



CONTRACT

BETWEEN THE

O.A.P.S.E. LOCAL 428

AND

**PLAIN LOCAL
BOARD OF EDUCATION**

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ARTICLE I

**RECOGNITION AGREEMENT
OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES LOCAL 428
PLAIN LOCAL BUS DRIVERS
AND SCHOOL BUS AIDES**

1. The Plain Local School District recognizes the Ohio Association of Public School Employees and its Local 428 AFSCME-AFL-CIO as the sole and exclusive representative for all full and part time bus drivers, security guards, mechanics and school bus aides employed under Contract, or on Leave, except substitutes and those employees excluded under 4117.01(c) 1-14 ORC.
2. The Local shall be granted the following sole and exclusive organizational rights:
 - a. To use school buildings for meetings as per existing Board policy.
 - b. To place Local communications in the mailboxes provided for each member.
 - c. To use the inter-school mail for Local communications.
3. Either the Local or the Board may initiate negotiations by letter of submission forwarded to the other party no less than (60) days prior to the expiration date of the existing agreement. Within fifteen (15) days of transmittal of said submitted letter, the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more

than six (6) representatives unless a mutual agreement of a larger number is determined.

This agreement shall not prevent an individual or a group of individuals from presenting his/her or their views to the Board and/or the Superintendent.

4. All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the parties.
5. The Board and Local or their designee(s) shall meet in good faith dealing with one another openly and fairly in a sincere effort to reach agreement. Discussion of issues shall continue for the purpose of developing counter proposals and avoiding impasse.
6. If an agreement is not reached within forty-five (45) days prior to the expiration of the Contract either party may declare impasse. Under declaration of impasse by either party or parties, they shall request the use of mediation in efforts to reach an acceptable settlement. The parties shall request that a mediator be appointed by Federal Mediation and Conciliation Services whose rules and regulations shall govern the mediation. In the event there are expenses occurred in securing and utilizing, such cost shall be shared by the Union and the Board, for services of the mediator.

ARTICLE II

BOARD OF EDUCATION RIGHTS

The Board of Education shall have the right to exercise all prerogatives and functions of the school and/or the Board except where these prerogatives or functions are specifically limited or restricted by the terms of this agreement.

The Board may employ an applicant conditionally until the results of a criminal records check have been completed. If the results of the criminal record check indicated that the individual has been found guilty or pleaded guilty to any of the offenses listed in R.C. 3319.31, the individual will be automatically terminated without proceedings found elsewhere within this document.

ARTICLE III

INDIVIDUAL RIGHTS

Both parties to this Contract agree:

1. The Board of Education and O.A.P.S.E. shall not discriminate with regard to race, color, religion, sex, national origin, ancestry, or marital status.
2. Members of the classified staff have the right to participate in professional and civic organizations for their personal benefit and interests.
3. Members of the classified staff have the right to exercise their constitutional rights, political involvement, without fear of reprisal or discipline.

4. Individuals have the right to join or not to join any employee association.
5. Members of the classified staff will be evaluated a minimum of once a year using an evaluation instrument mutually agreed upon by the Superintendent and O.A.P.S.E. 428 Officers. All written evaluations will be reviewed openly with each individual, prior to being placed into the employee's file.

ARTICLE IV

PERSONNEL FILES

1. All individuals have the right, upon reasonable notice, to view the materials in their personnel files with the Superintendent or his/her designee present. If an unfavorable statement or notation is in the file, the individual shall be given an opportunity to place a statement of rebuttal or explanation in his/her file.
2. All documents included in an individual's file shall be dated and identifiable as to source and a copy provided to the individual prior to being placed in the file.
3. An individual may request and shall receive at his/her expense a reproduction of any item in his/her file.
4. Any complaint that results in information being reduced to writing and/or being used in employment decisions shall be called to the attention of the individual within a reasonable time. When known, the complaint shall be identified and the individual shall

be afforded the opportunity to answer or rebut such complaint.

ARTICLE V

LOCAL 428 DUES

1. The Board agrees to deduct from the salary of employees for the payment of dues to the Local and its affiliates such sums as are authorized in writing by each employee by October 10. Deductions shall be made in equal amounts of money at mutually acceptable dates. Such deductions shall be transmitted as per direction of the Treasurer of the Local within ten (10) calendar days of deduction.
2. Employees have the right to withdraw dues deduction authorization during the first two (2) weeks of August only by giving the Business Office written notification. The president of Local 428 shall be notified in writing when an employee withdraws dues.
3. The employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in written authorization. The enrollment period each year is from July 1 to September 1. Employees may withdraw from PEOPLE deductions one time during the year after the enrollment period by notifying the Treasurer and the Association in writing of the interest to withdraw from the PEOPLE deductions made pursuant to this statement showing the name of each employee from whose pay such deductions have been made and the amount during the period covered by the remittance.

ARTICLE VI

GRIEVANCE PROCEDURE

1. A grievance is a claim by a bargaining unit member or group of members involving an alleged violation, misinterpretation or misapplication of any provision(s) of this Contract.
2. A grievance procedure is a method by which an individual or group of individuals can express a complaint, problem, or dispute without fear of reprisal, and obtain a fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.
3. A grievance shall be filed within thirty-five (35) working days following the incident that provoked the grievance.
4. All grievances shall be filed at the "lowest possible level". The "lowest possible level" means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
5. Except for the first step, before a grievance can move to the next level, the grievant must first discuss the grievance with the Grievance Committee for its evaluation.
6. Except for the first informal step, the grievant may be represented at any and all steps of the grievance procedure by the Association or its affiliates or by

counsel. When a grievance is not represented by the Association, the Association shall have the right to be present and to state its view at any stage of this procedure.

7. The grievant is not required to be represented by the Association or its affiliates or by counsel.
8. The fact that an individual files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or other individuals in the district be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
9. Where applicable, before a grievance is taken to the next level, the Association has the option of withdrawing its support and the grievance procedure stops.
10. The grievant shall discuss the grievance with the Principal, or his/her immediate supervisor, who shall endeavor to effect a solution.
11. If a satisfactory solution is not effected in fifteen (15) working days, the grievant shall request a formal review of the grievance, in writing, with the Superintendent.
12. Within fifteen (15) working days of this request, the Superintendent shall hold a hearing on any grievance and will advise, counsel and take steps which are in

his/her judgment desirable or necessary to effect a solution.

13. In case the above steps do not result in a solution within fifteen (15) working days satisfactory to the grievant, he/she may request the grievance be submitted to arbitration.
14. No individual shall be denied the right to legal advice and/or counsel.
15. A grievance may be withdrawn at any level without prejudice.
16. An arbitrator shall be selected by the Association Representative and the Board Representative. If the two parties cannot agree on the selection of the arbitrator within ten (10) working days of the receipt of the decision from the Board of Education, then the arbitrator shall be selected by the A.A.A. using their rules for such proceedings. The hearing shall be held within ten (10) working days of selection, if possible. The decision reached by the arbitrator shall be binding.

In cases, where the grievant has been charged with insubordination, if the arbitrator finds that insubordination did in fact occur, he/she shall be without any authority to modify the penalty imposed by the Board.

17. Upon receipt of the decision of the arbitrator, each party shall take official action within thirty (30) calendar days.

18. Both parties shall equally share all expenses of the arbitrator.
19. Working days are defined as calendar days exclusive of Saturdays, Sundays and legal holidays, whether or not school is in session.

ARTICLE VII

INSURANCE

In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week. However, employees currently eligible, i.e. 25-30 hours, to participate will continue being eligible. An employee who is newly hired or who becomes eligible by having a contract of 30 hours will continue eligibility. A contract is a board approved contract.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

- A. The Board will pay 85% of the premium.
- B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental

and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be consistent with those adopted by the COG.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions

will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.
4. The list of covered expenses shall be consistent with those adopted by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$70,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

For the purpose of life insurance/insurance, an employee is defined as a full-time bus driver/aide.

Part-time employees shall receive \$12,000 Board paid life insurance.

Dental Insurance

The Board shall provide dental coverage and pay 100% of the premium.

Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

Same Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

ARTICLE VIII

SICK LEAVE

1. Annual Allowance: Classified personnel shall be granted sick leave on the following basis: one and one-quarter (1-1/4) days for each completed month of service or fifteen (15) days for each completed year of service.
2. Accumulated Sick Leave: The maximum number of sick leave days accumulated shall be 355 days.
3. For purposes of absence due to illness, injury or death in the employee's immediate family, "immediate family" shall be defined to include the employee's spouse, parent, child, brother, sister, mother-in-law, father-in-law, stepparent, stepchild, foster child, foster parent, grandparent, domestic partner, legal guardian or other family member with personal responsibility in respect to illness or death. The superintendent may request documentation for any absence of 5 consecutive work days or longer. Any absence longer than 5 consecutive days per immediate family member must be approved by the superintendent. Absences for immediate family may not exceed 15 days total per school year without the permission of the Superintendent.

ARTICLE IX

SEVERANCE PAY

An employee who elects to retire from service in the district shall receive in one lump sum one-quarter (1/4) of the value of his/her accrued and unused sick leave to a maximum of seventy-one (71) days for the duration of the contract multiplied times his/her per diem rate at the time of retirement. In addition, the employee must have been accepted or eligible to be accepted in his/her retirement system and approved for retirement benefits within one year from the date of separation from the Plain Local School District. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the employee at that time. An additional ten dollars (\$10) per day shall be paid for sick leave accumulated between two hundred (200) and two hundred fifty (250) days. An additional twenty dollars (\$20) per day shall be paid for sick leave accumulated above two hundred fifty (250) days.

ARTICLE X

VACANCIES

All openings within the classified staff represented by O.A.P.S.E. will be posted. Notices will be sent to the bus garage for posting. Employees interested in applying for same will be responsible for submitting their application to the appropriate director within seventy-two (72) hours following the posting.

It is the desire of the Plain Local School District to provide opportunities for promotion of its employees. Whenever a vacancy or new position is created, present employees will

be given consideration. The following will be the basis for consideration:

Seniority
Work Record
Competency / Qualifications

Those people who apply will be notified in writing of the decision in reference to the position.

For the purpose of this Article, a vacancy does not occur when an individual is on sick leave, disability leave, or a Board-approved leave of absence.

ARTICLE XI

PERSONAL LEAVE

1. Three (3) unrestricted days of Personal Leave will be available to each individual limited only as follows:
 - a. No more than ten percent (10%) of the staff can be out of a given building on Personal Leave on the same day.
 - b. The Supervisor or designee must be given as much advance notice as possible prior to a Personal Leave day being taken. However, a minimum of two (2) days is required except in emergency situations.
 - c. Individuals shall make every effort to schedule appointments at times other than the scheduled work day.

- d. Personal Leave cannot be used the day before or the day after a school holiday/break – including Labor Day, Thanksgiving, Winter Break, Martin Luther King Day, Presidents Day, Spring Break, Good Friday, Easter and Memorial Day.
- e. Personal Leave cannot be used during the last two weeks of school without advance permission of the Superintendent.

ARTICLE XII

ASSAULT LEAVE

If any individual is assaulted while performing in the confines of his/her employment, or assignment of duties, the Board shall grant a Leave of Absence for the period so designated by the individual's physician not to exceed one (1) year. The Leave shall be granted with full pay and benefits accruing and usable and shall not be charged to Sick Leave or other Leave.

ARTICLE XIII

CHILD CARE LEAVE

An individual may request and shall be granted a Child Care Leave of Absence without pay or benefits on the conditions set forth below:

1. The Child Care Leave of Absence shall be for the balance of the school year in which the birth of the child occurs. For the purposes of this Article, the school year shall begin on July 1 of a given year.

2. The individual shall request such Leave in writing at least thirty (30) days prior to the date of its intended commencement.
3. The Leave shall be extended for one (1) additional school year upon request of the individual to the Board made not later than April 1st preceding the year for which such Leave is requested.
4. When the individual desires to terminate such Leave, application for reinstatement shall be made by the individual by April 1st and the individual shall be reinstated at the beginning of the next school year.
5. Upon return from Child Care Leave, the individual shall be entitled to reinstatement with the same contractual status which was held prior to the Leave.
6. Where the group insurance policy permits, an individual Child Care Leave may continue to participate in insurance benefits which are provided to other individuals if payment is made in advance by the individual at the group rate to the Board for such benefits.
7. An individual who is adopting a child shall be entitled to an unpaid Leave under this section and subject to these same conditions with the date the adopted child is received being equivalent to the date of birth referred to above.

ARTICLE XIV

DUE PROCESS

It shall be the practice of the Administration of the Plain Local School District to use a progressive, corrective actions procedure. In all actions affecting the monetary status of an employee, he/she must first be notified, in writing, of any specific charges along with the time and place of a scheduled hearing.

At such hearing, the employee shall have the right to have a representative of O.A.P.S.E. in attendance to assist in the presentation of his/her case. In addition, witnesses may be called to testify. Witnesses who are employees of the school system shall lose no pay for participating in said hearing.

After reviewing the facts and evidence submitted, the Plain Local Administration shall provide copies of the written decision to the affected employee and O.A.P.S.E. representative, if requested by the employee.

ARTICLE XV

REDUCTION IN FORCE

1. The Board may reduce the number of employees in case of retrenchment necessitated by financial exigency, reorganization, or other cause determined by the Board of Education.
2. The Superintendent shall announce when a reduction in force is necessary and seniority shall be the basis for reducing positions.

3. Seniority will be defined as length of continuous service from the most recent date of employment in a bargaining unit classification in the Plain Local School District. Approved Leaves of Absence shall not break seniority, nor shall they count toward seniority.
4. When reduction in force becomes necessary, it shall occur within a classification:

Non-tenured shall be the first ones released.

Tenured shall be the last ones released.
5. The employees reduced or laid off shall be notified by certified mail and/or receipted methods.
6. Once announced, the Board shall provide a certified list to the Association on the order of recall.
7. An employee whose name appears on the Reduction in Force list shall be offered re-employment when a position becomes available. Drivers shall be recalled in descending order of seniority. No new drivers shall be employed by the Board while there are drivers on the Reduction in Force list.
8. Employees being recalled shall be notified by certified mail and have ten (10) working days from the date of receipt to respond affirmatively. It shall be the driver's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her address for more than five (5) working days.
9. If the employee fails to respond in the affirmative upon recall, he/she shall be removed from the recall

list and the Board of Education shall have no further obligation.

10. The recall list shall be maintained for two (2) years.

ARTICLE XVI

SENIORITY AND ROUTE BIDDING

Seniority is to be followed in the selection of buses, bus routes, the assignment of drivers to extra trips and, insofar as practical, the employment of drivers to perform any other related duties and responsibilities.

A seniority roster of all drivers and aides is to be maintained. The order of seniority will be by date of employment. In the case of same date of employment, seniority will be determined by lot.

School bus routes are to be selected on the basis of seniority. A driver is not to select a route unless he is able to meet a fifteen (15) minute change in the initially posted starting time on the route.

If it is necessary to change the starting time of a route more than fifteen (15) minutes earlier than the original posting and the driver selecting such a route is unable to meet the new starting time, or due to extenuating situations requiring a trade, such driver will trade routes, and follow seniority, according to the seniority roster, who is both willing and able to make such a change. If a trade cannot be effected by the driver within five (5) working days, the Superintendent or his designee will assign the driver with the least seniority who has a regular run and is able to make the change to such run.

Any run not posted at sign up which is fifteen (15) minutes or more shall be posted for bid and awarded by seniority.

If there should become available within the school year kindergarten or shuttle-type runs, or taking students home early during regular school hours, such runs must first be offered by seniority to drivers having available time, and shall be paid at two (2) hours minimum if the trip is not blended with a current run.

If the change of starting time of a route is less than fifteen (15) minutes earlier than the original posting and the driver selecting such a route is unable to meet the change thereto, said driver will lose run and be assigned next available run by supervisor.

When a vacancy on a route occurs during the school year, such vacancy is to be posted for bid within ten (10) working days by the Superintendent or his designee. The vacancy is to be posted for seventy-two (72) hours. Within three (3) days after posting is completed, the assignment is to be made. The driver having the most seniority requesting such a route is to be assigned thereto. If extenuating circumstances prevent posting a route for bid within ten (10) working days, the Superintendent or his designee will so inform the Officers of Local 428. The Superintendent or his designee is responsible for filling the subsequent vacancy with the best qualified applicant and such a vacancy is not open for bid or assignment to a regular or probationary driver. Wherever feasible in filling the subsequent vacancy, part-time drivers will be given preference prior to assigning new or substitute drivers.

A substitute or a new driver desiring a regular run must be assigned to a vacated or new run after they have driven said run for thirty (30) days.

If a full-time position becomes available during the year, any person may apply for the position.

Bargaining unit members may only perform bargaining unit work in their own classification during contracted hours.

A driver who has a route with a 'possible extra run' and ends up with a route that includes a non-Plain Local school run that runs on a day when Plain Local is not in session may choose as follows:

- 1) run the route
- 2) notify the Supervisor that he/she wishes a substitute to run the route on that day
- 3) If a driver chooses option 2) above, the amount of time given to the substitute must be worked by the regular driver. Such time will be assigned by the Supervisor on a day when Plain Local Schools is in session.

ARTICLE XVII

SHIFT CHANGE

If a driver is unable to drive because of shift change at his/her regular place of employment, he/she may request that his/her route be held for a maximum of thirty (30) working days. No driver will be granted more than one such request during any given school year. If the driver is unable to drive after thirty (30) working days for such reason, the driver will lose his/her route for that year and when available to drive is subject for assignment to the next opening with priority over a noncontract driver. The Superintendent will

have authority to make an exception in the case of extenuating circumstances.

If a driver has a shift change that makes that driver unable to meet the fifteen (15) minute allowance for a contract change, the driver may forfeit the first run of the contract with a one-hour (1) penalty and sustain his/her contract status.

ARTICLE XVIII

EMPLOYMENT PRACTICES

If a driver or a driver's spouse has a vacation from his/her regular place of full-time employment and desires to be absent from bus driving during such time, he/she may do so upon proper notification and authorization without losing his/her assigned route or seniority for a maximum of fifteen (15) days during any given school year.

Upon resigning his/her position, a driver loses all seniority. A driver returning within two (2) years of his/her last date of regular employment will retain his/her position on the salary schedule. A driver who resigns or quits without two week's notice will lose his/her seniority and payroll status.

If a driver who has completed the driver training course as prescribed by the Board of Education resigns then returns within a period of two (2) years, he/she will not be required to again take such a course.

Failure to report off duty for illness, shift change, personal business, or other reasons may result in termination of employment.

Part-time drivers may not change from morning to afternoon or vice-versa without approval of the Superintendent or his designee. Changing from part-time driving to full-time driving or vice-versa requires the approval of the Superintendent or his designee.

The Board of Education will pay for the contracted driver's yearly abstract and will reimburse to the contracted drivers the cost of renewing their CDL.

ARTICLE XIX

EXTRA TRIPS

Contracted drivers will be given priority in the selection of driving extra trips.

Contracted drivers desiring to drive extra trips during school hours will be taken from a separate roster according to sign-up.

Extra trips will be paid at the driver's regular hourly rate, from the time they leave the garage until they return, with a minimum two (2) hours pay. Time and one-half is to be paid for all hours worked in excess of forty (40) hours per week and for work on holidays and Sundays.

If an extra trip is cancelled, the driver has the option to accept the minimum or next available trip.

The driver will not be penalized as a result of drug testing.

There shall be a tote board which shall post extra trips one week in advance leaving after 4:30 p.m. weekdays and all trips occurring Saturday, Sunday or holidays. The board

shall go into effect the day of sign-up. Drivers shall select trips according to sign up seniority for trips beginning the second week of school.

The tote board will run from 5:30 a.m. Monday until 5:00 p.m. Wednesday or until last bus is in. When Plain Local is not in session on Monday, the tote board will run through Thursday at 5:00 p.m. or until last bus is in. All trips must be selected before a new list is posted.

There will be an A.M. Trip Board.

Trip Cube

The contracted driver is to fill in a cube with a date, time, and place of departure and place it next to his/her name.

Pass Cube

When it is the contracted driver's turn to pick a trip and he/she cannot take one, he/she is to place a cube with the word "Pass" plus a date on it next to his/her name.

Sick Call Offs

If it is the contracted driver's turn to pick, the letter "X" will be placed by the office, next to his/her name upon his/her return it is his/her responsibility to pick from the remaining trips. If he/she has selected a trip and reports off the day before an extra trip, he/she will be replaced by the next available driver on the sign-up seniority list. If a driver notifies the Transportation Supervisor by 5:00 p.m. that he/she will be returning to work the next morning of a scheduled extra trip then he/she may take that trip. If the seniority list goes around more than once, the most current sick day can be picked up, none other.

Personal Days

On his/her personal day, if it is his/her turn to pick, a "X" for personal will be placed next to his/her name and upon his/her return it is his/her responsibility to pick from the remaining trips.

Trips Left Over

At the closing at 5:00 p.m. or until last bus in, the remaining trips will be counted and the Transportation Clerk will count down that number of contracted drivers and offer the remaining trips by sign up seniority. The contracted driver that should have picked will be passed and the remainder of the trips will be given by notes in order of sign up seniority.

Late Trip

A late trip is any trip received after the start of the tote board for the week. These trips will be offered by rotation from the tote board. If a contracted driver passes this trip, it will be considered the contracted driver's pick and the contracted driver will be passed.

Emergency Trip

An emergency trip is a trip that is requested or returned 24 hours before its departure. A driver will not lose his/her rotation pick if he/she accepts or rejects this trip.

Cancelled Trip

If a contracted driver's trip is cancelled, the letter "C" will be placed on the cube of the cancelled trip. This also includes trips that have left the garage and then were cancelled. The contracted driver will be picked up on the next trip list or be offered the next late or emergency trip, unless he/she chooses to take the 2-hour minimum.

Trading Trips

There will be no trading of trips.

Other

Drivers and full time drivers unavailable because of being out on a trip, who, see that their turn to pick is close (within 5 names), are to select at least 3 trips from the posted list, write them on a slip of paper in order of their choice and give that paper to one of the union officers. When their turn comes up, the officer will select the driver's trip. A part time driver does not have to be on a trip for a union officer to pick for him/her.

Trips leaving after 4:30 p.m. weekdays, and all trips occurring on Saturdays, Sundays, or holidays will be paid at a two-hour minimum.

A substitute driver or mechanic will not be assigned extra trips unless a contracted driver is not available.

There shall be a daily sign-up sheet posted for substitute driving of midday and shuttle routes. This sheet must be signed by 7:00 a.m. each day by contracted drivers wishing to sub on midday and shuttle routes. Contracted drivers will be offered by seniority. No sub drivers or mechanics will be used until all contracted drivers that signed the sheet for that day have chosen a midday or shuttle route.

ARTICLE XX**BUSES**

When the temperature is below 22 degrees, the Director of Transportation is to make provisions whereby all buses parked outside are to be started prior to the scheduled arrival of the regular driver.

A roster of spare buses is to be maintained by the Director of Transportation and assigned to drivers requiring the same.

ARTICLE XXI

CONTRACT YEAR

The contract year for school bus drivers shall consist of one hundred eight-eight (188) days which include eight (8) paid holidays according to the various school calendars which must be met by the transportation schedule. The eight paid holidays are as follows:

Labor Day
Thanksgiving
Christmas
New Year's Day
Martin Luther King's Birthday
Memorial Day
*Two to Be Assigned Annually

*Following Board adoption of school calendar and prior to the day of route bidding, the Superintendent will establish the actual dates.

Bus drivers must pick runs by seniority and are required to run each individual run as per the schedule of the school within the 188 day contract. The 188 day contract is to be calculated as separate for each school. No driver is to receive additional pay for non-public runs.

A driver who has an additional run added to his schedule after sign-up is not required to run days outside the original sign-up schedule.

Drivers required to run outside the normal school calendar and who have total hours beyond those contracted hours on an annual basis shall be paid those additional hours.

Drivers may be required to attend two one-hour meetings per year either after the A.M. or P.M. runs.

ARTICLE XXII

TUITION-FREE ATTENDANCE

Children of members of the bargaining unit may attend the Plain Local Schools tuition-free as long as the increase in students due to this clause does not necessitate the employment of additional staff.

Admission shall only be at the beginning of the school year.

ARTICLE XXIII

SCHOOL BUS AIDE

A school bus aide may be used on a bus route upon the mutual approval of the O.A.P.S.E. Officers and the Superintendent.

Bus aides will select by seniority after drivers have selected routes.

If there should become an aide position available within the school year on an a.m., p.m., midday or shuttle-type run, such run will first be posted and offered on a seniority basis. The O.A.P.S.E. Officers and Superintendent may agree to modify this section for extenuating circumstances.

Bargaining unit members may only perform bargaining unit work in their own classification during contracted hours.

ARTICLE XXIV

DRUG-FREE WORK PLACE

The Board may suspend with pay, pending the outcome of any investigation and/or trial, an employee accused of a drug-related offense.

The conviction, guilty, or no contest plea of an employee for unlawfully possessing, using, manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment.

- A. This Agreement and Federal Regulations, Subpart F, Alcohol Misuse and Controlled Substance Use Information (Part VII, p.7513-7514), shall be given to all bus drivers.
- B. The Supervisor who makes the determination that "reasonable suspicion" exists to test employees shall create a written report setting forth the specific observations relied upon to order the test. The Supervisor that makes the determination cannot also conduct the alcohol test.
- C. Random testing will be done during scheduled work time.
- D. The same laboratory shall be used for all testing except as specified in subsection F. below. Upon

request, the name of the laboratory shall be provided to OAPSE 428 at the beginning of each school year.

- E. Employees have a right to hearing in order to provide the employee an opportunity to dispute any information, prior to suspending the employee and/or ordering referral to evaluation. The employee is entitled to written charges and representation.
- F. If the employee disputes a positive test result, he may request a split specimen within seventy-two (72) hours from the time of notification at Board paid expense. The test shall be done by a different laboratory and the GC/MS test shall be used. If the split specimen tests negative, the employee will be paid for any time lost during the 72-hour period.
- G. If the first specimen tests positive and the second specimen tests negative, the second test will be deemed to be the official result of the drug test.
- H. Any and all Board required Drug-Alcohol testing shall be paid by the Board.
- I. If the employee tests positive on the alcohol (at .04 or above) and/or drug test, he will be suspended without pay until completion of assessment and treatment by a Substance Abuse Professional (SAP) appointed by the Board of Education, if needed. At the conclusion of the assessment and/or treatment, the Superintendent may do one of the following:
 - 1) reinstate the employee to his original position
 - 2) suspend without pay for up to three (3) days at the Superintendent's discretion

- 3) if the employee has more than five (5) years of service and it is a first offense involving the violation of the drug/alcohol testing policy and no accident is involved, the employee may:
 - a) be assigned to non-safety sensitive position if available and if qualified. Otherwise, the individual will be placed on a recall list for the first non-safety sensitive position available and for which he is qualified.
 - b) be terminated under 3319.081 O.R.C.
- 4) If the employee has five (5) years or less of service, or it is a second offense involving the violation of the drug/alcohol testing policy, or an accident is involved, the employee may be terminated after a hearing. The employee may challenge the termination at binding arbitration but only on the validity of the test results and not on mitigation of the penalty. This procedure, for circumstances covered by I.4 shall prevail over that contained in 3319.081 O.R.C. and/or the applicable collective bargaining agreement.

J. If the employee tests positive on the alcohol test (below .04), disciplinary action, if any:

- 1) shall be governed by 3319.081 O.R.C. and not under the terms of this agreement or
- 2) may result in the employee being suspended without pay for up to three (3) days at the Superintendent's discretion with a written reprimand letter to remain in the employee's file for the duration of the employee's employment.

- K. The employee must present to the Superintendent written evidence of completion of assessment and/or treatment.

Any time a driver is required to take a blood or drug alcohol test as a result of an accident or any federal testing requirements, the driver shall be sent immediately to the testing facility that Plain Local designates for testing. The time required for the testing shall be paid by the Board of Education for the remainder of contracted hours and for any additional time needed to complete the required testing.

All accident reports will be paid for and obtained by the Plain Local Board of Education.

Expenses for drug testing required by the Board of Education will be paid by the Board of Education.

ARTICLE XXV

TAX SHELTERED ANNUITIES

Changes may be made in tax sheltered annuities effective January 1 and July 1.

If additional restrictions to meet concerns dealing with IRS limits on tax sheltered annuities are necessary, they shall become effective upon signing by the Superintendent and Association President.

ARTICLE XXVI

SMOKE-FREE WORKPLACE

No smoking or use of tobacco products may be used in school buildings or on school grounds. The cost of nicotine patches shall be covered by insurance or paid for by the Board.

The Board will reimburse any employee who is covered by the district health insurance program for the cost of smoking cessation materials up to a lifetime maximum of \$200. The reimbursement will be made following the presentation of original receipts to the Treasurer's Office along with a written statement verifying that the smoking cessation materials are for the district employee. Reimbursement will not be made for sales tax on said materials.

ARTICLE XXVII

FAMILY MEDICAL LEAVE ACT

If an employee takes unpaid leave granted under this Article for a reason covered by the Family Medical Leave Act, the first twelve (12) weeks of the contractual leave shall be administered under the provisions of the FMLA.

The Board shall provide a copy of the policy on FMLA in the library of each building.

ARTICLE XXVIII

VIDEO CAMERAS

Drivers shall be notified when video cameras are on their bus. The purpose of the video camera is to improve the transportation programs and the control of students.

Drivers may meet with administrators to review the video and provide needed input.

The purpose of the video is to assist in control of students. It is not the purpose of the camera to evaluate staff but it is understood that the camera will provide a record of activity on a school bus including the driver.

ARTICLE XXIX

**REGULARLY EMPLOYED
BUS DRIVERS' SALARY SCHEDULE
EFFECTIVE JULY 1, 2017**

YEARS**	PART-TIME (2-1/2 hr/day) / hourly	FULL-TIME (5 hr/day) / hourly
0	\$17.35	\$17.35
1	\$17.90	\$17.90
2	\$18.30	\$18.30
3	\$19.56	\$19.56

**BUS DRIVERS' SALARY SCHEDULE
EFFECTIVE JULY 1, 2018**

YEARS**	PART-TIME (2-1/2 hr/day) / hourly	FULL-TIME (5 hr/day) / hourly
0	\$17.70	\$17.70
1	\$18.26	\$18.26
2	\$18.67	\$18.67
3	\$19.95	\$19.95

**BUS DRIVERS' SALARY SCHEDULE
EFFECTIVE JULY 1, 2019**

YEARS**	PART-TIME (2-1/2 hr/day) / hourly	FULL-TIME (5 hr/day) / hourly
0	\$18.05	\$18.05
1	\$18.62	\$18.62
2	\$19.04	\$19.04
3	\$20.35	\$20.35

1. A part-time a.m. and/or p.m. driver is contracted for a minimum of 2-1/2 hours at 188 days per contract year.
2. A full-time driver is contracted for a minimum of 5 hours at 188 days per contract year, which consists of a morning, afternoon, kindergarten or shuttle-type run.
3. A.M. routes and P.M. routes shall be posted and selected at a minimum of 2-1/2 hours each.

4. Payment for drivers is calculated on the basis of contracted hours.

Layover time between individual schools cannot be calculated as extended route time or transferred from a.m. to p.m. or visa-versa and/or kindergarten or shuttle-type run.

5. After ten (10) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
6. After fifteen (15) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
7. After twenty (20) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
8. After twenty-five (25) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
9. If additional hours are available at sign-up, a part-time driver may pick and be paid additional for time less than five (5) total hours.

10. If additional hours are available at sign-up, a full-time driver may ask and be paid for additional hours to a maximum of eight (8) hours per day.
11. Drivers will be paid twenty (20) minutes daily for pre-trip bus inspection.
12. All contracted represented employees will receive \$125 per year for materials to be paid in June.
13. All contracted employees will receive a \$400 lump sum payment to be paid no later than December 5th of each year of the contract.

ARTICLE XXIX

**REGULARLY EMPLOYED
SCHOOL BUS AIDE SALARY SCHEDULE
EFFECTIVE JULY 1, 2017**

YEARS**	PART-TIME (2-1/2 hr/day) / hourly	FULL-TIME (5 hr/day) / hourly
0	\$11.54	\$11.54
1	\$12.07	\$12.07
2	\$12.54	\$12.54
3	\$13.07	\$13.07

**SCHOOL BUS AIDE SALARY SCHEDULE
EFFECTIVE JULY 1, 2018**

YEARS**	PART-TIME (2-1/2 hr/day) / hourly	FULL-TIME (5 hr/day) / hourly
0	\$11.77	\$11.77
1	\$12.31	\$12.31
2	\$12.79	\$12.79
3	\$13.33	\$13.33

**SCHOOL BUS AIDE SALARY SCHEDULE
EFFECTIVE JULY 1, 2019**

YEARS**	PART-TIME (2-1/2 hr/day) / hourly	FULL-TIME (5 hr/day) / hourly
0	\$12.01	\$12.01
1	\$12.56	\$12.56
2	\$13.05	\$13.05
3	\$13.60	\$13.60

1. After ten (10) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.

2. After fifteen (15) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.

3. After twenty (20) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
4. After twenty-five (25) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
5. If additional hours are available at sign-up, a part-time aide may pick and be paid additional for time less than five (5) total hours.
6. If additional hours are available at sign-up, a full-time aide may ask and be paid for additional hours to a maximum of eight (8) hours per day.
7. All contracted employees will receive a \$400 lump sum payment to be paid no later than December 5th of each year of the contract.

ARTICLE XXIX

**REGULARLY EMPLOYED
SECURITY GUARD SALARY SCHEDULE
EFFECTIVE JULY 1, 2017**

YEARS**	HOURLY RATE
0	\$13.29
1	\$13.83
2	\$14.29
3	\$14.97

**SECURITY GUARD SALARY SCHEDULE
EFFECTIVE JULY 1, 2018**

YEARS**	HOURLY RATE
0	\$13.55
1	\$14.11
2	\$14.57
3	\$15.27

**SECURITY GUARD SALARY SCHEDULE
EFFECTIVE JULY 1, 2019**

YEARS**

HOURLY RATE

0	\$13.82
1	\$14.39
2	\$14.86
3	\$15.57

1. After ten (10) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
2. After fifteen (15) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
3. After twenty (20) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
4. After twenty-five (25) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.

5. All contracted employees will receive a \$400 lump sum payment to be paid no later than December 5th of each year of the contract.

ARTICLE XXX

**MECHANICS
EFFECTIVE JULY 1, 2017**

YEARS**	0	1	2	3
Mechanic, Asst.	\$34,808	\$35,310	\$36,306	\$38,675
Mechanic	\$36,956	\$38,098	\$39,739	\$42,791
Mechanic, Head	\$38,443	\$39,593	\$41,229	\$44,304

**MECHANICS
EFFECTIVE JULY 1, 2018**

YEARS**	0	1	2	3
Mechanic, Asst.	\$35,505	\$36,016	\$37,033	\$39,449
Mechanic	\$37,695	\$38,860	\$40,534	\$43,646
Mechanic, Head	\$39,212	\$40,385	\$42,054	\$45,190

**MECHANICS
EFFECTIVE JULY 1, 2019**

YEARS**	0	1	2	3
Mechanic, Asst.	\$36,215	\$36,736	\$37,773	\$40,238
Mechanic	\$38,449	\$39,637	\$41,345	\$44,519
Mechanic, Head	\$39,996	\$41,192	\$42,895	\$46,094

1. After ten (10) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
2. After fifteen (15) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
3. After twenty (20) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.
4. After twenty-five (25) years experience in the Plain Local School District, an employee on the above schedule shall be entitled to a \$528 additional increase in annual salary in 2017-2018, \$539 in 2018-2019, and \$550 in 2019-2020.

5. All contracted employees will receive a \$400 lump sum payment to be paid no later than December 5th of each year of the contract.

ARTICLE XXXI

EFFECTS OF CONTRACT

1. The terms of this Contract shall be effective July 1, 2017 through and including June 30, 2020.
2. If any provision of this Contract conflicts with any federal or state law now or hereinafter enacted or issued such provision shall be inoperative but the remaining provisions hereof shall continue in effect. Should any provision become inoperative either party may request a meeting to be held within ten (10) days to renegotiate such provisions.
3. This Contract represents the entire Agreement between the parties. Neither party shall be required to negotiate during its term on any subject, including what could be considered, in the absence of this waiver, to be mandatory subjects of bargaining, otherwise requiring mid-term negotiations.

If during the term of this agreement the Board is required by law to negotiate mid-term, the parties will meet to negotiate within thirty (30) days.

4. In the event an agreement is not reached, the Board is not required to participate in the dispute resolution process prior to board action on any changes in terms

and conditions of employment not contained in this Agreement.

ARTICLE XXXII

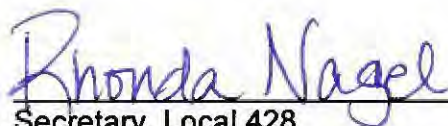
SIGNATURE PAGE



Field Representative, Local 428
Ohio Association of Public School Employees
AFSME / AFL-CIO



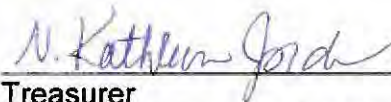
President, Local 428
Ohio Association of Public School Employees
AFSME / AFL-CIO



Secretary, Local 428
Ohio Association of Public School Employees
AFSME / AFL-CIO



President
Board of Education, Plain Local School District



Treasurer
Board of Education, Plain Local School District