

## GRIEVANCE RESOLUTION AGREEMENT

This Grievance Resolution Agreement (“GRA”) is entered into effective on the \_\_\_ day of \_\_\_\_, 2017 by and between the Norton City School District Board of Education (“Board”), and the Ohio Association of Public School Employees, Local No. 167 (“OAPSE”),

WHEREAS, the Board and OAPSE are parties to a Negotiated Agreement having a term of July 1, 2013 to June 30, 2016 (the “Agreement”), which has been extended through June 30, 2018 pursuant to an Addendum to the Agreement (“Addendum”); and

WHEREAS, on or about March 27, 2017, Ray Bischoff filed a grievance alleging certain violations of Articles 18 and 21(M) of the Agreement pertaining to the use of unrestricted personal leave from an aide position to take an extra bus trip; and

WHEREAS, Mr. Bischoff subsequently filed an additional grievance relating to the same issue, but for a different date, as was set forth in his March 27, 2017 grievance, which the parties agreed to combine with his first grievance (collectively the “Bischoff Grievances”); and,

WHEREAS, on or about May 16, 2017, OAPSE, on behalf of Sandy Lowe and Alexis Dougherty, filed a grievance alleging certain violations of Articles 1, 4, 18, 21 and 22 of the Agreement regarding the award of extra bus trips to bus drivers for the Rubber Ducks trip (the “Lowe/Dougherty Grievance”); and

WHEREAS, the Bischoff Grievances and the Lowe/Dougherty Grievance (collectively the “Grievances”) were denied by the Norton City School District (“District”) administration; and,

WHEREAS, the parties wish to resolve the Grievances in lieu of further grievance resolution proceedings;

NOW, THEREFORE, THE PARTIES HEREBY AGREE:

Section 1. The following procedure will govern the award of mid-day extra bus trips:

- A. All mid-day trips will be bid to eligible drivers, according to the seniority bid procedure in the contract. All drivers may sign the trip board, but that does not guarantee that a driver with a mid-day position will receive a trip.
- B. After awarding trips to drivers that do not hold a mid-day position, and additional drivers are still needed, any driver who works a mid-day position and is not needed in that position will be allowed to take leave without pay from their mid-day position and will be awarded the trip according to their current seniority placement on the trip board.
- C. If after offering a mid-day trip as set forth in steps A through B above there is still a need for drivers, District administration will approach the drivers holding mid-day positions in the District, according to their current seniority placement on the trip board to ask if they are interested in driving. If interested, they will be able to take leave without pay from their mid-day position.
- D. The following conditions must be met for all drivers with mid-day positions:
  - The Driver must find a qualified substitute for the mid-day position before accepting the trip.
  - The District Administration will supply a list of qualified substitutes, but the responsibility of finding a substitute resides with the driver.
  - Prior signed approval from the principal/immediate supervisor and Business Manager are required before the driver accepts the trip. This does not guarantee the driver a trip.
  - Drivers with mid-day positions can only avail themselves of this procedure two (2) times per school year.
- E. In the event, there is still a need for additional drivers for mid-day trips, after meeting the conditions in A, B, C, and D; the District Administration will offer such trips first to any regular driver by seniority that did not bid on the trip and does not hold a mid-day, and then to substitute drivers. If necessary, the transportation assistant or mechanics may be assigned to a mid-day trip.

Section 2. The Bischoff Grievances are hereby withdrawn with prejudice and considered resolved. No payment or other consideration shall be provided to Mr. Bischoff relating to the Bischoff Grievances, or the circumstances underlying the Bischoff Grievances.

Section 3. The Lowe/Dougherty Grievance is hereby withdrawn with prejudice and resolved. In exchange for the withdrawal of the Lowe/Dougherty Grievance, the Board and OAPSE agree to the following:

- A. Ms. Lowe will be permitted to take the first unchecked regular trip and the first unchecked mid-day trip starting September 25, 2017 for which she is eligible and available. If Ms. Lowe does not take the first such instance of each trip, she will not be entitled to any make-up trip.
- B. Ms. Dougherty will be provided the opportunity during the summer of 2017 to work sufficient overtime hours to make up for double the amount of compensation she lost related to the missed mid-day trip, which the parties estimate and agree for purposes of this GRA to total \$154.00

Section 4. This GRA represents the entire agreement of the parties with respect to the resolution of the Grievances, may be executed in multiple counterparts, and shall only be amended by a signed writing.

Section 5. OAPSE, on behalf of itself and its members, expressly agrees that the matters set forth therein are resolved and may not be the subject of any further grievance proceedings or any other legal claim before any court or administrative agency. OAPSE, however, retains the right to file a new grievance for any perceived new violation of the Agreement.

Section 6. The terms of this GRA are intended for resolution of the Grievances only, are non-precedent setting, and will not create any past practice except as otherwise provided herein.

Section 7. In all other respects, the terms and conditions of the existing Agreement and Addendum remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Grievance Resolution Agreement on the date first set forth above.

NORTON CITY SCHOOL  
DISTRICT BOARD OF EDUCATION

OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES LOCAL #167

By: \_\_\_\_\_

Board of Education Representative

By: \_\_\_\_\_

OAPSE President

By: \_\_\_\_\_

Ray Bischoff

By: \_\_\_\_\_

Sandy Lowe

By: \_\_\_\_\_

Alexus Dougherty

By: \_\_\_\_\_

OAPSE Field Representative