

# **AGREEMENT**

between

TRUCK DRIVERS, CHAUFFEURS AND HELPERS, PUBLIC  
EMPLOYEES, CONSTRUCTION DIVISION, AIRLINES – GREATER  
CINCINNATI / NORTHERN KENTUCKY AIRPORT AND  
MISCELLANEOUS JURISDICTION, GREATER CINCINNATI, OHIO  
LOCAL UNION NO. 100

an affiliate of the  
International Brotherhood of Teamsters

and

**BRIGHT LOCAL BOARD OF EDUCATION**

**07/01/22 – 06/30/25**

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## **AGREEMENT**

THIS AGREEMENT is entered into by and between Truck Drivers, Chauffeurs and Helpers, Public Employees, Construction Division, Airlines – Greater Cincinnati/Northern Kentucky Airport and Miscellaneous Jurisdiction, Greater Cincinnati, Ohio Local Union No. 100, an affiliate of the International Brotherhood of Teamsters, hereinafter known as the Union, and **BRIGHT LOCAL SCHOOL DISTRICT**, hereinafter known as the Board.

### **ARTICLE 1. RECOGNITION.**

The Bright Local School District Board of Education (hereinafter referred to as the "Board") recognizes the Truck Drivers, Chauffeurs and Helpers Local Union 100, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), as the sole and exclusive bargaining representative of all employees now employed or to be employed in the hereafter described bargaining unit.

This Agreement is entered into to set forth in their entirety the full and complete understanding and agreements between the parties governing wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined hereafter.

The bargaining unit shall be defined as all full-time and regularly employed short-hour employees working in the Bright Local School District in the following positions or classifications which are regularly assigned to a work schedule:

1. Bus Drivers
2. Secretaries
3. Cooks
4. Custodians
5. Teachers Aides
6. Special Education Aides
7. Cafeteria Workers
8. Transportation Attendants
9. Monitors

Positions specifically excluded from the bargaining unit include: Mechanic, Board and School Administrators, Treasurer's Staff, Superintendent's Secretary, Confidential Classified Employees, Teachers and Substitutes.

### **ARTICLE 2. NEGOTIATIONS.**

Section 1. Representation. Designated representatives of the Board and the Union shall meet to negotiate a successor agreement in accordance with the procedures set forth within this article. Negotiating teams shall be limited to not more than five (5) members on each team; this number including a consultant, if any. Neither party shall have control over the selection of the other party's team members.

Section 2. Request for Bargaining. If the Union or Board desires to open bargaining, it shall notify the other party in writing at least sixty (60) days prior to the expiration date of the Agreement. Notification in writing from the Union shall be served on the Superintendent and notification from the Board shall be served upon the Local President. If neither party notifies the other within the prescribed period of time, the contract will be extended by one (1) year from the Agreement's expiration date.

Within thirty (30) days after receipt of such notice, an initial meeting will be held at which the Union and Board shall submit their proposals in writing.

Items proposed shall be listed by article. Topical listing of items proposed for negotiations ("laundry lists") shall constitute a clear failure of compliance with the requirement and may be disregarded.

The items proposed shall be listed by article and no additional proposals may be brought to the table unless otherwise agreed by the parties. The remaining items of the then current contract shall remain in force and effect, and shall be part of any successor agreement.

Section 3. Bargaining Meetings. Bargaining meetings shall be scheduled by the parties, and until bargaining is concluded or impasse is declared by either party, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.

Meetings shall be scheduled at reasonable intervals, places and times.

Bargaining meetings shall be closed to the press and public.

Either party may recess for caucuses at any time for a period of up to thirty (30) minutes, unless otherwise agreed by the parties.

Minutes of meetings shall be kept by each party only if that party deems necessary and only in such form and detail as it may determine advisable.

Section 4. News Releases. Information regarding negotiations may be released to the press only upon prior approval of both parties, until the point of impasse or strike.

Section 5. Agreement. As negotiation items become tentative agreements, they shall be reduced to writing and initialed by the chief spokesperson of each party. When all items have been tentatively agreed to, they shall comprise a tentative agreement.

Within thirty (30) days following tentative agreement on all items, they shall be submitted to the Union and Board for ratification. If ratified by both the Board and the Union, they shall constitute the collective bargaining agreement between the parties.

Section 6. Impasse. When either party declares impasse, the Federal Mediation and Conciliation Service will be called upon to assist the parties. Mediation shall last for a period of thirty (30) days from the date of the first meeting with the mediator, unless extended by the mutual agreement of the parties. Once mediation has been exhausted ultimate impasse shall be deemed to exist and the Union shall have a right to strike pursuant to the Ohio Revised Code 4117.14(D)(2).

This constitutes the parties' entire mutually agreed dispute resolution procedure and supersedes the statutory procedures found on O.R.C. 4117.14.

### **ARTICLE 3. DEFINITIONS.**

School Work: Any work that is associated with the Bright Local School District.

Immediate Supervisor: Administrator who generally directs, supervises, or evaluates a bargaining unit member's work on a daily basis. Employees will be advised as to who their Supervisor will be. Employees will also be advised of any changes.

Calendar Day: A day as used in this Agreement, unless indicated otherwise, shall be a calendar day.

### **ARTICLE 4. PERSONNEL FILE.**

Upon request, at the end of employee's workday, an employee shall be able to review his/her personnel file in the office of the Board. This shall be the only file for the employee. The file may be reviewed in the presence of the Board or designee. The employee shall have the right to be accompanied by a Union representative. Access to a personnel file by the employee or representative shall be during regular business hours of the Board.

In addition to the employees, the Board or designee shall have access to the same. If an unfavorable statement or notation is to be placed in the file, the employee shall be given a copy of the material before it is placed in the file and have the right to attach a statement of rebuttal or explanation to the unfavorable materials. A copy of any disciplinary action shall be given to the Union before it is placed in the employee's file.

Any employee shall have the right to obtain a copy of any material in his/her file, at the same cost as charged per Board policy.

### **ARTICLE 5. LAYOFF AND RECALL.**

If in the sole discretion of the Board it determines that a layoff is necessary for any reason, the following procedures shall govern such layoff:

(a) Affected employees shall be laid off according to seniority within the job classification, with the least senior employee laid off first. Seniority shall be as defined in Article 22.

(b) The following classifications shall be used for the purpose of defining classification in the event of layoff:

1. Bus Drivers
2. Secretaries
3. Cooks
4. Custodians
5. Teachers Aides
6. Special Education Aides
7. Cafeteria Workers
8. Transportation Attendants
9. Monitors

The Board shall determine in which classifications the layoff shall occur and the number of employees to be laid off. In the classification of layoff, employees with the least seniority shall be laid off first. However, full time employees within a given classification shall not be laid off when part time employees are working.

At least seven (7) calendar days prior to the effective date of layoffs, the Board shall prepare and post for inspection in a conspicuous place a list containing the names, seniority dates and classifications of those employees who are to be laid off. A copy of this posting shall be provided to the Union. Employees laid off shall be paid for all earned but unpaid overtime and vacation days (if the employee desires or so requests) no later than fourteen (14) calendar days following the layoff.

For the classification in which the layoff occurs, the Board shall prepare a reinstatement list and the names of all employees who have been laid off shall be placed on a reinstatement in the reverse order of layoff.

Recalls which occur in the classification of layoff shall be offered to the senior most employee in said classification by certified mail to the employee's last known address. Any employee who declines reinstatement or fails to respond within ten (10) days of receipt of notice of recall shall be removed from the reinstatement list and shall be considered terminated. If the notice is refused, unclaimed or not deliverable, the employee will be deemed to have declined reinstatement and to have terminated his/her employment ten (10) days after postal delivery by certified mail was attempted.

The employee shall remain on the recall list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previously accumulated seniority.

#### **ARTICLE 6. BULLETIN BOARDS.**

The Board agrees to provide a bulletin board in an agreed upon area of the facility for use by the Union only.

All Union notices of any kind posted on the bulletin boards shall be signed, posted or removed by a Union representative or steward. It is understood that no material may be posted on any Union bulletin board at any time which contains personal attacks upon any other member, or any employee, public office holder, or the Board which is not directly related to Union business. No Union materials of any kind may be posted anywhere in the Board facilities or on the Board equipment except on the bulletin board designated for use by the Union. Upon the request of the Board or its designee, the Union shall cause the immediate removal of any material posted in violation of this article.

#### **ARTICLE 7. BUS DRIVER CERTIFICATION.**

All bus drivers must be officially certified by the State of Ohio and all applicable agencies in order to obtain or retain employment and must be insurable by liability insurance carrier.

#### **ARTICLE 8. OVERTIME AND CALL-IN PAY.**

Employees may bid on job vacancies pursuant to Article 22 (Seniority), as long as the hours of the job they are bidding on when added to the hours of any other position the employee holds with the district does not result in the employee being regularly scheduled to work more than forty (40) hours per week.

For all hours actually worked over forty (40) in one work week, the employee shall be paid at the rate of time and one-half

For the purposes of this section, vacation days, personal leave days, sick days, holidays and calamity days which the employee does not work but for which he/she is compensated by the Board shall not constitute hours worked when determining if an employee is eligible for overtime in a work week.

Any employee called in at a time that abuts or overlaps his/her scheduled shift, shall be entitled to a minimum of one (1) hour pay or work at his/her regular hourly rate, plus travel time.

If an employee is called in to work at a time which does not abut or overlap his/her regular scheduled shift, then in that event, the employee shall receive a minimum of two (2) hours pay.

## **ARTICLE 9. SICK LEAVE.**

Each employee shall be granted and accumulate sick leave at the rate of one and one quarter (1¼) days per month of completed service, to a maximum of fifteen (15) days per year. Sick leave shall be cumulative to one hundred eighty-two (182) days. Sick leave may be taken in half day increments. In the event an employee in the bargaining unit holds two or more positions of employment in the school district, for example bus driver and teacher's aide, and needs to utilize sick leave for less than half a day, that employee shall be charged for sick leave in quarter day units.

Employees will be granted sick leave for absence for the following reasons:

- (a) Personal illness, injury or illness caused by pregnancy or other long term disability.
- (b) Exposure to a contagious disease which could be communicated to others.
- (c) A reasonable number of days for illness or injury in the employee's immediate family. For the purposes of this provision, immediate family shall be defined as spouse, children, mother, father, sister, brother, grandparents, brother/sister-in-law, son/daughter-in-law, father/mother-in-law, grandchild, legal guardian or other person who stands in place of a parent, or any other dependent or relative living in the same household as the school employee.

A pregnant employee may use accumulated sick leave for illness/disabilities resulting from her pregnancy and for her period of confinement. All employees may take up to twelve (12) weeks of leave upon the birth or adoption of a child. For the first six (6) weeks, employees may use any available leave (sick leave, vacation, personal leave, etc.) to receive pay during those weeks. The remaining six (6) weeks shall be unpaid leave, however, employees shall continue to receive benefits during this period.

If an employee is on sick leave for five (5) or more consecutive days in any school year, if the employee's sick leave usage suggests a pattern of abuse, or if the Board has credible evidence to support that the employee is using sick leave for an unpermitted reason, the Board shall have the right to require the employee to submit a physician's excuse and/or a medical release to return to work. The Board may also require the employee to meet with the Superintendent which may result in the implementation of an attendance plan or disciplinary action. Meetings described in the preceding sentence shall only occur when the employee has Union representation.

If the Board requires medical release to return to work and the employee has not been seen by a physician, the Board may designate a physician from whom the employee must receive a written medical release, at the Board's cost, prior to returning to work. Failure to provide a medical release to return to work shall be grounds to prohibit the employee from returning to work.

All employees may be advanced five (5) days of sick leave credit after the first day of work, at the discretion of the Superintendent.

An employee who requests a leave of absence for the purpose of having elective surgery or for any other reasonable foreseeable circumstance (e.g. pregnancy, hernia) that will render the employee unable to physically perform the duties of his/her job, the employee must provide to the Board a written statement signed by the physician indicating (1) the date on which it is expected he/she will no longer be physically capable to perform his/her duties, (2) that he/she can work until that date without risking injury to himself/herself, (3) anticipated date of surgery or date of actual disability, and (4) anticipated date of return.

New employees shall receive credit for sick leave accumulated up to one hundred eighty-two (182) days in any public school chartered by a State Department of Education or public agencies in Ohio. It will be the responsibility of the new employee to supply the Treasurer with the address of the former employer.

At the request of the Employee, if the employee has at least forty-four (44) days of accrued but unused sick leave, he/she may be paid for unused sick leave, up to a maximum of twenty-one (21) days per year, at the rate of one hundred percent (100%), on the second pay day in August each year.

The provisions of this Article are intended to supersede any conflicting or inconsistent provisions of Ohio Revised Code section 3319.141.

#### **ARTICLE 10. FUNERAL LEAVE.**

In the event there is a death in the employee's immediate family (immediate family defined in Article 9, Sick Leave), the employee may take up to three (3) work days leave with pay, which shall not be chargeable to the employee's sick leave accumulation, for the attendance of a funeral/visitation/memorial service due to the death. This leave may be extended to five (5) days with the approval of the Superintendent.

If an employee is absent due to the death of a close friend or other relative outside the immediate family, absence shall be approved for up to three (3) work days without pay, or three (3) days sick leave, at the option of the employee, which may be extended to five (5) work days by the Superintendent, if extenuating circumstances justify the extension. This leave is the attendance of a funeral/visitation/memorial service due to the death.

#### **ARTICLE 11. PERSONAL LEAVE.**

The Board authorizes up to three (3) days annual unrestricted personal leave, except that personal leave will not be granted on the first day and last day of school for students, the day immediately before or the day after a holiday, except for exceptional situations, as approved by the Superintendent at his/her discretion, with employee providing reason for the requested leave. During May and June, no more than two (2) employee in any classification may be on personal leave on any day.

Requests for personal leave must be received by the immediate supervisor two (2) work days in advance in writing. Unused personal leave will be paid out in an amount equal to 50% of the per diem rate for each unused day, as of June 30<sup>th</sup> of each year.

Additional days of unpaid leave may be granted for personal reasons such as, for example, required court appearances, personal or family business, or observance of religious holidays not observed by the District. Unpaid leave may be taken with the written approval of the Superintendent. The employee may be required to provide the Superintendent with sufficient information that will allow him/her to make a decision. Permission to take unpaid personal leave will not be unreasonably withheld.

## **ARTICLE 12. ASSAULT LEAVE.**

A service connected case of physical assault on a member of the bargaining unit causing physical injuries to said employee occurring while the employee is performing his/her contractual duties shall entitle the employee to use assault leave if he/she is medically unable to perform his/her duties as a result of the assault. When an assault results in an absence from duty for medical reasons as provided above, such absence shall be at no loss in pay and shall not be chargeable to sick leave, to a maximum of five (5) days per member each work year. Assault leave is not cumulative.

Medical verification justifying the use of assault leave shall be furnished to the Board for all absences requiring more than three (3) days assault leave. The Board shall have the right to require medical examination by a physician of its choice after an employee has been absent for three (3) days per occurrence. In such event, the Board shall pay the full cost of the examination.

A request for assault leave shall be made on the appropriate form, which shall include the following information:

- (a) The nature of the injury.
- (b) The date, time and place of the occurrence.
- (c) Identification of the individual or individuals causing the assault (if known).
- (d) Facts and circumstances surrounding the assault.

The assault leave form shall be returned to the Board as soon after the occurrence as is possible and practical. No assault leave may be approved prior to the receipt of the written, completed application form.

The employee shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the bargaining unit employee and/or the Board and shall be paid for all time spent at the hearing or time lost from work.

## **ARTICLE 13. JURY DUTY.**

When an employee is called for jury service, he/she shall give his/her immediate supervisor proper notice and the Board will reimburse the employee his/her regular pay. Court money will be paid to the School Board, and the employee shall receive his/her regular salary.

#### **ARTICLE 14. HOLIDAYS.**

The Board shall grant nine (9) paid holidays annually to all eleven and twelve month employees and shall maintain its current holiday policies and practices for the duration of the contract. The holidays are:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth (June 19<sup>th</sup>)
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Christmas Day

The Board shall grant seven (7) paid holidays annually to all other classified personnel. The holidays are:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

Veterans may take a paid day off on Veterans' Day, provided they submit proof of veteran status, and subject to district staffing needs. Veterans must notify the Board forty-eight (48) hours in advance of the requested day off.

To be eligible for holiday pay, the employee must work on his/her regularly scheduled day preceding and following such a holiday, unless excused by the Board. Holiday pay will not be paid to any new employees who are still in their probationary period, nor to any employee on any type of voluntary leave of absence.

#### **ARTICLE 15. VACATIONS.**

Each full-time employee, after service of one (1) year with the Board, shall be entitled, during each year thereafter, while continuing in the employ of the Board, to vacation leave with pay, excluding legal holidays, according to the following schedule:

One (1) year of service:	Two (2) weeks (10 days)	.833 monthly
Ten (10) years of service:	Three (3) weeks (15 days)	1.25 monthly
Twenty (20) years of service:	Four (4) weeks (20 days)	1.666 monthly
Twenty-six (26) years of service:	21 days	1.75 monthly
Twenty-seven (27) years of service:	22 days	1.833 monthly
Twenty-eight (28) years of service:	23 days	1.916 monthly
Twenty-nine (29) years of service:	24 days	2.00 monthly
Thirty (30) years of service:	25 days	2.083 monthly

Employees may not accrue vacation in an amount in excess of three (3) years' accrual of vacation. By way of example, and not in limitation, an employee entitled to two (2) weeks' vacation may accrue up to six (6) weeks' vacation. Any vacation in excess of this amount shall be paid out on the second pay day of in August of each year.

Upon separation from employment, an employee shall be entitled to compensation at the current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, not to exceed the vacation leave accrued to his credit for the two (2) years immediately preceding his separation and the prorated portion of his earned but unused vacation leave for the current year.

Full-time employees are entitled to have any prior service with the Bright Local School District and any other division of the Board counted for the purpose of computing the amount of vacation leave to which they are entitled.

For the purposes of this provision, a full-time employee is a person who is in service for not less than twelve (12) months in each calendar year.

Vacation time shall be approved by the employee's supervisor and shall be granted at time periods that are in the best interest of Board's operation. Vacation scheduling requests shall not be unreasonably denied.

Twelve (12) month employees who are entitled to 3 weeks of vacation or more, at the employee's option and with the approval of the Superintendent, may sell back up to two (2) weeks of vacation each year at the employee's regular rate of pay. Such approval shall not be unreasonably withheld. Payment shall be made in the first pay of November.

Accrued but unused vacation days shall be posted on check stubs for all twelve (12) month employees.

## **ARTICLE 16. PAY PERIODS.**

Employees shall be eligible for all work calls on a voluntary acceptance basis. The Board may require the least senior employee(s) to accept the work should no one volunteer.

Employees shall be paid bi-monthly, on the 15<sup>th</sup> and the 30<sup>th</sup>. However, if a pay day falls on a Saturday or Sunday, employees shall be paid the preceding Friday.

Regardless of the driver's regular pay and route time, drivers who have bid on and drive the vocational school routes shall complete time sheets for all hours actually worked during the Highland County Fair Week and the Brown County Fair Week, and shall be paid according to the hours actually worked for those two weeks.

If there is a payroll error, the employee shall bring the error to the attention of the Treasurer's office. The Treasurer's office shall have 30 days to either correct the error or advise the employee that the claim is unsubstantiated. If the Treasurer's office agrees with the employee, and fails to remedy the error within one payroll period from the time the error is substantiated, the employee shall be entitled to penalty pay of four hours per week until the error is corrected. If the Treasurer denies the employee's claim, the employee may proceed to the grievance procedure on the claim, however, no penalty pay will be due to the employee should the arbitrator rule against the Board.

If the District makes a payroll error that results in an overpayment to any employee, the District must bring the error to the attention of the employee. In such cases, the District, the Union, and the Employee shall cooperate to establish a repayment plan for the employee. Such plan shall not require the employee to pay more than one (1) day's pay per week, unless some other plan is agreed to in writing by the employee and the Union. If the employee leaves employment with Bright Local prior to repaying the full amount, the remaining sums may be withheld from the employee's remaining wages and other benefit payments.

The work period shall begin at 12:01 a.m. on Monday and continue for seven (7) consecutive calendar days (168 consecutive hours) ending at 12:00 midnight the following Sunday.

#### **ARTICLE 17. UNIFORMS.**

Custodians shall be provided uniforms as needed. Cooks shall be provided full-length aprons as needed. The uniforms and full-length aprons shall be paid for by the Board and maintained by the employee. Shop rags and kitchen towels shall be supplied and maintained by the Board.

#### **ARTICLE 18. CHECK-OFF.**

All employees who have signed an authorization form will have dues deducted from their pay in any month in which they work one (1) day or more for the period of said authorization. Such deduction will be effective after thirty (30) calendar days of employment. The Union is responsible for annually certifying to the Treasurer the amount of dues or method of dues computation in writing before dues will be deducted.

Employees will have an initiation fee deducted from their pay after thirty (30) working days of employment, but in no event later than ninety (90) calendar days of employment.

The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind whatsoever which may arise out of or by reason of actions taken or omitted by the Board for the purpose of complying with this article.

The Board agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Board of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Board shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted

along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Board annually for the Board actual cost for the expenses incurred in administering the weekly D.R.I.V.E. payroll deduction plan.

When the Board hires new bargaining unit employees who are not yet members of the International Brotherhood of Teamsters, the Board shall allow union stewards to solicit union membership application forms from such employees. Stewards shall deliver such forms to the Union and the Board immediately.

#### **ARTICLE 19. FAIR SHARE.**

As a condition of employment, thirty (30) calendar days following the beginning of employment, or upon the effective date of this collective bargaining agreement, whichever is later, employees in the bargaining unit who are not members of the Union, including employees who resign from membership in the Union after the effective date of this collective bargaining agreement, shall pay to the Union through payroll deduction, a fair share fee.

The fair share fee is automatic and does not require the written authorization of the employee. This provision shall not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by members of the Union in the same bargaining unit. The Union is responsible for annually certifying to the Board the amount of the fair share fee, along with a breakdown of its use, prior to the implementation of this section.

If an employee challenges the deduction of the fair share fee through the court system or the State Employment Relations Board (SERB), deductions for the challenging employee shall continue, but the funds so deducted shall be placed in a mutually agreed to interest bearing escrow account by the Board until a resolution of such challenge is reached. The party in whose favor the resolution is determined shall receive the escrowed funds, including any interest earned.

The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind whatsoever which may arise out of or by reason of actions taken or omitted by the Board for the purpose of complying with this article.

The parties acknowledge that this language is unenforceable due to the Supreme Court decision in *Janus v. AFSCME, Council 31* (2018). If this decision is overruled or fair share fees otherwise are held to be constitutional again, this Article shall become effective and enforceable again.

#### **ARTICLE 20. NO STRIKE -- NO LOCKOUT.**

It is agreed that during the term of this Agreement, the Union, its officers or members shall not sanction or participate in any strike, slowdown, work stoppage, walkout, sympathy strike, picketing, handbilling, or reopener strike, or any other interference with work of any kind. It is also agreed that during the term of the Agreement there shall be no lockout of employees by the Board.

Employees taking part in, or assisting or supporting such a strike, boycott, walkout, slowdown, sympathy strike, picketing, handbilling, or other operations prohibited by this Agreement shall be subject to immediate discharge. In the event of activity prohibited by this article, the Union and such activity should cease and desist.

It shall not be a violation of this Agreement or cause for disciplinary action should any employee refuse to enter upon any property or cross any picket line which has been recognized by Teamsters Local 100, provided that the Union has given the Board seven (7) days notice of such recognition. The Superintendent shall provide to the Union Business Agent a copy of any strike notice issued by any Union to the Board, within 24 hours of the Superintendent's or Board's receipt of such notice. The Superintendent also shall provide notice to the Union Business Agent, within 24 hours of the Superintendent's learning of any such information, of any threatened or expected strike that may affect Board property or operations.

## **ARTICLE 21. SHOP STEWARDS AND UNION REPRESENTATIVES.**

The Board agrees to recognize stewards as appointed by the Union. There shall be no more than one (1) chief steward at any one time during the life of this Agreement. The chief steward may appoint up to three (3) alternate stewards.

The chief stewards may assist in the investigation, presentation and settling of grievances, provided he/she is doing so outside of his/her regularly scheduled work hours. However, in the event that meetings and/or grievances are scheduled during the steward's regular work hours by the administration, the steward shall be permitted to attend said meetings and participate in them with full pay. In the event of an emergency situation requiring immediate attention, the chief steward may request that he/she be permitted to respond to the emergency during his/her regular work hours and such request shall not be unreasonably denied by the administration.

A duly authorized representative of the Union will be permitted to visit the premises of the Board at reasonable times for the purpose of transacting any business of the Union, provided the visit does not occur during the regular scheduled work hours of a member of the bargaining unit. This visit may occur before or after an employee's regularly scheduled work hours or at the employee's scheduled lunch break. The Union Representative must sign in in accordance with the District's security procedures.

## **ARTICLE 22. SENIORITY.**

Section 1. District seniority is defined as the uninterrupted length of continuous service with the District.

Classification seniority is defined as the uninterrupted length of service by the employee in a job classification. An employee may acquire and retain seniority in more than one job classification.

Seniority shall be determined by the date of the Board action hiring the employee. Ties will be broken by the employee's date of application. If there is no application, or if the employees have the same application date, seniority shall be determined by drawing straws, with the shortest straw being deemed the most senior.

Section 2. The Board shall provide the Union with an up-to-date seniority list by classification and district seniority by November 1 of each year if requested to do so.

Section 3. If an employee transfers out of the bargaining unit, he/she shall retain his/her seniority accrued in the bargaining unit position. However, seniority shall not continue to accumulate while the employee is working out of a bargaining unit position. If the employee returns to the bargaining unit, he/she will return with the seniority he/she had at the time he/she transferred out of a bargaining unit position.

Section 4. An employee shall lose his/her seniority for any of the following reasons:

- (a) The employee resigns.
- (b) Discharge for just cause and said discharge is not reversed by an arbitrator.
- (c) Failure to return to work within ten (10) days of being recalled from layoff after being notified in writing to report to work by certified mail addressed to the employee's last known address.
- (d) After being on the recall list for a period of two (2) years.
- (e) Failure to report to work for three (3) consecutive work days without giving proper notice to the supervisor.
- (f) Nonrenewal of the employee's employment.

Section 5. Job Posting. All bargaining unit positions in classifications other than transportation shall be posted for bid. The posting shall be in a conspicuous place and shall be posted for a period of five (5) working days. Interested employees shall file a written request for the vacant position with the Superintendent or designee, and the position shall be awarded to the employee with the greatest seniority in the classification of the vacant position. If a vacancy occurs after December 31<sup>st</sup>, the Board may fill the position with a substitute for the remainder of the school year.

If no employee from within the classification of the vacancy places a bid on the vacant position, then the bidders from other classifications applying for the vacant position shall be considered. The position shall be offered to an applicant from outside the classification, provided the applicant, as determined by the Board, has the necessary qualifications, work experience and work ability to fulfill and meet the requirements of the job description for the vacant position. If two (2) or more applicants from outside the job classification meet the qualifications for performing the job duties of the vacant position, the vacant position shall be awarded to the applicant with the greatest district seniority.

It is understood that the administration may require applicants from outside the classification of the vacant position to take tests designed by the administration to determine their qualifications to fulfill the job duties of the vacant position.

If there are no individuals employed by the Board qualified to fill the vacant position or none apply for the vacant position, then the Board may seek outside applicants and fill the position with a new hire. Newly hired employees of the Board shall serve a probationary period of sixty (60) work days. At the end of the probationary period, the supervisor shall make a determination and recommendation to the Superintendent with regard to the employee's continued employment with the Board. If the supervisor's decision is not to recommend the new hire for regular employment with the Board, the employee shall be advised of that fact and provided with the reasons for the supervisor's decision. An employee so advised shall be considered released and his/her employment with the Board shall automatically end.

If the employee is deemed to be satisfactory, the employee shall be offered an initial employment contract after the probationary period for a term of up to one (1) year. If the Board elects to re-employ the person after the employee successfully completes his/her first contract, the next contract shall be for two (2) years, except that if the employee begins work after November 1, then the contract shall be through June 30 of that school year. If that employee is re-employed the employee shall be given a one year contract and if re-employed following that one year contract, the employee shall be given a two year contract. If the Board decides to renew the employment after the two (2) year contract, the employee shall be re-employed on a continuing contract. Should an employee resign or be non-renewed and then be offered a subsequent employment contract, the

contract set forth herein shall apply. The provisions of this section shall supersede any conflicting provisions of Ohio Revised Code section 3319.081.

#### Section 6. Route Bidding

1. Two (2) weeks prior to the start of the school year, bus routes for the new school year will be posted at a location identified for that purpose by the transportation supervisor. The bus routes shall be established and created by the School District Administration. A bus route posted will have an estimated driving time for the route which shall be established by the School District Administration. If the route is a new route, the Administration shall estimate the route driving time, subject to the route time establishment procedures contained herein. The routes that will be available for bid on bid day shall be made available for review at least three (3) days prior to the bid day. Both parties acknowledge the routes may change after bid day due to the addition and/or subtraction of students.
2. A route bid day will be designated by the transportation supervisor which shall be at least forty-eight (48) hours prior to the start of the school year for any routes the school district is required to serve and after the posting of these routes as provided above. On the designated route bid day, except as otherwise provided herein, routes will be assigned on the basis of seniority with the most senior driver receiving his/her first choice of a route assignment and bidding shall continue on the basis of seniority until all routes have been assigned.
3. Thirty (30) minutes per day shall be added to the route length for all required daily bus inspections, general cleaning, and fueling of buses. Drivers will be expected to perform these duties daily. Drivers will be expected to wash the exterior of the buses as directed by the Transportation Supervisor, and shall be paid for the time at their regular hourly rate for all time spent.
4. Route time shall begin upon the driver leaving either their home or the compound lot, whichever is applicable. However, in no instance shall the driver be paid for more than sixty (60) minutes per day for drive time to/from home to the first designated pickup location/last drop off location.
5. Bus drivers will be required to time their respective routes in the following increments: from their home or compound lot to the first pickup; from the first pickup to the last drop-off of the morning route; from the first pick up of the afternoon route to the last drop off of the afternoon route; and, from the last drop off of afternoon route to their home or compound lot. This shall be completed everyday beginning on the first school day until the last school day of August. Such times will be submitted to the Transportation Supervisor who will establish the actual route time for the school year based upon the submitted route times.
6. During the school year, either the driver or supervisor may request that the length of the route be reviewed. If the driver wishes to have his/her route reviewed, he/she must make a written request to the transportation supervisor. If the transportation supervisor wishes to review the route, he/she shall notify the driver in writing of the review. If the route review establishes that a differential of at least fifteen (15) minutes exists from the length of the route time established for the route, then in that event, the route length will be adjusted to reflect the new route length. Adjustments on the route length will be paid effective from the date of the request for a review by either the driver or the transportation supervisor.
7. If a vacancy occurs in a route during the school year, the route will be posted and filled by the most senior person bidding on the new route assignment. The route vacated by the successful bidder shall be filled by a sub for the remainder of the school year and rebid pursuant to this section at the start of the next school year.
8. Drivers will not drive buses for personal reasons such as other duties, in-service, etc.

Section 7 - This Article is intended to supersede any and all conflicting or inconsistent provisions of Ohio Revised Code sections 3319.081 and 3319.083.

## **ARTICLE 23. FIELD TRIPS.**

### Section 1. Definitions

Extra-Curricular/Athletic Trip: Any trip that is taken after route time or on weekends.

Pass: Alternative to not take a trip and not get it counted against the driver. But the driver will still go to the bottom of the trip list for rotation.

### Section 2. Procedure

At the beginning of each semester, a field trip list shall be created with drivers who signed to be on the list ranked in the order of seniority with the most senior driver being first on the list. Field trips which are known shall be posted at the Bright School building on Tuesday for the week following the upcoming Friday. Field trips received after Tuesday's posting for the next week will be considered emergency trips.

Drivers will select field trips on Friday from the posted list on a rotating basis, with the person at the top of the list receiving his/her preference, with the remainder of the trips being selected on a rotating basis. As a driver selects or rejects a field trip, his/her name will be removed to the bottom of the rotating list.

Emergency trips and trips not filled on Friday will be filled by the Transportation Supervisor by offering the trips to those drivers on the field trip list in rotational order. After offering an emergency trip or unfilled trips to drivers on the field trip list and not being able to fill these trips, the Transportation Supervisor may fill these trips with substitute drivers. In addition, with at least 48 hours notice, a trip may be assigned to a regular driver on a rotating seniority basis beginning with the least senior driver. A driver may be excused from this trip due to a pre-scheduled event or for exigent circumstances. A driver may be asked to drive the trip within the 48 hour timeframe but may refuse the trip.

A driver may not select a field trip that conflicts with his/her regular route assignment. By mutual agreement the Board of Education, or its administrators, may assign a driver who is on the field trip list to a field trip during his/her regular route assignment time. This shall not result in a decrease in pay for the driver and the driver may exceed forty (40) hours for that week.

A driver who is absent from his/her regular daily route duties because of illness on any given day may not accept a field trip on that day.

### Section 3. Compensation

Drivers shall be paid at the rate of \$12.00 per hour while driving field trips.

## **ARTICLE 24. GRIEVANCE PROCEDURE.**

Section 1. If any disagreement arises over the application or interpretation of this Agreement, the employees, the Union and the Board agree that the procedure outlined below shall be the exclusive remedy for such disputes.

## Section 2. Definitions.

- (a) A "grievant" is the bargaining unit member claiming the grievance.
- (b) A "day" shall be a calendar day except that if the deadline for taking any action should fall on a Saturday, Sunday or holiday, the deadline shall be extended until the next business day.

## Section 3. Procedure.

**Step 1. Principal / Immediate Supervisor.** A unit member(s) who believes that he/she has a grievance shall attempt to resolve the matter informally with his/her principal / immediate supervisor.

**Step 2. Principal / Immediate Supervisor (Written Grievance).** If the grievance is not resolved informally at Step one with the principal / immediate supervisor, the grievance shall be reduced to writing within ten (10) working days of the date on which the grievance occurred. The grievance must include the employee's name, the date, the nature of the grievance, the events giving rise to the grievance, and the specific article which is in dispute, and the relief requested. The grievance shall be presented to the principal / immediate supervisor.

Within ten (10) days of the receipt of such grievance, the principal or his/her designee will meet with the grievant and his/her representative in an effort to resolve the grievance. The principal or his/her designee shall render a written decision to the grievant and the Union within ten (10) days after such meeting, on the same grievance form, with the necessary attachments.

**Step 3. Superintendent.** If the grievant is not satisfied with the response at Step 2, the grievance may be submitted in writing by the Union to the Superintendent or his/her designee, at which time a meeting date will be set by both parties. The Superintendent shall render a written decision within ten (10) days after such meeting.

**Step 4. Arbitration.** If the grievant is not satisfied with the response at Step 3, the Union, within ten (10) days following the decision at Step 3, may request that the matter be submitted to arbitration by filing a notice for request for arbitration with the Federal Mediation and Conciliation Service, requesting a panel of arbitrators. The arbitrator shall not have the authority to address any claimed violations that have not been raised at the previous steps of the grievance procedure.

The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to change or modify any of the terms of this Agreement.

The Board and the Union shall share equally in all costs directly attributable to the arbitration, including, but not limited to, fees, expenses and/or room charges. In no event shall one party be responsible for any of the costs of the other party's attorney(s), witnesses, etc.

The parties may waive any of the time limits in this article by mutual agreement in writing. The failure of the Union to file the grievance or any appeal of a decision relating to the grievance in the time limitations contained within this article shall be deemed a waiver of the grievance.

## ARTICLE 25 FINANCIAL SETTLEMENT

Any retroactive pay due shall be based on contracted hours only and does not apply to any extra time or overtime.

If the Board creates and implements a Section 125 Plan, either part A or part B, the plans will be made available to bargaining unit members.

## ARTICLE 26. ALCOHOL AND DRUGS.

The Board reserves the right to develop and enforce a mandatory drug and alcohol testing policy, per the D.O.T. When an employee is required to take a drug and/or alcohol test, the employee shall be paid their hourly rate. If the employee has to drive his/her own vehicle, they are to be paid mileage at the IRS rate. Employees will not be paid or reimbursed if the test is a positive test. The Board and the Union agree that quality education is not possible in an environment affected by illegal drug use and/or abuse of alcoholic beverages. The Board and Union have established and agree to maintain a drug/alcohol-free educational setting in full compliance with federal, state, and local laws, including the Drug-Free Workplace Act and the Drug-Free Schools and Communities Act.

Chemically dependent employees are urged to seek help before their dependence causes problems with their jobs.

Recognizing that chemical dependency is a treatable illness which should be dealt with by treatment and education, it is the Board's policy to prevent chemical dependency and/or offer rehabilitation, rather than to merely discipline employees for substance abuse related problems. To that end, the Board and the Union hereby create an Employee Assistance Program which is available to all Board employees and their dependents.

The Administration will work with an employee desiring chemical dependency rehabilitation assistance on a voluntary basis. Applicable group health plan coverages, sick leave benefits and leaves of absence policies are available to assist employees who seek rehabilitation.

Where rehabilitation is offered by the Board in lieu of discipline, such rehabilitation, if offered by the Board, is considered involuntary. Involuntary rehabilitation shall be available only one (1) time during an employee's tenure of employment with the Board, and shall not be available to any employee in lieu of termination for operating any motor vehicle, whether Board-owned or personal vehicle, during the course and scope of the performance of the employee's duties while under the influence of alcoholic beverages, illegal drugs, prescription drugs used in a manner inconsistent with the prescription, and/or drugs for which employee does not have a prescription.

Information provided to Board or its employees concerning medical problems related to substance abuse or chemical dependency of an employee shall be considered part of the employee's medical record and shall be treated as confidential. However, performance problems, attendance or rules violations will be documented, reported or otherwise treated as ordinary personnel information even if related to substance abuse or chemical dependency. Nothing herein shall be construed as a prohibition against disciplining any employee even if the events leading to the discipline are related to the dependency.

Employees convicted (including a guilty or no contest plea) of violating any federal, state or local criminal drug and/or alcohol related offense must report the conviction to the Superintendent within five (5) business days of a conviction. If the conviction results in the temporary revocation of the employee's CDL, and the actions leading

to the conviction did not occur during the course and scope of employment or on Board premises, the employee may be placed upon a leave of absence in accordance with the terms of the Employee Assistance Program for the period of the revocation. If the conviction results in the permanent revocation of the employee's CDL, regardless of where the activity occurred, the employee shall be terminated. Failure to report the conviction(s) will also result in termination.

## **ARTICLE 27. NON-DISCRIMINATION.**

The Board and the Union agree to comply with all state and federal laws, and not to discriminate against any individual, with respect to hiring, compensation, or terms and conditions of employment, provided the employee can adequately and safely perform the job. All references to the male gender shall apply equally to the female gender, and vice versa.

## **ARTICLE 28. DISCIPLINE AND DISCHARGE.**

Employees may be disciplined or discharged for just cause. No progressive discipline need be followed and grounds for summary discharge shall include, but shall not be limited to, drunkenness or drinking or carrying intoxicating beverages or illegal drugs on the job, refusal to take a drug test when requested by the Board or failing to cooperate in administering such test, a violation of the no strike no lockout clause, theft, dishonesty, serious violation of reasonable posted Board rules, abuse of equipment, and insubordination or neglect of duty, or other just cause. For less serious offenses, a progressive disciplinary procedure including written warnings will be utilized whenever possible, particularly in cases of excessive absenteeism and tardiness. Upon any instance of the same or any other misconduct, the Board will use the following procedures:

- (a) First Offense: Verbal warning. The verbal warning shall be documented in writing in the employee's personnel file.
- (b) Second Offense: A written warning will be issued.
- (c) Third Offense: A second written warning will be issued with a possible suspension up to three (3) days without pay.
- (d) Fourth Offense: A third written warning will be issued which may result in discharge.

Employee shall not be suspended without pay or terminated unless the Business Representative is present at the hearing.

If an employee is discharged, he/she will be given a hearing before the Superintendent within five (5) working days of such discharge if so desired, with the Business Representative present. If the matter cannot be resolved at this hearing and the Union desires to pursue it, then the matter will be reduced to writing and referred to Step 2 of the grievance procedure as outlined in this Agreement.

Should the Board decide to discipline the employee, such disciplinary action would be subject to the grievance procedure.

The Union and the employee will be given copies of all written disciplinary actions. Written or verbal reprimands may not be used as a basis for progressive discipline after eighteen (18) months from the date of the reprimand so long as there have been no other incidents of discipline.

All written disciplinary actions and written reprimands will be emailed to the Local Union within three (3) days of notification. The Local Union shall provide an email address and notify the Board of any changes to the email address. Failure to provide notice to the Local Union as provided in this paragraph shall not be grounds to reverse, overturn, or invalidate any discipline.

#### **ARTICLE 29. SAVINGS CLAUSE.**

Any part of this Agreement which conflicts with applicable city, state or federal laws or regulations shall be considered invalid. Such invalidity will not affect any other provision. Nothing contained in this Agreement is intended to violate any federal or state laws, rules or regulations made pursuant thereto. Should any part of this Agreement be declared or found to be invalid, the parties shall meet and negotiate replacement language within thirty (30) calendar days. If the parties fail to reach agreement within sixty (60) calendar days, the dispute resolution procedure of Article 2 shall apply.

This is the exclusive Agreement between these parties with all prior agreements becoming void on the effective date of this Agreement. This Agreement includes all addenda and letters of agreement executed simultaneously herewith and subsequent hereto provided. Same are signed or initialed by both parties.

#### **ARTICLE 30. FEDERAL FAMILY AND MEDICAL LEAVE ACT.**

The Board will comply with the Federal Family and Medical Leave Act. The Board of Education agrees that if an employee who is eligible to receive benefits through the Family Medical Leave Act requests to be placed on leave pursuant to said Act, the Board shall place the member on family medical leave for the period of time it is required to do so and pay the insurance benefits of an employee on FMLA to the extent required by law. In accordance with the provisions of the FMLA, the Board may require the use of paid leave contemporaneously with the use of FMLA leave. For the purposes of eligibility for use of leave under the FMLA, the anniversary date shall be the date of hire.

#### **ARTICLE 31. SCHOOL EMPLOYEE RETIREMENT SYSTEM.**

The Board agrees to contribute the required amounts on all employees to the Public School Employees Retirement System (SERS) at the current levels as permitted by the Ohio Revised Code Chapter 3309 and the Ohio Administrative Code Chapter 3309. The Board will make the applicable employer contributions administered through the Bright Local School District. The employee will continue to contribute, through pre-tax (as possible) payroll deduction, at the applicable rate set forth by Ohio law.

#### **ARTICLE 32. SEVERANCE PAY UPON RETIREMENT.**

For the purpose of this provision, retirement shall be defined to include service or disability retirement pursuant to Chapter 3309 of the Ohio Revised Code.

Upon retirement from the Bright Local School District and the Board's receipt of the employee's written confirmation of eligibility for and pending payment of benefits from the State Employees Retirement Fund, the employee shall receive severance pay from the Board in an amount equal to fifty percent (50%) of his/her unused and accumulated sick leave, to a maximum of sixty (60) days.

Such payment shall be calculated on the employee's daily rate of pay at the time of retirement. The daily rate of pay shall not exceed eight (8) hours for any one day. Severance pay at retirement must be requested by the employee no later than thirty (30) calendar days following the employee's last day of employment with the district. Payment of severance on this basis shall eliminate all sick leave credit accrued by the employee at the time of retirement. Such payment shall be made only once to any employee.

### **ARTICLE 33. MANAGEMENT RIGHTS.**

The Board, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities not specifically limited by the express terms of this contract. The Union recognizes that the Board has the sole responsibility for the management and control of all the public school whatever name or character in the District and is specifically delegated with the responsibility of making the rules, regulations and/or policies by which the District will be governed as provided under the Ohio Revised Code; and the Superintendent is the executive officer of the Board.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the state of Ohio and the rules and regulations promulgated by the applicable state agency and the constitution and laws of the United States. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this agreement. The parties also hereby agree and understand that the Board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the union prior to implementation.

### **ARTICLE 34. CALAMITY DAYS.**

Section 1. When schools in the Bright Local School District are closed by the Superintendent for the entire day, and the closure is not solely due to the students being instructed remotely, employees who do not report to work shall receive their regular hourly rate of pay for the number of hours the employees would have otherwise worked. Examples of the employees referred to in this section are bus drivers, teacher's aides, cafeteria (cooks, assistant cooks, cafeteria workers), transportation attendant, monitors, special education aides and secretaries. If a calamity day is made up, all such employees shall report to work without additional pay, unless excused from work by the Superintendent or his/her designee

Section 2. When schools in the Bright Local School District are closed by the Superintendent for the entire day, employees whose duties are not directly related to the presence of students shall report to work. The immediate supervisor may excuse such an employee from all or part of the regular shift without a loss of pay on the first five (5) calamity days. Examples of the employees referred to in this section are mechanics and custodians.

Section 3. When school buildings are closed solely due to remote instruction, the Superintendent may require all employees to report to work, either in person or remotely. Employees will be paid their normal daily rate. If an employee is not required to report to work on a remote instruction day, the employee shall have the option to:

1. report to work for their regular hours and be paid at their regular rate,
2. use any available leave -- including sick leave -- to receive pay for the day, or
3. be placed on an unpaid dock day.

#### **ARTICLE 35. IN-SERVICE.**

In addition to holidays, each employee covered by this Agreement may receive one (1) in-service day paid, for staff training, but no bus service is provided. For bus drivers, the one in-service day shall consist of one-half (½) day for bus driver certification in-service, and one-half (½) day for bus drivers physical exams. However, proper time sheets must be submitted to the employee's supervisor. The employee will not receive double pay if his/her route is scheduled to be run on a day on which the district has an in-service scheduled. In this instance, the driver will be paid his/her regular route time.

#### **ARTICLE 36 PRIOR SERVICE CREDIT**

If the Board hires an employee who has previously worked for the Board within the past five years, the employee may be granted all prior service credit for the purposes of placement on the salary schedule. However, the prior service credit shall not apply for seniority purposes.

#### **ARTICLE 37. COMPLETE AGREEMENT.**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Board and the Union, and all prior agreements, either oral or written, are hereby canceled. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

The parties further agree that neither party shall be required to bargain upon any issue, whether it is covered or not covered by this Agreement, and that the Board shall not be required to bargain over the exercise of its rights under Article 33 (Management Rights) of this Agreement. Except as otherwise specifically provided in the written provisions of this Agreement, the Board of Education has the sole and exclusive right to make all decisions relevant to the conduct and management of the schools as prescribed by law.

#### **ARTICLE 38. DURATION OF AGREEMENT.**

This Agreement shall become effective on **July 1, 2022**, and shall be and continue in full force and effect to and including **June 30, 2025**, and this Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the aforementioned expiration date or at least sixty (60) days prior to the annual expiration date of any subsequent year.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on this 15<sup>th</sup> day of August, 2022.

EMPLOYER: BRIGHT LOCAL SCHOOL  
DISTRICT

UNION: TRUCK DRIVERS, CHAUFFEURS AND  
HELPERS, PUBLIC EMPLOYEES, CONSTRUCTION  
DIVISION, AIRLINES - GREATER CINCINNATI /  
NORTHERN KENTUCKY AIRPORT AND MISCEL-  
LANEOUS JURISDICTION, LOCAL UNION NO. 100

BY: Johnny Hauke

BY: M. L. D. B. A.

AND BY: Jeffrey A. Bowley

AND BY: Hubert K. P. Steg

Teamster Salary Schedules			
		2022-2023	2022-2023
Years of Experience		BUS DRIVERS (Current)	BUS DRIVERS (Hired after 6/30/99)
0		\$16.86	\$16.71
1		\$17.53	\$16.95
2		\$18.21	\$17.10
3		\$18.85	\$17.29
4		\$19.52	\$17.51
5		\$20.17	\$17.71
6		\$20.82	\$18.16
7		\$21.21	\$18.34
8		\$21.61	\$18.56
9		\$21.99	\$18.73
10		\$22.39	\$18.97
11		\$22.79	\$19.11
12		\$23.18	\$19.32
17		\$24.34	\$20.64
22		\$25.10	\$21.62
27		\$25.35	\$22.68
		<u>TEACHER &amp; SPEC ED AIDES/MONITORS/TRANS ATTENDENTS</u>	<u>FOOD SERVICE</u>
0		\$12.09	\$12.70
1		\$12.23	\$12.92
2		\$12.41	\$13.18
3		\$12.56	\$13.25
4		\$12.71	\$13.49
5		\$12.92	\$13.63
6		\$13.33	\$14.08
7		\$13.46	\$14.26
8		\$13.60	\$14.45
9		\$13.81	\$14.64
10		\$13.97	\$14.82
11		\$14.16	\$15.00
12		\$14.31	\$15.18
17		\$15.46	\$16.43
22		\$16.37	\$17.41
27		\$17.25	\$18.42
		<u>CUSTODIANS</u>	<u>SECRETARIES</u>
0		\$14.23	\$13.82
1		\$14.35	\$14.01
2		\$14.46	\$14.23
3		\$14.59	\$14.41
4		\$14.71	\$14.64
5		\$14.84	\$14.85
6		\$15.20	\$15.32
7		\$15.33	\$15.53
8		\$15.48	\$15.74
9		\$15.59	\$15.94
10		\$15.72	\$16.15
11		\$15.85	\$16.36
12		\$15.98	\$16.55
17		\$17.02	\$17.91
22		\$17.83	\$19.00
27		\$18.66	\$20.06

Teamster Salary Schedules				
		2023-2024		
			2023-2024	
Years of Experience		BUS DRIVERS (Current)		BUS DRIVERS (Hired after 6/30/99)
0		\$17.20		\$17.04
1		\$17.88		\$17.29
2		\$18.57		\$17.44
3		\$19.23		\$17.64
4		\$19.91		\$17.86
5		\$20.57		\$18.06
6		\$21.24		\$18.52
7		\$21.63		\$18.71
8		\$22.04		\$18.93
9		\$22.43		\$19.11
10		\$22.84		\$19.35
11		\$23.25		\$19.49
12		\$23.64		\$19.71
17		\$24.83		\$21.05
22		\$25.60		\$22.05
27		\$25.86		\$23.13
		TEACHER & SPECED AIDES/MONITORS/TRANS ATTENDENTS		
			FOOD SERVICE	
0		\$12.33		\$12.95
1		\$12.48		\$13.18
2		\$12.66		\$13.44
3		\$12.81		\$13.52
4		\$12.96		\$13.76
5		\$13.18		\$13.90
6		\$13.60		\$14.36
7		\$13.73		\$14.55
8		\$13.87		\$14.74
9		\$14.09		\$14.93
10		\$14.25		\$15.12
11		\$14.44		\$15.30
12		\$14.60		\$15.48
17		\$15.77		\$16.76
22		\$16.70		\$17.76
27		\$17.60		\$18.79
		CUSTODIANS		
			SECRETARIES	
0		\$14.52		\$14.10
1		\$14.64		\$14.29
2		\$14.75		\$14.52
3		\$14.88		\$14.70
4		\$15.00		\$14.93
5		\$15.14		\$15.15
6		\$15.50		\$15.63
7		\$15.64		\$15.84
8		\$15.79		\$16.06
9		\$15.90		\$16.26
10		\$16.03		\$16.47
11		\$16.17		\$16.69
12		\$16.30		\$16.88
17		\$17.36		\$18.27
22		\$18.19		\$19.38
27		\$19.03		\$20.46

Teamster Salary Schedules				
		2024-2025		2024-2025
Years of Experience		BUS DRIVERS (Current)		BUS DRIVERS (Hired after 6/30/99)
0		\$17.54		\$17.38
1		\$18.24		\$17.64
2		\$18.94		\$17.79
3		\$19.62		\$17.99
4		\$20.31		\$18.22
5		\$20.98		\$18.42
6		\$21.67		\$18.89
7		\$22.06		\$19.08
8		\$22.48		\$19.31
9		\$22.88		\$19.49
10		\$23.30		\$19.74
11		\$23.72		\$19.88
12		\$24.11		\$20.10
17		\$25.33		\$21.47
22		\$26.11		\$22.49
27		\$26.38		\$23.59
		TEACHER & SPEC ED AIDES/MONITORS/TRANS ATTENDENTS		FOOD SERVICE
0		\$12.58		\$13.21
1		\$12.73		\$13.44
2		\$12.91		\$13.71
3		\$13.07		\$13.79
4		\$13.22		\$14.04
5		\$13.44		\$14.18
6		\$13.87		\$14.65
7		\$14.01		\$14.84
8		\$14.15		\$15.04
9		\$14.37		\$15.23
10		\$14.54		\$15.42
11		\$14.73		\$15.61
12		\$14.89		\$15.79
17		\$16.09		\$17.10
22		\$17.03		\$18.12
27		\$17.95		\$19.17
		CUSTODIANS		SECRETARIES
0		\$14.81		\$14.38
1		\$14.93		\$14.58
2		\$15.05		\$14.81
3		\$15.18		\$14.99
4		\$15.30		\$15.23
5		\$15.44		\$15.45
6		\$15.81		\$15.94
7		\$15.95		\$16.16
8		\$16.11		\$16.38
9		\$16.22		\$16.59
10		\$16.35		\$16.80
11		\$16.49		\$17.02
12		\$16.63		\$17.22
17		\$17.71		\$18.64
22		\$18.55		\$19.77
27		\$19.41		\$20.87

## APPENDIX B

### HEALTH INSURANCE

Section 1. The Board shall provide the current health insurance plan or its equivalent and pay eighty seven percent (87%) of the premium for a family or single plan, for each member of the bargaining unit.

Section 2. Dental. The Board shall pay ninety five percent (95%) of the premium of the dental plans, both family and single, for every member of the bargaining unit.

Section 3. Vision. The Board shall pay one hundred percent (100%) of the premium of the vision plans, both family and single, for every member of the bargaining unit.

Section 4. Liability. The Board shall maintain a full liability policy for every member of the bargaining unit.

Section 5. Life Insurance. The Board shall maintain a \$20,000 life insurance policy for every member of the bargaining unit.

Section 6. Insurance Opt-Out. If the opt out is deemed to be legal at some point in the future, the opt out plan will be reinstated.