



AGREEMENT BETWEEN
AMANDA-CLEARCREEK LOCAL
SCHOOL DISTRICT BOARD OF EDUCATION

AND
TEAMSTERS LOCAL #284

EFFECTIVE DATE: 7-1-2020 through 6-30-2023

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ARTICLE 1 – RECOGNITION

1. The Board recognizes the Union as the sole and exclusive collective bargaining agent for all full-time and regular part-time school bus drivers employed by the Amanda-Clearcreek Local School District Board of Education, excluding all other employees including substitute, seasonal and casual employees, confidential employees and supervisors, in accordance with ORC 4117.01.
2. When new position(s) that have a community of interest with the current bargaining unit are created by the Employer, the recognition status of such position(s) shall be discussed with the Union within thirty (30) days of establishment of the position(s). Should the Employer and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position(s), the Union may petition the State Employment Relations Board (SERB) for a determination.
3. Should such position(s) be determined to be in the bargaining unit, the Employer and the Union shall meet to determine the appropriate wage and other terms and conditions of employment for the position(s).

ARTICLE 2 – DEFINITIONS

1. Agreement - This Negotiated Agreement between the Board and the Union.
2. Board or Board of Education - The Amanda-Clearcreek Local School District Board of Education acting in its official capacity.
3. Day - A calendar day, unless otherwise indicated.
4. District - Amanda-Clearcreek Local School District.
5. Employee - A member of the bargaining unit.
6. Employer - Board members, administrators, agents and all others acting on the Board's behalf in a particular instance.
7. ORC - The Ohio Revised Code.
8. Superintendent - Superintendent or designee.
9. Union - Teamsters Local No. 284 (affiliated with the International Brotherhood of Teamsters).
10. Work Day - A week day, except for contractually recognized holidays.

ARTICLE 3 – NO STRIKE - NO LOCKOUT

1. It is agreed that during the term of this Agreement, neither the Union nor Employees covered by this Agreement shall sanction or participate in any strike, slowdown, work stoppage, walkout, sympathy strike, picketing or any other interference with work of any kind. It is also agreed that during the term of the Agreement there shall be no lockout of employees by the Employer.
2. Employees taking part in, or assisting or supporting such a strike, boycott, walkout, slowdown, sympathy strike, picketing or other interruption of operations prohibited by this Agreement shall be subject to immediate discharge.
3. In the event of activity prohibited by this Article, the Union shall notify its members involved that such activity is not authorized or condoned by the Union and such activity should cease and desist.
4. It shall not be a violation of this Agreement or cause for disciplinary action should any employee refuse to enter upon any property or cross any primary picket line of any employer other than the Board which has been recognized by any Teamster Local, unless the Employee is required to enter upon the property or cross the primary picket line as part of his/her job duties to transport students.

ARTICLE 4 – EMPLOYER RIGHTS

1. The Employer hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement that are consistent with law, all powers and authority conferred upon by law, including, but not limited to, those management rights set forth in ORC §4117.08(C).
2. If the Employer would like to obtain a waiver of any provision of this Agreement in a particular situation, the Employer and a Union Steward or Union Business Agent will meet in an attempt to resolve the issue. If the parties are unable to reach an agreement, the Employer and the employee(s) involved may agree to a waiver as long as no precedent is set, no other employees are adversely affected, and the Union is given notification of the Agreement.

ARTICLE 5 – SHOP STEWARDS AND UNION REPRESENTATIVES

1. The Employer agrees to recognize stewards as appointed by the Union.
2. The stewards may perform duties such as assist in the investigation, presentation and settling of grievances. Stewards shall not be discriminated against in discharging duties assigned them by the Union.
3. A duly authorized representative of the Union will be permitted to visit the premises of the Employer at reasonable times for the purpose of transacting any business of the Union. However, the representatives shall first make their presence known with advance notice to the District Office and state the nature of the matter involved. Such visits shall be limited

to the purposes of determining whether provisions of this Contract are being observed. The Employer will make reasonable efforts to accommodate such requests, giving due regard to the nature of the matter, safety, and its own service and production needs. Representatives who are not employees shall be subject to all regulations of the Employer applicable to non-employees. Such visits shall not interfere with the work of any employee or the operations of the terminal or any department thereof.

ARTICLE 6 – BULLETIN BOARDS

1. The Employer agrees to provide a bulletin board in an agreed-upon area of the facility for use by the Union only.
2. All Union notices of any kind posted on the bulletin board shall be signed, posted or removed by a Union representative or steward. It is understood that no material may be posted on any Union bulletin board at any time, which contains personal attacks upon any other employee, or scurrilous or derogatory attacks upon the Employer.
3. No Union materials, of any kind, may be posted anywhere in the Employer's facilities, or on the Employer's equipment; except on the bulletin board designated for use by the Union. However, the Union may put notices to members in their mailboxes.
4. At the end of each month, Union stewards are responsible for the removal of any expired notices from the bulletin board.
5. Upon the request of the Employer or its designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 7 – UNION SECURITY

Union Membership

1. As a condition of employment, all employee covered by this Agreement and employees hired, rehired, reinstated or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union on or before thirty (30) days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership as a condition of continued employment.
2. The Employer agrees to notify the Union of all new employees hired before the employee starts to work. The Employer also agrees to notify the Union promptly of all employees leaving its employment.

Check Off

3. During the life of this Agreement and in accordance with the terms of the Authorization Form, the Employee agrees to deduct the Union membership dues and initiation fees levied in accordance with the Constitution of the International Union, from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a

deduction is to be made, has a currently executed Authorization Form agreed to be the Union and the Employer on file with the Employer. The Union's Financial Officer shall submit to the Employer's Payroll Office written certification of the amount of dues to be deducted pursuant to the provisions of this Article. If the substitute employee does not earn sufficient money to deduct the initiation fee, the Union and the employee may agree to a modified arrangement for payment of the initiation fee and will notify the Company accordingly.

4. A properly executed copy of such Authorization Form for each employee for whom the Union Membership dues are to be deducted hereunder shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's Financial Officer by the Employer.
5. Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month, preceding the month in which a deduction is to be made, shall be deducted in two equal installments monthly thereafter, on the 5th and 20th of each month.
5. All sums deducted by the Employer shall be remitted to the Union's Financial Officer once each month within ten (10) calendar days following the payday in which deductions were made together with a list which identifies current employees for whom Union dues have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Check-off Authorization only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.
6. The Employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any such other than that constituting actual deductions made from wages earned by employees.

Save Harmless

7. The Union shall indemnify, protect and save harmless the Employer from any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by Employer at the Union's request or demand, for the purpose of complying with the provisions of this Article.

Disputes

8. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step Two.

ARTICLE 8 – PROBATIONARY PERIOD OF EMPLOYMENT

1. All employees new to the bargaining unit are employed on a probationary basis for the first sixty-five (65) actual working days of their employment. Only days an employee actually spends on the job count toward the sixty-five (65) days period, i.e., leaves of absence, more than two (2) calamity days, etc., do not count. For purposes of this Article, up to two (2) calamity days will be considered as actual working days.
2. During the probation period, an employee may be terminated or laid off at the Employer's sole discretion with no recourse to the grievance procedure or to any other legal challenge, except that the employee is not precluded from bringing a legal challenge based on discrimination.
3. During the probationary period, the employee shall have no seniority rights. Employees retained beyond the probationary period shall have their seniority computed as of their original date of hire.
4. During the probationary period, the Transportation Supervisor will advise the probationary employee of any problems with his/her job performance in sufficient time to allow the Employee to correct the problem.

ARTICLE 9 – GRIEVANCE PROCEDURE

1. Definitions
 - A. Grievance: A dispute between the Board and bargaining unit employees, whether or not such employee is a member of the Union, or between the Union and the Board, as hereinafter provided, concerning the interpretation, application of, or compliance with, any provision or this Agreement. When any such grievance arises, the steps set forth below shall be observed.
 - B. Days: Days in which school is in session and days during the summer months on which the District office is open, unless otherwise specified.
2. Purpose
 - A. The purpose of the grievance procedure is to secure at the lowest possible administrative level proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
 - B. Nothing herein shall prohibit any grievant from discussing his/her grievance informally with the Union or the Employer.

3. Initiating and Processing a Grievance

Step One: Informal

Any unit member having a grievance shall first discuss such grievance with his/her supervisor and may be accompanied by the Union Steward.

Step Two: Transportation Supervisor

If the discussion does not resolve the grievance to the satisfaction of the unit member, such unit member shall have the right to lodge a written grievance with the Transportation Supervisor.

The written grievance shall be on a form provided by the Union. The grievance shall be signed by the Employee. The grievance must be dated and must state the allegation on which the grievance is based, the date on which the claimed violation of this Agreement occurred, the provision of this Agreement which allegedly has been violated, and the relief or remedy requested. A copy of such grievance shall be filed within ten (10) days after the Employee knew or should have known of the act or occurrence upon which the grievance is based. If such grievance is not lodged within ten (10) days after the Employee knew or should have known of the act or occurrence which is the basis of said grievance, said grievance shall be deemed waived. Within ten (10) days after receipt of the written grievance, the supervisor will conduct a meeting with the grievance to discuss the grievance and attempt to resolve it. Within ten (10) days following this meeting, the supervisor will state the decision in writing on the grievance form (using attached sheets, as necessary) and provide a copy to the grievant.

Step Three: Superintendent

In the event that the grievant is not satisfied with the disposition of the grievance at Step Two, the aggrieved may, within ten (10) days of receipt of such decision, forward the grievance to the Superintendent. The Superintendent and the Union's Business Representative or his designee shall meet within ten (10) days after the grievance has been received by the Superintendent to discuss the grievance. The Superintendent shall answer the grievance within ten (10) days after the meeting has been held by sending a copy of the answer to the Union's Business Representative or his designee. Failure to file the grievance at Step Three within ten (10) days from receipt of the Supervisor's decision shall be deemed a waiver of the right to appeal.

Step Four: FMCS Mediation

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant and the Union may request FMCS mediation. The notice of mediation request shall be sent to the Superintendent. The parties will attempt to agree on an FMCS mediator. If unable to agree, the Union will request that FMCS appoint a mediator. Failure to file such request within ten (10) days from receipt of the Superintendent's answer to the grievance shall be deemed a waiver of the right of appeal.

Step Five: Arbitration

If the grievant and the Union are not satisfied with the Step Four results, the Union must notify the Superintendent, in writing, within ten (10) days after mediation concludes (or within ten (10) days after receipt of the Step Three answer when mediation is not requested), if it intends to arbitrate the grievance. If notice of intent to arbitrate is given in accordance with Step 5 of this Article, the grievance shall be submitted to an impartial arbitrator unless, prior to the hearing, the Union withdraws its notice of intention to arbitrate or the case is settled by mutual agreement of the parties.

After notice of intent to arbitrate is given to the Superintendent, the Union shall request, in writing, that the Federal Mediation and Conciliation Service submit a list of nine (9) proposed arbitrators. After the list of arbitrators is received from the Federal Mediation and Conciliation Service, the parties shall attempt to agree upon an arbitrator to hear the dispute. If the Employer and the Union are unable to agree upon a selection from the list provided, each party shall strike those names from the list which are unacceptable, rank the remaining arbitrators, and return the list to FMCS. The arbitrator appearing on both lists as acceptable that has the highest cumulative ranking will be designated as the arbitrator. FMCS shall not have the authority to independently designate an arbitrator. If an arbitrator is not selected from the first list using this method, FMCS shall provide the parties with a second list and the parties shall select an arbitrator from the second list using the alternate strike method.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing, a copy sent to all parties present at the hearing. The arbitrator at all times shall be governed wholly by the express terms of this Agreement and shall have no power or authority to modify or change this Agreement in any respect or to add to or take away from its terms. The decision of the arbitrator shall be in writing and shall be binding on all parties.

The fees and expenses of the arbitrator together with the meeting room and any administrative costs shall be shared equally by the parties. If a court report is requested, the cost shall be borne by the party making the request, provided that if both parties request a transcript the cost of the reporter and transcripts shall be borne equally by both parties. Any additional expenses of arbitration shall be paid by the party incurring such expenses.

4. Miscellaneous

- A. It is agreed that time is of the essence under this Article, and if any time limit set forth in this Article is not adhered to, the grievance will be automatically decided against the party who fails to adhere to such time limit unless an extension of time is mutually agreed upon in writing prior to the expiration of such time limit.
- B. A grievance may be withdrawn at any level without prejudice.
- C. No records or documents concerning a grievance will be placed in the personnel files of any of the participants.

- D. A separate file for grievances will be kept in the Superintendent's office.
- E. The grievance shall have the right to be represented by a Union representative at any level of this procedure. Notwithstanding ORC §9.84, the Union has the sole and exclusive right to represent grievants during this process.
- F. Any grievance brought by the Union concerning the interpretation, application of or compliance with any provision of this Agreement granting the Union some specific right or benefit, as distinguished from an individual or group grievance brought by Employees, shall be presented directly by the Union to the Employer at Step Three by sending a written statement of the grievance to the Superintendent within ten (10) days after the Union knew or should have known of the act or occurrence upon which the grievance is based.

ARTICLE 10 – PAYROLL PRACTICES

1. The payroll workweek is seven (7) days, from Sunday through Saturday.
2. Employees shall be paid in accordance with this Agreement, and individual salary notices shall not be necessary. Employees shall be paid the hourly rate provided for in the negotiated wage schedule of this Agreement for all hours indicated on the route sheet, all authorized and assigned extra trips, and all hours spent in professional development required by the Employer, when such hours are authorized by the Transportation Supervisor. Such authorization shall not be unreasonably denied.
3. The Employer shall pay overtime in accordance with legal requirements for all hours worked in excess of forty (40) hours in a workweek.
4. Pay days will be the 5th and the 20th of each month. All employees will be paid via direct deposit. Direct deposit stubs will be distributed on the pay day via email. The pay stubs will include the amount of pay, accrued sick leave balances, and any legally required deductions from pay. After the last day of school in each school year, upon request by the employee, the Treasurer shall inform the employee of the amount of Employer SERS contributions attributable to that employee during the school year.
5. Pay deductions for Union initiation fees, if billed, will be made in six (6) equal installments. Pay deductions for Union dues will be made in the first pay each month. All other pay deductions will be made in twenty-four (24) equal installments. All payroll deductions shall be continuous until such time as the employee withdraws such authorization in writing. Except in cases of emergency, payroll deductions may be established or revised effective on the first working day of any month. Members will be on withdraw for union dues only during June, July, August (summer break).
6. Employees that do not transport solely to the District, are required to complete a daily time record showing actual hours worked during each pay period.

7. The rate of pay for a trip on Sunday or a holiday shall be two (2) times the regular hourly rate.
8. If employees are required to transport students not on the driver's regular route and it takes the driver more than his/her regular route time to do so, then the driver shall be paid for that additional time worked, rounded up to the nearest quarter hour. In order to be paid, however, the driver must notify the Transportation Supervisor at the time that additional time was expended and must submit documentation of the extra time. If employees are required to transport more than ten (10) students not on the driver's regular route but it does not take the driver more than his/her regular route time to transport the extra students, then the driver shall be paid a flat additional quarter hour to compensate for the extra responsibility.
9. Employees who begin work earlier or work later than their assigned hours must receive prior authorization from the Transportation Supervisor. Hours of work in excess of an employee's regularly-scheduled hours, whether or not in excess of forty (40) hours in a workweek, must be authorized in advance by the Employer.
10. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, holidays, personal leave, sick leave and compensatory time taken shall not be treated as hours worked.
11. The board shall pay the fee for drivers' legally required annual physicals, if obtained through the location designated by the Employer. In addition, the Board shall reimburse drivers for the tuition costs of courses required to obtain recertification of the Commercial Drivers' Licenses and will pay one hundred fifty dollars (\$150.00) per person to attend recertification courses upon receipt of confirmation of attendance or renewal certificate. If more than 3 employees are in attendance, the school shall supply transportation.
12. Employees shall submit time slips for bus washing and Employer-required meetings to the Transportation Supervisor, who shall turn them in to the payroll department on a quarterly basis (no later than December 1, March 1, and June 1, or the first work day thereafter if the first of the month falls on a weekend). Payment shall be issued to employees in the next pay period following the pay period in which time slips are received from the Transportation Supervisor.
13. If a driver is removed from his/her regular route to drive a trip, the driver shall be paid their rate of pay for the regular route time and then be paid the trip rate of pay for the remainder of the trip.

ARTICLE 11 – SENIORITY

1. Seniority as used in this Agreement shall mean the length of continuous service from the employee's date of hire, including periods of layoff of less than two (2) years or the

employee's length of service, whichever is greater. Current employees' seniority dates with the Amanda-Clearcreek School District shall remain their seniority date.

2. "Classification Seniority" shall mean the length of employment in a particular job classification from the employee's most recent date of entry into the employee's job classification. Job classifications shall correspond with the job classifications contained in this Agreement.
3. The Employer shall post the first seniority list on its bulletin board for a period of thirty (30) calendar days. If no objections are made during this period, the list shall be deemed conclusive and final. The seniority list shall be updated annually and posted for seven (7) calendar days, and shall be deemed conclusive and final unless, within such seven (7) calendar days, objections are raised to changes made in the list from the prior seniority list posted.
4. Employees who are hired on the same date shall be listed on the seniority list by date and time of application.
5. An employee will retain his/her seniority from one school year to the next and will accrue seniority during the summer months, even if the employee does not drive during the summer months.

ARTICLE 12 – LAYOFF AND RECALL

1. Whenever it becomes necessary to reduce the number of employees for one of the reasons set forth in ORC §3319.172 and/or for lack of work, employees shall be laid off in accordance with ORC §3319.172. Alternatively, the Board may suspend a contract in part, in accordance with ORC §3319.172.
2. Continuing contract employees shall have recall rights as authorized by law.
3. If a vacancy occurs, the Employer will send a certified announcement to the last known address of all unit members on the recall list who are qualified according to these provisions. The Employer will copy the Union Steward on the certified announcement. It is the unit member's responsibility to keep the Employer informed of his/her current address and to notify the Employer in writing of any change of address. The Employer will notify the Union Steward if a certified announcement is returned to sender. All unit members are required to respond in writing to the District Office within ten (10) days after the certified announcement is mailed. The most senior of those responding within ten (10) days will be given the vacant position. Any unit member who fails to respond within seven (7) days or who declines to accept the position will forfeit all recall rights, except that, pursuant to ORC §3319.172, employees have the right to reject an offer of recall for lesser hours of employment without losing their position on the recall list.
4. Employees on layoff may accept substitute positions without prejudice to their standing on the recall list. If an employee on layoff asks to be on the list of substitute bus drivers while on layoff, then for the first year following layoff she/he will be given priority over other

substitutes, i.e., she/he will be the first substitute offered substitute bus driving work each time it becomes available. If more than one employee is on layoff and asks to be on the list of substitute bus drivers while on layoff, then the Board shall give all such employees priority over other substitutes and shall rotate which of the employees is the first substitute to be offered substitute work.

ARTICLE 13 – PERSONNEL FILES

1. An employee shall be informed of any complaint which is directed toward the driver if such will become a matter of record by placement in any file regarding the employee (i.e. personnel file). If the complaint is determined to be unsubstantiated, a note shall be appended to the front of the complaint in the personnel file documenting that the complaint was investigated and determined to be unsubstantiated.
2. An employee shall have the right to reply in writing to any critical material contained in the personnel file, which the employee believes to be in error. Such reply will be placed in the employee's personnel file along with the document or documents to which it relates.
3. An employee, at his/her request, may review his/her performance appraisal before the performance appraisal becomes a permanent part of the personnel file.
4. An employee shall be entitled to a copy of any disciplinary or performance-related material in his/her personnel file.
5. An employee may periodically review his/her personnel file at a mutually convenient time to the employee and the Employer.

ARTICLE 14 – DISCIPLINE

1. No employee shall be disciplined except for just cause, which shall include, but not be limited to, incompetency, inefficiency, dishonesty, drunkenness, insubordination, discourteous treatment of the public, neglect of duty, and violation of work rules or personnel policies of the Board or administration. The Board recognizes the need for confidentiality and will make every effort to ensure that discipline is handled in as confidential a manner as may be permitted by law.
2. Except where more severe discipline is warranted, discipline shall be applied in a progressive manner. The type and degree of discipline shall take into account the nature of the violation and the employee's record of discipline. Discipline may include the following:

- Verbal Reprimand
- Written Reprimand
- Suspension
- Termination
- Other Mutually Agreed Discipline

Serious offenses for which an employee may be terminated, without regard to prior discipline, include an employee's absence without leave for three (3) or more days; failure to report to work on the first day following expiration of leave of absence; theft of property; insubordination, or the uttering of threatening language toward management personnel, other employees, students, or the public; intoxication on the job; working under the influence of a controlled substance; the sale, possession, or use of any controlled substance; falsification of records; fighting; endangering safety of management personnel, other employees, students, or the public; and/or a positive drug or alcohol (defined as .04 or higher) test result. However, if a bargaining unit member voluntarily requests counseling or assistance for a substance abuse problem before the Employer learns of the problem (through a positive test result or otherwise), the bargaining unit member's job security and/or promotion opportunities will not be jeopardized by his/her request for counseling or referral assistance. A bargaining unit member may not avoid the consequences of a positive test by requesting counseling or assistance for a substance abuse problem after being instructed to submit to a drug test.

Oral and written reprimands may be subject to the grievance procedure, however, they will not be subject to arbitration.

3. In the event that an employee is to be given a time-off suspension, removal, or other discipline resulting in a loss of pay, a pre-disciplinary conference between the Employer and the employee shall be arranged to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee will be advised of his/her right to have a Union steward or Union official present at the conference. However, the Employer reserves the right, depending upon the nature of the charge, to suspend the employee for up to three (3) work days with pay pending the pre-disciplinary conference to determine final disciplinary action, or for up to three (3) work days without pay pending the conference if the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations. In addition, in either case if the conference is not held within seventy-two (72) hours, excluding weekends and holidays, after the Employer requests to schedule the conference because the employee or his/her representative is unavailable, the Employer may then suspend the employee without pay pending the conference. If after the conference, the Employer determines suspension is not warranted, the employee will be reimbursed for any pay lost due to a pre-conference suspension.
4. The employee may have a Union steward or Union official present at the pre-disciplinary conference. The employee shall be responsible to notify the Steward or Union official. The employee may waive, in writing on the form attached as Exhibit A to this Agreement, the pre-disciplinary conference.
5. Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during the period of suspension shall be counted as workdays for the purpose of suspension.
6. Verbal and written reprimands shall not be used for purposes of the progression of discipline beyond one (1) year for verbal reprimands and two (2) years for written

reprimands from the date of issuance, unless there is intervening discipline within the stated time frame.

7. This Article supersedes and takes the place of ORC sections governing the discipline of employees, including ORC §3319.081.

ARTICLE 15 – ROUTE ASSIGNMENT, FILLING VACANCIES, FIELD TRIPS, BUS WASHING, AND DRUG POLICIES

Route Assignment and Filling Vacancies

If a regular route is eliminated, the driver shall be given the opportunity to bid on any route occupied by a less senior driver and will be awarded such route. This procedure will be repeated with each subsequent route left open until all routes are filled.

If a regular route becomes available other than because of an employee's approved leave of absence or a new route is created and there is a vacancy that needs to be filled, the vacancy shall be posted for a minimum of five (5) working days in order for any interested and eligible driver to apply. If a regular route time(s) increases by thirty (30) minutes or more, the route will be bid as a vacancy in accordance with the provisions of this paragraph. The posting of route increases based on August/September route timing will occur no later than the Friday before Fair Break. Drivers will be eligible to apply for a vacancy if they have satisfactorily completed their probationary periods and if the route will not cause the driver's regular hours to exceed forty (40) hours per week. The driver with the most classification seniority applying shall be awarded the route within three (3) working days after the closing of the bid. This five-day posting procedure will then be repeated with each subsequent route left open until all the routes are awarded. If no employee in the bargaining unit bids on the route or if the route becomes vacant on or after May 1, then the Board may utilize a substitute for said route.

Route Timing

The District reserves the right to make adjustments to individual routes throughout the year according to the needs of the District. All route start and completion times will be reported as clock time, but total daily route time (as verified by the Transportation Supervisor riding each route and/or using the GPS system) shall be rounded up to the nearest $\frac{1}{4}$ hour for purposes of compensation. As part of the route time, in addition to actual driving time, drivers shall be paid for thirty (30) minutes of pre-trip and post-trip time and for an extra fifteen (15) minutes to cover additional time spent on occasion due to such things as traffic, inclement weather and warming buses. Routes will be timed from the time the bus leaves the bus garage or the driver's home, if permitted under Appendix D.

Distribution of Field Trips

A separate seniority list shall be established for drivers for the purpose of selecting field trips. Field trips will normally be posted and selected on Monday morning for the week beginning the following Monday, when scheduled far enough in advance. If the trips are scheduled late, they may be added to the posting and made available for employees to pick. However, any trips not on

the field trip book at least forty-eight (48) hours prior to the trips will be considered an emergency trip and will be offered to the most senior employee on a one-trip per day basis.

When students are transported on a school bus for a field trip, such trips will be selected by drivers on a weekly basis in accordance with a rotation list by seniority, beginning with the most senior driver. The initial rotation list will be developed at the beginning of each school year and will be ranked by seniority. Employees may request in writing to have their name added to or removed from that list at any time. If a driver asks to be added to the list after the beginning of the school year, his/her name will be added to the bottom of the list, not in order of seniority.

For opportunities among those willing to perform extra work, each employee who takes or declines to take an assignment shall be deemed to have taken the assignment for the purpose of offering opportunities on a rotating basis. If the trip hours interfere with the driver's regular route or would result in overtime hours for the driver, the driver will not be deemed to have declined to take an assignment. Only after an attempt has been made to contact each of the bargaining unit drivers on the rotation list to offer them an opportunity on each given assignment, and they have either refused that opportunity or could not be reached, will substitute drivers be offered the opportunity. If no driver on the trip rotation list accepts a particular trip, the Transportation Supervisor has the option either to offer the trip to a substitute driver or to require a driver on the trip rotation list to take the trip. When requiring a driver on the trip rotation list to take a trip, the Transportation Supervisor will first assign the least senior driver on the trip rotation list, then the second least senior, and so on, rotating who is required to drive a trip in reverse seniority order. Trips that will result in overtime hours should be avoided as much as possible. No driver may take a trip that conflicts with his/her regular route, except if offered by the Transportation Supervisor in connection with Spring sporting events, playoffs, or as necessary for other special events as determined by the Transportation Supervisor.

A bargaining unit driver who drives a field trip will be sent an e-mail through the District's FMX software system with his/her record of hours driven.

In the event a field trip is cancelled within twenty-four (24) hours of when it is due to start, the driver will be called and sent a text message to the phone number(s) provided on the trip ticket and shall be responsible for checking his/her phone for such text messages. If no phone call is made and no text message is sent or if the phone call and text message are sent less than one (1) hour prior to the start of the trip, and the driver shows up to drive the trip, the driver scheduled for the trip shall be paid a minimum of two (2) hours reporting time.

Drivers who agree to drive a field trip on a weekend or other non-student day (e.g., holiday, summer) shall be paid for thirty (30) minutes of pre-trip and post trip time.

Removal From Regular Route to Drive Trip

If the Transportation Supervisor removes a driver from his/her regular route to drive a trip as referenced in Article 10, Section 13, the Transportation Supervisor will first remove the most senior driver on the trip rotation list, then the second most senior, and so on, rotating who is given the opportunity to drive a trip in seniority order.

Bus Washing

Each driver shall be paid for the time required at his/her regular hourly rate as a driver for each of eight (8) required bus washings per year, subject to verification by the Transportation Supervisor that the bus washing was performed. Each driver will also be paid for up to a maximum of six (6) hours at the end of the school year for bus cleaning immediately prior to the end of the year inspection.

Drug Policies

All new drivers upon hire and all current drivers upon ratification of this Agreement will be given copies of Board Drug Policies related to drug-free schools and drug testing. If any of those policies are subsequently amended, all drivers will be provided with copies of the amended version(s).

ARTICLE 16 – WITNESS PAY AND JURY DUTY PAY

Absence in Response to Subpoena

1. An employee who is subpoenaed for a work-related court appearance, will receive the difference between the compensation received for this activity (i.e., witness fee, etc.) less expenses and his/her regular salary for the number of days involved.
2. Documentation showing the amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena, shall be remitted to the Employer before the end of the current pay period.

Absence in Response to Jury Summons

3. An employee who is summoned to jury duty will receive the difference between the compensation received for this activity (i.e., witness fee, etc.) less expenses and his/her regular salary for the number of days involved. The employee shall provide a statement immediately upon return from jury duty showing the amount of compensation received.
4. In the event of absence from duty for appearances in any nonwork-related court hearing or administrative hearing, the employee may apply for approval of personal leave. If a member's personal leave is already exhausted, up to two (2) additional days of paid "court leave" may be used for court appearances. Documentation must be provided to justify use of court leave.

ARTICLE 17 – INCLEMENT WEATHER/CALAMITY DAY

1. In the event school is canceled due to inclement weather or other public health or safety reasons, the Employer will use its best efforts to call employees (e.g., phone tree) and will notify local news stations of the decision to cancel no later than 5:30 a.m. Employees remain responsible, however, for checking the designated television and/or radio stations for announcements of a cancellation. Employees who are in a non-pay status before or after a calamity day will not be paid for the calamity day. Otherwise, in accordance with the requirements of the Ohio Revised Code, employees shall be paid their regular wage

rate for all time lost when school is closed due to inclement weather, an epidemic, or other public calamity.

2. In the event school is delayed due to inclement weather or other public health or safety reasons, the Employer will use its best efforts to call employees (e.g., phone tree) and will notify local news stations of the decision to delay no later than 5:30 a.m. If the decision is subsequently made to cancel after a delay has been announced, the Employer will use its best efforts to call employees (e.g., phone tree) and will notify local news stations of the decision to cancel no later than 7:30 a.m. Employees will remain responsible, however, for checking the designated television and/or radio stations for announcements of a delay. Employees will then receive their appropriate rate of pay for their bid route if routes are run that day.

ARTICLE 18 – ASSAULT LEAVE

1. Any employee who must be absent from his or her duties due to physical disability resulting from an assault by a student or the parent or legal guardian of a student of this system, while on duty and engaged in school-related activities, on or off school premises, before, during or after school hours, will be paid his or her full scheduled compensation (except as provided in Section 4 below) for a maximum period of fifteen (15) days, not to be deducted from sick leave. The period of such absence, as defined in this provision, shall be termed "Assault Leave."
2. Before Assault Leave can be approved, the employee shall furnish to the Transportation Supervisor, a written, signed statement on Board-prescribed forms describing circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the employee shall also furnish to the Transportation Supervisor a statement of the nature of the disability and its duration, which has been signed by a physician.
3. Falsification of either the written signed statement or the events or circumstances surrounding the assault or the physician's statements shall be grounds for suspension or termination of employment.
4. Assault Leave benefits shall not be paid if Workers' Compensation benefits are paid to the employee. In order to be eligible for Workers' Compensations benefits, the employee must go to First Medical or other BWC-approved facility for treatment and drug/alcohol test.
5. The Employer may require an examination by and a certificate from a licensed physician, chosen and paid by the Employer, that the employee was disabled from performance of any duties, which the employee is qualified to perform, and the nature and duration of such disability.
6. The employee is encouraged to file appropriate action against the person committing the assault, including criminal charges or civil action or both, in case of any assault or injuries.

ARTICLE 19 – LEAVES OF ABSENCE

Sick Leave

1. All full-time school bus drivers shall accrue paid sick leave at a rate of 1¹/₄ days per month for 12 months for a total of 15 days of sick leave per school year, cumulative up to a maximum of 300 days.
2. Employees may use sick leave for absence due to:
 - a. Personal illness or injury;
 - b. Illness due to pregnancy;
 - c. Doctor's appointments;
 - d. Exposure to contagious disease, which could be communicated to others;
 - e. Illness, injury, or death in the employee's immediate family; and/or
 - f. Funeral of a close personal friend or step-relation.

For purposes of this section, "immediate family" is defined as: parents, siblings, children, grandchildren, grandparents, spouse, father-in-law, mother-in-law, or anyone living in the same household or dependent on the bargaining unit member for care.

3. Sick leave will be paid at the employee's current regular rate of pay as a bus driver.
4. The Employee must call the Transportation Supervisor as soon as possible, but no later than one (1) hour before the scheduled route time to advise of the use of sick leave, except in an emergency situation where the Employee had no awareness of illness one (1) hour prior.
5. An employee absent from duty for sickness because of the reason(s) as specified in subparagraphs a through f of Paragraph 2 shall complete any required paperwork prior to the absence, if possible, or within 24 hours after return to duty. On the designated sick leave form, the Employee must certify the reason for absence. If medical attention is required, the Employee's statement must list the name and address of the attending physician and the date(s) when s/he was consulted. Employees who are absent for at least three (3) consecutive sick leave days must produce a doctor's note upon return to work, unless that requirement is waived by the Employer for good cause shown. A doctor's excuse will generally only be required following a sick leave absence of three (3) or more consecutive work days, but the Employer maintains the right to require a doctor's excuse in other circumstances as set forth in paragraph 8 below.
6. Employees who transfer from the service of another school district or any public agency in the State of Ohio shall be credited with the unused balance of his/her accumulated sick leave in accordance with the requirements of ORC 3319.141, upon presentation by September 15 in the first year of employment of a certificate of verification from the administrative officer where the employee was last employed showing the number of accumulated sick leave days.

7. The Employer maintains the right to investigate any employee's absence or pattern of absences, to require a physician's written certification of the nature of any illness or injury of an employee, and/or to require a fitness-for-duty examination by a physician appointed by the Board at the Board's expense. Falsification of sick leave, including fraudulently requesting sick leave or falsifying a physician's verification or other sick leave record is grounds for termination of employment.
8. Each new employee (employed less than one year) who has insufficient accumulated sick leave to cover an absence shall be advanced up to five (5) days of sick leave. Those days shall not be added to, or supplement, the amount that the employee earns on the basis of completed months of service.
9. Sick leave may be taken in one-half (1/2) day increments.
10. Upon retirement, any member of the bargaining unit who has ten (10) or more years of service with the Board and is eligible for retirement benefits under SERS rules upon the date of separation from employment, may elect to be paid the value of one-fourth (1/4) of his/her unused, accumulated sick leave, not to exceed the value of seventy (70) days (1/4 of the maximum accumulation of 280 days). Severance pay shall be made based on the unit member's rate of pay at the time of actual retirement. Such payment shall be made only once to any unit member and shall extinguish all accumulated sick leave to the credit of such unit member.
11. An Employee absent from work in excess of the number of sick leave or other authorized leave days accumulated by the Employee shall receive a wage deduction calculated by multiplying the number of days or fractions of a day of such absence (not less than 1/2 day) times the Employee's regular hourly rate as a driver.
12. The above sick leave provisions shall supersede and take the place of the Ohio Revised Code provisions governing sick leave, including ORC 3319.141 and ORC 124.39.

Unpaid Medical Leave

13. An Employee who has exhausted paid sick leave, including leave donated through the sick leave bank, and is unable to perform job duties due to illness may request an unpaid medical leave of absence for a period of up to one (1) year.
14. From the date sick leave expires, the Board will continue to pay its share of the cost of insurance premiums for the Employee for one (1) month. At the end of the one (1) month, the Employee may continue insurance coverage by electing continuation coverage ("COBRA" coverage) and making payment of the full amount of the premium to the Treasurer by the 20th day of the prior month for coverage during the medical leave.
15. In order to return to work, the Employee must present to the Superintendent a physician's verification that the Employee is fit to return to work. The medical statement must be received by the Superintendent at least seven (7) calendar days prior to the date of resuming employment duties.

16. During the period of unpaid medical leave, it is required that the Employee explore the possibility of disability retirement with SERS.

Personal Leave

17. All full-time school bus drivers shall accrue three (3) personal leave days with pay at the beginning of each school year for use during that year. An employee hired during the school year shall have personal leave days pro-rated appropriately.
18. Requests for personal leave shall be submitted to the Transportation Supervisor as far in advance as possible, but at least forty-eight (48) hours in advance of the day requested. If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed by submission of a completed personal leave form. Once personal leave has been approved, the approval cannot be rescinded without the consent of the affected employee.
19. At the end of each year, the employees will be given the option of being paid for a maximum of three (3) unused personal days, and/or carrying over a maximum of one (1) unused personal days to the following year. There shall be a maximum of four (4) days of personal leave being held at any one time by any Employee, so no Employee will be permitted to carry over unused personal leave to another year if that would result in more than four (4) days held. Unused personal days not sold or carried over shall be converted to sick leave accumulation.
20. Personal leave will be paid at the employee's current regular rate of pay as a bus driver.
21. Personal leave may be taken in $\frac{1}{2}$ day increments.
22. Personal leave will not be available during the first five (5) days of the school year or during the last five (5) days of the school year, unless approved by the Superintendent (in the case of emergency or for attendance at events beyond the Employee's control).

Child Care Leave

23. A child care leave of absence without pay shall be granted upon request of the unit member for the purpose of child bearing and/or child rearing as follows:
 - a) With the exception of adoption, the request shall be in writing and submitted to the Superintendent at least two (2) months prior to the expected date of leave.
 - b) Under this Article, a unit member shall be entitled to a leave of absence not to exceed one (1) school year. A unit member who begins his/her leave of absence during the first semester shall be entitled to the remainder of that school year; a unit member who begins his/her leave of absence during the second semester shall be entitled to the remainder of that semester and, upon request, the following school year. Unit members must return from leave and work one (1) full school year before being eligible for any unpaid leave.

24. The unit member shall provide either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her required functions.
25. Sick leave shall not be used in lieu of an unpaid leave of absence for child rearing purposes, even with a doctor's note excusing a parent from work to provide care for a newborn child. Sick leave may only be used to care for a child who is ill or injured, per Sick Leave Section 2(e) above.
26. For the first six (6) weeks of child care leave, for employees not eligible for FMLA leave, the Board will continue to pay its share of any insurance premium for the employee. At the end of the first six weeks, the employee will have to pay the full amount of the premium in order to continue coverage, as with any other unpaid leave of absence, except for those leaves pursuant to the Family and Medical Leave Act, if eligible.

Sick Leave Bank

27. A catastrophic sick leave donation program is hereby established to assist employees who suffer a catastrophic accident or long-term illness or injury not job related or whose spouse or son or daughter suffers a catastrophic accident or long-term illness or injury necessitating the employee to be absent from work, when the employee has exhausted all other available paid leave. This program neither supersedes nor replaces other disability programs.
28. A committee shall be formed to administer the sick leave bank, such committee to consist of two (2) Employer representatives and two (2) unit members. A majority vote of the committee is necessary to approve any withdrawal from the bank. If an employee desires to make use of the catastrophic sick leave donation program and the conditions below are met, then the employee may request through a bargaining unit member of the committee that sick leave days be transferred to the employee from other bargaining unit members' accumulated sick leave. If the committee approves a sick leave donation, then the committee shall notify the Treasurer of the Board, in writing, of the number of days to be deducted, from whom, for what dates, and the person receiving the transferred days. Included in the notice shall be a signed statement by the unit member(s) involved authorizing the Board Treasurer to transfer the days. The approval of the committee shall not be unreasonably withheld.
29. The catastrophic sick leave donation program can be utilized by an employee only if all of the following conditions are met:
 - a) The committee determines that the long-term injury or illness of the employee or the employee's spouse or son or daughter is catastrophic. Examples of a catastrophic long-term injury or illness include cancer or a paralyzing ski accident. Examples of injuries or illnesses that would not be considered catastrophic include pregnancy (without complications) or a broken bone.

- b) A doctor certifies that a long-term medical injury or illness exists.
- c) The injury or long-term illness must require the employee to take at least 30 days off.
- d) The employee must have worked for the Board for at least one school year.
- e) All sick leave donations must be voluntary.
- f) Donations of sick leave must be in units of one (1) day.
- g) The employee requesting sick leave donation must not have applied for disability retirement.
- h) Unless otherwise approved by the committee and the Board of Education, no more than twenty (20) days total sick leave per catastrophe can be donated. A list of unit members, with the number of days being donated to the Sick Leave Bank by each member, is to be submitted to the Treasurer's office by August 30 each year and cannot be changed or supplemented after October 31.
- i) Unless otherwise approved by the committee, no bargaining unit member may donate sick leave if the donation will reduce his/her accumulated sick leave balance to fifteen (15) days or less.
- j) Prior to receiving a sick leave donation, the employee must have exhausted his/her own sick leave and personal leave.
- k) The sick leave donated shall be paid at the rate earned by the recipient.
- l) The bus driver who is using donated sick leave will not earn additional sick leave while receiving the donated leave day(s).
- m) Sick leave days shall not be transferred to the **donor** unless needed to be used by the **donor**.

Bereavement Leave

Members of the bargaining unit shall be granted bereavement leave due to the death of an immediate family member; immediate family shall be defined as husband, wife, children/stepchildren, parents, siblings/step-siblings, grandparents and any others who are dependent upon the unit member for care.

Members shall be granted a maximum of three (3) bereavement leave days per occurrence, not to be pulled from the members sick leave. Additional paid sick days may be granted upon Superintendent approval.

Deduct Days

The Employer shall continue its practice of considering requests for "deduct days," up to a maximum of five (5) days per employee per school year. Additional days may be granted in extraordinary circumstances, in the discretion of the Transportation Supervisor. Requests are subject to approval by the Transportation Supervisor or designee. Such requests shall not be unreasonably denied.

Religious Observance

The Employer shall make reasonable accommodation of an Employee's religion by permitting absences for religious observance to the extent required by the Ohio or United States Constitutions.

Professional Leave

An employee may request professional leave for participation in a professional development opportunity that would benefit the District and its students. All District procedures must be followed and required forms must be completed and submitted electronically using the applicable District software (e.g., FMX) in applying for professional leave. Such leave will be subject to the approval of the Superintendent.

ARTICLE 20 – CONTRACT ADMINISTRATION

1. Supersedes Prior Agreements and Practices

This Agreement constitutes the entire Agreement between the Employer and the Union and supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee, except for Board policies the subject of which are not in conflict with any provision of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

2. Amendments to Agreement

Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

3. Severability

Any part of this Agreement which conflicts with applicable state or federal laws or regulations shall be considered invalid. In the event any of the provisions of this Agreement shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of existing or subsequently enacted legislation, then such provision shall not be applicable or enforced, but all remaining parts of this Agreement shall remain

in full force and effect for the term of this Agreement. Nothing contained in this Agreement is intended to violate any federal or state laws, rules, or regulations made pursuant thereto.

4. Agreement Supersedes ORC

The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the ORC in all provisions addressed by this Agreement, even where the ORC is not specifically referenced.

ARTICLE 21 – HOLIDAYS

1. Eligible employees shall have the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day

Holiday Pay:

2. Holiday pay shall be the number of hours of the regular route of a driver and employees who are required to work a holiday will receive their holiday pay in addition to their regular hourly rate of pay for all hours worked on the holiday.
3. When any of these days falls on a Saturday, the preceding working day not a holiday shall be deemed to be that holiday. When any of these days falls on a Sunday, the following working day not a holiday shall be deemed to be that holiday.

Eligibility

4. Employees must be in paid status the scheduled day before and the scheduled day after the holiday in order to be paid for the holiday.
5. Hours paid for holiday pay shall not be counted toward the calculation of hours for overtime.

ARTICLE 22 – SERS PICK-UP

1. The Board agrees to "pick-up" each employee's SERS contribution, at no cost to the Board, using the "salary reduction" method. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory reduction from the contract wages otherwise payable to such employee, for the purpose of federal and state income tax only. This amount is currently tax-deferred for purposes of the employee's federal and state income tax.
2. The Employer shall compute and remit its employer contributions to SERS based upon the employee's total annual wages, including the "pick-up." For federal and Ohio income tax purposes, the Employer shall report as the employee's gross income the total annual wages less the amount of the "pick-up." For municipal income tax purposes, the Employer shall

report as the employee's gross income the total annual wages, including the amount of the "pick-up." Income tax withholding shall be computed based upon gross income as report to the respective tax authorities.

3. The Board's total combined expenditures for employee's total annual wages otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
4. The "pick-up" shall be included in the employee's total annual wages for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
5. The "pick-up" shall be a uniform percent for all employees at the SERS specified rate, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option. No employee shall have the option to elect a wage increase or other benefit in lieu of the Employer "pick-up."
6. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS, Ohio Attorney General, or other governmental entity declares the "pick-up" not to be tax deferred, the Board will be held harmless and this Article shall be null and void.

ARTICLE 23 – WAGES

1. The salary schedules for 2020-2021 have been established as Appendix C for this contract. In each year of this Agreement, all bargaining unit members shall advance one step on the salary schedule compared to the previous year (e.g., a member at Step 10 for the 2019-2020 contract year will advance to Step 11 for the 2020-2021 contract year).
2. Employees must be employed at least six months to be eligible for a step increase the next year.
3. Drivers who transport students on field trips shall be paid the hourly wage indicated on Appendix C.
4. Each bus will be equipped with the necessary supplies such as body fluid containment bags, tissues, a broom, a trash can, and a first aid kit. Drivers shall be responsible for notifying the Transportation Supervisor if they need replacement supplies.
5. The Transportation Supervisor or Superintendent or designee will be available by radio or cell phone at all times when a bus is in use.
6. Each Driver will receive a ticket or pass to any extracurricular event to which the driver is transporting students and all home sporting events excluding tournament play.

7. Following completion of thirty (30) years of service with the Amanda-Clearcreek School District (not counting any service elsewhere), a bargaining unit member shall receive a one-time longevity bonus of \$400.00. The bargaining unit member shall be entitled to this bonus even if s/he retires from service effective immediately after completion of the thirty (30) years of service.

ARTICLE 24 – INSURANCE

- A. An insurance committee shall be created, which will meet at least quarterly or as needed. The committee will be comprised of: A maximum of five (5) persons appointed by the Superintendent and a maximum of five (5) ACEA members consisting of at least one representative from each grade cluster (Primary, Elementary, Middle School and High School) appointed by the Association President(s), as well as a maximum of two (2) Teamster members. All insurance plan documents and benefits are located on the Resource page of the Google All Staff

<https://sites.google.com/amanda.k12.oh.us/allstaffresources/all-staff>

- B. Term Life

The Board shall provide each unit member with a term life insurance policy with a face value of twenty-five thousand dollars (\$25,000) and double indemnity. The Board shall pay one hundred percent (100%) of the premium.

- C. Group Medical

1. The Board shall provide hospitalization, medical and surgical coverage to each unit member, either single or family, at the unit member's discretion. The coverage provided shall be substantially equivalent to current coverage.
2. For Employees scheduled to work an average of six (6) or more hours per day and for employees with 10 or more years of service scheduled to work an average of at least four (4) hours per day, the Board shall pay eighty percent (80%) of the single or family premium per month and the unit member shall pay twenty (20%) percent of the single and/or family premium per month. For employees with fewer than 10 years of service scheduled to work an average of at least four (4) hours per day but fewer than six (6) hours per day, the Board shall pay a percentage of the single or family premium per month as follows:

<u>Years of Service Board</u>	<u>Contribution Family</u>	<u>Board Contribution Single</u>
Up to 5 years	50%	60%
5 years	55%	60%
6 years	60%	60%
7 years	65%	65%
8 years	70%	70%
9 years	75%	75%

The unit member's share will be paid by payroll deduction. The Board will not make any contribution to the premium cost of insurance for an Employee scheduled to work an average of less than four (4) hours per day.

3. The Board may change carriers with sixty (60) days' notice to the Union, but benefits and services provided under the new plan shall be substantially equivalent to the benefits and services provided in the current plan.
4. Teamsters members were given an opportunity to remain with the current insurance plan or choose a New Base Plan or a Health Savings Account (HSA) Option. They had until November 30, 2017 to choose.
5. All new employees hired after July 1, 2020 will will be offered the HSA medical plan.
6. Once any current employee opts for the New Base Plan or HSA Option, they cannot opt back to the current existing plan.
7. Once any employee opts out of the Board's major medical plans, if they choose to return, they must enroll in the HSA plan
8. Once any employee opts for the HSA Plan, they cannot elect the New Base Plan.
9. Open enrollment will be during the month of November each calendar year with the coverage to start January 1st of the next calendar year. In order to complete the annual open enrollment process, employees must attend the open enrollment meeting at a time and location specified by the Board.
10. If a current employee chooses the HSA Option with lower out of pocket (OOP), the following will take place:

2020-2021 The district will fund \$1,000/single plan and \$2,000 family plan for any current employee who opts into this insurance plan or is already participating in the plan.

Payment made 1st week in January 2021, with the exception of new hires, who will receive half-payment October 1 and half payment January 1.

2021-2022 The district will fund \$1,000/single plan and \$2,000/family plan for any current/new employee who opts into this insurance plan or is already participating in the plan.

Payment made 1st week in January 2022, with the exception of new hires, who will receive half-payment October 1 and half payment January 1.

2022-2023 The district will fund \$1,000/single plan and \$2,000/family plan for any current/new employee who opts into this insurance plan or is already participating in the plan.

Payment made 1st week in January 2023, with the exception of new hires, who will receive half-payment October 1 and half payment January 1.

11. OPT-OUT INCENTIVE

1. The Board will pay an annual Opt-Out Incentive to unit members who opt-out of the Board's major medical health insurance plan during the open enrollment period of each year. The opt-out incentive shall be two thousand dollars (\$2,000)
2. The lump sum payment shall be made in the last pay in December of each calendar year.
3. For part-time unit members, the opt-out incentive will be one thousand dollars (\$1,000).
4. In order to be eligible to receive the opt-out incentive, the unit member must stay off the Board's major medical health insurance plan from January 1 through December 31 of that plan year. However, if the unit member experiences a qualifying event (including, but not limited to, the unit member's spouse losing his/her job), then, in such event, the unit member will be eligible to immediately resume his/her health insurance coverage through the Board.
5. During the 2020 plan year, current unit members who are not covered under the Board's major medical health insurance plan from January 1 of 2020 to December 31 of 2020 will receive a one-time only opt-out incentive of two-thousand dollars (\$2,000). The incentive will be paid on the December 2020 pay.

D. Group Dental

1. The Board shall provide dental insurance with single or family coverage at the unit member's discretion for unit members.
2. For Employees scheduled to work an average of six (6) or more hours per day and for employees with 10 or more years of service scheduled to work an average of at least four (4) hours per day, the Board shall pay ninety-five percent (95%) of the premiums for this coverage. For employees with fewer than 10 years of service scheduled to work an average of at least four (4) hours per day but fewer than six

(6) hours per day, the Board shall pay a percentage of the single or family premium per month as follows:

<u>Years of Service</u>	<u>Board Contribution Family or Single</u>
Up to 5 years	50%
5 years	57.5%
6 years	65%
7 years	72.5%
8 years	80%
9 years	87.5%

The Board will not make any contribution to the premium cost of insurance for an Employee scheduled to work an average of less than four (4) hours per day.

3. The Board may change carriers with sixty (60) days' notice to the Union, but benefits and services provided under the new plan shall be substantially equivalent to the benefits and services provided in the current plan.

E. Group Vision

1. The Board shall provide vision insurance with single or family coverage at the unit member's discretion for unit members.
2. For Employees scheduled to work an average of six (6) or more hours per day and for employees with 10 or more years of service scheduled to work an average of at least four (4) hours per day, the Board shall pay eighty percent (80%) of the single or family premium per month and the unit member shall pay twenty (20%) percent of the single and/or family premium per month. For employees with fewer than 10 years of service scheduled to work an average of at least four (4) hours per day but fewer than six (6) hours per day, the Board shall pay a percentage of the single or family premium per month as set forth in section C(2) above. The unit member's share will be paid by payroll deduction. The Board will not make any contribution to the premium cost of insurance for an Employee scheduled to work an average of less than four (4) hours per day.
3. The Board may change carriers with sixty (60) days' notice to the Union provided, however, that benefits and services provided under the new plan shall be substantially equivalent to the benefits and services provided in the current plan.

F. Enrollment Period

November is the open enrollment period for signing up for or changing insurance benefits. No changes may be made after November except in the case of "qualifying events" as defined by federal law. New employees hired after November 30 have thirty (30) days to sign up for insurance benefits.

G. Section 125 Plan

The Board shall maintain a Section 125 Plan for the payment of insurance premiums with pre-tax dollars. The Board's third-party administrator for the Section 125 Plan requires that employees attend an informational meeting annually in connection with completion of the election forms, in order to elect to participate in the Section 125 plan.

H. For purposes of medical, dental and vision insurance only, an employee's years of service shall include years of service in the same classification with a prior school district, up to a maximum of five (5) years.

ARTICLE 25 – LABOR MANAGEMENT COMMITTEE

In the interests of sound labor relations, the Employer and the Union agree that during the life of this Agreement, representatives of each shall meet monthly, or as otherwise mutually agreed, for the purpose of discussing matters of mutual concern, including but not limited to matters of employee health, safety, and training. Such meetings shall not be for the purpose of conducting collective bargaining or to process any pending grievances.

The Employer shall be represented at labor-management meetings by up to three (3) individuals of management's choice. The Union shall be represented by the Business Representative of Local No. 284, the Chief Steward, and by up to one (1) additional employee representative, as designated by the Chief Steward. When needed to adequately discuss a particular matter, additional management representatives and employees may attend a labor-management committee meeting upon the mutual agreement of management and the Business Representative of Local No. 284, or his designee.

At least one (1) week prior to any labor-management committee meeting, the parties shall provide each other with a list of matters which each of them intends to discuss at the meeting.

The bargaining unit shall be furnished a proposed school calendar at least four (4) weeks in advance of the adoption of the calendar by the Board. At least two (2) weeks in advance of the adoption of the calendar, the bargaining unit may provide input to the Superintendent regarding the school calendar. The Board shall retain final authority with respect to the school calendar.

A representative of the bargaining unit will be invited to participate on the Finance Committee, the District Leadership Team, and the School Stakeholders' Meetings, as long as such committees exist.

ARTICLE 26 – SUBCONTRACTING/BARGAINING UNIT WORK

1. All driving of Board-owned buses for transportation of students on behalf of the Board that is currently being performed by employees in the bargaining unit will continue to be performed by employees in the bargaining unit, except that the Board retains the authority under this Article to use vans and/or contract out for such work for the same reasons it has done so in the past. If it is impractical to transport certain students by regular bus, they may be transported by other means. This provision shall not be construed to impair any

right of the Board to privatize its entire transportation operations in accordance with ORC 3319.0810.

2. Except in the event of subcontracting or privatization referenced in paragraph 1 above, in cases of emergency, for purposes of instruction, for purposes of safety, or in the absence of qualified staff or substitutes, the Employer agrees to have only bargaining unit members drive on regular school bus routes and drive on extra trips requiring a school bus.

ARTICLE 27 – RETIREMENT INCENTIVE PAY

- A. Beginning with retirements occurring after July 1, 2010, if a unit member retires in the first year that he/she is eligible to retire pursuant to SERS regulations as they may be amended over time, he/she will receive forty (40) additional days of severance pay. The additional severance pay would be paid based on the unit member's per diem rate at the time of retirement.
- B. Only unit members in their first year of retirement eligibility will be eligible for this retirement incentive.

ARTICLE 28 – SEVERANCE PAY

Any unit member who has no less than ten (10) years of service in the District who actually retires and is eligible for retirement benefits under SERS upon the date of separation from their employment may use their unused, accumulated sick leave for severance pay in the following manner and under the following guidelines:

- A. Calculation for the severance benefit shall be one-fourth of the unused accumulated sick leave up to 2250 hours (300 days) not to exceed 562 hours (75 days.)
- B. Severance pay shall be made on a per diem rate at the time of actual retirement (contractual salary excluding supplemental contracts divided by the total number of days on the school calendar.)
- C. Payment of severance pay shall be in a lump sum within sixty (60) days after receiving their last regular paycheck as long as the unit member has provided the Employer with notice and written substantiation that he/she has actually retired and is receiving retirement benefits from SERS. Such written substantiations must be made to the Board Treasurer within sixty (60) days after the unit member actually retires.
- D. Such payment shall be made only once to any unit member and shall extinguish all accumulated sick leave to the credit of such unit member.
- E. Unit members who are retiring must participate in an exit conference with the Treasurer, or must sign a waiver indicating their refusal to meet.

ARTICLE 29 – ACADEMIC DISTRESS COMMISSION

As required by ORC Section 3302.10(P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions and agree to follow the law set forth therein.

ARTICLE 30 EMPLOYMENT OF RETIRED BUS DRIVERS

- A. For purposes of salary schedule placement upon initial employment, a previously retired bus driver (“PRBD”) will be granted a maximum of (10) years’ service credit, at the discretion of the Board. (A PRBD with less than five years of credited bus driving experience will be placed initially at their appropriate experience step on the salary schedule.) A PRBD may advance up to but not beyond Step 10 on the salary schedule.
- B. All PRBDs will be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal.
- C. No performance evaluations shall be required.
- D. PRBDs may be re-employed from year to year, with Board approval, but shall not become eligible for continuing contract status.
- E. For purposes of Reduction in Force, PRBDs will not accrue seniority.
- F. PRBDs shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.
- G. PRBDs shall be eligible to participate in the District’s medical, vision and/or dental insurance program. The Board shall pay 80% of the single premium per month and the unit member shall pay 20% of the single premium. The PRBDs share will be paid by payroll deduction. PRBDs are not eligible for family insurance.
- H. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- I. PRBDs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
- J. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC 3318.081, 3319.172, and 124.39(B).

Bus Driver Salary Schedule
 (Effective July 1, 2017 -June 30, 2020)
 Amanda-Clearcreek Schools

Paid Holidays LaborDay, Thanksgiving Day, Christmas Day, New Years Day,
 Martin Luther King Day, Memorial Day

School Year	2019 2020	2020 2021
	2.50%	3.00%
Sub Rate	\$14.18	
Trip Rate	\$14.25	\$14.50
Step		
0	\$18.40	\$18.95
1	\$18.71	\$19.27
2	\$19.10	\$19.67
3	\$19.43	\$20.01
4	\$19.80	\$20.39
5	\$20.18	\$20.79
6	\$20.52	\$21.14
7	\$20.93	\$21.56
8	\$21.24	\$21.88
9	\$21.62	\$22.27
10	\$22.00	\$22.66
11	\$22.54	\$23.22
13	\$22.70	\$23.38
14	\$23.00	\$23.69
15	\$23.38	\$24.08
16	\$23.76	\$24.47
17	\$24.15	\$24.87
18	\$24.35	\$25.08
20	\$24.73	\$25.47
25	\$25.11	\$25.86

178 actual working days - 3 to 6 hours working time, depending on route

Vacations and holidays shall coincide with the school calendar.

Individuals must be employed at least six months to be eligible for pay increase the next year.

APPENDIX B

If a driver kept his/her bus at home as of the effective date of this contract and his/her house is closer to his/her assigned route for the school year than is the compound, then the driver may continue to keep his/her bus at home for the 2020 through 2023 school years.

(Effective July 1, 2020- June 30, 2023

Amanda-Clearcreek Schools

Effective July 1, 2020, all salary schedules shall be increased in each year of the contract by the same percentage that may be negotiated for the Amanda Clearcreek Education Association for the latter's 2020-2023 collective bargaining agreement; likewise, any stipends, lump sum payments, or signing bonuses, which shall be negotiated for the Amanda Clearcreek Education Association for the latter's 2020-2023 collective bargaining agreement shall be applied to all covered employees represented by Local 284.

Paid Holidays	Labor Day, Thanksgiving Day, Christmas Day,		
	New Year's Day, Martin <u>Luther</u> King Day, Memorial Day		
School Year	2019	2020	2021
	2020	2021	2022

