed in employee's mailbox, or mailed. If the administration schedules any meetings under this Article

during an employee's work hours, affected bargaining unit members will receive their regular salary for those times.

- 7.09 The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and processed as expeditiously as possible.
- 7.10 The administrator at any level may refer a grievance to a higher administrative level, in which case the second administrator's time to meet and respond shall be as though the referral is the filing of an appeal to the level of that administrator.
- 7.11 Any grievance not answered within the time limitations set forth in a particular level shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure, except Level 4 (Arbitration), which requires a specific written request by the Union to advance the grievance to arbitration.
- 7.12 In all levels of this procedure, the Grievant may have a Union representative at all hearings.
- 7.13 Level 1.  
An employee must file a written grievance, on the form attached to this Agreement as Appendix B, with the Transportation Coordinator within fifteen (15) days of the occurrence of the act or condition on which the grievance is based. The Transportation Coordinator shall meet with the grievant and respond to the grievance in writing within ten (10) days of the filing. With respect to matters affecting an employee's pay, the issuance of a paycheck shall be considered the "occurrence." Also, an "occurrence" with respect to suspension or termination is the date an employee receives written notice of the suspension or termination.
- 7.14 Level 2.  
If the grievant is not satisfied with the response at Level 1, the grievant may file a written appeal of the grievance to the Executive Director of Business Affairs within ten (10) days of the Level 1 response. The Executive Director of Business Affairs or designee shall meet with the grievant and provide a written response within ten (10) days of the filing.
- 7.15 Level 3.  
If the grievant is not satisfied with the response at Level 2, the grievant may file a written appeal of the grievance to the Superintendent within ten (10) days of the Level 2 response. The Superintendent or designee shall meet

with the grievant and provide a written response within fifteen (15) days of the filing.

7.16

Level 4.

If not satisfied with the written response from the Superintendent, the Union may within twenty (20) days after the Superintendent's response, submit the grievance to arbitration by giving written notice to the Superintendent. The Employer and the Union shall jointly request that the Federal Mediation and Conciliation Service (FMCS) provide a list of seven (7) American Arbitration Association arbitrators from which the Employer and the union shall attempt to select an arbitrator by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the list, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once. The arbitrator shall be requested to render a decision and award within thirty (30) calendar days following the hearing or submission of final briefs.

The decision of the arbitrator shall be final and binding upon the aggrieved person, the Union, and the Employer. The parties shall split the fees and expenses of the arbitrator.

The arbitrator shall not have the authority to add to, subtract from, or modify any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion. He/she shall not limit or interfere with the powers, duties and responsibilities of the Board under Article 5 of this Agreement, applicable law, and state and federal regulations having the force and effect of law.

**Article 8 - Labor-Management Committee**

8.01

In an effort to solve problems before they become formal grievances, the Board agrees to establish a Labor-Management Committee consisting of representatives of both OAPSE and the Board. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this

Agreement informed of changes and developments caused by conditions other than covered by this Agreement, and to confer over potential problems in an effort to keep such matters from becoming major in scope. The representatives for the Union and the Board shall be no more than three (3) in number, one of which cannot be the Union field representative or Board attorney. The Committee shall meet no more than four (4) times per school year at the request of either party. Participation shall be voluntary, off the clock, and no additional expense to the Board.

- 8.02 Annually if agreed, the Labor-Management Committee will arrange for training in Labor-Management Committee issues procedure from the FMCS, so long as such training may be provided without cost to the Board. More employees and administrators may attend the training session than are on the Labor-Management Committee.

#### **Article 9 - Criminal Record Check**

- 9.01 The parties acknowledge that R.C. §3319.39 requires the Board of Education to release from employment someone who has been hired subject to the condition that he or she have a clean record on a criminal records check. If the records check on such person discloses a conviction or guilty plea which disqualifies, the person from employment, the following procedure shall be followed:
- A. Upon receipt of the report from the Bureau of Criminal Identification and Investigation, the Superintendent or designee shall give the person and Union President a copy of the report and written notice of the Superintendent's intention to release the employee from employment pursuant to R.C. §3319.39.
  - B. The Superintendent shall hold a conference promptly with the person who is subject to an adverse criminal records check and a Union representative and provide that person with an opportunity to challenge, explain, or rebut the criminal record report as the basis for required release from employment under the law.
  - C. The Superintendent then shall determine whether the statute requires release of the employee and shall notify him of the Superintendent's decision in writing. The Superintendent's notice shall contain the effective date of the release, and the release shall become effective at the time specified by the Superintendent.

- 9.02 This article is the exclusive procedure for release of a bargaining unit member from employment because of an adverse criminal records check in accordance with R.C. §3319.39. The bargaining unit member's release shall not be subject to any other provision of law or this collective bargaining agreement with respect to the dismissal, non-renewal, or termination of employees. The release of an employee pursuant to this article is not subject to the grievance procedure.

**Article 10 - Bus Driver Physical Examination/Substance Abuse Testing**

10.01 Physical Examination

The required annual bus driver physical examination shall be paid by the Board. The examination shall be made by a competent physician selected by the Board.

10.02 Substance Abuse Testing

The Board may take such steps as reasonably necessary to comply with any alcohol and controlled substances testing requirements and any other requirements imposed by the U.S. Department of Transportation's regulations promulgated under the Omnibus Transportation Employee Testing Act of 1991 with respect to Employees required to have a commercial driver's license. The Board shall provide a copy of any new policies or proposed changes in existing policy to the OAPSE Union Local No. 249 President prior to implementation.

**Article 11 - Maintenance of Commercial Driver's License**

- 11.01 If a driver cannot maintain a Commercial Driver's License (CDL) due to a retesting requirement and his/her failure to pass or take the retest, he/she will be placed on an unpaid leave of absence until such time he/she obtains a license, or for a maximum of seventy-five (75) calendar days, whichever is less. Upon obtaining such license as required, the employee will be returned to an active driving assignment (same number of hours). The employment of an employee who does not obtain renewal of the required license prior to the expiration of an unpaid leave of absence granted pursuant to this section will be terminated.

**Article 12 - Personnel Files**

12.01 Inspection of File

Any bargaining unit member shall have the right to inspect his personnel file upon reasonable request and in the presence of an

appropriate administrator or designee, and to obtain a copy or copies of such material at the employee's expense. No anonymous complaint shall be placed in an employee's personnel file.

12.02 Attachment to File

Any bargaining unit member shall have the right to attach a statement to any derogatory item or discipline action of any nature that is placed in their personnel file.

12.03 Removal of Accident Report

Upon request of the bus driver, an accident report (when driver is at fault) and any resulting disciplinary action will not be used by the Board in subsequent disciplinary action if: (1) the damage (to bus, other vehicle, or other property) does not exceed \$5,000; (2) there were no injuries requiring medical attention; (3) there have been no intervening accidents which are documented during the last four years; and (4) the incident was at least four years ago.

12.04 Performance Evaluation

No evaluation of a unit member shall be placed in any personnel file without an opportunity for discussion between the unit member and the evaluator. Evaluations shall be done by supervisor(s) or coordinator(s).

12.041 Under appropriate circumstances, a negative evaluation shall include recommendations for improvements. The unit member shall have the right to review an evaluation and obtain a copy in accordance with this Article.

12.042 Newly employed bus drivers shall be evaluated on at least a yearly basis for the first three (3) years of employment. After such period evaluations shall be done at least every three (3) years, after notice to the Union President if the evaluation is done more often than once every three (3) years.

**Article 13 - Probation, Suspension, and Termination**

13.01 Each newly hired employee shall serve a probationary period equal to the number of regular workdays in a school year for that position as a regular employee in the bus driver classification. The Superintendent may remove a probationary employee from employment at any time upon written notice to the employee stating the effective time and date of the removal. Each new hire shall have an orientation meeting/instruction

session with the Transportation Coordinator/designee with a union representative present.

- 13.02 Once an employee is retained beyond the probationary period, the Superintendent may suspend the employee without pay or impose a working suspension for up to twenty (20) work days or terminate the employee for unsatisfactory performance or misconduct such as dishonesty, incompetence, immorality, neglect of duty, insubordination, violation of a written rule of the Board or administration, being a bad insurance risk because of the number of points on his or her license (resulting in greater insurance cost or uninsurability), failure to maintain an effective license for the type of vehicle to which he or she is assigned, discourteous treatment of a member of the public, a parent, a student, an administrator, or fellow employee, and/or any other acts or omissions which constitute misfeasance, malfeasance, or nonfeasance. Discipline generally shall be progressive in nature, except when the seriousness of the offense warrants termination (e.g., but not limited to, theft, assaulting a person, intentional damage to property, etc.) without regard to the prior disciplinary record of the employee.
- 13.03 Before a non-probationary employee is suspended without pay or given a working suspension or terminated, the Superintendent or his designee shall hold a pre-disciplinary informal hearing at which the employee will be informed of the Superintendent's or designee's intended action, a summary of the grounds upon which such action would be based, and a summary of the evidence in support of the intended action. The employee shall have the right to Union representation at the conference. The employee may then respond to, refute, deny, or otherwise challenge the charges. At the close of or after the informal hearing, the Superintendent or designee shall determine what action, if any, is appropriate, and shall notify the employee and Union president in writing of his decision and its effective date and time. He shall provide such notice by hand delivery or certified mail within thirty (30) calendar days after the hearing unless another time frame is agreed to by the parties.
- 13.04 The employee may file a grievance about his or her suspension without pay, working suspension, or termination within fifteen (15) business days of receipt of the Superintendent's notice of action.
- 13.05 An employee has the right to union representation upon the employee's request at any investigatory interview conducted by management that the employee reasonably believes could lead to any employee's discipline or discharge. The conference will not be delayed more than one (1) school day if the representative is not immediately available.

- 13.06 After five (5) years with no intervening disciplinary actions, an employee may request the Superintendent remove a record of written discipline from the employee's file. If the Superintendent agrees, he/she shall remove the document from the employee's file.

#### **Article 14 - Transportation**

14.01 Equipment

The Transportation Coordinator shall be responsible for determining what equipment, in addition to any required by state law, shall be carried on buses. Bus drivers shall be issued the appropriate items. In addition, the Transportation Coordinator will make available in the bus compound to all bus drivers, as needed, supplies for drivers to complete cleaning and maintenance responsibilities associated with the buses, including ice scrapers, heavy duty squeegees, Deicer, rubber gloves, window cleaner, brooms, paper towels, permanently installed atomic clock in the compound, and a gate opener to be provided to each individual driver for any field trip / route scheduled outside regular Gahanna Jefferson school hours. Except in an emergency, such telephones can be used only for official school business. For special needs buses, fire blankets, and a place to secure fire blankets such as a pouch or compartment shall be provided.

14.02 Repairs and Maintenance

Bus drivers must request necessary repairs and adjustments for their buses by using the form provided in the transportation office. Bus drivers shall file the original request form with the Transportation Coordinator. The Coordinator shall return a copy to the bus driver. Each bus driver must maintain a file of the driver's repair request forms for the current school year and make them available to the administration upon request. The District will provide a file cabinet for storage of reports. A copy of the completed work order with the repairs noted shall be given to the driver within five (5) day of the repair completion.

Emergency exit drills will be conducted for students to the extent required by OAC 3301-83-15.

#### **Article 15 - Bus Compound**

- 15.01 The Board shall take reasonable steps necessary for the safety of Board personnel who use the transportation department bus compound. This will include snow and ice removal, maintenance and adequate lighting in the

facilities during non-daylight hours and taking those steps reasonable and necessary to ensure that after-hours access to the transportation facilities is limited to authorized personnel.

- 15.02 The Board will take those steps reasonable and necessary to ensure that bus driver radio calls are monitored during regular route times.

### **Article 16 - Workplace Injuries**

- 16.01 If an employee is injured in the course of employment, the employee shall complete an occupational injury and illness form and file the completed form within one (1) work day of the incident with the Transportation Coordinator. If the employee is unable to complete the form due to the injury, he or she must file the form as soon as he or she is able to do so. The Transportation Coordinator will make the illness/injury form available in the bus compound.
- 16.02 If an employee files a claim for workers' compensation benefits, the employee shall file a copy of the claim form with the Transportation Coordinator at the same time.

### **Article 17 - Seniority**

17.01 Overall Seniority

Seniority or "overall seniority" means continuous length of employment in the bargaining unit, determined as follows:

- A. Date employee started to work in a bargaining unit position. This date will be considered the employee's date of hire.
- B. Date employment is acted upon by the Board as reflected in the Board's minutes.
- C. Lowest last four digits of the employee's social security number (lowest number is highest seniority).

17.02 Kindergarten Seniority:

Kindergarten seniority is defined as continuous service while in the bargaining unit as a regular kindergarten driver.

Kindergarten substitute seniority is defined as continuous service while in the bargaining unit as a substitute kindergarten driver.

Auxiliary kindergarten substitute seniority is defined as continuous service while in the bargaining unit as an auxiliary kindergarten substitute.

17.03 Special Needs Seniority:  
Special Needs route seniority is defined as continuous service while in the bargaining unit as a regular special needs driver.

Special needs substitute seniority is defined as continuous service while in the bargaining unit as a substitute special needs driver.

17.04 Preschool/Work Program:  
Preschool/Work Program route seniority is defined as continuous service while in the bargaining unit as a regular preschool/work program driver.

Preschool/work program substitute seniority is defined as continuous service while in the bargaining unit as a substitute preschool/work program driver. *This will be in accordance with Section 21.09.*

17.05 Seniority Broken

Seniority is not broken by approved leaves of absence or layoff during the period of recall rights but is broken by resignation, termination, retirement, or any other separation from employment. However, employees that are on layoff shall not continue to accrue seniority while in layoff status. Seniority shall be broken if an employee voluntarily moves from the substitute list to the "route" list (as described in 17.02-17.04) or vice versa.

**Article 18 - Days and Hours of Employment/Reduction of Force**

18.01 The Superintendent shall provide written notice at least twenty-one (21) days prior to Board action to each affected employee by certified mail if the Superintendent has determined to change the number of workdays or number of hours of employment for an employee. The Superintendent's written notice shall include the effective date and time of the change.

18.02 If the Superintendent determines that it is necessary to reduce the number of employees, he shall lay off the least senior employee and provide the employee(s) with written notice as provided in Section 18.01 above. The number of bargaining unit employees reduced shall be kept to a minimum by not employing replacements insofar as practical of bus drivers who resign, retire, or otherwise separate from employment.

18.021 For the purposes of only a kindergarten special needs, and/or preschool/work program layoff, the bus drivers with the least route seniority (as described in 17.02-17.04) shall be laid off first from

kindergarten, special needs, and/or preschool/work program routes.

- 18.022 For the purposes of only a reduction affecting morning and afternoon runs on regularly assigned routes, bus drivers with the least overall seniority shall be laid off first.
- 18.023 If there is a reduction affecting both kindergarten routes and regularly assigned morning and afternoon runs, the drivers with the least overall seniority first shall be laid off from the regularly assigned morning and afternoon runs. If there are still kindergarten reductions that must be made after the regular route reductions, the kindergarten drivers with the least kindergarten seniority shall be laid off.
- 18.024 At least twenty-one (21) days before Board action to lay off bargaining unit employees, the Superintendent or designee shall post in the bus compound a list of names, seniority dates, and employees to be laid off. Employees shall have five (5) days in which to file with the Superintendent a written challenge to the posted seniority dates. The Superintendent and Union President shall then meet to discuss and attempt to resolve disputes over seniority.
- 18.03 A laid off employee shall have a right to be recalled, according to seniority, to a vacancy in the route from which the employee was laid off (e.g., regular route, kindergarten, special needs, or preschool/work program) for two years after the effective date of his or her layoff, so long as (1) the fleet insurer has no concern about the employee's points, if any, on the employee's record; (2) the employee has maintained a valid and appropriate license to drive the type of vehicle which is available; and (3) either (a) the employee has substituted thirty (30) days, or a proportionate part of the school year, or (b) the employee passes an evaluation conducted by the Transportation Coordinator.
- 18.04 An employee must provide the Board with two (2) weeks' written notice of intent to resign from his or her position.

#### **Article 19 - Kindergarten Routes**

- 19.01 The current practice of paying drivers 1.5 hours per day for kindergarten and pre-school routes shall continue so long as kindergarten (and pre-school) remain scheduled as they are in the 2012-2013 school year.

- 19.02 All drivers driving kindergarten routes shall remain as kindergarten drivers. If a driver wishes to be removed from this position, he or she must notify the Transportation Coordinator in writing.
- 19.03 Those drivers interested in kindergarten routes must apply for substitute kindergarten driving. A driver who makes his or her desires known each year at the bus drivers' meeting prior to the opening of school will be placed on the substitute kindergarten list according to the amount of time continuously spent on the list. A driver making his desires known after the drivers' meeting prior to the opening of school will be added to the bottom of the list according to the date that the individual made a written request to be added to the list.
- 19.04 The driver who has substituted the longest shall become eligible for the next full-time kindergarten opening. If there are two or more drivers who have been on the list for the same period of time, the most senior driver shall be given the kindergarten opening, with seniority determined in accordance with Article 17. However, no driver may bid on a new or vacant full-time kindergarten route until the driver has actually driven such a route as a substitute on Kindergarten Substitute List #1.
- 19.05 If a driver has substituted and taken his or her name off the list and then decides to substitute again, his or her name will be placed on the bottom of the list and his or her seniority on that list shall begin again. If a driver is offered a kindergarten route and declines the offer, it will be offered to the next driver on the list and the declining driver will retain his or her seniority on the list. The declining driver's actions will be notated on the list. However, if a driver is offered and declines a kindergarten route more than once, the route will be offered to the next driver on the list and the declining driver's name will be moved to the bottom of the list.

The Board shall maintain the list with the names and dates of placement. A copy of the list shall be provided to the Union within two weeks after the annual "Drivers meeting" and within two weeks of any change thereafter.

#### **Article 20 - Kindergarten Substitutes**

- 20.01 The kindergarten substitute list shall be used when making substitute assignments for kindergarten routes. Any driver who signs up to be added to the kindergarten substitute list shall ride one route with a regular kindergarten driver before becoming eligible to drive a kindergarten route. This driver will be compensated for up to one and one-half (1-1/2) hours at his/her regular hourly rate of pay for this training. Additional riding by employees on the kindergarten substitute list with regular kindergarten driver(s) to learn routes may be required by the Transportation Coordinator

at his or her discretion for up to one and one-half (1-1/2) hours at the employee's regular rate of pay for each different route required to be learned.

20.02 This list shall be used on a continuous rotating seniority basis just as the field trip list. However, if there is no bargaining unit driver from the list available to cover a kindergarten substitution assignment, kindergarten assignments will take precedence over field trips. The first driver who declined the kindergarten substitution because of a field trip will be assigned to the kindergarten substitution. Any kindergarten substitute driver who gives up a field trip in order to do kindergarten substitution will be treated as though the field trip was cancelled. Once an advance commitment has been made by a driver to substitute on a kindergarten route, it must be honored.

20.03 Kindergarten substitution for more than one continuous day shall be considered as one assignment with the driver filling in continuously, provided after substituting on that route for at least five consecutive school days the driver has no break in substitution other than paid personal leave, sick leave, assault leave or court-related leave pursuant to Article 30. A driver replacing the driver taking any such leave (i.e., the substitute for the "continuous" substitute) shall not be considered a continuous substitute.

20.04 Regular kindergarten drivers must keep up-to-date accurate route sheets for use by substitutes and the Transportation Coordinator or his/her assistant.

20.05 Kindergarten Substitute List

The Kindergarten Substitute List sign-up period shall be for one (1) week beginning the day of the driver's meeting. The second sign-up period will begin the first Monday after winter break and remain open for one week, taking effect the first Wednesday in February. A driver may sign up for either the Kindergarten Substitute List #1 or the Auxiliary Kindergarten Substitute List #2, but not both.

20.051 Kindergarten Substitute List #1 will be any driver interested in obtaining a contract permanent kindergarten position. It will remain in the same seniority order as it currently is with any new driver added to the bottom of the list. It will follow all the same criteria as listed in the Contract. The drivers on this list will be required to give up a field trip if there aren't any drivers available on the Auxiliary Kindergarten List #2. However, before a driver on the Kindergarten List #1 is asked to give up a field trip, a reasonable attempt to ask

drivers on the auxiliary list will be made. The criteria listed in the Contract under Kindergarten Routes (Article 19) and Kindergarten substitutes (Article 20) shall remain.

20.052 The Auxiliary Kindergarten Substitute List #2 will be a list in order of seniority (17.02) that management can use if none of the drivers on the Kindergarten Substitute List (List #1) are available to drive. Drivers on the Auxiliary Kindergarten Substitute List will not be in line to receive a contract Kindergarten route and they will not have to give up their field trips. They will have to meet the eligibility requirements as set forth in the Contract.

20.053 If management cannot get a driver from either the Kindergarten Substitute List #1 or the Auxiliary Kindergarten Substitute List #2 to cover the kindergarten opening then management may use any available driver or the assistant supervisor to cover the opening.

### **Article 21 - Special Needs and Pre-School/Work Program**

#### **SPECIAL NEEDS SUBSTITUTES**

21.01 Members of the bargaining unit are eligible to be substitute for a special needs route if: (1) he or she has completed all of the in-service training offered by Gahanna-Jefferson Schools in transporting special needs students; and (2) they have ridden a special needs route with a current driver.

For such driving and training, the employee shall be paid up to four (4) hours at his or her regular rate of pay. Any bargaining unit member may elect to receive training by Gahanna-Jefferson Schools in transporting special needs students. After training, the Transportation Coordinator will designate in writing those drivers who are deemed qualified to serve as substitutes for special needs routes and special needs field trips. The transportation coordinator will designate in writing the qualified individual(s) who are designated as substitute(s) for special needs routes. If a driver is not designated to be a substitute, a supervisor or administrator will inform the driver whether the decision was based on the driver's inability to perform the essential functions, temperament, tardiness/absenteeism, or other reason(s). Employees must sign up to substitute for a special needs route at the driver orientation meeting before school starts. The employer shall continue the current practice of utilizing a rotating substitute list.

Special Needs substitution for more than one continuous day shall be considered as one assignment with the driver filling in continuously.

provided after substituting on that route for at least five consecutive school days the driver has no break in substitution other than paid personal leave, sick leave, assault leave or court-related leave pursuant to Article 30. A driver replacing the driver taking any such leave (i.e., the substitute for the "continuous" substitute) shall not be considered a continuous substitute.

- 21.02 If a substitute is required for a special needs route, the substitution for a special needs route will take precedence over a field trip. Any special needs driver who gives up a field trip in order to do special needs route substitution will be treated as though the field trip was cancelled.
- 21.03 Regular special needs route drivers shall keep up-to-date accurate route sheets for use by substitute special needs drivers and the Transportation Coordinator and/or his or her assistant.
- 21.04 The bus driver must serve for at least one (1) year as a regular driver in order to be eligible to be placed on the Special needs Route Sub List. The special needs substitute list sign-up period shall be one (1) week beginning the day of the driver's meeting. The second sign-up period will begin the first Monday after winter break and remain open for one week, taking effect the first Wednesday in February.
- 21.05 If a driver has substituted and taken his/her name off the list and then decides to substitute again, his/her name will be placed at the bottom of the list and his or her seniority on that list shall begin again.

#### **SPECIAL NEEDS ROUTES**

- 21.06 Special needs routes shall be established and posted by at least the annual in-service meeting and shall be bid as soon as possible, but no later than five (5) days after the in-service meeting.

New special needs drivers to fill any vacancy shall be chosen from the special needs sub list, meeting the criteria established by management.

A special needs substitute driver must first ride one route with a regular special needs driver before becoming eligible to drive a special needs route. This substitute driver will be compensated for the amount of hours that he/she rode on the route for this training.

Appointed special needs route drivers shall have first preference to bid on special needs routes by seniority in accordance with Section 25.03.

Special needs routes will be designed with a goal of reasonably equitable distribution of students. The parties agree that many variables will affect the design of special needs routes, including, but not limited to, individual needs of students, geography, time and transportation equipment.

The special needs sub list and the special needs driver appointment seniority list shall be posted.

If a driver is offered a special needs route and declines the offer, it will be offered to the next driver on the list and the declining driver will retain his/her seniority on the list. The declining driver's actions will be notated on the list. However, if a driver is offered and declines a special needs route more than once, the route will be offered to the next driver on the list and the declining driver's name will be moved to the bottom of the list.

If the District intends to add hours to a special needs route between the start of the school year and the October Board Meeting, the Transportation Coordinator shall discuss the added hours with the affected driver(s) prior to submitting the hours for Board approval. The Transportation Coordinator also will inform the affected driver(s) if hours are added to a driver's route after the October Board Meeting.

#### **PRE-SCHOOL/WORK PROGRAM ROUTES**

- 21.07 The current practice of paying drivers 1.5 hours per day for preschool/work program routes shall continue so long as the preschool/ work program routes remain scheduled as they were in the 2010-11 school year.
- 21.08 All drivers who are currently driving preschool/work program routes shall remain as preschool/work program drivers. If a driver wishes to be removed from this position, he or she must notify the Transportation Coordinator in writing.
- 21.09 A preschool/work program substitute list shall be maintained on a continuous rotation by seniority of those drivers who currently have a special needs route but do not have a preschool/work program route. When a substitute is needed to fill a preschool/work program route, it shall be filled from this list. If no driver on this list is available, a substitute will be drawn from the special needs substitute list.
- 21.10 The driver with the most special needs route seniority shall be eligible for the next pre-school/work program route opening. If there are two or more drivers who have the same amount of Seniority then the most senior driver will be determined in accordance with Article 17 (Seniority).

- 21.11 If a driver is offered a pre-school/work program route and declines the offer, it will be offered to the next driver on the special needs driver appointed seniority list and the declining driver will retain his/ her seniority on the list. The declining driver's actions will be notated on the list. However, if a driver is offered and declines a pre-school/work program route more than once, the route will be offered to the next driver on the list and the declining driver's name will be moved to the bottom of the list.

### **Article 22 - Field Trips**

- 22.01 A field trip shall be defined as any transportation assignment which is scheduled through a trip request form from the building Principal, department head, teacher, coach, Athletic Director or group advisor which requires driving outside or inside the District.

- 22.011 Map directions for the field trip will be provided to drivers to the extent required by Ohio law.

- 22.02 All field trips shall be posted in an easily accessible location and divided into twelve (12) categories for the purpose of assignment rotation as follows:

1. Day Trip - Trip scheduled to begin and end between 9:00 a.m. and 2:00 p.m.
2. Extended Day Trip - Trip which conflicts with regular route hours scheduled for a.m. route, p.m. route, or both. An extended day trip of five or more hours (e.g., Cedar Point, Kent State, Bowling Green) will be offered to regular bus driver(s) and a substitute driver will be assigned to run that portion of the regular driver's route which conflicts with the extended day trip. Trips to destinations in Franklin County. The Board may treat trips to destinations within Franklin County as "extended day trips" and not some other category of field trip.

Notwithstanding anything to the contrary in this Agreement, if a driver has accepted an extended day trip but is needed to drive a special needs or a kindergarten route, the route shall

take priority. The driver shall drive the route and accept a cancellation that shall be treated as a cancellation prior to reporting for the trip.

3. Evening Trip
  - Trip scheduled to begin no earlier than 4:00 p.m.
4. Weekend
  - Trip which occurs on a Saturday / Sunday.
5. Holiday Trip
  - For purposes of this section, Holiday shall include the entire Holiday season (including all days we are out of school for the holiday, not just the holiday.) All days that school is not in session, trips shall be taken off the holiday list including the weekends. The holiday list shall run from midnight the last day of school before a holiday to midnight the evening before returning back to work after the holiday. Holiday or any day during the regular school year on which Gahanna-Jefferson Schools are not in session with students. Holiday trip includes a field trip which involves transportation of students (public, private or parochial) on days on which no school is in session for Gahanna-Jefferson City School District. This does not include regular private/parochial routes that run when Gahanna-Jefferson City School District is not in session; drivers of these regular private/parochial routes will be paid at the driver's regular rate. Emergency trips on holidays will be taken from this list.
6. Day Emergency Trip
  - A day trip approved after the last day of school prior to the Monday posting, or a previously assigned trip that has been refused for any reason during

the week (Monday through Friday) in which the trip is scheduled to depart.

7. Evening/Weekend  
Emergency Trip  
A trip approved after the last day of school prior to the Monday posting, or a previously assigned trip that has been refused for any reason during the week in which the trip is scheduled to depart. An evening trip is one scheduled to begin no earlier than 4:00 p.m. A weekend trip is one scheduled to depart on Saturday or Sunday.
8. Overnight Trip  
- Any trip scheduled for overnight. All new hires or those current drivers who add their name at a later date to the Overnight Trip list will be required to "skip" one rotation prior to taking their first overnight field trip.
9. Summer Trip  
- A summer trip is any trip between the last day that students are in attendance for the school year and the first day that students are in attendance for the next school year. Emergency summer trips shall be taken from this list.
10. Special Needs Trip -  
Trips that require a driver who has qualified as a special needs driver.
11. Non-public School Routes  
When regular route drivers are unable or unavailable to drive the non-public school portion of their route on days when the Gahanna-Jefferson schools are closed, drivers from this list shall be requested to drive this portion of the route and shall be paid their regular rate of pay. The mid-day kindergarten routes on these days will also be subject to this procedure. The rotation of this list shall continuously rotate from year to year.

12. Summer School Routes Routes that involve students enrolled in Summer School that require transportation. Drivers shall be paid their regular rate of pay for these duties. Drivers shall have the opportunity for an assignment of one week of driving. The rotation shall continuously rotate from year to year.

22.03 It is understood that the following rules and regulations apply to all field trip lists:

1. All field trips shall be assigned based upon a seniority rotation list. This list shall be established on a voluntary basis and the bus driver's seniority shall be used.
2. A trip rotation list shall be maintained for each category of field trip on an annual basis except for the overnight trip list and extended day trips, which shall be on a continuous rotation. Any driver wanting to remove his/her name from a list shall notify the Transportation Coordinator in writing of his/her desire. If the driver wants his/her name returned to a list, the driver shall notify the Transportation Coordinator in writing of his/ her desire. The driver's name will be added to the bottom of the list, and copies of the request given to the Union President.
  - a. Field trips in each category (except overnight trip and extended day trips) shall be assigned on a continuous rotating basis by seniority.
  - b. Any driver added to the overnight trip list or any driver who is removed from the overnight trip list and desires to be placed on the overnight trip list again shall be added to the bottom of the overnight trip list; provided; however, if two or more drivers sign up on the same day or during the same sign-up period, their placement on the overnight trip list among themselves shall be by seniority.
  - c. Bus drivers will be eligible to sign up for rotation lists during two (2) designated sign-up periods during the school year. The first sign-up period will be open for one (1) week, which shall begin with the drivers' pre-service meeting at the beginning of each school year. The second sign-up period will begin the

first Monday after winter break and remain open for one week, taking effect the first Wednesday in February.

In instances where a trip does not fit the definition of a Summer Trip and the rotation lists for the school year (beginning with the drivers' pre-service meeting at the beginning of each school year) have not been finalized, the Transportation Supervisor or designee will begin with the most senior driver on the Seniority List and give drivers the opportunity to drive these trips in order of seniority until all of the trips are filled and the rotation lists are completed and in effect for the coming year.

Each bus driver wishing to be placed on one (1) or more of the rotation lists shall so designate in writing to the Transportation Coordinator during the designated sign-up periods.

- d. New bus drivers hired after the sign-up periods and employees returning from an approved leave of absence after the designated sign-up period may have their names added to the end of the list(s).
- e. The Transportation Coordinator shall compile the rotation list for each field trip category in order of seniority. A copy of each list shall be posted in an easily accessible place.
- f. All field trips, other than emergency trips, will be posted on the Monday of the week preceding the week of departure by 1:00 p.m. and a copy placed in each eligible driver's mailbox by the end of workday on Tuesday. The posting notice shall include the approximate length of time for the field trip. The posting notice shall be displayed in an easily accessible place.
- g. A field trip assignment meeting will be held on each Wednesday to assign field trips posted on the previous Monday. If a particular Wednesday is not a work day, the field trip assignment meeting shall be rescheduled. The meeting will commence at 9:05 a.m. Attendance at the field trip assignment meeting shall be voluntary and drivers shall not be paid extra for attending. Any driver unable to attend the field trip assignment meeting due to an approved leave (Dr. appointment, sick leave, personal leave, etc.) or if a driver is already on a field trip or has other employment that

conflicts with the time of the meeting, shall be able to give a written proxy, with a reason stated for the submission of a proxy, for field trip selection to the OAPSE Local President or the President's designee. All decisions of the OAPSE Local President or designee concerning casting of proxies shall be final.

- h. Field trips available at each assignment meeting will be assigned by category in order of seniority on a rotating basis. The bus driver who is the first driver in the rotation of a particular field trip category shall select a trip from those available in that category. The bus driver who is next in the rotation shall pick from the remaining trips available in that category. The selection and assignment shall continue until the available trips for each category have been assigned. The Transportation Coordinator may assign any field trip not selected to the least senior regular driver(s) available or to a substitute(s).
  - i. The Transportation Coordinator will post the selected and assigned trips by 1:00 p.m. of the next work day following the field trip assignment meeting.
  - j. Bus drivers will receive a minimum of two (2) hours for each field trip.
  - k. When regular routes and non-Gahanna-Jefferson school routes are not running, a driver may only select multiple trips on the same day if there are at least four (4) hours between the trips.
3. If a bus driver does not accept a field trip assignment, this shall be considered a refusal for the purpose of rotation only. Once a driver has refused a trip he/she will not be offered the same trip a second time.
4. If an emergency field trip becomes available it will be time stamped when received and it shall be offered directly to the next driver in rotation on the emergency trip list. If more than one trip is received on the same day (unless the District must fill immediately), the drivers contacted will, by seniority, have their choice of the available trips. If the attempt to fill the trip with that driver is unsuccessful, (*i.e.*, driver refused trip or cannot be reached), the trip will then be offered to the second driver in rotation on the emergency trip list. The Transportation Coordinator will make a reasonable attempt to

continue to follow the list until a driver is found and will note attempts on the trip list. If the trip is still not filled, any driver on the emergency trip list may be offered the trip until filled.

5. Anytime a field trip assignment is cancelled and the bus driver(s) is(are) notified prior to reporting, the driver(s) shall be placed at the top of the appropriate field trip list and shall have the first bid at the next field trip meeting. After being placed at the top of the appropriate field trip list a driver shall remain at the top of this list until there is a trip that the driver's regular route allows him/her to take the trip. When the start time of a field trip is delayed/rescheduled for five (5) or more hours (on the same day) the employee shall have the option to take the trip or to go to the top of the appropriate list as described in this section.
6. If a field trip is cancelled and the bus driver(s) is(are) not notified and reports, the driver(s) shall receive two (2) hours' pay. If more than one (1) bus is dispatched on a field trip assignment and less than the number dispatched is used, the most senior bus driver(s) shall have the option to drive the field trip assignment. The bus driver(s) whose trip is cancelled shall return to the bus garage and shall be paid the two (2) hour minimum. If more than one (1) bus is cancelled prior to the trip, the most senior driver shall have the option to drive or take the cancellation.
7. Drivers who accept a field trip assignment shall be paid at the field trip hourly rate with a minimum of two hours pay for each field trip assignment; provided, however, the bus driver who loses any portion of a regular run by selection of a field trip assignment will be paid at his/her regular hourly rate for those hours of the field trip assignment that conflict with the regular run, and then will be paid the field trip hourly rate for the remaining hours of the field trip assignment. Except as provided in paragraph eleven (11) below, payment for field trip assignments shall begin from the scheduled departure time; pre-trip inspection and travel time to the departure site are considered to be within the field trip rate except as follows: a driver shall be paid an additional one-quarter ( $\frac{1}{4}$ ) hour for pre-trip inspection if the driver has not already driven the particular bus on the same day; and a driver shall be paid an additional one-quarter ( $\frac{1}{4}$ ) hour travel time where all of the following conditions are met: (a) the trip is not a "weekend field trip"; (b) actual work time for the trip on that day exceeds two (2) hours; and (c) the driver is required to drive the bus from the bus compound to the departure point. The hourly rate shall be as follows: \$15.75 effective January 1, 2014, and \$15.91 effective with the 2014-15 school year.

8. The Board will pay for a room for the driver on overnight field trips. If there is more than one driver of the same sex, the Board may require two drivers of the same sex to share a room on overnight field trips.
9. To be eligible for a selected/assigned field trip, the driver must work his/her regularly scheduled shift assignment immediately prior to the start of the field trip unless the driver is scheduled off for personal reasons such as a funeral or other family emergencies beyond the driver's control as determined by the Transportation Coordinator. This limitation shall exclude, weekend and/or holiday field trips, but does not apply to evening and midday trips. The Board may make exceptions to this limitation based on staffing needs.
10. Use of School Vans

School vans shall only be used for extra-curricular and field trips that are transporting nine (9) or fewer students, for out-of-state trips where school buses cannot be used, for trips when buses are not available, or in these situations where more than one (1) van has been used previously: 1) out-of-town ice hockey tournaments, 2) track and field throwers, and 3) cross country (separate boys and girls teams, JV/Varsity).
11. Weekend Field Trips

Thirty (30) minutes at the field trip rate shall be added to each weekend field trip for pre-tripping, fueling, and driving to pick up the students, and cleaning the bus after the field trip.
12. Charter Bus

When a bus driver accepts a field trip assignment, a charter bus is also scheduled for the same trip, and the charter bus is used rather than the school bus, the bus driver who accepted the field trip assignment shall be paid four (4) hours' field trip pay.
13. In cases where the hours of a trip are reduced by two (2) or more hours after it has been bid at the weekly trip meeting but before the departure of the trip, the driver shall be compensated at one-half (.5) the amount of hours difference at the appropriate field trip rate of pay. In other words, if a trip is bid for six (6) hours but it is reduced the day before it is scheduled to depart by two (2) hours, the driver

will receive one (1) hour's pay at the appropriate field trip rate of pay (6-4=2, 2/2=1 hour).

### **Article 23 - Vacancies**

- 23.01 A job vacancy occurs due to a transfer, retirement, resignation, termination, or death of an employee, or creation of a new route or scheduled leave of absence, excluding sick leave, not to exceed one school year.
- 23.02 Before filling a job vacancy, the administration shall post a vacancy notice. The vacancy notice shall be posted in a designated open area in the transportation facility accessible to all transportation personnel and shall contain the relevant route information and the deadline (hour and day) for a submission of a written request. Job postings shall include route time; beginning and ending times in a.m./p.m.; school shuttles; area and schools being serviced; the inclusion of such information in the posting shall not be a guarantee of the specific information, which may change from time to time as the administration determines to be warranted. The job vacancy shall be posted for seven (7) calendar days. A copy of the vacancy notice shall also be given to the Union's Local President.
- 23.03 The Superintendent or designee shall determine whether a vacancy exists and whether and when to fill a vacancy; provided, however, that a substitute or several substitutes may not be used to permanently fill a vacancy. Notwithstanding anything to the contrary in this Agreement, the Superintendent or designee may create fractional positions. These fractional positions shall be paid a minimum of 2.25 hours per day (or an annualized total of 452.75). They shall have access to all field trip and substitute lists in the same manner as other employees. If they are requested to work additional work (such as substituting for other drivers but not including field trips) they will be paid at their regularly contracted rate of pay. The Board shall be limited to two (2) fractional positions at any given time. If a full time vacancy occurs it shall be posted and bid as outlined in Section 23.04 below. However, before the Board offers a full schedule position to a permanent substitute, the employee with a fractional position shall be offered the full schedule vacancy if any.
- 23.04 The administration shall, after the required posting and waiting period above, promptly award the position to the most senior bidder. If an existing driver successfully bids on a route posted under this Article, the route that that driver leaves will be posted and bid under this Article. Thereafter, if an existing driver successfully bids on this second vacated route, the route that driver leaves will not be bid and posted, but may be filled by the administration in its discretion.

## **Article 24 – Calamity Days**

- 24.01 The Board of Education shall comply with R.C. 3319.081 (G) (“all employees shall be paid for all time lost when the schools in which they are employed are closed owing to an epidemic or other public calamity”).
- 24.02 In an effort to notify unit members of closings and delays, a telephone calling system shall be instituted yearly by the administration to be used in the event of inclement weather. The Transportation Coordinator will designate three (3) bus drivers at the beginning of the year that she will notify as soon as a calamity day decision is made to initiate the calling system. This system shall be used instead of Infonet.
- 24.03 When a delay due to weather or other public calamity has been determined after an employee's scheduled departure time, the employee will be compensated for this time worked if he/she puts this on a time sheet.
- 24.04 The District shall develop a plan of action that will go into effect on days that students are released early from classes due to weather or other public calamity. This plan will be shared with the drivers.

## **Article 25 – Route Bidding**

- 25.01 Routes will be bid in every even numbered year prior to the beginning of the school year in August. If a redistricting occurs, routes also will be bid prior to the beginning of the school year in August. Routes will be grouped into four categories: special needs, kindergarten, pre-school/work program, and standard.
- Seven days prior to the Drivers' Meeting, all routes shall be established and posted. On the day of the Drivers' Meeting a time schedule for bidding, for the following day, will be posted, in which all the routes shall be bid. Bidding will be scheduled in 10-minute increments starting at 8:00 a.m. A driver who is unavailable to bid at the beginning of his/her scheduled bid time and does not grant permission in writing to another driver or supervisor to bid for him or her, shall lose his or her bidding position and go to the bottom of the list. If this should occur, these drivers shall bid immediately after the bidding of all other regular drivers has occurred.
- 25.02 All routes will be posted within the four categories with the following information: estimated length of time to complete route; start time, both in the a.m. and p.m.; schools being serviced, including all shuttles associated with each route; time route is to be completed, both in the

a.m. and p.m.; bus number; any other information deemed necessary by the administration. Inclusion of such information in the posting will not be a guarantee of the specific information for any particular length of time. The specifics may change as deemed warranted by the administration. Before making a change to the routes, the Transportation Supervisor/designee shall ride the route and may offer suggestions before changing the route.

25.03 All four categories will be bid separately, using driver seniority as established by hire dates of each category (for example, standard routes by overall driver seniority as defined in Section 17.01; special needs, preschool/work program and kindergarten routes by seniority as defined in Sections 17.02, .03 and .04). Any ties for seniority based on hire or appointed dates will be broken by the use of the drivers' social security number, using the last four digits to break the tie (that is, the lowest number will be the most senior). The current preschool route drivers will have priority in bidding on preschool routes; if there is a preschool route vacancy not bid on by either of the current preschool drivers, the route will go to the most senior kindergarten driver who has been qualified for a special needs route through training.

25.04 If a driver who has been classified as a special needs, preschool/work program, kindergarten or standard driver wishes to be removed from any of these lists, he or she must notify the transportation coordinator in writing.

If such a driver wishes to have his/her name replaced on any of these lists, the driver must notify the Transportation Coordinator in writing. His/her name will be added to the bottom of the appropriate list.

#### **Article 26 - Occupational Safety and Health**

26.01 The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. §4167.10 until the following process has been completely exhausted:

A. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the Transportation Coordinator within two (2) work days of the occurrence of the alleged violation. The Coordinator shall provide a response within two (2) work days of receipt of the complaint.

- B. If the Transportation Coordinator does not resolve the alleged violation to the employee's satisfaction, the employee or Union may file a written complaint with the Executive Director of Business Affairs within five (5) work days of the response. If the Transportation Coordinator does not respond within the two (2) work days, then the employee or Union may file their written appeal. The Executive Director of Business Affairs shall meet with the employee or Union representative within twenty-one (21) calendar days in an attempt to resolve the alleged violation. Within ten (10) calendar days after the conference, the Executive Director of Business Affairs shall provide his written response to the alleged violation.
- C. After using this process, if the employee or Union is not satisfied with the administration's response, the employee or Union may file a complaint with the appropriate administrative agency.

### **Article 27 - Special Leave**

#### 27.01 Paid Leave

27.011 Employees shall be entitled to have up to three (3) days of absence each school year due to personal reasons. An employee must submit the request to the Transportation Coordinator at least three (3) work days before the requested leave (e.g., must submit request by Tuesday to have Friday off). Leave for personal reasons shall be granted on a first-come, first-serve basis unless the operational needs of the District require the employee to work that particular day and, except in an emergency, shall not be available on the day immediately preceding or immediately after a school vacation or holiday, or the first or last student attendance days of the school year. No more than two (2) employees may use special leave on the same day, unless waived by the Superintendent or designee for a specific reason that is compelling and unusual in the Superintendent's/designee's discretion. In all instances, unless the written request is submitted at least three (3) working days before the requested day, special leave shall be granted only if an emergency can be documented to the satisfaction of the Superintendent, which approval shall not be unreasonably withheld. Special leave shall be used in one-half and one day increments, except that bus drivers having a kindergarten run shall be permitted to use special leave in one-third (1/3), two-thirds (2/3), and full one (1) day increments.

27.012 A new employee who starts by January 1 shall have two days of special leave; a new employee who starts between January 1 and

February 28 or 29 shall have one day of special leave; and a new employee who starts on or after March 1 shall have no special leave days for the remainder of that school year.

27.013 An employee shall be paid for his or her regular number of Board-approved hours (not time sheet hours) at the field trip rate for each day not used in a school year under Section 27.011 above (one, two or three days). Such payment shall be made by July 25 of that school year.

27.02 Unpaid Leave

27.021 No employee may use short-term unpaid leave (five (5) days or less) without the prior written approval of the Superintendent, who retains sole discretion to grant or deny the employee's request.

27.022 A. Upon a written request for leave exceeding five (5) days, the Board of Education may grant an unpaid leave of absence for a period of not more than two (2) consecutive years for education, professional, or other purposes, and shall grant such leave where illness or other disability is the reason for the request.

B. Upon the return of the unit member from an unpaid leave, the returning member shall be assigned a route with the same or similar hours.

C. The employee shall not receive credit for time on an unpaid leave for salary schedule purposes. Effective July 1, 2008, an employee must be in paid status a minimum of 120 days per contract year to qualify for advancement on the salary schedule.

27.03 Employees may request paid professional leave for school or school activity-related reasons. The Superintendent retains sole discretion to grant or deny the employee's request.

27.04 This Article is in lieu of and replaces R.C. 3319.13 and 3319.142.

**Article 28 - Sick Leave**

28.01 Each employee shall earn one and one-quarter (1.25) days of sick leave for each month in which the employee is in paid status for a majority of the employee's workdays in the month. Sick leave may accumulate up to 290 days.

- 28.02 An employee may use sick leave for illness, injury, pregnancy, or exposure to contagious disease, occurring to the employee, his or her immediate family. As used in this Section, "immediate family" in case of illness or injury shall be defined as parents, spouses, children, siblings, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, a permanent resident in the Employee's home, or any other person not mentioned if approved by the Superintendent. The Superintendent will not disapprove a request for sick leave under this provision to care for a grandchild while hospitalized or if the need for such care is certified by a physician and a parent of the child or other adult family member is unavailable to provide such care; a parent will not be deemed unavailable by reason of the parent having his/her own employment.
- 28.03 If there is a good faith suspicion of sick leave abuse, the Superintendent may require the employee to be examined by a physician designated and paid by the Board of Education to justify use of sick leave or continuation of its use or to return to work.
- 28.04 In the case of death of the employee's immediate family as used in this Section, "immediate family" in case of death shall be defined as parents, spouses, children, siblings, grandchildren, grandparents, aunts, uncles, nieces, nephews, in-laws, a permanent resident in the Employee's home, or any other person not mentioned, if approved by the Superintendent. The number of days allowed in the case of a parent, spouse, child, or sibling will be considered case-by-case; in all other instances, the maximum allowance shall be three (3) days per occurrence, unless otherwise approved by the Superintendent based on extraordinary circumstances.
- 28.05 Sick leave shall be used in one-half and one day increments, except that bus drivers having a kindergarten run shall be permitted to use sick leave in one-third (1/3), two-thirds (2/3), and full one (1) day increments.
- 28.06 Bus drivers will report anticipated absence taken under the sick leave provision of this Agreement as soon as possible to the Transportation Coordinator. Absence due to illness on a regular workday which has not been previously reported to the Transportation Coordinator will be reported to the Transportation Coordinator by 5:15 a.m. on the day of absence, if possible. The Transportation Coordinator shall be responsible for securing a substitute bus driver.
- 28.07 Newly hired employees who have no accumulated sick leave shall be entitled to an advancement of five (5) days sick leave, if needed, which

shall be charged against the sick leave subsequently accumulated under this Section.

28.08 Employees who have exhausted their sick leave are entitled to an advancement of up to five (5) days sick leave, if needed and requested, which shall be charged against sick leave subsequently accumulated under this Section. The maximum number of days advanced shall not exceed the number the employee could accumulate by June 30 of that school year. Advanced sick leave may be used only if prior approval is granted by the Superintendent.

### **Article 29 - Assault Leave**

29.01 "Assault" means the causing of physical harm to an employee by any person when such employee charges such person with an offense prohibited by Title 29 of the Ohio Revised Code.

29.02 Any employee who is absent due to physical injuries resulting from an assault received in the course of, and arising out of such employee's employment, may use assault leave in lieu of sick leave upon approval by the Superintendent subject only to the limitations prescribed in this section:

- a. The employee's conduct was within the bounds of generally accepted standards of professional conduct;
- b. The building, or other appropriate administrator, was notified of the incident as soon as possible following its occurrence;
- c. The unit member submits to the Superintendent a form prescribed by the Board justifying the use of assault leave; and
- d. The unit member provides a physician's statement describing the nature and duration of the physical disability resulting from the assault and the necessity of absence from regular employment.

29.03 The total number of days of paid leave provided under this section shall not exceed ten (10).

29.04 Payment under this section of this Agreement shall constitute the employee's entire compensation from the Board during the period of physical disability covered by this section and shall be in lieu of any payments under Chapter 4123 of the Revised Code. After the employee exhausts Assault Leave, he or she may use his or her accumulated sick leave or workers' compensation benefits, if applicable, during the remaining period in which the employee is unable to resume work.

- 29.05 The employment of any employee who falsifies his/her signed statement or a physician's certificate may be terminated.

**Article 30 - Employment-Related Court Appearances/Jury Duty**

30.01 Compulsory Court Appearances

A leave of absence, with pay, will be granted to an employee subpoenaed to appear in court for legal proceedings directly related to his/her Board employment. However, no employee shall be paid for an appearance in court when that employee has an interest in the outcome of the proceeding and that interest is adverse to the Board or administration. The employee must provide a copy of the subpoena and a receipt for any fees and expenses.

30.02 Jury Duty

The Board shall pay an employee called for jury duty his/her regular rate of pay. The employee may also retain all compensation and expenses received for serving as a juror. Each employee serving as a juror shall communicate daily with the Transportation Coordinator concerning the likely termination of the duty. The employee must provide a copy of the jury summons and record of attendance.

**Article 31 - Military Leave**

31.01 Paid Military Leave

An employee called for field training or active duty in the Ohio National Guard or the reserve components of the United States Armed Forces shall be entitled to paid leave in accordance with Section 5923.05 of the Ohio Revised Code. The leave in this paragraph shall not apply when the service or training in this paragraph has been requested by the employee and is not at the sole request and for the sole convenience of the federal or state government.

31.02 Unpaid Military Leave

- 31.021 In accordance with Section 3319.14 of the Ohio Revised Code, military leave of absence, without pay, shall be granted to any regular employee who shall be inducted, called to active duty, or who enlists for military duty with any branch of the Armed Forces of the United States.

- 31.022 Any employee whose service in the District has been interrupted by active duty service in the Armed Forces shall be reemployed in accordance with the provisions of Section 3319.14 of the Revised Code.

### **Article 32 - Union Leave**

- 32.01 In addition to all other leaves provided in this Agreement, two bargaining unit employees may take paid Union leave for up to three (3) days each during each school year to attend the annual conventions of the Union. Requests for leave shall be made at least two (2) weeks in advance and will be granted so long as adequate substitute coverage is anticipated.

### **Article 33 - Pay Options and Payroll Deductions**

- 33.01 Pay Periods:

- 33.011 Each employee shall have twenty-four (24) pay periods per year in accordance with regulations established by the Treasurer of the Board. Field trip pay would be paid on the 10th and 25th of the month for trip during the nearest pay period. For example: for field trips driven between February 25 and March 10 payment shall be made no later than March 25; for field trips between March 11 and March 24, payment shall be made no later than April 10. By May 1, each employee may change his/her choice for the succeeding year by filing a written change request on prescribed form with the Treasurer. If no timely change is filed, the same choice shall remain in effect. Once an option is selected, no change can be made for the year. The Transportation Coordinator or designee will provide bus drivers with a copy of payroll documents submitted to the Treasurer for payment.
- 33.012 When a pay date falls on Saturday or Sunday, paychecks shall be issued the preceding Friday. If a pay date falls on a holiday, paychecks shall be issued on the preceding weekday. During the school term, checks shall be made available no later than 3:00 p.m. of the appropriate day.
- 33.013 If an error of \$50 or more occurs on an employee's paycheck, a corrected check must be issued as soon as possible and in any event within three (3) business days subject to the work schedule of the classified payroll secretary; otherwise the error will be corrected on the next payday.

33.02 Direct Deposit:

Employees shall have direct deposit of their payroll checks at financial institutions having direct deposit agreements with the Board which are satisfactory to the Treasurer and involve no cost to the Board.

33.03 Payroll Deductions:

Employees may authorize in writing payroll deductions for tax sheltered annuities and a credit union in accordance with regulations established by the Treasurer and O.R.C. Sections 9.43 and 9.91.

33.04 Dues Deductions:

33.041 A Union member may have membership dues deducted on a regular basis upon presentation of a signed authorization form. The authorization form, provided by the Union, may be completed at any time during the work year.

33.042 Dues deduction authorization shall remain in force until such time as the employee gives written notice to the Treasurer, and to the OAPSE State Office, during a fifteen (15) day period beginning August 10 and ending August 25 during the final year of the contract, to discontinue such authorization, or until employment with the Board terminates. Any withdrawal of membership shall be in writing, executed and delivered during the revocation period to the OAPSE State Office.

33.043 Deductions shall be made in approximately equal installments from the employee's regular paychecks, beginning with the month of September for the remainder of paychecks in that school year's pay cycle (through August). Any employee terminating his employment, or whose employment with the district is terminated, shall have the dues for the month in which such termination is effective deducted from the final paycheck, to the extent that such funds are available.

33.044 Unless revoked, a written authorization will continue in effect from year to year unless revoked under Section 33.042 above.

33.045 The proceeds from regular payroll deductions shall be forwarded to the OAPSE State Treasurer.

33.046 The responsibility for any refund to an employee for dues deducted rests solely with the Union. The Union agrees to reimburse any

member for the amount of any dues deducted by the Board and paid to the Union whenever such deduction is in excess of the proper deduction.

33.047 The Union will defend and hold the Board and administrators harmless against any and all claims by employees for damages, refunds of dues, or any other claim related in any way to deduction of Union dues.

33.048 PEOPLE Deduction

The Board shall deduct from the wages of any employee who authorizes in writing such deduction a payment to PEOPLE (Public Employees Organized to Promote Legislative Equality), the Union's political action committee, provided that any such written authorization by an employee may be revoked by the employee at any time by giving written notice to both the Board's Treasurer and the OAPSE State Treasurer. The Board agrees to remit any deductions made pursuant to this provision promptly to the Union via separate check than that for Union Dues/Fair Share Fee deductions along 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.

33.05 Fair Share Fee

33.051 Sixty (60) days following the beginning of employment all employees in the bargaining unit who are not members of the Union shall pay to the Union a fair share fee or pay, in lieu of the fair share fee, an amount of money equal to the fair share fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code mutually agreed upon by employee and Union. An employee desiring to pay the amount to a charitable fund in lieu of the fair share fee to the Union must give written notice to the Treasurer of the Board and to the Treasurer of the Ohio Association of Public School Employees within thirty (30) calendar days of the expiration of the sixty (60)-day grace period in which the employee is exempt from the fair share fee requirement. If an employee who is a member of the Union discontinues dues authorization by August 25 of a school year, that employee has thirty (30) calendar days from August 25 to give such written notice of his or her selection of a charitable fund in lieu of fair share fee payment to the Union, and any employee who is making the payment to a charitable fund in lieu of the fair share fee to the

Union may change the designation of the charitable fund to which the payment is made in the thirty (30) calendar day period beginning August 25 of any school year.

- 33.052 The Union and the Board agree that employees shall have broad discretion with respect to the charitable funds to which they may pay an amount in lieu of the fair share fee, and that both parties will meet and confer at the request of either party to discuss creative or new alternatives for the charitable fund contribution in lieu of the fair share fee.
- 33.053 A bargaining unit member who is not a member of the Union on January 18, 2000 shall be exempt from this Section 33.05 for so long as that employee remains a nonmember of the Union.
- 33.054 The Union will defend and hold the Board and administrators harmless against any and all claims by employees for damages, refunds of fees or amounts paid, or any other claim related in any way to operation of this Section 33.05.

#### **Article 34 - School Employees Retirement System**

##### **34.01 SERS Pickup Utilizing the Earnings Reduction Method:**

The Board shall designate each employee's mandatory contributions to the School Employees Retirement System of Ohio as "picked up" by the Board as contemplated by the Internal Revenue Service revenue 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 contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average earnings, provided that no employee's total earnings is increased by such "pickup", nor is the Board's total contribution to the School Employees Retirement System increased thereby.

- 34.02 The pickup percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The pickup shall apply to all compensation thereafter.
- 34.03 The Parties agree that, should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties

agree to return, without penalty, to the former method of employee/employer contributions.

- 34.04 Payment for sick leave, personal leave, and severance, including unemployment and worker's compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days scheduled to work).
- 34.05 It is understood that it is the responsibility of each individual employee to make necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with the IRS laws and regulations.
- 34.06 The Board is not liable nor will it be held responsible for any related legal, IRS, SERS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- 34.07 The Union agrees to indemnify and save the Board harmless against any and all claims that shall arise out of or by reason of any action taken by the Board in compliance with provisions of this article.

#### **Article 35 - Holidays**

- 35.01 The following days are paid holidays for bargaining unit members:
- New Year's Day
  - Martin Luther King Day
  - Presidents' Day
  - Good Friday
  - Christmas Day
  - Memorial Day
  - Labor Day
  - Thanksgiving
- 35.02 An employee must actually work his or her full scheduled work shift and perform all assigned duties on the last work day before the holiday and the first work day after the holiday in order to be paid for the holiday, except for sick leave absence and approved paid leave. (Example: In order to be paid for Presidents' Day, the employee must work his or her entire scheduled time and perform all assigned duties on the Friday before Presidents' Day and the Tuesday after Presidents' Day.)
- 35.03 An employee shall be paid for holidays based upon the Board-approved regular hours for that employee, with holiday pay being adjusted retroactively to the beginning of the school year for special needs drivers. For example, a bus driver who has Board-approved regular hours of four

and one-half hours per day shall be paid four and one-half hours' pay for the holiday. If an employee's regular work hours pursuant to this Agreement or other Board action is more hours, for example, seven or eight hours per day, then that employee shall receive holiday pay for such greater regular number of hours.

### **Article 36 - Insurance**

- 36.01 The Board shall provide group insurance benefit coverage for health, dental, and life insurance which meets or exceeds the coverage in effect generally for classified employees of the Board of Education.
- 36.011 The Board shall pay the full cost of group term life insurance for each full schedule bargaining unit member in the amount of \$29,000.
- 36.012 The Board shall pay the full amount of the dental insurance benefits premium for each full schedule bargaining unit employee and family.
- 36.013 The Board shall continue to contribute toward the cost of health benefits coverage for full schedule bus drivers as follows:
- a. Ninety percent (90%) for single coverage.
  - b. Fifty-five percent (55%) for family coverage.
- 36.02 A Union-designated employee from the bargaining unit shall be a member of any District-wide committee on health insurance.
- 36.03 "Full schedule" bargaining unit members means those employed for at least four and one-half (4.5) hours daily based upon Board-approved regular hours for that employee. Fractional positions for less than those hours shall entitle the driver to a Board contribution proportional to a full schedule driver (e.g., a 2.25 hour driver shall be entitled to one-half the Board's contribution for a full schedule driver). If the Board reduces an employee from a full-time schedule to a fractional position, the Board shall continue to contribute to the employee's health insurance as though the employee has a full schedule for six (6) months or for the remainder of the current September through August pay cycle, whichever is longer.
- 36.04 The Board of Education and Employees will have a premium holiday for January 2014 such that the Board and the Employees will not pay their contributions for the cost of the medical plan for that month.

36.05 Effective July 1, 2015, the Board and the Association agree to limit the recommended funding levels to hold the insurance growth to nine percent (9%) or less annually and both parties agree they will work to reduce the rate of growth as much as possible. Through the work of the Insurance Committee, the Board and Association will annually construct benefit packages that meet the needs of the employees and meet this target of a maximum of nine percent (9%) growth in the cost. The Board and Association agree that if any changes are needed in the Insurance benefits to achieve this goal, those changes must be mutually agreed upon by the parties.

### **Article 37 - Severance Pay**

37.01 Upon an employee's retirement from service with the Board, if the employee has had at least ten years' service immediately prior to retirement with the Board, the employee's accumulated sick leave shall be converted to severance pay at the value of one-fourth, by taking the total number of accumulated sick leave days (up to a maximum of 260 days) multiplied by .25 multiplied by the employee's regular number of work hours per day in the most recent school year multiplied by the employee's regular hourly rate. Such payment shall be made at the employee's rate of pay on his or her last work day. No more than one payment of severance pay shall be made to an employee, and such payment shall extinguish all unused but accrued sick leave to the employee's credit. The severance payment shall be made within sixty (60) calendar days after the Treasurer receives written confirmation that the employee has begun receiving service retirement or disability benefits.

### **Article 38 - Paid Time**

38.01 a. Pay Schedule

Drivers shall be paid for their regular work hours in accordance with the Hourly Rate Schedule attached hereto as Appendix A. The 2013-14 school year pay shall be one and one-half percent (1.5%) higher than the pay in effect for the 2012-13 school year. The 2014-15 school year pay shall be one percent (1.0%) higher than the pay in effect for the 2013-14 school year and shall remain in effect for the 2015-16 school year. Each driver shall receive regular hourly pay of at least 4.50 hours per scheduled workday.

b. Recognition Pay

Because the District earned a grade of A on the Indicators Met on the State Report Card for the 2012-13 school year, all employees who actually worked at least one hundred twenty (120) days during the 2012-2013 school year will receive a stipend of one hundred and eighty dollars (\$180) in the second pay in January 2014.

If the District earns a grade of A on the Indicators Met on the State Report Card for the 2013-2014 school year, then all employees who actually worked at least one hundred and twenty (120) days during the 2013-2014 school year will receive a stipend of ninety dollars (\$90) in the second pay after the report card is released.

If the District earns a grade of A on the Indicators Met on the State Report Card for the 2014-2015 school year, then all employees who actually worked at least one hundred and twenty (120) days during the 2014-2015 school year will receive a stipend of ninety dollars (\$90) in the second pay after the report card is released.

38.02 Time for routes shall be verified by the driver and Superintendent's designee within the first thirty (30) school days of the school year, upon the driver notifying the Transportation Coordinator that actual driving time exceeds 4.25 hours daily.

38.03 In addition to running their regular routes, the bus drivers' minimum paid hours as set forth in Section 38.01 above include the following tasks:

T-1 Reports

Daily bus cleaning

Attendance at workshops as described below

Obtaining abstracts

Attendance at physical examinations

Time spent on random drug testing

Preparation of maintenance records

Maintaining route sheets

Maintaining student roster lists (Student lists shall be provided at least ten (10) calendar days before the first student attendance day.)

Pre-trip inspection

Fueling

Conferences with administrators or parents about student discipline on buses

Making reasonable efforts to make contact before the school year starts with the parent/guardian of each kindergarten and pre-school child assigned to any run or route of the driver, whether a.m., mid-day or p.m.

Making a dry run of the routes/runs the driver will be driving before the school year begins by bus or personal vehicle (no mileage reimbursement).

38.04 In case of accident and near-miss drug testing, the testing and time in travel to and from testing will be treated as "Meetings and Conferences" under Section 38.05. If the total time for Meetings and Conferences for a school year exceeds 58 hours for a driver, the driver shall be paid minimum wage for time over 58 hours.

38.05 The following is an itemization of the minimum hours' regular pay which a bargaining unit member would receive if he or she worked an entire school year. Column A lists the hours once the 4.50 minimum regular hours is in effect:

	<u>Column A</u>
Regular Route Hours	810
Meetings and Conferences	58
Workshops	6.0
Holidays	36
Total Regular Work Hours	910
Fractional Total Regular Work Hours	455

38.06 Mandatory monthly driver meetings shall be scheduled for a time that will not interfere with drivers' regular route times and shall be attended by all employees. In advance of an absence from the meeting, the employee will make alternative arrangements to get the information by agreement with the Transportation Supervisor or the absence will be docked. These meetings will be scheduled for the entire year, in order for employees to make arrangements to try and attend the(se) meeting(s).

### **Article 39 – Professional Development**

39.01 The Board will reimburse bus drivers for CDL renewals taking effect on or after January 1, 2005.

39.02 The Board shall pay for the cost of approved re-certification training.

39.03 Upon approval of the Transportation Supervisor/Coordinator of Special Services, a bus driver may attend advanced training to be a bus driver trainer, and the Board will pay for the cost of the advanced training course.

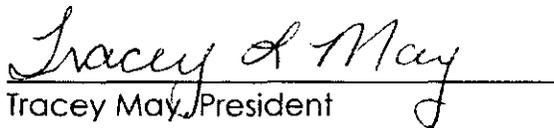
**Article 40 Duration**

40.01 This Agreement shall become effective January 1, 2014 and shall continue in full force and effect until June 30, 2016.

Signed on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ after ratification by the Union and approval by the Board of Education.

OAPSE/AFSCME Local 4,  
AFL-CIO and Local 249

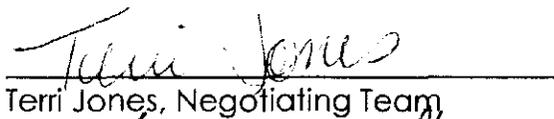
Gahanna-Jefferson City School  
District Board of Education

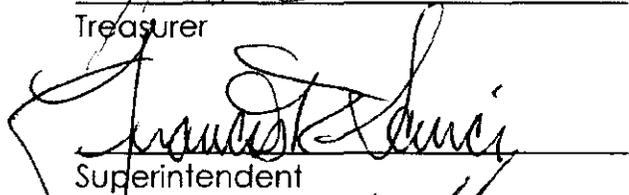
  
Tracey May, President

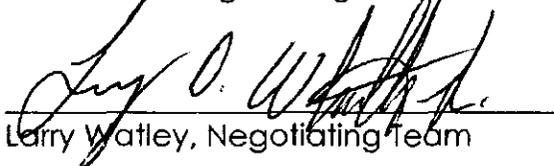
  
President

  
Lynn Maynard, Vice President

  
Treasurer

  
Terri Jones, Negotiating Team

  
Superintendent

  
Larry Watley, Negotiating Team

  
Business Manager

  
Jim Gollings, Regional Director, OAPSE

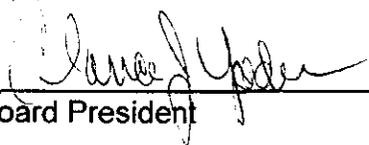
R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR CONTRACT

The Gahanna Jefferson City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and The Ohio Association of Public School Employees, effective from January 1, 2014 through June 30, 2016.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Superintendent

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

**Appendix A**  
**Hourly Wages for Bus Driver**

<u>Years of Experience</u>	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>
0	\$17.89	\$18.07	\$18.07
1	\$17.89	\$18.07	\$18.07
2	\$17.89	\$18.07	\$18.07
3	\$18.41	\$18.60	\$18.60
4	\$18.92	\$19.11	\$19.11
5	\$19.43	\$19.62	\$19.62
6	\$19.93	\$20.13	\$20.13
7	\$20.44	\$20.65	\$20.65
8	\$20.94	\$21.15	\$21.15
9	\$21.46	\$21.67	\$21.67
10	\$21.94	\$22.16	\$22.16
12	\$22.46	\$22.69	\$22.69
14	\$22.97	\$23.20	\$23.20
16	\$23.46	\$23.69	\$23.69
18	\$23.98	\$24.22	\$24.22
22	\$24.25	\$24.49	\$24.49

All hours documented on time sheets shall be paid bi-weekly.

**APPENDIX B**  
**OAPSE Local 249**

**Grievance Form (Article 7)**

Name of Employee \_\_\_\_\_

Classification \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

**STATEMENT OF GRIEVANCE:**

Date of Occurrence: \_\_\_\_\_

List applicable violation(s) with the section(s) of agreement allegedly violated:

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

Adjustment or Remedy Sought:

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

Date: \_\_\_\_\_ Signature of Grievant \_\_\_\_\_  
(or list affected employees)

Date Presented to Management : \_\_\_\_\_

Signature of Management: \_\_\_\_\_ Title: \_\_\_\_\_

Disposition of Grievance:

Section 7.13

Level 1 hearing date: \_\_\_\_\_ Level 1 Response: \_\_\_\_\_

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Signature of Management \_\_\_\_\_ Date: \_\_\_\_\_

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Date Appeal Filed: \_\_\_\_\_ Acknowledgement of Receipt: \_\_\_\_\_

Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Section 7.14

Level 2 hearing date: \_\_\_\_\_ Level 2 Response: \_\_\_\_\_

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Signature of Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_

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Date Appeal Filed: \_\_\_\_\_ Acknowledgement of Receipt: \_\_\_\_\_

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Section 7.15

Level 3 hearing date: \_\_\_\_\_ Level 3 Response: \_\_\_\_\_

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Signature of Superintendent or Designee:

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

Section 7.16  
Appeal to Arbitration/Mediation

Date Appeal Filed: \_\_\_\_\_

Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgement of Receipt by Superintendent or Designee:

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