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FINDLAY CITY SCHOOLS
Findlay, Ohio

Agreement Between
**The Findlay City School District Board of
Education**
And
**O.A.P.S.E. Local #10
Findlay Transportation**

July 1, 2021 – June 30, 2024

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ARTICLE 1 RECOGNITION

1.1 Recognition

The Board of Education of the Findlay City School District (hereinafter referred to as the "Board") recognized local No. 010 of the Ohio Association of Public-School Employees, AFSCME, and AFL-CIO (hereinafter referred to as the Union" as the sole and exclusive representative of the bargaining unit, which includes all regular bus drivers, and bus aides (see attached Appendix B as of July 1, 2021). All other Board employees are excluded from the bargaining unit.

1.2 Definition of "Employee"

The term "employees" or "classified employees" as used in this Agreement only refer to members of the bargaining unit.

1.2a Definition of Flex Driver

A qualified driver who is required to be available for route assignment, (at the discretion of the Supervisor) with a guaranteed five (5) hour minimum. Primary duties are to cover AM and PM routes when needed.

ARTICLE 2 PLEDGE AGAINST DISCRIMINATION AND COERCION

2.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or harassment as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability, or Union activity.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 The Union recognizes that the Board and its Administration are solely vested with the right to run District schools, that the Board and the Administration shall have the right to take any action they consider necessary and proper to effectuate management policy express or implied, and that there is no duty to bargain over such decisions or the effect(s) of such decisions.

Except as modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Superintendent all power, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the right to: determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of services, including the conduct and performance expected of a bus driver in emergency and other situations not covered by this Agreement; determine its overall budget, utilization of technology, and organizational structure; manage and direct bus drivers, including the right to select, hire, supervise, evaluate, retain, promote, transfer, assign, schedule, or lay off bus drivers; maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, processes, means, or personnel by which school operations are to be conducted including the management and determination of the location, type and number of facilities, the type of equipment, programs and work to be performed; suspend, discipline or terminate bus drivers; determine the adequacy of and effectively manage the work force; determine and carry

out the overall mission, goals, programs and services of the District and to utilize personnel in a manner determined by the Board to effectively and efficiently meet these purposes; promulgate and enforce work rules, orders, policies and procedures; determine the hours of work and work schedule; direct, assign, the schedule pupils and determine bus routes. The exercise of any of the foregoing management rights requires neither prior negotiations with, nor agreement of, the Union.

ARTICLE 4 – UNION RIGHTS

4.1 Seniority List

The Employer shall provide to the Union an up-to-date seniority list of every employee within the bargaining unit.

4.2 Annual Salary

The Employer will provide each employee with his/her annual salary including current pay range and step where appropriate, unused sick time and vacation time where appropriate, no later than the first pay period of each year. Employees may request in writing updated information on an individual basis. Said information shall be provided within ten (10) working days, if possible, but no more than twenty-two (22) working days.

4.3 Dues Deduction

The Employer agrees to deduct Union dues for every employee who authorizes the Employer to do so in writing, and to remit the dues to the State Union Treasurer monthly, together with a list showing the names of the employees and the amount deducted. A copy of the list will also be forwarded to the Local's Treasurer.

Deductions shall be semi-monthly for twelve (12) months.

4.4 Enrollment

Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Employer. Dues deduction authorization may be revoked by an employee during a ten (10) day waiting period ending August 31. Dues deduction authorization not revoked during the ten (10) day period shall continue for a successive period of one (1) year. Written notice of revocation shall be served upon the Treasurer and State Union Treasurer.

4.5 PEOPLE – Public Employees Organized to Promote Legislative Equality

The Employer agrees to deduct from the wages of any Union member a monthly PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in an individual written authorization executed by the employee and submitted to the Treasurer. The authorization may be revoked by giving written notice of revocation to the Treasurer. Any authorized deductions made under this Section shall be remitted promptly to the Union.

4.6 Use of Buildings, Facilities, Equipment, and Service

- A. The union and its Representatives shall have the right to use Employer's buildings at all reasonable hours for meetings upon twenty-four (24) hour notice, so long as it does not interfere with the normal conduct of a business day or previously scheduled activities.
- B. The Union shall have the right to use the Employer's facilities and equipment, including typewriters, duplicating equipment, calculating machines, computers, WIFI, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Union shall pay for a reasonable cost of all materials and supplies incident to such use. Should any equipment be damaged due to negligence on the part of the Union, the Union will pay for any necessary repairs.
- C. The Employer agrees to provide a bulletin board in an agreed upon area of the facility for use by the Union.

4.7 Visits By Union Representatives

- A. The Employer agrees that accredited Representative(s) of the Union, whether Local Union representative(s), Council representative(s) or International representative(s), shall have access to the Employer's facilities to conduct Union business.
- B. Union Representative(s) will notify the Transportation Director or designee of the visit(s). Upon arrival at the facility, the Union Representative(s) will check in with the Transportation Director, and shall not interfere with the duties and responsibilities of an employee or the operation of the facility.

4.8 OAPSE Business Leave

Up to two (2) elected delegates of OAPSE Local #010 shall have the right to attend the OAPSE Annual Delegate Conference for up to three (3) days without loss of pay (i.e. regular routes (a.m. /p.m.) noon routes, field trips, extras. No expenses for such meeting shall be paid by the Board. If an employee is a Local, District, or State Officer, the Board will grant up to five (5) days of unpaid release time for official Union business.

4.9 Vending Machine Proceeds

One half of the net proceeds from the vending machine at the bus garage will be spent at the discretion of OAPSE Local #010 officers, subject to the approval of the district's treasurer.

ARTICLE 5 – LABOR/MANAGEMENT MEETINGS

- 5.1 Upon request of either party but no more than once each month, at a mutually agreeable time, Employer representatives and Union representatives shall meet to discuss pending problems in order to maintain a harmonious relationship between the Employer and the Union. Both parties shall respond within a reasonable time to written requests for information germane to collective bargaining or contract administration. Providing information in the form it exists complies with this provision. Labor/management meetings may be canceled by mutual agreement. Union participants will be paid their regular rate of pay during meetings.

ARTICLE 6 – GRIEVANCE PROCEDURES

6.1 Definitions

- A. A grievance is defined as a complaint involving an alleged violation, misinterpretation, or misapplication of a specific Article or Section of this Agreement. If such grievance arises, there shall be no stoppage or suspension of work or concerted activity because of such grievance; but such grievance shall be submitted to the following grievance procedure.
- B. A grievant shall mean the Union or a person or group alleging that some violation or misinterpretation of the above has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.
- C. Throughout this Article, "working days" means regularly scheduled workdays for bargaining unit employees and weekdays (that is, Monday through Friday, exclusive of legal holidays) during the summer recess between school years.
- D. In applying any time limit appearing in this Article, the day after the event that triggers the time period shall be counted as the first day of that period.

6.2 Grievance Procedure

Step 1. Informal Discussion

The grievant shall first discuss the alleged grievance with the Transportation Director within seven (7) working days of the occurrence of the grievance, or of when the grievant can reasonably be charged with knowledge of the occurrence of the grievance, at a scheduled meeting of sufficient duration to make a good-faith attempt to resolve the matter informally. The grievant may either discuss the matter directly or through a representative but must be immediately available if a representative is used.

Step 2. Submission of Written Grievance

Within seven (7) working days of the Step 1 response, if Step 1 has not solved the issue, the employee or local Union Officials will present the grievance in writing to the Transportation Director or designee. Within seven (7) working days after presentation of the grievance, the Transportation Director or designee shall give an answer in writing to the employee.

Step 3. Appeal to Superintendent

If the action taken at Step 2 does not resolve the grievance to the satisfaction of the grievant, it shall be the responsibility of the grievant to submit the proper forms to the Superintendent within ten (10) working days of receipt of the written disposition of Step 2. The grievant shall have the right to request a hearing before the Superintendent and the desire for same shall be so noted at the time the grievance forms are submitted. Such hearing shall be conducted within ten (10) working days after the receipt of the request. The grievant shall have the right to request a representative of the Union to be present at the time the grievance is being discussed and the Superintendent shall have the right to have a representative of the Administration to be present. The Superintendent shall

provide the grievant and the Union with a written disposition within ten (10) working days after the receipt of the grievance or of the hearing.

Step 4. Appeal to Arbitration

If the grievant is not satisfied with the disposition of the Superintendent, the Union may within fifteen (15) working days after receipt of the Superintendent's disposition, submit the grievance to an impartial arbitrator by filing with the Superintendent a request for arbitration. A request for a list of seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceeding. A second list may be requested by either party. An alternate strike method shall be used.

The arbitrator shall have no power to alter, add to, or subtract from, the provisions of this Agreement and his/her award shall be final and binding upon the parties. Either or both parties may be represented at the arbitration hearing. The fees and expenses of the arbitrator shall be split by the parties.

6.3 Grievance Forms

- A. Any grievance may be filed on the authorized Grievance Form agreed to between the parties.
- B. Such forms must provide for naming of the specific Article of the Agreement referring to the alleged violation, shall state the contention of the employee or the Union, and shall indicate the relief requested.
- C. The agreed-to Grievance Form shall be made available to any employees requesting such either through his/her supervisor or the local Union Representative.

6.4 Time Limits

- A. Within the time limit in that Step, any grievance not advanced to the next Step by the grievant or the local Union Representative shall be deemed resolved by the Administration's last answer.
- B. Step 1, Step 2, and Step 3 grievances not answered by the Administration within the time limit in that step may thereupon be advanced to the next higher step of the procedure.

ARTICLE 7 – EMPLOYEE DISCIPLINE AND PERSONNEL FILES

7.1 Employee Discipline Procedure

- A. An employee can be terminated or suspended for incompetency, dishonesty, use, possession or sale of any drug of abuse, use of alcohol or impairment from use of alcohol or any drug of abuse, insubordination, neglect of duty, or any other good and just cause. Prior to the termination or suspension of an employee, the Superintendent or Assistant Superintendent shall give the employee written notice of the allegations.
- B. Prior to taking any disciplinary action, the administration will investigate the situation and the employee will have an opportunity to deny the allegations and/or explain his/her actions.

The employee, at his/her option, may be accompanied by a Union representative, and the Union president will be invited to all disciplinary meetings which may result in a suspension or a termination.

- C. If it is determined that disciplinary action is warranted, traditional principles of progressive discipline (i.e. verbal warning, written reprimand, suspension, termination) will be followed, with the mutual recognition that preliminary disciplinary steps may be bypassed where warranted by the circumstances. Written notices of all disciplinary actions will be given to the employee and the employee will be given the opportunity to attach a written response within ten (10) working days of the date of the notice.
- D. If the Board terminates an employee in accordance with the Superintendent or Assistant Superintendent's recommendation, the Board, by adoption of a resolution, shall furnish the employee written notice, signed by its Treasurer, of its action, specifying the grounds therefore. If the Superintendent or Assistant Superintendent suspends an employee, he/she will send the employee a written notice, specifying the grounds for the suspension. The employee may file a grievance concerning the disciplinary action in accordance with the terms of Article 6 of this Agreement.
- E. Disciplinary action up to and including a suspension of three (3) days or less may be grieved through Steps 1-3 of Article 6, but not Step 4. The provisions of Section 124.34 of the Ohio Revised Code are superseded by this Article and any disciplinary action may not be appealed to the Findlay Civil Service Commission.
- F. A copy of any written discipline given to an employee will be forwarded to the Union President within five (5) working days after issuance.
- G. After five (5) years, any past disciplinary action will not be considered in any future disciplinary actions.
- H. Upon the employee's request, notices of warnings and reprimands will be removed from the employee's file ten (10) years after the disciplinary action.

7.2 **Personnel Files**

- A. Personnel files shall be maintained by the Assistant Superintendent. An employee and his/her representative shall have the right to review his/her file within five (5) working days of the written request.
- B. An employee shall receive a copy of any documents placed in the personnel file.
- C. An employee may respond in writing to information in his/her file and have the response included in the file. Upon request of the employee, the Employer shall provide copies of the documents, except those documents that require a third-party release, at a maximum charge of six cents (\$.06) per copy. An employee may grieve the inclusion of any material in his/her file under Article 6 of this Agreement.
- D. Anonymous material will not be placed in an employee's file.

E. No evaluation shall be placed in an employee's personnel file without an opportunity for discussion between the employee and evaluator. Evaluations shall only be based on the observations or knowledge of the evaluator. The employee shall have the right to review an evaluation and to submit a written response which shall be attached to the evaluation.

ARTICLE 8 - SENIORITY

8.1 Seniority

Seniority shall be defined as uninterrupted length of continuous service with the Board as a regular bus driver. Authorized leaves of absence do not constitute an interruption in continuous service.

8.2 Probationary Period

The probationary period is a period of time at the beginning of an original appointment, which constitutes a trial or testing period for the employee, and following or during which the employee may be terminated.

8.3 Nature and Length of Probationary Period

Each bargaining unit employee shall serve a probationary period following any original date of hire. The length of this probationary period shall be ninety (90) calendar days. For purposes of this Article, the days of the summer recess between school years shall not be counted as calendar days.

8.4 Evaluation during Probationary Period

- A. Each bargaining unit employee shall be evaluated twice during the probationary period.
- B. The first performance evaluation shall be completed within the first thirty (30) calendar days of the probationary period.
- C. The second evaluation shall be completed during the last thirty (30) calendar days of the probationary period.

8.5 Removal from Position

If the employee's services are found to be unsatisfactory, the employee may be removed at any time during the probationary period. A written statement of the reasons for such removal shall be supplied. Removal shall not be grievable or appealable to the Findlay Civil Service Commission.

ARTICLE 9 – DAYS OF WORK

9.1 Normal Schedule

The normal workweek shall be Monday through Friday, five (5) days, with the exception of those positions where the normal schedule includes Saturday and Sunday.

9.2 **Maximum Hours**

A. Procedures used to bid a route:

A driver may only bid a combination of A.M. /P.M. And mid-day routes that do not in the aggregate exceed eight (8) hours per day or forty (40) hours per week, based on a Monday through Sunday work week. Should such a combination evolve into more than the maximum permissible hours after it is bid, the Transportation Director shall reassign and adjust as necessary to stay within the maximum hour limit.

B. A driver may only bid and work a combination of AM/PM and Mid-day routes that do not in the aggregate exceed eight (8) hours per day or forty (40) hours per week. A driver may work additional hours on an occasional basis by subbing on mid-day and noon routes that are offered on a daily basis due to absences. Drivers shall be responsible for keeping track of monitoring their individual hours not to exceed 40 hours per week prior to accepting additional work and must be able to respond at the time the work is being offered.

9.3 **Overtime**

A. The overtime rate of time and one-half will be paid for work performed on a holiday, on Sundays, and for hours worked in excess of forty (40) in a week from Monday through Saturday.

1. Sick time, personal leave, Sunday time, unpaid leave, and deduct days will not be included in the calculation of hours worked in a week.
2. Holiday time and trip time will be counted in the calculation of hours worked in a Monday through Saturday week.
3. All overtime must be pre-approved by the Transportation Director, Director of Operations, Assistant Superintendent or Superintendent.
4. To the extent that field trips cause overtime hours, the payment of overtime will be based on the trip rate.

9.4 **Mandatory Meetings**

If the Transportation Director or some other management-level employee requires an employee's presence at a meeting, the employee will be compensated for such meeting at the regular rate of pay.

9.5 **Calamity Days**

When school is closed because of epidemics, severe weather conditions, or other public calamity, the employees shall be paid for the day. If the district is required to schedule a make-up day, employees will not be paid for work performed on the make-up day because they have already been paid for that school day. Beginning with the sixth calamity day of the school year, however, drivers who report to work before school is canceled will be paid for actual time worked, which will not be less than (1) one hour.

ARTICLE 10-LAYOFF AND RECALL

- 10.1 If it becomes necessary to reduce the number of bargaining unit members due to abolishment of positions, lack of funds, or lack of work, the following procedures shall govern such layoffs:
- A. The number of people affected by reduction in the force will be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position.
 - B. Whenever it becomes necessary to lay off employees for the reasons stated above, affected employees shall be laid off according to seniority within the classification with the least senior employee laid off first. Seniority shall be as defined in Article 8, Section 8.1 of this Agreement. Authorized leaves of absence do not constitute an interruption in continuous service. In the case of identical seniority, a flip of a coin will be used to determine which employee shall be laid off first.
 - C. Prior to the effective date of layoff, the Employer shall prepare and post for inspection in a conspicuous place, a list containing the names, seniority dates and classifications, and indicate which employees are to be laid off. Each employee to be laid off shall be given fourteen (14) days advance notice of the layoff. Each notice of layoff shall state the following:
 - 1. Reason for the layoff,
 - 2. The effective date of layoff, and
 - 3. A statement advising the employee of his/her rights of reinstatement from the layoff.
 - D. The Employer shall prepare a reinstatement list and the names of all employees employed under probationary status shall be placed on the reinstatement list in the reverse order of layoff. The names of all employees employed under continuing status shall be placed on a separate reinstatement list in reverse order of the layoff. Reinstatement shall be made from this list before any new employees are hired in the department or any employee is reinstated from the probationary list.
 - E. Vacancies which occur in the classification of layoff shall be offered to the employee standing highest on the layoff list before the next person on the list may be considered after the active employee's bid.
 - F. The employee's name shall remain on the appropriate list for a period of twenty-four (24) months from the effective date of layoff. If reinstated from layoff during the period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.

ARTICLE 11-SICK LEAVE

11.1 Accumulation of Sick Leave Credit

- A. Each employee shall receive annual sick leave in the amount of one and one-quarter (1-1/4) days per calendar month of employment or fifteen (15) days per year.
- B. Each new employee shall have five (5) days of sick leave credit available at the beginning of employment.

- C. The amount of sick leave credited to an employee accumulates without limit.
- D. Sick leave accumulated in other school districts in Ohio, is transferable to the record of the employee, upon presentation of certification by the employee from the school district, governmental, or educational agency in Ohio.

11.2 Use of Sick Leave

- A. Employees may use sick leave, upon approval of the Transportation Director, for absence due to:
 - 1. illness, injury, or exposure to contagious disease, where quarantined by the Board of Health.
 - 2. illness or death in the employee's immediate family. The term "immediate family" in the case of illness, shall be interpreted as meaning spouse, children, and parents, regardless of place of residence, and relatives living within the household. The term "immediate family" in the case of death shall also include brothers, sisters, grandparents, and grandchildren.
 - 3. any other reason approved by the Superintendent or Assistant Superintendent.
- B. To qualify for sick leave, pay by reason of illness, an employee must call in to notify his/her supervisor of the absence by 5:30 a.m. (7:30 a.m. for 2-hour delay days) if the absence pertains to an a.m. route. To qualify for sick leave for an extra or mid-day route, the transportation office must be notified prior to the driver leaving the lot for their regularly scheduled a.m. route time. To qualify for sick leave for p.m. route, the transportation office must be notified prior to 12:00 noon. An exception may be made if an employee becomes ill while on the job and whose illness, to the reasonable satisfaction of the Transportation Director, justifies leaving the job. Upon returning to work, the employee will complete a sick leave form.
- C. Sick leave will not be paid for illness on nonscheduled workdays, vacation days, or other paid leave days.
- D. Employees who have been absent for three (3) consecutive days or more, due to illness, must present a statement from the physician indicating that they are physically able to resume their duties on a full-time basis.
- E. In the case of death, the employee may use up to three (3) days of sick leave unless the funeral is at least 500 miles from Findlay, in which case the employee may use up to five (5) days.

ARTICLE 12- OTHER LEAVES

12.1 Personal Leave

- A. Each employee accrues three (3) days of personal leave per school year. Days before and after the District's student year as well as the first twenty (20) and last twenty (20) days of the District's student year shall not be permitted except in emergency cases approved upon written request to the Superintendent (or designee). Personal days may be taken in half day increments unless otherwise mutually agreed upon.
- B. On any working day, one (1) driver will be permitted a personal day. All personal day requests will be processed by the order they are approved. Two (2) additional drivers will be permitted personal leave on the same day as described herein if substitutes are available. Drivers with emergency requests as determined by the Transportation Director will be given preference.

- C. Application for personal days shall be in writing (Form #136). The application shall be sent to the Transportation Director at least five (5) days before the desired date, if possible.
- D. Personal leave may be accumulated with the further understanding that in no event may more than five (5) days be used in any given school year. An employee who completely severs employment with the District, excluding an involuntary termination of employment, who has more than ten (10) years of seniority shall be entitled, in addition to any severance pay that may be due under Article 22.4 of this Agreement, to a payment equal to 50% of his/her final personal leave balance calculated as to pay rate and daily hours in accordance with how severance pay is calculated.
- E. Personal leave may be used to attend the funeral upon a death in the immediate family. "Immediate family" shall be defined as set forth in Article 11, Section 11.2 (A)(2).

12.2 **Leave of Absence**

- A. Upon a written request, the Board may grant a leave of absence for a period of not more than two (2) years for educational, professional or other purposes, and shall grant such leaves where illness or other disability is the reason for the request.
- B. Upon the return of the employee from a leave, the Board may terminate the employment of a person hired for the purpose of replacing the returning employee while he/she was on leave.
- C. If after the return of the employee from leave, the person employed for the purpose of replacing an employee on leave is continued in employment as a regular employee, or if the person is hired by the Board as a regular employee within a year after employment as a replacement, he/she shall receive credit for their length of service with the Board during such replacement period.

12.3 **Workers' Compensation**

- A. All employees covered under this Agreement are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of, or arising out of, their employment.
- B. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor, or other designated representative, and an application may be filed with the Bureau of Workers' Compensation.
- C. Should any employee use any of his/her sick leave accumulation from the time of the injury to the date of the allowance by the Industrial Commission or any pro-rated supplement, any such leave attributed to the allowed service-connected injury may be bought back by repayment to the Employer on a dollar-for-dollar basis.

12.4 **Parental Leave**

- A. Employees shall have the right to use sick leave for absences due to pregnancy-related disabilities. Employees for whom sufficient sick leave is not available to cover such periods of disability shall be entitled to unpaid leave for that portion of a period of disability not covered by sick leave.
- B. The employee shall report her condition to her immediate supervisor as soon as it becomes known. A statement from the attending physician giving the anticipated date of birth of the child must be submitted. Before returning to work, she shall submit a statement from her physician stating that she is physically fit to perform her duties.

- C. Upon written request, the Board shall grant an unpaid leave of absence to an employee who has completed the probationary period described in Article 8, Sections 8.2, 8.3 and 8.4 of this Agreement and who wishes to remain an employee of the Board for child care or adoption for up to 182 work days. For a natural parent, such leave shall begin any time after the commencement of the mother's pregnancy and prior to the child's first birthday. For an adoptive parent, such leave shall begin at any time during the first year after receiving custody of the child (or prior to receiving custody if necessary in order to fulfill the requirements of adoption).

Applicants shall submit a written request for the leave to the Transportation Director at least 45 calendar days prior to the anticipated starting date of the leave setting forth the reasons for the leave and the duration. The Transportation Director may waive this latter requirement in an emergency or where circumstances (e.g., adoption) do not permit a 45-day notification. Unless otherwise mutually agreed, leave cannot expire during either the first four (4) or the last four (4) weeks of a school year. Leave may only be terminated prior to its expiration upon written request of the employee and approval of the Transportation Director in accordance with the needs and interests of the school system.

- D. The above parental leave provisions shall not preclude an employee eligible for leave under the Family and Medical Leave Act of 1993 from taking such leave in accordance with the terms of the Act and its implementing regulations. Nor shall the Act be viewed as diminishing an employee's leave rights under these parental leave provisions.
- E. If the basis for an approved leave, after sick leave has expired, is an allowed Worker's Compensation claim for which the Board was the employer, the Board will continue health and life insurance coverages and premium payments in accordance with the terms of Article 22 (Insurance) of this Agreement during the period of such absence, provided (1) such period shall not exceed twelve (12) months, and (2) the employee does not take disability benefits under Chapter 3309 of the Ohio Revised Code.

12.5 **Assault Leave**

The Board will grant assault leave with pay to an employee absent due to a physical disability resulting from an assault under the following conditions:

- A. The assault upon the employee must arise within the course and scope of the employee's employment by the Board, and a police report must be filed with respect to the assault as soon as practicable in light of the particular circumstances.
- B. As soon as practicable, the employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, names and addresses of witnesses (if known), and a physician's statement as to the nature of the disability and its possible duration.
- C. A maximum of ten (10) days of leave may be granted and shall not be charged against sick leave earned or earnable by the employee. This ten (10) day limit may be extended by the Board. Payment under this Section shall constitute the employee's entire compensation from the Board during the period of disability.

12.6 **Jury Duty**

An employee may be excused to serve on jury duty or will be excused under subpoena to appear in court. The employee will receive regular pay, but first must submit any compensation received along with an Employer's Certificate or copy of any order to appear in court that he/she receives. The Employer's Certificate is obtainable at the Court House when reporting for jury duty. The employee shall return to work if excused by the court two (2) hours or more prior to the employee's normal quitting time.

12.7 **Deduct Days**

- A. Employees may take up to five (5) unpaid deduct (dock) days per school year with prior approval of their supervisor.
- B. Employees who wish to take more than five (5) deduct days in the same contract year must be approved in advance by the Superintendent or his designee. Requests for the Superintendent's approval of more than five (5) deduct days in a contract year must be submitted in writing to the Superintendent's office at least 72 hours in advance of the requested time off.
- C. Employees taking unpaid deduct days will be charged their per diem pay and the Board's per diem cost for the employee's insurance benefits.
- D. There are two (2) exceptions to the inclusion of the Board's per diem cost of the employee's insurance benefits as part of the charge for the use of deduct days. These days will be considered as Time Off without Pay (TOP) days. Upon written request and approval of the Superintendent, the charge to employees for deduct days under either of the following circumstances will be limited to his/her per diem pay:
 - 1. When the employee has exhausted his/her sick leave, including any advanced sick leave days, and still needs to take the day off due to allowable reasons under this contract's sick leave provisions. In such circumstances, a doctor's or funeral director's certification must be submitted to verify that the absence was indeed due to a sick leave-eligible reason.
 - 2. In unusual circumstances, the Superintendent may also grant time off without pay, thereby waiving the per diem insurance cost as part of the employee's charge for the use of a deduct day.
- E. Employees will be subject to disciplinary action, commencing with a written reprimand and progressing up to and including termination, for any of the following circumstances related to deduct days:
 - 1. Failure to obtain pre-approval of a deduct day.
 - 2. Other unaccountable absence, e.g. no shows.

ARTICLE 13 REGULAR ROUTES AND BIDDING REGULAR ROUTES

13.1 **Regular Route Defined**

A driver's regular route is defined as those routes (A.M./P.M., or mid-day) assigned during the annual bid process or adjusted in accordance with Article 9, Section 9.2 of this Agreement.

A.M./P.M. and mid-day routes transport students to and from school and other destinations after their arrival on regular scheduled school days. Mid-day routes will service all District students. A mid-day route is further defined in Article 14 of this Agreement. Drivers with A.M./P.M. routes will receive a minimum of two (2) hours of pay for the A.M. segment and two (2) hours of pay for the P.M. segment at their regular hourly rate of pay.

Drivers will be paid based on the number of hours assigned to their AM/PM route at the start of each school year. If the route is changed on a permanent (after 3 weeks) change that increases or decreases the route's times, that new time will be their regular route time. Drivers can retain their route and be paid for any increase up to 44 minutes. If a route increases on a permanent basis by 45 minutes or more, it will be posted for bid. If a route decreases in time, the assigned driver's hours will never decrease below the hours the assigned driver secured at time of the annual Bid Meeting. The Bid Meeting is further defined in Article 13.2 of this Agreement.

13.2 **Route Bidding**

1. Prior to the end of every school year, the Transportation Director shall notify the Union of the date and time when the Bid Meeting will be held.
2. At least 6 (six) business days before the start of the school year on a date and time scheduled by the Transportation Director, all bus routes will be available for review in the training/break room.
3. At least 5 (five) business days before the start of the school year on a date and time scheduled by the Transportation Director, all bus routes determined by the Transportation Department, shall be offered for bid to drivers on the basis of seniority. Bus drivers shall attend the Bid Meeting to bid on available routes. Each bus driver shall have no more than fifteen (15) minutes to select an available bus route. The Transportation Director and/or Assistant Transportation Director shall be present at the Bid Meeting.
4. Seniority, for the purpose of this article, shall be based upon total continuous years in the Findlay City School District as a bus driver. A board approved leave of absence will not be considered as an interruption of service to the school district.
5. Drivers will choose, based upon seniority, the route of their choice for the upcoming school year. The selection process will begin with the AM/PM routes and then move to the mid-day/extra routes, in accordance to Article 14.2.
6. Each bus driver shall be paid two (2) hours at his/her applicable hourly rate for attendance at the Bid Meeting. If a bus driver is unable to attend the Bid Meeting, the bus driver shall submit a written notice prior to the Bid Meeting to the Transportation Director or the Assistant Transportation Director that a proxy has been given to another bus driver who shall then be permitted to engage in the bidding procedure on behalf of the absent bus driver. If a bus driver is unable to attend the Bid Meeting and fails to submit a written proxy notice prior to the Bid Meeting, he or she will be assigned the remaining available route(s) after all the bus drivers present have bid or those submitting written proxy notices prior to their absence have completed their respective selection.

13.3 **Permanent Vacancies**

Permanent route vacancies that occur during the school year will be posted for bid on the board for three (3) school days and awarded to the most senior bidder. In the event no current employee accepts the open vacancy, the route will be filled prior to the first day of the following school year.

13.4 **Annual Preparatory Activities**

Drivers will be paid the equivalent of one (1) hour per day in addition to their regular driving time for the first six (6) days of each year to compensate for preparatory activities. These include, but are not limited to, seating chart assignments, route corrections, etc. and shall be submitted to the Transportation Director prior to payment. Drivers are eligible for this payment only if they have all these required documents submitted to the bus garage office on or before September 29th of that year to receive this payment on the second pay period of October.

13.5 **Bus Assignment**

Busses will be assigned by the Transportation Director to specific routes in accordance with the capacity, mileage, and age of the busses, so as to get the most service out of each bus. Bus assignments will be done prior to the Bid Meeting.

ARTICLE 14-MID-DAY ROUTES

14.1 **Mid-Day Routes Defined**

- A. "Mid-day routes" mean preschool and/or extra routes as described in Paragraphs B, C and D of this Section.
- B. "Preschool routes" refer to the transportation of preschool students to and/or from school that take place after transporting Elementary students to and from school.
- C. "Preschool Noon routes" mean any transportation of preschool students to and from school at noon.
- D. "Extra routes" refer to all routes (other than regular A.M./P.M. and preschool routes) that happen on some type of regular schedule, whether it be daily, weekly, or monthly, and that transport students from one place to another after they have arrived at school property.

The Columbus School for the Blind route constitutes an extra route within the meaning of this provision and will not be considered a "trip" within the meaning of Article 17 of this Agreement. The need for the Columbus route will be determined annually by the Transportation Director.

14.2 **Bidding Mid-Day Routes**

- A. All mid-day routes will be bid separately from A.M./P.M. routes during the annual Bid Meeting. Drivers may select only those routes that will coincide with their regular route schedule.
- B. Mid-day routes submitted after the annual bid will first be assigned to existing mid-day routes servicing preschool students, then to other existing mid-day routes as determined by the Transportation Director. Mid-day routes that cannot be combined with existing routes will be posted for three (3) school days and bid by seniority.

14.3 **Mid-Day Route Pay**

- A. Preschool noon routes will be paid at a one and a half (1-1/2) hour minimum.
- B. A driver with an extra route will be paid his/her regular rate of pay for the route's timed hours.
- C. When a mid-day route under this Article is canceled for more than five (5) consecutive scheduled workdays, the driver will not be paid. Subject to the provisions of Article 13 and Section 13.2 of this Agreement, a bid mid-day route, unless it has been canceled for the year, will be considered part of the driver's regular day and included in calculating the driver's compensation for a paid holiday, paid calamity day, jury duty day, assault leave, personal leave, severance pay or approved professional leave. If the driver is on sick leave for the day, the driver will be paid for the mid-day route only if the route ran that day.

ARTICLE 15- FILLING OF VACANCIES ON MID-DAY ROUTES

15.1 **Day-to-Day Vacancies**

Drivers with a scheduled mid-day route will not be permitted to substitute on any route that interferes with their regular scheduled route(s). Drivers who have accepted a trip will not be eligible for mid-day routes that will interfere with that trip. Daily mid-day route vacancies will be offered to drivers on a rotational basis.

15.2 **Extended Absence**

When a driver is absent or gives notice he/she will be off work more than three (3) consecutive work days, the mid-day portions of his/her route will be temporarily offered to the most senior person who is eligible for the route on a daily basis until the regular driver returns. Drivers will not be eligible to secure trips that interfere with this temporary assignment. Drivers shall receive regular benefits after fifteen (15) days.

ARTICLE 16- DRIVING ON CONFERENCE AND IN-SERVICE DAYS

- 16.1 When a school serviced by the District is not in session for any reason including, but not limited to, conference days, in service days, Christmas and Spring breaks, drivers will be required to work only if their route services children attending a school that is in session. Drivers required to work on these days will run their own route and receive a minimum of two (2) hours for A.M. and P.M. routes. Mid-day routes serving kindergarten students will be paid a minimum of one and one-half (1-1/2) hours if the route is scheduled to be run. Mid-day routes and extra routes not servicing kindergarten students will be paid based on their regular timed hours if they run. Routes not being run by the assigned driver can be consolidated with another regular driver's or substitute driver's route. Routes requiring substitutes shall first be offered to drivers from the seniority list that do not have scheduled routes and then to non-bargaining unit substitutes.

ARTICLE 17- TRIPS

17.1 Definition of Trips

For purposes of this Article, "trips" means any school function that involves the transportation of students by a driver that does not occur on a regular schedule and it does not qualify as an AM/PM or mid-day route within the meaning of Section 13.1 and Section 14.1 of this Agreement.

17.2 Trip Scheduler Duties

One (1) driver will be assigned the duty of scheduling trips among bargaining unit drivers. All trip assignments made by the scheduler must be made according to the agreed upon trip assignment procedures.

For this purpose, the driver will be allotted two (2) hours per day; if this duty takes less than two (2) hours, it is mutually recognized that the driver may be assigned other driver duties during the remaining time. This duty will be posted and bid separately in accordance with the provisions of Article 13, Section 13.2 of this Agreement. The successful bidder will not be required to drive the Columbus School for the Blind extra route referred to in Article 14, Section 14.1 of this Agreement. If no driver bids for this duty, the scheduling of trips will be made by the Board. Notwithstanding any other provision of this Agreement, the successful bidder, if any, will serve a probationary period of thirty (30) scheduled work days; if the successful bidder is removed during this probationary period, the function will be awarded to the next person who bid for the position.

*Trip Assignment Procedures will be an appendix to this contract, and will be reviewed each spring prior to the end of the school year by the Transportation Supervisor and two (2) drivers chosen by the Union. Any changes recommended must be agreed upon by all 3 members of this committee and if changes occur the amended Appendix will be changed to replace the current procedure.

17.3 Trip Requirements and Constraints

Drivers who bid a trip that overlaps with the A.M. route will receive the field trip rate of pay for the full length of the trip. If an A. M. or P.M. route cannot be covered due to the lack of sub drivers, either 1) the trip time will be changed to a later time or 2) the trip may have to be canceled and may be rescheduled at a later date.

17.4 Grievance Procedures Relevant to Trips

If any grievance filed under Article 6 of this Agreement implicates the scheduling of a trip, the trip scheduler referred to in Section 17.2 of this Article shall be present at the Step 2 grievance conference. If a grievance alleges that a driver was wrongfully denied a trip opportunity, the exclusive remedy for adjusting and resolving that grievance, if it is deemed to have merit, shall be the award of another trip opportunity, not back pay or any other action by way of remedy. If the driver scheduled to drive a trip does not appear, it is mutually recognized that the Board has the right to assign a driver or substitute driver in order to ensure coverage.

17.5 **Canceled Trips**

It is mutually recognized that a trip may be canceled by the Board. If the date and/or time of an assigned trip is changed, the driver may keep the trip only if it continues to meet the requirements of this Article.

17.6 **Weekend Trip Procedures**

Drivers who are absent all or any portion of a Friday must notify the Transportation Office and/or trip scheduler referred to in Section 17.2 of this Article, prior to 2:00 P.M. of his/her intent to drive his/her scheduled Saturday and/or Sunday trips. Failure to notify by 2:00 P.M. will result in the trip(s) being reassigned.

17.7 **Effect of Other Leaves**

A driver who has time off on any work day due to sick leave, personal leave or a deduct day will be considered ineligible to drive a field trip on that same date.

17.8 **Use of Private Buses**

- A. Private (charter) buses may be used:
 - 1. when District drivers and/or school buses are not available for a particular trip;
 - 2. for trips over 150 miles one-way;
 - 3. for transporting students to and from regional semi-final competitions or higher;
 - 4. for out-of-state trips that exceed Ohio's limit for out-of-state travel in a public-school bus.
- B. If approved in advance by the Superintendent, private (charter) buses may also be used one time per year in each K-8 building when paid for by an outside organization.
- C. The Superintendent's approval will also be required for any use of private (charter) buses at Findlay High School not covered under #1 above. Such buses must be paid for by an outside organization.
- D. Exceptions to this policy will be made only with the approval of both the Superintendent and the President of OAPSE Local #010.

ARTICLE 18- BUS PROCEDURES

18.1 **Bus Maintenance Responsibility**

Drivers will document their daily pre-trip inspections on the forms provided prior to departing the garage. Inspection forms will be turned in weekly to the Transportation Office, reviewed by the Transportation Director, and filed. All mechanical problems must be reported in writing on a repair sheet immediately. Reports of mechanical problems on the radio must also be reported in writing on a repair sheet when the driver returns to the garage. Pre-trip inspection time: 10 minutes pre-trip am and 5 minutes post trip and 10 minutes pre-trip pm and 5 minutes post trip.

18.2 **Bus Conduct Reports**

Drivers are to follow the proper procedures when dealing with discipline situations on the bus. When a student is a problem, the driver must fill out a conduct report form, indicating the violations and describing all actions in a positive manner. All forms must be filled out and turned in immediately after the route on which the incident occurred. The driver must sign the form and give it to the Transportation Director. The form will be sent to the school principal who will contact the student as soon as possible. The form will be returned to the Transportation Director within five (5) days of the incident and the driver shall be furnished a copy of the completed form. If the driver has not received the response within the five (5) days, he/she must report same to the Director. The forms will be on file in the Transportation Office.

18.3 **Assignment and Care of the Bus on Trips**

The Transportation Director will assign all buses to be used on trips. A driver may request the use of his/her own bus and may do so with the Director's approval. The driver is responsible to secure the bus while on layovers on the trip. The driver is to check the bus frequently and will be responsible for the bus as school property. The driver is not responsible for students' personal property while on a trip. The driver is required to use the form provided for pre-trip inspections when using a bus on a trip.

The form must be followed and filled out completely. The drivers shall be permitted to leave for lunch and to use the restrooms after making contact with the coach or teacher in charge. Drivers are responsible for being back on-scene by the time designated by the coach or teacher in charge.

18.4 **Mandatory Bus Check**

A driver is required to walk through the bus after each route to check for children. Upon returning to the bus garage at the end of each AM and/or PM bus route the driver is required to hang a "Bus Empty" sign in a rear window of their bus, so that such sign is readily visible to any passerby. A driver who fails to perform this procedure is subject to appropriate discipline under Article 7 of this Agreement.

ARTICLE 19-SUMMER SAFETY TOWN & PLAYGROUND PROGRAMS

19.1 **Summer Programs**

Drivers interested in driving for the summer programs must apply by May 15th of each school year. Drivers will be selected by seniority. A driver may also apply by May 15th for consideration as a substitute summer driver only.

19.2 **Removal from Program**

Drivers who are off for more than five (5) days for any reason will be removed from the program and replaced by the next driver on the list interested. Excluded from the operation of this provision are absences due to a death in the immediate family as that term is defined in Article 11, Section 11.2 of this Agreement, job-related injury for which a valid workers' compensation application is filed

under Article 12, Section 12.3 of this Agreement, or an illness of three (3) or more days for which a doctor's certificate is submitted.

19.3 **Driving Privileges**

Drivers assigned to a summer program may only drive for that program. If the assigned program does not run daily, a driver may substitute on another program on days the driver's program does not run.

19.4 **Summer Cleaning**

Bus drivers will have the opportunity to complete the summer cleaning of their assigned bus for \$ 100.00 compensation. The Director of Transportation will determine that the bus was cleaned satisfactorily and the compensation dispersed. The driver may decline this opportunity at which time the Director of Transportation may offer the opportunity to another bus driver for the \$100.00 compensation or to hire another individual.

ARTICLE 20-PHYSICAL EXAMINATIONS

20.1 The Board agrees that if any employee is required to have a physical examination, the Board will pay the full cost of such an examination. The Board reserves the right to designate the doctor used. All school bus drivers will make an appointment, fill out the required physical forms provided by the Transportation Office, and have an annual physical examination before the beginning of each school year. A driver may not begin driving until the physical examination has been completed.

ARTICLE 21- DRIVER TESTING, LICENSING AND DRIVER TRAINER

21.1 **Rate of Pay**

- A. Drivers will be paid at their regular rate for time spent in mandatory classroom training. Alternative training that can be used and is used to satisfy recertification requirements, such as ROAD-E-O or other qualifying One Hundred Dollars (\$100.00). If a driver fails to complete training or successfully demonstrate driving skills as required by OAC 3301-83-10, the Board will hold the employee's position for thirty (30) calendar days to allow time to retest.
- B. With respect to non-mandatory advanced and defensive driving training that occurs in the summer, if a driver applies for and is approved for such training the Board will continue its practice of paying the tuition fee and the driver's regular rate for hours actually spent in training.

21.2 **Licensing**

- A. Upon completion of a new driver's first (Pt) year of service with the Findlay City School District, and with proper documentation, they will be reimbursed for all fees charged to obtain their CDL, unless they have already received this reimbursement as a substitute or incurred the expenses when driving for another employer. Reimbursement is limited to: BCI/FBI, physical exam, CDL fee, written test (permit), and skills test.
- B. The Board, upon receipt of the proper written documentation, will promptly reimburse a bus driver for the fees charged for maintaining his/her commercial driver's license (CDL).

21.3 **Driver Trainer**

Driver trainer(s) will be appointed from the bargaining unit by the Transportation Director.

ARTICLE 22 -INSURANCES

22.1 **Medical. Dental. Vision and Life**

For the duration of this Agreement, the following provisions shall apply with respect to insurance benefits:

- A. Effective January 1, 2019, only two (2) plans will be available. One of which will be an HSA. The other will be a new traditional plan (presently Option B). The Board of Education may also make other medical plan options available to employees.
- B. An employee who is regularly scheduled to work four (4) or more hours per day is eligible to elect either the district's available HSA plan or a new traditional plan (presently Option B), as well as a dental insurance plan, and a vision insurance plan offered by the Board. Coverage will begin with the employee's first work day. An employee's ability to change from single to family coverage, or vice versa, is governed by the rules of the insurer.
- C. Enrolled Employees will pay 16% for family coverage and 16% for single coverage of the monthly premium effective July 2021, 16.5% effective July 2022, and 17% effective July 2023, for the new traditional plan (presently Option B) medical insurance. Those who take medical insurance will also be eligible to enroll for dental and vision coverage at no additional cost. If the employee does not take medical insurance, he/she can still get dental/vision at a cost of 22% of the monthly premium.
- D. In addition to the above plan, the board will provide a medical insurance option based on the Health Savings Account (HSA) concept. This HSA plan will have a lower cost and a higher deductible than the Board's traditional (presently Option B) plan. It will allow employees to contribute to their HSA on a pre-tax basis. HSA money may be used to reimburse the employee for unreimbursed medical costs and, if not spent by the end of the year, will carry over into the succeeding year within the employee's HSA. Bus drivers who sign up for the HSA will have \$900.00 placed into their HSA by the Board of Education. The Board's HSA contribution will be \$37.50 per payroll effective July 2021.

The HSA's non-embedded deductibles will be \$2000 for those on a single HSA plan and \$4000 for those on the family HSA plan. HSA Plan enrolled employees shall contribute 1% towards the monthly premium for the HSA plan effective July 2021, 2% towards the monthly premium for the HSA plan effective July 2022, and 3% towards the monthly premium for the HSA plan effective July 2023. The co-premium contributions will be treated similar to the monthly co-premium contributions made for the Traditional Option B enrollees.
- E. The Board, solely at its cost, will provide an employee who is regularly scheduled work four (4) or more hours per day with \$20,000 in term life insurance (including an accidental death benefit). Such an employee may elect to purchase additional life insurance consistent with any requirements or restrictions imposed by the carrier.

- F. Spousal Eligibility – Employed spouses of employees who are eligible for insurance through their own employer by an employer-sponsored plan must take, at a minimum, the least expensive single plan through their own employer if the spouse’s portion of the premium cost is less than \$185.00 per month (this amount shall automatically increase by five dollars (\$5.00) per school year). Employees are automatically exempt from this provision if their spouse is not employed or is employed but does not qualify for insurance through their employer. All employees eligible for insurance benefits, including those who are single or automatically exempt, must complete and return the Spousal Eligibility Rule Form to the Treasurer’s office annually during the enrollment period.
- G. Nothing in this agreement shall preclude the Board from making adjustments that become necessary due to changes in State law, Federal law, and/or IRS rules.

22.2 **Payment**

The employee's share of any monthly insurance premium shall be paid semi-monthly by payroll deduction.

22.3 **Section 125 Plan**

The Board will implement a Section 125 plan so employee contributions can be paid with pre-tax dollars.

22.4 **Severance Pay**

- A. Severance pay will be a one-time, lump sum payment to eligible employees. An employee's eligibility for severance pay will be determined as of the final date of employment. The criteria include all of the following:
1. The individual retires from the district.
 2. An employee must qualify for disability or service retirement under the state retirement system in this state.
 3. The individual must be eligible for disability or service retirement as of the last date of employment.
 4. The individual must, within 120 days of the last day of employment, prove acceptance into the retirement system by having received and cashed his/her first retirement check.
 5. The individual must have not less than five (5) years of service with the District.
 6. The individual must sign for the severance check certifying all eligibility criteria have been met.
- B. The amount of the benefit due an employee shall be calculated by:
1. Multiplying the employee's accrued but unused sick leave by twenty-five (25) percent.
 2. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule at the time of retirement or disability.

3. If notification of retirement is received by the Board prior to April 1 of the school year of retirement and the individual completes that school year an additional five (5) days of severance benefits will be added.
4. Employees working 10 plus years in the district will receive a severance per diem stipend of 30% of his/her accumulated sick leave instead of 25%

Receipt of payment for severance pay will eliminate all sick leave credit accrued by the employee.

ARTICLE 23- EMPLOYMENT OF RETIRED BUS DRIVERS

The Board may fill a bus driver vacancy with a previously retired applicant, subject to the following conditions:

- 23.1 Any retired individual employed as a bus driver by the Findlay City School District Board of Education will be placed on the salary schedule at step 0. If the retired driver is reemployed in subsequent years, he/she will be allowed to advance to the next step; however, they may never advance beyond the five (5) years' experience step.
- 23.2 The retired driver's contract will be a one-year limited contract and will automatically expire at the end of the school year. Drivers hired under this provision will be employed year-to-year at the Board's discretion and forego any formal evaluation, nonrenewal or removal notice requirements.

The District will notify such individuals as soon as possible if they will or will not be needed for the following school year. However, should a need arise for a reduction in force, these employees contracts will be rescinded before any permanent employee will be sacrificed. Such individuals will not be eligible for unemployment benefits.

- 23.3 Notwithstanding any other provisions of this Agreement, a reemployed retired driver will not be eligible for board-paid health benefits, only the group term life insurance.
- 23.4 Retirement constitutes a break in service to the Findlay City School District Board of Education for severance, service credit, and seniority, reduction in force, sick leave, Medicare, longevity, and route bidding. However, the retired driver may accrue sick leave (starting from 0 days), personal days at the same rate as other bus drivers, and seniority starting at 0 for the exclusive purpose of bidding routes. They will also be paid holiday pay, calamity days and year round pay as other drivers. The Board will make SERS employer contributions for the retired individual in accordance with SERS rules and state law. Reemployed retirees shall have no right of recall.
- 23.5 An individual shall be deemed "retired" under this agreement when he/she has been approved for service retirement by the School Employee Retirement System (SERS), State Teachers Retirement System (STRS), Public Employee Retirement System (PERS) and/or any other Ohio, federal, or other state's public retirement system. Individuals can only retire once, so a retired driver who is employed under this section and then resigns his/her position under this contract will not be considered to have retired again, and is therefore not eligible for further severance pay.
- 23.6 Reemployed retirees shall not be entitled to any contractual retirement incentives, if any.

- 23.7 Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- 23.8 Reemployed retirees shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.
- 23.9 Bus drivers who retire from FCS and then come back to FCS as bus drivers (i.e. retirees reemployed in same position) are subject to the sixty (60) day public notice and public meeting requirements of ORC 3309.345.

ARTICLE 24- SALARY SCHEDULES, PAID HOLIDAYS, PAY DAYS AND PERFECT ATTENDANCE BONUS PAY

24.1 Commencing July 1, 2021 the wage schedules for bargaining unit employees shall be those appearing on page 29 of this agreement.

24.2 **Paid Holidays**

Paid holidays are identified as follows:

The Holidays listed below are given to all employees (except nurses and monitors):

- 1) Labor Day*
- 2) Thanksgiving
- 3) Day after Thanksgiving Day before or after Christmas
- 4) Christmas Day
- 5) Day before or after New Year's Day
- 6) New Year's Day
- 8) Martin Luther King Day
- 9) Presidents Day**
- 10) Good Friday

* Only when in their approved school calendar.

** If school is in session on President's Day and bus drivers and bus aides are required to work, drivers and aides will receive Memorial Day as a paid holiday instead of President's Day.

In order to receive pay for the above-mentioned holidays, an employee must either work or use a paid leave for the contracted work day before and after the holiday.

24.3 **Perfect Attendance**

A. If a regular route driver does not miss any regular driving time during one (1) entire nine-week grading period of school, he/she will receive a one (1) day pay bonus under the following conditions:

- 1. The individual has not missed regular work for any reason including sick time or without pay days.
- 2. The calendar is the one adopted by the Board.
- 3. Calamity days are not counted.

- 4. Trips are not counted.
 - 5. Required court appearances do not count.
 - 6. In service meetings are counted.
 - 7. There are no exceptions, except as otherwise indicated herein.
 - 8. The individual must have been a regular driver the entire semester.
 - 9. Does not include personal days.
- B. Each bonus will be paid in the third regular pay following the completion date of each semester, as shown on the current, adopted school calendar.
- C. Any employee who meets the perfect attendance criteria in Article 24.3, Section A and utilizes no personal leave during the school year may convert up to three (3) days of personal leave to cash and receive a payment of one hundred dollars (\$100.00) per day converted to cash. Payment will be made no later than June 30th.

Seniority Based Attendance Pay

Seniority **Attendance Bonus Hours** **Hourly Rate** (Rate at the end of each 9-week period)

0 - 5 years	6	individuals' rate
6 - 10 years	7	individuals' rate
> 10 years	8	individuals' rate

24.4 Credit for Previous Experience

Effective January 1, 2009, newly hired employees will receive credit on the wage schedule for twenty-five per-cent (25%) of their prior years of service in a school district in the same or similar job classification. That twenty-five percent (25%) will be rounded to the nearest whole number as of the start of the school year. At the discretion of the Superintendent or his/her designee, prior years of service may be given beyond (25%) of their prior service years, not to exceed their actual total years of experience.

ARTICLE 25- NEGOTIATING PROCEDURES

25.1 Bargaining Procedure

- A. No earlier than September 30, but no later than October 31, of the year in which this Agreement expires, the Union must request, in writing, to the Superintendent, a meeting for the purpose of bargaining a successor Agreement. This meeting shall be scheduled not more than fifteen (15) days following receipt of the request, unless otherwise mutually agreed.
- B. Each party's bargaining team shall be limited to four (4) members. Each team shall have a designated spokesperson that shall coordinate and conduct bargaining on behalf of the team.

- C. Bargaining sessions shall be scheduled so as to not interfere with the work schedules of bargaining unit employees. Until bargaining is completed, each session shall include a decision on an agreed time and place for the next session.
- D. Negotiation proposals will be specific and in writing, with the proposed deletions from the current contract clearly identified using a strikethrough format and proposed additions identified in bold type. Unless mutually agreed, no new proposals will be introduced after the second session.
- E. Each bargaining team may caucus for a reasonable period at any time. An item upon which tentative agreement is achieved shall be reduced to writing, dated, and initialed by each team's spokesperson.
- F. When all items have been tentatively agreed to, the entire tentative agreement shall be submitted for ratification first to the Union and then to the Board. Each bargaining team shall recommend to its respective party that the tentative agreement be ratified.
- G. If full tentative agreement is not reached by December 15, or such other date as may be mutually agreed upon, either party may declare a bargaining impasse. Items then on the bargaining table that remain unresolved shall be submitted to mediation under the auspices of the Federal Mediation and Conciliation Service (FMCS). The party that declared the impasse shall contact FMCS without delay for the purpose of having a mediator assigned.

The mediation period shall end on the date that this Agreement expires, or on such subsequent date certain as the parties may mutually agree upon.
- H. The bargaining procedure appearing in this Article supersedes the procedure set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as provided for in Section F above, constitutes the parties mutually agreed and exclusive alternative dispute settlement mechanism, and all dispute settlement methods and procedures appearing in Section 4117.14 of the Ohio Revised Code are hereby waived and shall not apply. Nothing in the Article is intended to preclude the Union from lawfully striking upon the expiration of this Agreement in accordance with Section 4117.14 (D)(2) of the Ohio Revised Code.
- I. Promptly after the execution of the successor Agreement, the Board, without charge, will furnish a copy of the Agreement to the Union and to each bargaining unit employee. Any person who thereafter becomes a bargaining unit employee will be provided with a copy by the Board without charge at the time of employment.
- J. Throughout this Article, "days" means calendar days.

25.2 **Entire Agreement Clause**

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

25.3 **Conflict with Law**

If any provision of this document, or any application of the provisions of this document, or any agreement reached under its terms, conflicts with any state or federal law, regulation, ruling or order,

now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative but the remaining provisions hereof shall remain in effect. If during the term of this Agreement, any provision is determined invalid or inoperable due to its conflict with applicable state or federal law, or valid rule or regulation adopted or repealed by a state or federal agency, the parties agree to meet to negotiate a lawful alternative provision, if possible, under the law relative to the affected provision. Such meeting shall take place within thirty (30) days following a written request by either party. All provisions of this Agreement that are not affected by the conflict shall remain in full force and effect.

25.4 **Waiver of Negotiations**

It is agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The Board shall not be required to bargain about the effects of management decisions, which do not violate the terms of this Agreement. The Union expressly

waives any right to bargain about management decisions or the effects of management decisions until the parties collectively bargain for a successor contract under the provisions of Article 3 of this Agreement. This Article shall not operate to bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.

25.5 **No Strike/No Lockout Clause**

During the term of this Agreement, neither the Union, its officers or agents shall recommend, sanction, or participate in any strike or withholding of services, nor shall the employer lock out members of the bargaining unit during the term of the Agreement.

Pilot Program

The parties will enter into a one (1) year MOU to create a pilot program to eliminate the “trip driver” positions and move those individuals to the “flex driver” positions. This pilot program will be in place for the 2021-2022 school year only and the parties will meet in the spring of 2022 to review the results of the pilot program. The program may be continued for subsequent years upon the written agreement of the Superintendent and Union President. If the pilot program is discontinued, the trip driver positions will be posted in accordance with the collective bargaining agreement.

As required by Section 3302.10(P) of the Ohio Revised Code, the provisions of Section 3302.10 are incorporated into this Agreement by reference.

ARTICLE 26- DURATION

26.1 Duration

This Agreement shall be effective on **July 1, 2021**. This Agreement shall be in full force and effect through **June 30, 2024**.

Board of Education of the
Findlay City School District

Chapter 010, Ohio Union of Public
School Employees, AFSCME/AFL-CIO

Kathy Siebenaler Wilson 8/10/21
Kathy Siebenaler Wilson, Date
Board President

Bev Spetz 8-17-2021
Bev Spetz, Date
Field Representative

Troy Roth 8/19/21
Troy Roth, Date
Superintendent

Robin Cooper 8/11/21
Robin Cooper, Date
President

Pam Harrington 8/19/21
Pam Harrington, Date
Treasurer

Lora Click 8/17/21
Lora Click Date
Member

Amy Foltz 8/17/21
Amy Foltz, Date
Member

OAPSE LOCAL #010 WAGE SCHEDULE					
EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024					
BUS DRIVERS					
Yrs of Experience	Step	2021-22	2022-23	2023-24	
		Year 1	Year 2	Year 3	
0	1	\$ 18.39	\$ 18.84	\$ 19.24	
1	1	\$ 18.39	\$ 18.84	\$ 19.24	
2	2	\$ 18.63	\$ 19.08	\$ 19.48	
3	2	\$ 18.63	\$ 19.08	\$ 19.48	
4	3	\$ 18.88	\$ 19.33	\$ 19.73	
5	3	\$ 18.88	\$ 19.33	\$ 19.73	
6	4	\$ 19.11	\$ 19.56	\$ 19.96	
7	4	\$ 19.11	\$ 19.56	\$ 19.96	
8	5	\$ 19.37	\$ 19.82	\$ 20.22	
9	5	\$ 19.37	\$ 19.82	\$ 20.22	
10	6	\$ 19.62	\$ 20.07	\$ 20.47	
11	6	\$ 19.82	\$ 20.22	\$ 20.62	
12		\$ 20.04	\$ 20.44	\$ 20.84	
13		\$ 20.04	\$ 20.44	\$ 20.84	
14		\$ 20.29	\$ 20.69	\$ 21.09	
15		\$ 20.38	\$ 20.78	\$ 21.18	
16		\$ 20.62	\$ 21.02	\$ 21.42	
17		\$ 20.62	\$ 21.02	\$ 21.42	
18		\$ 20.87	\$ 21.27	\$ 21.67	
19		\$ 20.87	\$ 21.27	\$ 21.67	
20		\$ 20.91	\$ 21.31	\$ 21.71	
21		\$ 21.45	\$ 21.85	\$ 22.25	
22		\$ 21.45	\$ 21.85	\$ 22.25	
23		\$ 21.45	\$ 21.85	\$ 22.25	
24		\$ 21.45	\$ 21.85	\$ 22.25	
25		\$ 21.66	\$ 22.06	\$ 22.46	
26		\$ 21.66	\$ 22.06	\$ 22.46	
27		\$ 21.66	\$ 22.06	\$ 22.46	
28		\$ 21.66	\$ 22.06	\$ 22.46	
29		\$ 21.66	\$ 22.06	\$ 22.46	
30		\$ 21.66	\$ 22.06	\$ 22.46	
31		\$ 21.66	\$ 22.06	\$ 22.46	
32		\$ 21.88	\$ 22.28	\$ 22.68	
Field Trip Rate		\$ 15.48	\$ 15.48	\$ 15.48	
Driver Trainer Rate		\$ 20.87	\$ 20.87	\$ 20.87	

OFFICIAL GRIEVANCE FORM

AFSCME LOCAL _____

STEP _____

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE: _____

List applicable Violation: _____

Adjustment Required: _____

I authorize the A.F.S.M.C.E. Local _____ as my representative to act for me in the disposition of this grievance.

Date: _____ Signature of Employee: _____

Signature of Union Representative: _____ Title: _____

Date Presented to Manage Representative: _____

Signature: _____ Title: _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO: _____

COPY: _____

COPY: LOCAL UNION GRIEVANCE FILE: _____

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION. THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

APPENDIX A

FIELD TRIP PROCEDURES

1. It shall be each driver's responsibility to know and follow the procedures regarding field trips.
2. Any regular driver who has completed their 90-day probationary shall be eligible to begin securing trips.
3. Field trips will be assigned utilizing four different charts as follows and in this order:

AM CHART

Monday through Friday trips scheduled to begin at 12:00 AM or later and end no later than 2:00 PM on a school day.

* (it is possible for a driver to be assigned more than 1(one) AM trip on the same day)

PM CHART

Monday through Friday trips. The trips will be labeled "After PM route trips"*

SATURDAY CHART

Trips scheduled to begin at 12:00 AM or later on Saturday.

SUNDAY & BOARD PAID HOLIDAYS CHART

Trips scheduled to begin at 12:00 AM or later on Sunday or Board Paid Holidays.

*Trips scheduled during non-school days (school breaks) AM trips start before 2:00 and PM trips will start at 2:00 PM or later.

All trips shall be posted.

4. Starting the first day of summer break there will only be one (1) chart. It will start with the most senior driver that signed up for the summer trip rotation. This chart will be kept on a continuous rotation and will end on the last day of summer break.
5. Trips assigned during the summer break will be assigned by phone on Tuesday mornings between 7:00 AM and 9:00 AM. The trip scheduler will allow for a 5-minute call back before proceeding onto the next driver.
6. Trips assigned by phone during the school year will not have any wait period for return calls.
7. At the beginning of each school year the assignment process will begin at the top of the seniority list with the most senior driver on each chart.
8. Trip assignments will be recorded on a spreadsheet. A separate spreadsheet for each of the four charts will be maintained. The trip date, and the trip number assigned to each trip will be documented on the spreadsheet and in the driver's corresponding box.
9. Assignments will be made by balancing the "number" of trips for each chart type. Each day the trip scheduler will determine the assignments by starting with the most senior driver who has the least amount of the previously assigned trips.

10. On a normal basis, five (5) working days prior to the scheduled trip date, the trip scheduler will post available trips (with all available information) for bid on the designated bulletin board. Included on the same chart will be any trips (2-4 days prior to the scheduled trip date) which were not received in time to post five (5) working days in advance.
11. Drivers will document their trip selections (for each trip chart) by placing the corresponding trip numbers in the appropriate boxes that will be attached to the trip posting. A signature or initials is also required. Drivers who fail to follow procedure and accurately document their choice will be ineligible for the assignment of those trip(s). Ineligibility can occur by signing the wrong boxes, documenting the wrong trip number, illegible writing, etc.
12. Signing for a trip that a driver is not eligible to secure will result in the driver being charged for said trip on the chart.
13. The trip scheduler shall make every attempt to remove posted trip(s) for assignment by 9:35 AM each morning. After the trip(s) have been removed from the board there will be no adjustments to trip assignments. The trip(s) are considered assigned the moment they are removed from the board.
14. All trips that remain unassigned after having been posted for bid will be given to the office to be assigned per management discretion.
15. When there is a "no notice" or emergency request, management will have the option to secure a driver by any means deemed necessary. The driver who ultimately assists with this situation will only be charged for the trip if they end up running the entire trip from start to finish.
16. When possible, all trips scheduled for the same day or the next work day will be posted in the hallway beside the sign- up chart for daily available noon and mid-day route work. It will be each driver's responsibility to check this chart daily before their morning route. This chart will be removed no earlier than 8:15 AM each morning. Any trip that ends prior to 2:00 PM on this day will be assigned by the office staff in the same manner as the trip scheduler would do, with the driver being notified as soon as possible. Other trips on this chart will be assigned by the trip scheduler prior to starting assignments of the regular postings on the trip bulletin board, with the trip scheduler notifying the driver. These assignments will be recorded onto the corresponding spreadsheet utilized for the regularly assigned trips.
17. Drivers can secure an AM trip and a PM trip on the same date when the assignment of multiple trips meets the guidelines in these procedures.
18. Drivers may secure only one (1) Saturday trip or one Sunday/Board Paid Holiday trip for the same date.
19. **PM trips will consist of the 4th bus requested and any PM trip that does not interfere with a bargaining unit driver's afternoon route**
20. During the weekday, Monday through Friday, drivers must work at least one of their scheduled routes or they will not be eligible to drive a trip.
21. Drivers must return any previously assigned field trips when securing permanent or substituting on a mid-day route until further notice. Drivers will not be eligible to secure any trips that interfere with

their assignment until the temporary assignment is completed. The driver will not be charged for the return of any trips due to this assignment.

22. Drivers who return secured trips will be charged on the chart for the returned trip.

CARE OF BUS DURING AND AFTER TRIP

1. Drivers are required to report 30 minutes prior to the departure time of the trip when a trip is not a continuation of their route. This allows for a 10-15-minute pre-trip, and up to 10 minutes travel time from the bus garage to the departing school and allows a 5-minute load time prior to the scheduled departure.
2. AM trip drivers must communicate with the adult(s) in charge of the group and designate the time they need to begin loading to meet the scheduled return time. The driver must inform the office by phone or radio immediately anytime a group does not return to the bus to begin boarding by the designated time.
3. Drivers must walk through the bus to check for the group's gear, equipment, or children before departing from the scheduled destination for approved reasons such as no food or restrooms being available. Drivers must check again at the end of each trip.
4. Drivers are to do a walk-around inspection of the trip bus before departing the designation to return to Findlay.
5. At the end of each trip, IT IS THE DRIVERS RESPONSIBILITY TO CLEAN AND FUEL THE TRIP BUS.

CANCELLED TRIPS

Drivers will not be charged for previously secured trips that get cancelled prior to the scheduled trip date.

1. When the time or date of a trip is changed at the time of cancellation, the driver will have the option to keep the trip if keeping the trip meets the guidelines of the procedures. The driver will be charged for the trip on the appropriate chart.
2. Drivers will be paid for time worked or a two (2) hour minimum, whichever is greater, for any trip that is cancelled after the driver begins the trip but before the driver arrives at the trip's destination. The driver will not be charged for the trip.
3. When a bargaining unit driver's trip becomes canceled, it is the drivers' responsibility to contact the office immediately following the cancelation to see if there is work available that has been assigned to a sub driver. The bargaining unit driver, following this process, will have the option to secure eligible work assigned to a substitute driver.

PROCEDURES FOR ADDRESSING TRIP QUESTIONS/CONCERNS

All trip questions, concerns, and/or possible grievance must be addressed using the following procedures in the order designated below:

1. Drivers must discuss assignment errors or other concerns with the trip scheduler prior to 9:30 AM the next day.
2. If the trip scheduler cannot resolve the issue, the trip scheduler and the concerned driver must discuss the issue with the Union President, or designee in the Union President is unavailable.
3. If the above steps do not resolve the issue the Union President will contact the office to schedule a meeting with the Transportation Director, or designee in his/her absence. The meeting shall include the trip scheduler, the concerned driver and the Union President, or designee in his/her absence.
4. Trip procedure questions and concerns shall not be discussed on the radio unless an error is occurring during a trip assignment on the radio.

APPENDIX B

Article 1 – Recognition

- 1.01** The Board of Education of the Findlay City School District (hereinafter referred to as the “Board”) recognized local No. 010 of the Ohio Association of Public-School Employees, AFSCME, and AFL-CIO (hereinafter referred to as the “Union”) as the sole and exclusive representative of the bargaining unit, which includes all bus aides. All other Board employees are excluded from the bargaining unit.
- 1.02** The "Board" includes the Findlay City School District Board of Education and all administrators and supervisors with authority to act on its behalf.
- 1.03** School employees have the right to join or not to join any lawful organization for their economic improvement, but membership in any organization shall not be required as a condition of employment.
- 1.04** The Board will deduct from the paycheck of each unit member who signs and submits to the Board Treasurer a Union dues authorization card, the annual dues for membership in the Union. This amount shall be divided equally and deducted from each paycheck during the months of September through August of each school year. The Union shall notify the Board Treasurer of the amount of such dues and of any changes.

A check in the amount of the total dues withheld from those unit members authorizing dues deduction will be tendered to the OAPSE State Treasurer within thirty (30) days of the date of making the deductions. A list of those from whose paychecks the deductions were made will accompany the check.

Deductions will ordinarily begin with the first regular payday of the month following submission to the Board Treasurer of the due’s authorization card. The Board is not responsible for deduction of dues owed prior to the Board Treasurer's receipt of the unit member's authorization card or subsequent to revocation of such authorization.

Subject to approval by the Treasurer, employees may request additional payroll deductions.

1.05 Indemnification

The Ohio Association of Public School Employees, AFSCME Local #4, AFL-CIO, on behalf of OAPSE, AFSCME and the AFL-CIO, shall indemnify the Board, its members, and its administrative and supervisory non-bargaining unit members, including but not limited to the Board’s Treasurer and Superintendent (all hereinafter, “the indemnitees”), for, and hold them harmless from, any and all liability, damages and expenses, including but not limited to legal fees at customary rates in the community and costs, directly or indirectly incurred by the indemnitees, or any of them because of any legal action or administrative claim brought against them as a result of the provisions of this Article, including but not limited to Section 1.04.

1.06 PEOPLE – Public Employees Organized to Promote Legislative Equality

The Employer agrees to deduct from the wages of any Union member a monthly PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in an individual written authorization executed by the employee and submitted to the Treasurer. The authorization may be revoked by giving written notice of revocation to the Treasurer. Any authorized deductions made under this Section shall be remitted promptly to the Union.

Article 2 - Negotiations

- 2.01** If either party desires to initiate bargaining for a successor agreement, it shall notify the other party in writing no later than September 30th nor earlier than October 31st of the year in which this Agreement expires. Notification

from the Union shall be to the Superintendent and notification from the Board shall be to the Union President.

- 2.02** Typed proposals shall be in such form and detail that shall specify the language to which agreement is sought. The mere topical listing of items may be disregarded and shall not be treated as proposals. All proposals will be exchanged at the first bargaining meeting; no additional proposals may thereafter be submitted except by mutual agreement. Provisions of this Agreement that are not implicated by either party's initial proposals will become a part of any successor agreement.
- 2.03** Meetings shall be scheduled at reasonable intervals, places, and times to avoid, as nearly as practicable, conflict and interference with school and employment schedules. Either party may require a decision on the date, time, and place of a subsequent meeting. Meetings shall be closed to the press and the public. Either party may caucus for a reasonable period at any time. Notes regarding meetings may be kept by each party in such form and detail as it chooses. Bargaining sessions will not be recorded by any mechanical device.
- 2.04** Bargaining teams, excluding consultants, shall be limited to five (5) representatives of the Board and five (5) representatives of the Union.
- 2.05** Neither party shall make a release to the news or social media regarding bargaining prior to reaching agreement.
- 2.06** Tentative agreement on bargained items shall be reduced to writing and initialed by each party, but such initialing shall not be construed as final agreement.

When tentative agreement is reached on all items, the full agreement will promptly be submitted and recommended favorably to the Union membership for ratification and thereafter promptly submitted and recommended to the Board for adoption. Upon such ratification by both parties, the successor agreement will be executed.

- 2.07** If the parties are unable to reach tentative agreement on all items by December 15th of the year in which this Agreement expires, either party may declare a bargaining impasse, in which case the parties will mutually request the services of a mediator from the Federal Mediation and Conciliation Service. Mediation, as described herein, constitutes the parties mutually agreed alternative dispute resolution procedure under Section 4117.14 of the Ohio Revised Code and shall operate in lieu of all procedures specified in that statute, which procedures are hereby waived. If mediation does not produce a tentative agreement, the Board may implement its last offer and the Union may exercise its rights under Section 4117.14(D)(2) of the Ohio Revised Code.

Article 3 - Board of Education Rights

- 3.01** The Union recognizes that the Board and its Administration are solely vested with the right to run District schools, that the Board and the Administration shall have the right to take any action they consider necessary and proper to effectuate management policy express or implied, and that there is no duty to bargain over such decisions or the effect(s) of such decisions.

Except as modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Superintendent all power, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the right to: Except as modified by a specific and express term of this Agreement, the Board hereby retains and reserves to itself and the Superintendent all power, rights, authority, duties and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of Ohio (including but not limited to, the authority specified in Section 4117.08 of the ORC) and of the United States, including but not limited to the right to: determine matters of inherent managerial policy which include but are not limited to, areas of discretion or policy such as the functions and programs of the Board. standards of services, including the conduct and performance expected of a bus aide in emergency and other situations not covered by this Agreement; determine its overall budget, utilization of technology and organizational structure; manage and direct bus aides, including the right to select, hire, supervise, evaluate, retain, promote, transfer, assign, schedule, or lay off bus aides;

maintain and improve the efficiency and effectiveness of school operations; determine the overall methods, processes, means, or personnel by which school operations are to be conducted including the management and determination of the location, type and number of facilities, the type of equipment, programs and work to be performed; suspend, discipline or terminate bus aides; determine the adequacy of and effectively manage the work force; determine and carry out the overall missions, goals, programs and services of the District and to utilize personnel in a manner determined by the Board to effectively and efficiently meet these purposes; promulgate and enforce work rules, orders, policies and procedures; determine the hours of work and work schedule; direct, assign, the schedule of pupils and determine bus aide routes/assignments. The exercise of any of the foregoing management rights requires neither prior negotiations with, nor agreement of, the Union.

Article 4 – Union Rights and Relations to State Law/Strikes

- 4.01** Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of employees and terms of this Agreement prevail over any state statute to the contrary including any civil service laws of Ohio or ordinances or rules of the City of Findlay or its Civil Service Commission. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the parties shall, upon timely written request of the other, negotiate in good faith regarding any necessary change in this Agreement as to the specific provision that was invalidated. If a dispute arises in these negotiations and an agreement cannot be reached within sixty (60) days, FMCS will be contacted by both parties to aid in reaching agreement. Any other provisions that have not been invalidated shall continue in full force and effect in accordance with their terms.
- 4.02** The Union, its officers, members and employees covered by this Agreement shall not cause, engage in, or sanction any strike, slowdown, work stoppage or any other similar cessation or disruption of services for the term of this Agreement. The Board shall not lockout employees during the term of this Agreement.
- 4.03** An up-to-date seniority list of every employee within the bargaining unit will be posted on the School District website. Seniority shall be defined as uninterrupted length of continuous service with the Board as a regular bus aide. Authorized leaves of absence do not constitute an interruption in continuous service.
- 4.04** OAPSE Business Leave
- Up to one (1) elected delegate of OAPSE Local #210 shall have the right to attend the OAPSE Annual Delegate Conference for up to two (2) days without loss of pay (i.e. regular routes (a.m./p.m.) noon routes, field trips, extras. No expenses for such meeting shall be paid by the Board. If an employee is a Local, District, or State Officer, the Board will grant up to five (5) days of unpaid release time for official Union business. Notification of an employee's desire to use OAPSE Business leave shall be provided to the Director of Transportation at least five (5) work days in advance of such leave.
- 4.06** Use of Buildings, Facilities, Equipment, and Services
- A. The union and its Representatives shall have the right to use Employer's buildings at all reasonable hours for meetings upon twenty-four (24) hour notice, so long as it does not interfere with the normal conduct of a business day, an employee's work day, or previously scheduled activities.
- B. The Union shall have the right to use the Employer's facilities and equipment, including duplicating equipment, computers, WIFI, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Union shall pay for a reasonable cost of all materials and supplies incident to such use. Should any equipment be damaged due to negligence on the part of the Union, the Union will pay for any necessary repairs.
- C. The Employer agrees to provide a bulletin board in an agreed upon area of the facility for use by the Union.

Article 5 - Reduction In Force

- 5.01** When the Board determines it is necessary to reduce the number of bargaining unit positions, the procedures and principles set forth in R.C. 3319.172 will be utilized. A reduction in force may occur for the following reasons:
1. Decline in student enrollment in the District or a particular program/class;
 2. Return of an employee from a leave of absence;
 3. Suspension of schools or territorial changes affecting the District; or
 4. Financial reasons.
- 5.02** The following classifications shall be used for the purpose of defining classifications in the event of a layoff:
Bus Aides
- 5.03** Within each classification affected, employees will be laid off by classification seniority, with the least senior employee laid off first.
- 5.04** An employee whose name appears on the RIF list shall be offered re-employment in order of system seniority when a position in the bargaining unit becomes available that the laid off employee has previously held. Written notice of such vacancy shall be sent by certified mail to the employee's last known address. If the employee fails to accept re-employment, in writing, post-marked within ten (10) calendar days from the date of the notification or attempted delivery, said employee will be deemed to have rejected the offer and will be removed from the RIF list. Employees shall remain on the RIF list for **twenty-four (24)** months from their last day of active service unless they fail to accept recall or waive their recall rights in writing.

Article 6 – Posting and Bidding

- 6.01** When a vacancy occurs in any classification, notification of the vacancy shall be posted on the Findlay City Schools website for a minimum of five (5) workdays. The Superintendent shall determine when a vacancy exists and whether it shall be filled.
- 6.02** All applications for any posted position will be submitted via the Findlay City Schools website. Failure to submit an application in a timely manner may void any application.
- 6.03** In filling a vacant position, the Superintendent shall offer the position to the bidder (internal or external) he/she believes is the most qualified for the position. Internal candidates will be given consideration.

Article 7 - Leaves

7.01 Sick Leave

1. Each employee shall be entitled, for each completed month of service, to sick leave of 1.25 days with pay, accumulating to fifteen (15) days for each twelve (12) months under contract. A maximum of five (5) days of sick leave, which has not yet actually been earned, may be advanced, upon written request, in each school year to all new employees and to returning employees who have exhausted all the paid leave they have available. Such advanced days are to be earned through service during the same school year or deducted from the employee's final paycheck.
2. Sick leave may be accumulated up to a total of 230 days for nine-month employees.
3. Sick leave, upon approval of the appropriate administrator, may be used for:
 - a. Personal illness, injury, or pregnancy.
 - b. Exposure to contagious disease, which could be communicable to other employees.

- c. Illness, injury, or death in the employee's "immediate family." "Immediate family" is defined as the employee's spouse, children, and parents, regardless of place of residence, and relatives living in the employee's household. In the case of death, "immediate family" shall also include brothers, sisters, grandparents, and grandchildren.
4. In the case of death of a member of the employee's immediate family, the employee may not use more than three days of sick leave and only when absence from duty is required because of personal responsibilities or personal bereavement. The Superintendent may extend the number of sick leave days available for illness, injury or death in the immediate family, upon satisfactory evidence of justifying circumstances.
5. All absences, which qualify for sick leave, will be deducted from sick leave. Sick leave may be used in half day increments.
6. An employee will, whenever possible, notify his/her supervisor or designee of any absences the day before the absence, but in all cases, by at least two (2) hours before the work day begins on the day of absence so that appropriate arrangements can be made to secure a substitute.
7. The employee must enter/record sick leave immediately upon his or her return to work after the absence, justifying the use of sick leave. If absent for more than three consecutive days, a signed physician's statement may be required.
8. Falsification of the sick leave statement or dishonesty in the use of sick leave is grounds for suspension or termination of employment.

7.02 Personal Leave

1. Each employee shall be granted three (3) days personal leave per school year. The Superintendent or designee may limit the number of employees on personal leave in order to ensure adequate coverage.
2. Personal leave may not be used immediately preceding or following a holiday or school vacation. Days before and after the District's student year, as well as the first twenty (20) and last twenty (20) days of the District's student year shall not be permitted except in emergency cases approved upon written request to the Superintendent, or designee. The request for personal leave must be submitted to the Transportation Director at least five (5) days prior to any intended absence except in case of emergency.

7.03 Family and Medical Leave

The parties agree to adhere to the federal law as it applies to the Family and Medical Leave Act. The parties further agree to adhere to any changes in the law and its regulations for the duration of this contract.

7.04 Unpaid Leave

Upon written application of a unit member, the Board may grant an unpaid leave of absence for a period of not more than two (2) consecutive school years for educational, professional or other purposes. The Board will grant such leave where illness or disability is the reason for the request and satisfactory medical verification is provided. Without application, the Board may grant such leave in accordance with Section 3319.13 of the ORC because of physical or mental disability, subject to the unit member's right to a hearing on such unrequested leave in accordance with Section 3319.13.

7.05 Jury Duty/Court Leave

1. All absences for jury duty/court leave must be requested in writing through the District's electronic system.

2. The employee must endorse his or her check for jury duty service over to the Treasurer of the Board a simply receive the normal salary amount to which the employee otherwise would be entitled under his or her contract(s).
3. Employees shall be released from duty, without loss of pay or benefits, for absence due to the employee's compliance with a subpoena to appear in a court of law, provided that the subpoena is work related and neither the employee nor the Union is a party in the litigation adverse to the Board of Education or adverse to any individual Board member or administrator.

7.06 Military Leave

Military leave shall be granted in accordance with state and federal law.

7.07 Assault Leave

The Board will grant assault leave with pay to an employee absent due to a physical disability resulting from an assault under the following conditions:

- A. The assault upon the employee must arise within the course and scope of the employee's employment by the Board, and a police report must be filed with respect to the assault as soon as practicable in light of the particular circumstances.
- B. As soon as practicable, the employee shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, names and addresses of witnesses (if known), and a physician's statement as to the nature of the disability and its possible duration.
- C. A maximum of ten (10) days of leave may be granted and shall not be charged against sick leave earned or earnable by the employee. This ten (10) day limit may be extended by the Board. Payment under this Section shall constitute the employee's entire compensation from the Board during the period of disability.

7.08 OAPSE Business Leave

Up to one (1) elected delegates of OAPSE Local #210 shall have the right to attend the OAPSE Annual Delegate Conference for up to two (2) days one (1) day without loss of pay (i.e. regular routes (am/pm) noon routes, field trips, extras. No expenses for such meeting shall be paid by the Board. If an employee is a Local, District, or State Officer, the Board will grant up to five (5) days of unpaid release time for official Union business. Notification of an employee's desire to use OASPE Business Leave shall be provided to the Director of Transportation at least five (5) days in advance of such leave.

Article 8 – Holidays

Paid holidays are identified as follows:

The Holidays listed below are given to all employees (except nurses and monitors):

1. Labor Day*
2. Thanksgiving
3. Day after Thanksgiving Day before or after Christmas
4. Christmas Day
5. Day before or after New Year's Day
6. New Year's Day
7. Martin Luther King Day
8. Presidents Day**
9. Good Friday

* Only when in their approved school calendar.

** If school is in session on President's Day and bus drivers and bus aides are required to work, drivers and aides will receive Memorial Day as a paid holiday instead of President's Day.

In order to receive pay for the above-mentioned holidays, an employee must either work or use a paid leave for the contracted work day before and after the holiday.

Article 9 – Probation, Suspension, Demotion, and Termination

9.01 Each newly hired employee shall serve a one hundred and twenty (120) work day (which includes approved paid leave –sick & personal) probationary period. A probationary discharge from employment is at the sole discretion of the Administration and shall not be subject to the Grievance Procedure or appealable to the Findlay Civil Service Commission. If the employee is retained beyond his/her probationary period, then the employee will be covered by the contract sequence in R.C. 3319.081. The provisions of Sections 124.27 and 124.34 of the Ohio Revised Code are superseded by this Article.

9.02 Discipline will generally be progressive in nature while taking into account factors such as the seriousness of the violation and previous discipline history. Certain offenses are serious enough to warrant suspension and/or demotion/discharge without regard to previous reprimands or discipline. No employee shall be disciplined without just cause.

Penalties for disciplinary action will progress as follows:

1. oral reprimands
2. written reprimands
3. suspensions
4. demotion/discharge

9.03 Before a non-probationary employee is suspended without pay, demoted to a lower-paying classification, or discharged, the Superintendent or his designee shall hold a pre-disciplinary informal hearing at which the employee will be informed of the Superintendent's or designee's intended action and a summary of the grounds upon which such action would be based. The employee is entitled to Union representation at this hearing. The employee may then respond to, refute, deny, or otherwise challenge the charges. After the informal hearing, the Superintendent or designee shall determine what action, if any, is appropriate, and shall notify the employee and Union President in writing of his decision and its effective date and time. He/she shall provide such notice by hand delivery or e-mail.

9.04 A non-probationary employee may file a grievance about his or her suspension without pay, demotion to a lower-paying classification, or discharge within the time frame set forth in the grievance procedure. The provisions of Section 124.34 of the Ohio Revised Code are superseded by this Article and any discipline action may not be appealed to the Findlay Civil Service Commission.

Article 10 - Wages

OAPSE LOCAL #010 WAGE SCHEDULE					
EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024					
BUS AIDES					
Yrs of Exp	Step	2021-22		2022-23	
		Year 1	Year 2	Year 2	Year 3
0	1	\$ 14.11	\$ 14.46	\$ 14.81	
1	2	\$ 14.56	\$ 14.91	\$ 15.26	
2	3	\$ 15.00	\$ 15.35	\$ 15.70	
3	4	\$ 15.45	\$ 15.80	\$ 16.15	
4	5	\$ 15.90	\$ 16.25	\$ 16.60	
5	6	\$ 16.38	\$ 16.73	\$ 17.08	
6	7	\$ 16.82	\$ 17.17	\$ 17.52	
7	8	\$ 17.25	\$ 17.60	\$ 17.95	
8	8	\$ 17.25	\$ 17.60	\$ 17.95	
9	8	\$ 17.25	\$ 17.60	\$ 17.95	
10	9	\$ 17.72	\$ 18.07	\$ 18.42	
11	9	\$ 17.72	\$ 18.07	\$ 18.42	
12	9	\$ 17.72	\$ 18.07	\$ 18.42	
13	9	\$ 17.72	\$ 18.07	\$ 18.42	
14	9	\$ 17.72	\$ 18.07	\$ 18.42	
15	10	\$ 18.17	\$ 18.52	\$ 18.87	
16	10	\$ 18.17	\$ 18.52	\$ 18.87	
17	11	\$ 18.63	\$ 18.98	\$ 19.33	
18	11	\$ 18.63	\$ 18.98	\$ 19.33	
19	11	\$ 18.63	\$ 18.98	\$ 19.33	
20	12	\$ 19.14	\$ 19.49	\$ 19.84	
21	12	\$ 19.14	\$ 19.49	\$ 19.84	
22	12	\$ 19.14	\$ 19.49	\$ 19.84	
23	12	\$ 19.14	\$ 19.49	\$ 19.84	
24	12	\$ 19.14	\$ 19.49	\$ 19.84	
25	13	\$ 21.02	\$ 21.37	\$ 21.72	
yrs>25	13	\$ 21.02	\$ 21.37	\$ 21.72	

10.02 Pay Dates

Employees will be paid via direct deposit in twenty-four (24) equal pays. Pay stubs will be sent electronically to an email address provided by the employee.

Article 11 – Insurance & Health Benefits

11.01 Life Insurance

Bus Aides who are contracted to work twenty (20) or more hours per week are eligible to enroll for Life Insurance: \$20,000 Term Life insurance policy with accidental death benefit for the employee at no cost to the Bus Aide.

11.02 Medical, Dental and Vision

- A. Effective with the 2020-21 School Year, only two (2) plans will be available for eligible Bus Aides. One of which will be a Health Savings Account (H.S.A.). The other will be a traditional plan (presently Option B). The Board of Education may also make other medical plan options available to eligible Bus Aides.

- B. Employees who are contracted to work thirty (30) or more hours per week are eligible to enroll in medical, dental and vision insurance plans offered by the Board. Coverage will begin with the employee's first work day. An employee's ability to change coverage options is governed by the rules of the insurer or Federal Law.
- C. Enrolled Bus Aides will pay 16% for family coverage and 16% for single coverage of the monthly premiums effective July 2021, 16.5% effective July 2022, and 17% effective July 2023, for the new traditional plan (presently Option B) medical insurance. Those who take medical insurance will also be eligible to enroll for dental and vision coverage at no additional cost. If the Bus Aide does not take medical insurance, the Bus Aide can still enroll for dental/vision coverage at a cost of 22% of the monthly premium.
- D. In addition to the above plan, the Board will provide a medical insurance option based upon the H.S.A. concept. This H.S.A. plan will have a lower cost and a higher deductible than the Board's traditional (Option B) plan. It will allow Bus Aides to contribute to their H.S.A. on a pre-taxed basis. H.S.A. money may be used to reimburse the Bus Aides for unreimbursed medical costs and, if not spent by the end of the calendar year, will carry over into the succeeding year within the employees H.S.A. Bus Aides who enroll for the H.S.A. option will have \$900.00 placed into their H.S.A. by the Board of Education annually. The Board's H.S.A. contribution will be \$37.50 per payroll effective July 2021.

The H.S.A. non-embedded deductibles will be \$2,000 for those enrolled in single coverage H.S.A. plan and \$4,000 for those enrolled in the family H.S.A. on a calendar year basis. H.S.A. Plan enrolled shall contribute 1% towards the monthly premium for the H.S.A. plan effective July 2021, 2% toward the monthly premium for the H.S.A. Plan effective July 2022, and 3% towards the monthly premium for the H.S.A. Plan effective July 2023. The co-premium contributions will be treated similar to the monthly co-premium contributions made for the Traditional Option B enrollees.

- E. Spousal Eligibility – employed spouses of Bus Aides who are eligible for medical insurance through their own employer by an employer-sponsored plan, must take the least expensive single plan through their own employer provided that the spouse's portion of the monthly premium is less than \$185 effective with the 2021-22 school year. This threshold provision will automatically increase by \$5.00 per month per year; \$190 for 2022-23, \$195 for 2023-24. Bus Aides are automatically exempt from this provision if their spouse is not employed or is employed but does not qualify for insurance through their employer. All Bus Aides enrolling for medical insurance benefits, including those who are single or automatically exempt, must complete and turn in the Spousal Eligibility Rule Form to the Treasurer's office annually during the enrollment period(s).

11.03 Section 125 Plan

Benefits provided to Bus Aides by Section 125 of the Internal Revenue Code shall be made available. All benefits available under Section 125 will be provided so that an employee's contribution toward the cost of insurance fringe benefits may be made with pre-tax dollars and an employee may elect to redirect a portion of their salary/wages into a dependent care and unreimbursed medical expenses under a Flexible Spending Account using pre-tax dollars subject to Federal Laws and rules.

11.04 Employee's Share of the Monthly Premiums

The employee's share of any monthly insurance premium shall be paid by payroll deduction. If the Bus Aide wages cannot cover the monthly premium, then the Bus Aide will be invoiced.

11.05 Changes in Plan Design, Benefit Options and/or Insurance Carriers

Nothing in this Agreement shall preclude the Board from changing insurance carriers or offering employees additional benefit options, provided that current insurance benefit plans remain available with no reduction in the benefit levels as defined in the plans' Summary Plan Description. Nothing in this Agreement shall preclude the Board from making adjustments that become necessary due to changes in State Law, Federal Law and/or IRS Rules.

Article 12 – Grievance Procedure

12.01 A "grievance" is the allegation by an employee that the Board has misinterpreted, misapplied, or violated a specific and express term of this written Agreement. A "grievant" is defined as an employee or group of employees (class action) of the local having a grievance.

12.02 An employee who has a grievance shall discuss the grievance with his or her supervisor within ten (10) calendar days of the occurrence of the act or event on which the grievance is based.

12.03 If the grievant is not satisfied with the resolution of the issue at the Supervisor's level, he shall file the grievance with the Superintendent within ten (10) calendar days of the supervisor's response. The Superintendent or his designee shall hold an informal hearing with the employee within five (5) calendar days of the Superintendent's receipt of the grievance. The Superintendent or designee shall make his decision on the grievance and email it to the employee within five (5) calendar days of the informal hearing.

12.04 If not satisfied with the response at the Superintendent's level, the grievant may, within fifteen (15) days of the Superintendent, or designee's response, appeal the grievance by submitting a written request for arbitration to the Union, with a copy to be furnished to the Superintendent. The Union shall decide whether or not to file for arbitration. If the Union decides to proceed to arbitration, it shall mail a written request to the American Arbitration Association, with a copy to be furnished to the Superintendent, for a list of ten (10) arbitrators. Either party may request that a second list of ten (10) names be furnished. The arbitrator shall have no power to add to, subtract from, modify, or alter any provisions of this Agreement. The fees and expenses of the arbitrator shall be borne solely by the losing party; if the losing party is not clearly identifiable, the arbitrator shall apportion his fees and expenses between the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party. The decision of the arbitrator shall be final and binding.

12.05 This grievance procedure constitutes the sole and exclusive means of raising and seeking a remedy for an alleged misinterpretation, misapplication, or violation of this Agreement. Neither the Union nor any employee shall take any other action alleging a violation of this Agreement, including but not limited to the filing of an unfair labor practice charge(s) or the initiation of judicial proceedings of any type in connection with any dispute which could have been, was, or is the subject of a grievance under this Article.

12.06 General Provisions

A. If a grievance is not filed or appealed within the time limits specified at any step of the procedure, the grievance shall be deemed waived or settled on the basis of the most recent disposition and any further appeal shall be barred.

B. If the Administration fails to respond to a grievance within the time limits specified at any step of the procedure, the grievance may immediately be processed to the next step of the procedure.

C. Meetings and arbitration hearings held under this procedure shall be scheduled so as not to interfere with the work obligations of unit members, unless otherwise mutually agreed.

- D. At any step of the procedure, except arbitration, the grievant may speak on his/her own behalf or choose to be represented by a designee of the Union; in any case, however, a designee of the Union may be present at each step of the procedure. At any arbitration, the grievant must be represented by a designee of the Union.
- E. All grievance meetings and arbitration hearings shall be in private. No one other than those involved with the grievance shall be entitled to attend.

Article 13 – Severance Pay

- 13.01** Each Employee retiring from the Findlay City School District, and who has been employed by the Findlay City School District for a minimum of five (5) consecutive years at the time of retirement and who meets the qualifications for retirement set forth by the State Employees Retirement System, shall at the time of their retirement be eligible for a severance payment, as set forth below.

Application for severance pay shall be made through the Office of the Treasurer on forms furnished by the School District. Documentation of retirement from SERS is required and must be presented to the Office of the Treasurer within ninety (90) days of an Employee's last day worked to receive severance pay.

- 13.02** An employee who has been employed by the Findlay City School District for a minimum of five (5) consecutive years at the time of retirement, and who meets the qualifications for retirement set forth by the School Employees Retirement System, shall receive severance in the amount of twenty-five percent (25%) of up to two hundred fifteen (215) days of accrued sick leave upon retirement. Alternatively, an Employee who has been employed by the Findlay City School District for a minimum of ten (10) consecutive years at the time of retirement, and who meets the qualifications for retirement set forth by the School Employees Retirement System, shall receive severance in the amount of thirty percent (30%) of up to two hundred fifteen (215) days of accrued sick leave at the time of retirement. An employee can only receive one (1) severance payment.

Compensation shall be based on the employee's daily rate of pay at the time of retirement, exclusive of overtime or supplementary pay. Payment under this provision shall be considered to eliminate all sick leave credit accrued by the employee with such payment being made only once to any employee. The amount shall be paid in lump sum to the retiree within thirty (30) days of the District's receipt of proof of retirement.

Article 14 – Hours of Work & Calamity Days

- 14.01** Employees shall work a schedule as determined by the Board.
- 14.02** If the Transportation Director or other management-level employee requires an employee's presence at a meeting, the employee will be compensated for such meeting at the regular rate of pay. This shall not apply to Labor Management meetings.
- 14.03** In the event that the school district is closed due to a calamity, nine-month employees shall suffer no loss in pay. However, no such employee shall be paid for any additional days of work the District may make up, provided said make-up days do not require the employee to report for more days than required by his/her contract.
- 14.04** On calamity days, nine-month employees shall not report to work unless informed otherwise. Employees who are requested to report to work on any day declared a public calamity shall be paid their regular hourly rate for all hours worked.
- 14.05** On one, two or three-hour delay days, employees should report to work as directed by their supervisor.

Article 15- General Provisions

- 15.01** The Board and the Union acknowledge that during negotiations resulting in this Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter, and that the parties arrived

at this Agreement after the exercise of that right and opportunity. The Board and the Union shall voluntarily waive, during the life of this Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject are specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Agreement.

15.02 This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practices, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

15.03 If any provision of this Agreement, or any application of the provisions of this Agreement, or any agreement reached under its terms, conflicts with any state or federal law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.

15.04 Amendments may be made at any time by mutual agreement in writing.

15.05 Labor/Management Meetings

Upon request of either party but no more than three (3) times per year at a mutually agreeable time outside an employee's regular work day, Employer representatives and Union representatives shall meet to discuss pending problems in order to maintain a harmonious relationship between the Employer and the Union. Both parties shall respond within a reasonable time to written requests for information germane to collective bargaining or contract administration. Providing information in the form it exists complies with this provision. Labor/management meetings may be canceled by mutual agreement.

15.06 Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or harassment as to age, sex, race, color, creed, national origin, disability, or Union activity.

15.07 This Agreement shall become effective on July, 2021 and remain in effect through June 30, 2024.