

MEMORANDUM OF UNDERSTANDING
between the
Galion City Schools Board of Education
and
OAPSE Local #370

This Memorandum of Understanding ("MOU") is entered into by and between the Galion City Schools Board of Education ("Board") and OAPSE Local #370 ("Association") for the purpose of documenting the Transportation Committee's further recommendations as pertaining to the efficient and equitable distribution of field trips for the remainder of the term of the Collective Bargaining Agreement in effect between the parties (July 1, 2016 through June 30, 2019), starting with the Effective Date of this MOU as referenced below. The Transportation Committee's charge to make these recommendations is codified in Section 22 of Article 46, Field Trips, The Trip Board at the Bus Garage, of the Collective Bargaining Agreement. The Transportation Committee's further recommendations as outlined below pertain to applicable provisions of Article 46, Field Trips, The Trip Board at the Bus Garage, for the remainder of the term of the Collective Bargaining Agreement (through June 30, 2019), starting with the Effective Date of this MOU. Nothing in this MOU shall be construed to negate the terms and conditions of the previous MOU entered into on July 25, 2016, by and between the Parties for the term July 25, 2016 through the Effective Date of this MOU. However, this MOU supersedes the terms and conditions stated in the July 25, 2016 MOU in all respects, as of the Effective Date of this MOU.

WHEREAS, Article 46, Field Trips, The Trip Board at the Bus Garage, contains the terms and conditions applicable to the awarding of field trips within the OAPSE bargaining unit; and

WHEREAS, the Transportation Committee met in accordance with Section 22 of Article 46 for the purpose of continuing to review the current terms and conditions applicable to the awarding of field trips within the OAPSE bargaining unit; and

WHEREAS, as a result of such continued review, the Transportation Committee developed the following recommendations for a replacement process to that which is codified in Article 46 and the MOU between the Parties effective July 25, 2016, for the awarding of field trips within the OAPSE bargaining unit, for the remainder of the term of the Collective Bargaining Agreement (June 30, 2019), starting with the Effective Date of this MOU;

NOW THEREFORE BE IT RESOLVED THE PARTIES HEREBY AGREE AS FOLLOWS:

1. In replacement of the terms and conditions contained in Article 46, Field Trips, The Trip Board at the Bus Garage, the parties hereby adopt the following terms and conditions for the awarding of field trips within the OAPSE bargaining unit, for the of the current contract ending June 30, 2019:
 - a. All regular bus drivers will be eligible on a rotating basis for extra trips that can be completed (round trip) without interfering with regular daily routes. For those drivers who bid on these extra trips who are under contract to drive more hours per work week than the driver actually drives on the driver's regular route, those drivers will not receive extra pay for driving such extra trips until such drivers have driven all contracted hours during the work week which includes extra trips. Instead, those drivers will receive their regular contract pay for all driving time until such actual driving time is equal to their contracted driving time. This pertains to M-F trips only and not weekend trips.
 - b. A regular hourly rate shall be paid to regular drivers from the time actual time a driver reports for duty for a trip as reflected on the bus driver's time sheet (which shall be no more than thirty (30) minutes prior to the departure time for the trip) until the time the driver clocks out after the trip as reflected on the bus driver's time sheet

- (which shall be no more than thirty (30) minutes after the trip concludes with drop-off).
- c. Seasonal trips will be scheduled for the entire season based on the clipboard seniority order. All seasonal trips will be placed on a calendar and regular drivers will choose trips by seniority order. The seniority rotation will continue through all seasons in a school year. Any driver that is contracted to work 37.5 hours or more per workweek must sit out during the first rotation when picking seasonal trips. All trips that can be taken by full time drivers will be in seniority order. The rotation will begin on an annual basis where it left off in the prior season.
 - d. There will be a total of four (4) clipboards used in the extra trip process.
 - A. Summer trips: those trips that begin the first day after the last day of school in a school year and end the day before the first day of the next school year.
 - B. Day trips: any trip that runs between regular route times.
 - C. Pop up trips: any trip that comes in after seasonal picks in accordance with letter "c" above.
 - D. Seasonal trips: (ex. sports) trips drivers pick on a seniority basis in accordance with letter "c" above.
 - e. Items to be included on each clipboard: (1) destination; (2) date; (3) start/end times; (4) event; (5) date trip was submitted; (6) date trip was offered by supervisor; (7) date driver accepted/declined trip.
 - f. Cancellations: if a trip is cancelled for any reason, the bus driver shall be notified as soon as possible. If the driver is not notified of the trip cancellation, the driver will receive two (2) hours of pay at the driver's regular rate of pay. If a trip is cancelled for any reason and the trip is rescheduled, the trip goes back into the rotation.
2. This Memorandum of Understanding is a one-time agreement for the remainder of the current contract and shall not constitute any form of precedent, past practice, or binding effect on any other aspect of the Collective Bargaining Agreement and shall expire on June 30, 2019;
3. This Memorandum of Understanding shall not impact the Collective Bargaining Agreement between the parties in any other way;
4. This Memorandum of Understanding is effective upon execution.

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into voluntarily

by its parties on this the _____ day of March, 2017 ("Effective Date").

GALION CITY SCHOOLS
BOARD OF EDUCATION

OAPSE LOCAL #370

Robert Dean
3-9-17