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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF SUMMIT BOARD OF
MENTAL RETARDATION
AND DEVELOPMENTAL DISABILITIES

AND

LOCAL 1229 & OHIO COUNCIL 8,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
(AFL-CIO)

January 1, 2010 – December 31, 2012

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ARTICLE 1 – RECOGNITION

Section 1.

The Board Recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining relating to wages, hours, and working conditions of all Board employees in the appropriate bargaining unit as hereinafter defined.

Section 2.

The term “employee(s)” as used in this agreement shall:

INCLUDE: All employees in the classification of Bus Drivers, Bus Attendants, Mechanic, Washbay Personnel, Sub Driver and Sub Attendant, Food Service Assistant, and Food Service Driver.

EXCLUDE: All supervisors, professional employees, management level employees, confidential employees, casual and seasonal employees as defined in the ORC (4117.01[C]).

In the event the employer recreates an abolished bargaining unit classification or creates a new classification that is the same or similar to any bargaining unit classification, the classification shall be included in the bargaining unit.

Section 3.

Employees in all non-supervisory job classifications in any area which has employees included within the bargaining unit shall become part of the bargaining unit and shall be covered by the terms of this Agreement, provided such classifications are similar to any classification when included within the bargaining unit.

Section 4.

Work assigned to Bargaining Unit employees shall not be performed by any other persons without the agreement of the Union, except:

- A. If necessary due to emergency, defined as a riot, fire, flood, or other acts of God and where such an emergency has been declared by the Governor of the State of Ohio and/or the Superintendent of CSBMR/DD; or
- B. If necessary due to the unavailability of Bargaining Unit employees or if Bargaining Unit employees are not qualified to perform the duties; or
- C. If necessary due to operational needs of the Board, including time studies.

In addition, Management will provide notice to the Union when work assigned to Bargaining Unit members is performed by non-bargaining unit or contract personnel. Use of these exceptions shall not be arbitrary or capricious. The employer agrees that its primary purpose for contracting assigned work shall not be to erode the Bargaining Unit. The employer may contract assigned work when the primary purpose is to meet the needs of persons served in compliance with state and federal requirements governing the provision of services to individuals with mental retardation and/or developmental disabilities ("consumers").

Section 5.

Wherever the female pronoun or adjective is used herein, the male is also intended unless otherwise indicated.

ARTICLE 2 – CHECK OFF

Section 1.

The Board will deduct monthly dues, fair share fee, assessments or initiation fees from the pay of employees upon the receipt of a written authorization card signed by the employee and submitted by the Union.

Section 2.

Deductions will be made from the pay earned during the first pay period of each month. Deductions shall commence as of the said pay following the effective date of the signed authorization card.

Should the deductions not be made from the first pay period for any reason, the Board upon written request shall make a double deduction from the pay earned during the first pay period of the next month. The Board's obligation to deduct dues in arrears shall cease after six (6) months.

Section 3.

The Board's obligation to make such deductions shall terminate automatically upon termination of the employment of the employee who signed the authorization, or upon her transfer to a job not covered by this Agreement, or upon her layoff from work, or upon her absence due to an approved unpaid leave. Such deduction shall be resumed if an employee who is on layoff status is recalled, or an employee who is on approved leave returns to work, or an employee transferred to a job not covered by this Agreement is later transferred to a job covered by this Agreement, or a job to which an employee has been transferred becomes covered by this Agreement.

Section 4.

Deductions provided in this article shall be transmitted to the Union no later than the tenth (10th) day following the dues deduction each month.

The Union shall be furnished, together with its check for Union dues, an alphabetical list of all employees whose dues have been deducted showing the amounts of dues deducted.

Section 5.

The Union assumes full responsibility for the disposition of the dues deducted once they have been turned over to the Union.

Section 6.

All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of employment.

All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this agreement whichever is later as a condition of employment.

The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Board shall provide the Union with an alphabetical list of the names, social security number and address of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

Section 7.

The Union warrants and guarantees to the Board that no provision of this Article violates the Constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from deductions made by the Board pursuant to this Article. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 8. P.E.O.P.L.E. DEDUCTIONS.

The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union, pursuant to the authorization card provided by the Union, no later than the tenth (10th) day following deductions. The Chapter Chairperson shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

ARTICLE 3 – BOARD RIGHTS

Section 1.

Except as specifically limited by explicit provisions of this agreement:

- A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States, including, but not limited to, the rights identified in Revised Code 4117.08(C) which is specifically incorporated herein by reference. 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 sole and exclusive exercise of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- B. No agreement, alteration, understanding, past practice, variation, waiver or modification of any terms or conditions or covenants contained in this Collective Bargaining Agreement shall be made by any employee or group of employees with the Board and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto and same has been ratified by the Union.
- C. The Union recognizes that the Board may promulgate reasonable policies, procedures, directives and work rules. However, before implementing any new policies, procedures, directives or rules, the Board shall reduce same to writing and provide a copy to the Union at least ten working days prior to implementation.

ARTICLE 4 – PROBATIONARY PERIOD

Section 1.

All newly hired employees shall serve a probationary period of one hundred eighty (180) calendar days.

Employees hired as Sub Driver or Sub Attendant will serve a probationary period of one hundred eighty (180) calendar days. Employees who have completed the probationary period as a Sub Driver or Sub Attendant shall move respectively as currently practiced into a Bus Driver or Bus Attendant position without having to serve another probationary period. Movement into any other position, e.g. Sub Attendant to Sub Driver, requires completion of the probationary period applicable to the new position as set forth herein.

Human Resources shall notify in writing the Union of new hires within thirty (30) days of their actual hire date.

Each employee who is promoted shall serve a probationary period of one hundred twenty (120) calendar days in that classification.

Section 2.

If an employee, whose employment is terminated for any reason whatsoever except layoff, is rehired, she shall be considered a new employee and subject to the provisions of Section 1-Article 4.

Section 3.

A newly hired employee may be removed for unsatisfactory service at any time during his or her probationary period. A removal under this section is not appealable through the grievance procedure.

A promoted employee may be returned to his or her prior classification for unsatisfactory service at any time during his or her probationary period. Return to the employee's former classification under this section shall not be arbitrary or capricious and is not appealable through the grievance procedure.

Section 4.

The Chapter Chairperson, or her designee, shall be permitted to meet with new hires and acquaint new employees with functions of the "Union". Such meeting shall take place during the initial training that is provided to all new hires.

ARTICLE 5 – GRIEVANCE PROCEDURE

Section 1.

A "grievance" is a claim alleging a violation, misinterpretation, misapplication or misunderstanding of any provision of this Agreement. Board adopted policies, procedures, directives or work rules or application of same may be subject to the grievance procedure.

An important purpose of the grievance procedure is to promote harmonious relationships. Employees and supervisors are encouraged to first discuss and resolve any complaints or differences orally, outside the formal terms and provisions of the Grievance Procedure. Should any dispute or difference arise between the Board and employee(s) or Board and Union regarding the interpretation and/or application of or compliance with any provision of this Agreement, including any type of disciplinary action, such grievance shall be processed in the following manner:

Section 2. – Informal Conference with Transportation Administrator /Designee or Coordinator of Procurement and Contract Administration (PCA)

- A. To ensure prompt attention, an employee or the Union shall request a conference with the Transportation Administrator/designee or Coordinator of PCA within ten (10) working days of the event prompting the grievance, or within ten (10) working days from the date she could reasonably have expected to know of the event prompting the grievance.
- B. A conference to discuss the problem shall be held within ten (10) working days of its request. The Transportation Administrator/designee or Coordinator of PCA shall meet with the employee and Union representative and give her written decision to the employee within five (5) working days after the conference. If the decision is not satisfactory to the employee, and the Union, the Union may appeal to the next step.

- C. A steward and/or Union representative having an individual grievance shall have another member of the Grievance Committee in attendance at this step.

Section 3. – Step I-Formal Investigation and Review by the Labor Relations Manager

- A. If dissatisfied with the decision of the Transportation Administrator/designee or Coordinator of PCA, the Union may prepare a written grievance setting forth details of the grievance and submit it to the Labor Relations Manager within ten (10) working days of the written answer of the Transportation Administrator/designee or Coordinator of PCA. The written grievance must recite the provision of this contract alleged to have been violated, the facts supporting the grievant's claim, and specific relief requested. The grievance shall be dated and signed by the employee and Union representative. A copy of the written grievance shall also be given to the Transportation Administrator/designee or Coordinator of PCA.
- B. An investigation shall be initiated and the Labor Relations Manager shall hold a conference with the grievant, Chapter Chair/Steward and witnesses necessary to resolve the grievance. The conference shall be scheduled within five (5) working days after receipt of the written appeal. After all the facts have been collected, a written decision and explanation of the reasons for it shall be forwarded to the aggrieved party and Union, within ten (10) working days of the conference. Representatives of Ohio Council 8 may attend any Step I conference. The parties will meet one (1) day a month outside the labor-management forum in an attempt to resolve grievances at this step. Issues which are not resolved at this monthly meeting will not be discussed at the labor-management meeting.

Section 4. – Step II – Director of Human Resources/Labor Relations (HR/LR)

If the grievance is not satisfactorily settled at Step I, the Union may appeal to the Director of HR/LR in writing, within ten (10) days after receipt of the Step I answer. The Director of HR/LR shall within ten (10) days of receipt of the appeal, schedule a meeting with the aggrieved employee, Chapter Chair/Steward, and any witnesses necessary to arrive at the resolution of the grievance. The Director of HR/LR shall render his decision in writing to the employee and Union within fourteen (14) days subsequent to such meeting. Representatives of Ohio Council 8 may attend any Step II meeting.

All group policy grievances may be initiated at Step II of the grievance procedure.

Section 5. – Persons Present or Represented

The aggrieved party should be present at any step of the procedure, but a Union representative must be present at the Informal, Step I and Step II.

Section 6. – Step III – Arbitration Proceedings

Should any grievance not be settled satisfactorily at Step II, the Union may within thirty (30) calendar days of the receipt of Step II answer by the Chapter Chairperson submit a request for arbitration to the Labor Relations Manager and, at the same time, submit a written request for an arbitration panel of seven (7) arbitrators to the Federal Mediation and Conciliation Service. The Labor Relations Manager shall be furnished a copy of the arbitration panel request. The Arbitrator shall be selected from this panel by any mutually agreeable method chosen by the parties. Failure to comply with the time periods in this provision shall render the grievance non-arbitrable and the Step II answer shall be binding upon the parties to the agreement and any affected employees. The expense for the Arbitrator's services and proceedings shall be borne by the losing party. The arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some express term or provision of this Agreement, shall decide the same in accordance with the expressed terms thereof, and shall not have the power to add to, subtract from or modify such expressed terms. All decisions of Arbitrators consistent with their jurisdiction, power and authority as set forth herein and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Board, the Union and the employees. The Arbitrator shall render a written decision to the parties within thirty (30) days of close of hearing.

Section 7. – Time Limits

Time limits at any step of the Grievance Procedure may be mutually extended by the parties. "Days" as referred to under the Grievance Procedure does not include employee's or management's days(s) off, Saturday, Sunday or holidays.

Section 8. – Disciplinary Actions

- A. Grievances of verbal warnings may be filed at Step I but are not arbitrable.
- B. Grievances of all other disciplinary actions shall be filed at Step II.

Section 9. – Grievance Mediation

- A. Grievance mediation shall be established as an option which is available to the parties after the Union has moved the grievance to the arbitration step of the grievance procedure.
- B. Grievances which have been appealed to arbitration may be referred to mediation by mutual agreement of the parties. Arbitration scheduling will give priority to cases which have been to mediation first.
- C. The parties will mutually select a mediator and may utilize State Employment Relations Board (SERB) mediators, FMCS mediators, or any other agreed upon person to serve as mediators for the purposes of grievance mediation.

- D. The grievant or steward as designated by the Union shall have the right to be present at the mediation conference and each party may have no more than two (2) representatives as a participant in the mediation effort. Persons representing the parties shall be vested with full authority to resolve the issues being considered.
- E. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of the facts and arguments. There shall be no formal evidence rules. Written materials presented to the mediator will be returned to the party at the conclusion of the mediation meeting.
- F. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance which has been mediated actually is arbitrated following an unsuccessful mediation, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator or statements or settlement offers made by the parties during mediation may be referenced or introduced into evidence at the arbitration hearing.
- G. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance which is within the parameters of the collective bargaining agreement. If a settlement is reached, a written settlement agreement will be entered into the mediation conference. The mediator shall not have the authority to compel the resolution of a grievance.
- H. If a grievance remains unresolved at the end of the mediation session the mediator will provide an advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.
- I. If the parties do not accept the advisory opinion of the mediator the Union may continue to appeal the grievance to arbitration.
- J. The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.
- K. The fees and expenses to be charged by the mediator shall be established by the mediator. Fees and expenses for grievance mediation shall be shared equally by the parties.

ARTICLE 6 – CORRECTIVE ACTION

Section 1.

Without limitation upon any right of discharge or discipline, the employer shall have the right to discharge, suspend, or otherwise discipline any employee for just cause. Any disciplinary action shall be uniformly applied.

Section 2.

The Board generally categorizes disciplinary infractions into broad categories of similar offenses (i.e., neglect of duty, insubordination, abuses of leave procedures and failure of good behavior). The Board agrees that a progressive disciplinary procedure will be followed in imposing discipline upon any employee, pursuant to which the Board typically will apply increasingly severe disciplinary penalties for repeat offenses falling within the same category.

The Board, however, is not obliged to follow a rigid schedule of penalties for particular offenses, and reserves the right to determine and apply a disciplinary penalty appropriate under the circumstances of each individual disciplinary case. Accordingly, depending on the seriousness of the offense, discipline may begin at any step of the disciplinary procedure or in accordance with other sections of the contract. An employee cannot be disciplined twice for the same occurrence of the same offense.

Section 3.

Any corrective action shall cease to have any force and effect in accordance with the following:

- | | |
|---|--|
| A. Verbal Reprimand | Six (6) months |
| B. Written Reprimand | Twelve (12) months |
| C. Suspension of less than three (3) days | Eighteen (18) months |
| D. Suspension of more than three (3) days | Twenty-four (24) months; |
| E. Suspension of ten (10) or more days | Discipline never ceases to have force and effect |

Except as noted in the case of suspensions of ten (10) days or more, and provided there has been no intervening discipline, such occurrences shall not be considered for subsequent disciplinary purposes if the listed time period has expired. Notwithstanding any other provision of this Article, the Employer may use evidence of an employee's past discipline from any period in the past in order to rebut a claim by the employee that she or he was unaware of a rule or the consequences of violating that rule.

The Employer shall notify the Union, in writing, of disciplinary actions affecting any employee covered by this Agreement at the time disciplinary action is taken. Any corrective action shall be provided to the affected employee in a timely manner. Notice of progress will be given to the Union.

Section 4.

An employee shall be given a copy of any warning, reprimand or record of disciplinary action entered on his/her personnel record at the time the action is taken.

Section 5. – Persons Present or Represented

In the case of suspension, an employee will be advised of the duration of the suspension.

Any employee who has been disciplined, suspended or discharged will be given a copy of the notice describing in detail the reason or reasons for which he/she has been disciplined.

Section 6.

Further, if the employee so requests, she shall be promptly granted a private interview with her Union representative before the employee is required to leave the premises.

Section 7.

Any suspension shall be for a specific number of consecutive days which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall not be counted as work days for the purposes of the suspension only.

Section 8.

It is important that employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly, therefore, such disciplinary action may be initiated at Step II of the Grievance Procedure.

Section 9.

The disciplinary procedure involving the Board's Citation Policy shall be as follows:

- A. Drivers must report all citations issued to them in a Board vehicle to the Transportation Administrator/designee no later than the close of the following work day. The Transportation Administrator/designee shall make an annual check of all citations which will be kept in the employee's personnel file.
- B. All violations related to County of Summit Board of Mental Retardation vehicles shall be reviewed by the Labor Relations Manager as to mitigating circumstances. If inclement weather and/or poor road conditions are deemed to have been involved, the citation may be referred to the Labor Relations Manager or the employee may elect to follow grievance procedures.
- C. Drivers who are cited for violations or accidents in a CSBMR/DD vehicle may be subject to disciplinary action.

- D. All accidents in a CSBMR/DD vehicle must be reported as soon as safely possible to the Transportation Administrator or his designee. The Transportation Administrator shall make the appropriate determination. All required paperwork will be completed as soon as possible. Failure to do so will result in automatic dismissal.
- E. Authenticated citizen call-ins (from persons who leave their name, address and telephone number) regarding bus-driving habits will be considered non-chargeable reports. Such reports shall be brought to the attention of the employee that the complaint was filed against.

Section 10.

Employees are required to file Incident Reports on all unusual occurrences taking place on Board vehicles. Such reports are to be completed and submitted to the appropriate supervisor within twenty-four (24) hours or completion of the next working day. Failure to do so will result in disciplinary action up to and including termination. All employees shall receive a numbered receipt for Incident Reports. Any changes in Incident Reporting procedures will be discussed in Labor-Management prior to implementation.

ARTICLE 7 – UNION REPRESENTATIVES

Section 1.

Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure, shall be known as Stewards. Each Steward shall have an alternate who shall act as the Steward when the regular Steward is absent from work. Union will provide a list to the Transportation Administrator, Coordinator of PCA and Labor Relations Manager on a quarterly basis.

Section 2.

The Union shall furnish the Labor Relations Manager a written list consisting of the employee representatives who are expected to function throughout the Grievance Procedure, such as the Chapter Chairperson, Grievance Committee members, and Stewards and, further, shall promptly notify the Transportation Administrator, Coordinator of PCA and Labor Relations Manager of any change therein.

Section 3.

A Steward having an individual grievance in connection with her own work shall ask for a member of the Grievance Committee to assist her in adjusting the grievance with her supervisor.

Section 4.

Upon request of an accredited Representative of the Union, the Labor Relations Manager or designee shall meet with the Grievance Committee of the Union to discuss matters relating to the employees covered by this Agreement.

Section 5.

To facilitate employment relations and to provide for a means of better communication and understanding amongst the Board, its management, its employees and the Union, without the necessary utilization of contractual grievance arbitration machinery, a Labor-Management Committee will be established. Said Committee will meet at least monthly at a date and place agreed upon by the Superintendent and the Chapter Chairperson. The Board and the Union shall be permitted no more than six (6) representatives each. Union representation will include up to four (4) stewards, Chapter Chair, and one AFSCME representative. Meetings may be convened more frequently upon mutual agreement of both parties. Additional resource personnel may be present upon request of either party.

Union representatives who are chosen by the Union to be representatives at L-M meetings will not be subject to loss of compensation while in attendance of scheduled meetings.

Section 6.

It is agreed the Union shall be present at all disciplinary and/or grievance hearings.

Section 7.

The employer agrees to continue to provide any information requested by the Union regarding wages, hours and terms and conditions of employment as outlined in Ohio Revised Code 4117. Such requests must be in writing and will be provided within five (5) days of request unless the request requires more time. Such requests for additional time to provide information will be discussed by both parties.

ARTICLE 8 – UNION VISITATION

Section 1.

The employer agrees that accredited representatives, up to but not in excess of a total of three (3) at any time, of the American Federation of State, County and Municipal Employees Union, whether Local Union representatives, Ohio Council 8 Representatives, or International Representatives, whose names have been supplied to the Board by the Union, shall have access to the Employer's premises to investigate grievances which may arise concerning this Agreement. Such visitations shall be on Monday through Friday, during normal working hours with notification made to the Superintendent or designee, provided there are no operational needs of the board.

Section 2.

Should a situation occur outside the above specified hours or days, and it is so serious it cannot be delayed until the regular visitation hours or days, such representatives of the Union shall contact the Superintendent or his designee for special permission to enter the premises.

ARTICLE 9 – BULLETIN BOARDS – UNION MAILINGS

Section 1.

The Board shall provide the Union with bulletin boards at mutually selected locations in all areas of the Board for the purpose of posting Union literature. All bulletin board notices of the Union shall bear the signature of an official Local 1229 and/or Ohio Council 8. A copy of all posted notices shall be given to the Superintendent or Labor Relations Manager prior to posting. The Union President and/or Chapter Chairperson shall post Union Notices on the bulletin boards. Union literature may be distributed to employees through use of employees' mail boxes.

Such notices shall not contain anything libelous, scurrilous, political or anything reflecting upon the Board or any of its employees.

Section 2.

Union representatives shall have reasonable access to the employer's phones for conduct of Union business. The Union will not make any long distance calls without prior approval. The Union will reimburse the agency for such long distance calls.

ARTICLE 10 – USE OF BOARD FACILITIES

Section 1.

- A. Meetings of AFSCME or the committees of AFSCME except where space precludes this, will be permitted on Board property, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled work hours of the participants on the day in question.
- B. AFSCME shall notify the Superintendent and/or designee, at least twenty-four (24) hours in advance of the meetings for scheduling purposes.
- C. AFSCME shall be permitted to use Board owned and operated facilities and copy equipment. Use of such copy equipment will be restricted to Union personnel properly instructed in its use by appropriate administrative/designee personnel. The necessary supplies will be furnished or paid for by AFSCME.
- D. Use of Agency facilities must conform to Agency Policy, Procedures and Regulations.

ARTICLE 11 – SENIORITY

Section 1.

Seniority shall be an employee's uninterrupted length of continuous service within the Bargaining Unit. An employee shall have no seniority for the probationary period provided in Article 4, but upon completion of the Probationary period, seniority shall be retroactive to the date of hire.

Section 2.

The Human Resource Department shall provide the Union with a copy of the seniority list and the list shall be updated each sixty (60) days. The Union shall meet with the Board to review the seniority lists. The seniority list shall be made up by classification and shall contain, in order of seniority, the name, address, telephone number, classification and date of hire of each employee.

Section 3.

Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just and proper cause; or
- C. Is laid off for a period of more than twenty-four (24) consecutive months; or
- D. Is absent without leave for three (3) or more consecutive work days unless an acceptable excuse is given for failure to report; or
- E. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the Board sent the employee notice by registered mail (to the employee's last known address as shown on the Board's records).

Section 4.

A laid off employee or an employee who has been off work due to a work-related injury, who is reinstated to his/her former job classification within twenty-four (24) months shall be credited with his/her accumulated seniority.

Section 5.

The Board shall furnish the Union a list monthly showing name, address, telephone number, job classification, department, and indicating the date of action taken, of employees who were hired, promoted, permanently or temporarily transferred, suspended, terminated, resigned, left or returned from leave of absence.

ARTICLE 12 – LAYOFFS AND REORGANIZATION

Section 1.

Whenever it is necessary to reorganize to change the way services are delivered, the Employer shall make such changes based upon the seniority of employees in the affected classifications. When the seniority of two (2) or more employees are equal, the employees shall be laid off alphabetically, "Z" to "A".

Section 2.

In the event an employee is displaced due to reorganization, he/she shall have the right to bump an employee with lesser seniority in a lower rated classification if the employee has the ability to perform the work. An employee who has been bumped from his/her classification shall be afforded the same rights to bump an employee with lesser seniority in a lower rated classification to avoid a direct layoff from the Board.

Section 3.

It shall be at the option of the employee as to whether she shall exercise her seniority rights to "bump" into a lower classification or take a direct layoff from the Board.

Section 4.

Upon the request of the Union, when any bargaining unit employee is notified that she is affected by a proposed reorganization under the above provisions, the Board and the Union will meet to discuss appropriate alternatives.

Section 5.

Employees shall be given a minimum of ten (10) working days notice of layoff or reorganization, indicating the rationale for such action.

Section 6.

In the event an employee is laid off, she shall receive payment for any unpaid overtime and for vacation in the last paycheck to be received. Any unused personal days may be included for full-time employees.

ARTICLE 13 – RECALL

Section 1.

Employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff will be given fourteen (14) calendar days notice of recall from the date on which the Board sends the recall notice to the employee by certified mail to her last known address as shown on the Board's records.

Section 2.

In the event a job opening occurs in a lower rated classification, the most senior employee on layoff will be recalled and given the option of accepting the job or not. If the employee accepts the job opening, she will have a right to claim her original classification in the event it becomes available within two (2) years from date of layoff.

ARTICLE 14 – EMPLOYEE EVALUATION

Section 1.

The purpose of a performance evaluation is to provide a systematic and routine method of communicating to the employee the judgment of her supervisor as to the employee's job performance during the rating period. This process should be directed toward reinforcing good performance and effectuating improved performance. An employee who completes his or her probationary period shall have been evaluated at least twice during the probationary period.

Each non-probationary employee in the bargaining unit shall be evaluated by his/her immediate supervisor once each calendar year. Both the employee and the supervisor shall participate in all evaluations. Employees shall receive a copy of all evaluations and any attached documents at the time they are evaluated and said evaluations must be reviewed jointly by the employee and the evaluator(s) before the evaluation becomes part of the employee's record. All evaluation forms must contain an area for comments of the employee, if more space is needed for comments, attachments may be made to the evaluation.

Section 2.

At least five (5) working days prior to an evaluation meeting, the employee's immediate supervisor shall present a draft evaluation to the employee. Any additional comments, statements, or objections by the employee to the evaluation, may be submitted on an attached memorandum or in the space provided on the form at the evaluation meeting. The employee shall sign the evaluation to signify her review of the same, but not necessarily agreement with the evaluation. If a situation arises where an employee refuses to sign the evaluation, a notation will be made on the evaluation and verified by the signature of another supervisor.

Section 3.

The Board shall continue to use the existing evaluation procedures, criteria and documents. When revising said procedures, criteria and documents, the Board will invite the input of the Union. If revisions are developed, the Board will inform and provide copies to the Union.

Section 4.

The employer shall explain how it arrived at any decision on the employee's evaluation. The employer shall give reasons at the time of the evaluation and indicate a goal statement for the employee.

ARTICLE 15 – PERSONNEL RECORD

Section 1.

The Board shall permit, upon request, any bargaining unit employee who has a need to inspect her personnel file which will be maintained solely at the Human Resources Department. With the bargaining unit member's permission, a Union Representative may be present during such inspection. Such inspection will be made by prior appointment during normal work hours of the Human Resources Department.

Section 2.

An accredited Union representative of AFSCME shall have the right to inspection of an employee's personnel record subject to the notification as provided under Section 1. The representative must have written authorization of the employee prior to her review of the employee's personnel file.

However, the employer shall furnish the union representative any information on a pending grievance within five (5) working days of the request.

Section 3.

Copies of such inspected material will be provided to the bargaining unit employee or the Union. No charge for copying shall be made for materials requested by the Union regarding grievance proceedings. Copies requested by the employee shall be five cents (\$0.5) per page.

Section 4.

Upon request, an employee will receive copies of materials placed in her personnel record file except confidential materials. The Board shall notify any bargaining unit employee when her personnel information has been made available to others under compulsory legal process.

Section 5.

If any bargaining unit employee disputes the accuracy or completeness of personnel information pertaining to her, she shall be permitted to include in her file a statement of his/her position on the disputed information or a notation that she protests the accuracy or completeness of the information.

Section 6.

Materials placed in the employee's file must be identified and dated in such a manner that the author and the person placing the material in the file is known. Any material in the employee's personnel record which has not been seen or signed by him/her, or a copy sent to him/her, will not be used against him/her. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the material, but does acknowledge he/she has seen it.

Section 7.

All employee personnel files shall be maintained in the Human Resources Department. Only one (1) such file shall be maintained by the employer.

ARTICLE 16 – WORKING CONDITIONS

Section 1.

- A. When unsafe mechanical conditions are brought to the attention of the Mechanic Supervisor or designee by submitting a Maintenance Request Form, they shall be immediately corrected if the Board determines they pose a hazard.

- B. Unsafe and/or unhealthy work conditions are to be brought to the attention of the employee's immediate supervisor (the Transportation Administrator/designee or the Coordinator of PCA) who will correct the problem as soon as reasonably possible following the Board's determination correction is required.
- C. Concerns which employees affected by this bargaining agreement may have about the medical conditions of the consumers which may impose a health hazard may be taken to the Transportation Administrator/Coordinator of PCA who will address them with the employees on an individual basis.
- D. **Notification of Medical Conditions of Persons Served:** The Board shall maintain a program of infectious and communicable disease control in accordance with all applicable laws concerning release of persons with disabilities and employee information and to facilitate the proper care of persons with disabilities served.
- E. **Vaccinations:** A Hepatitis B vaccination will be given to those employees who request a vaccination or who have direct contact with persons served suspected of or diagnosed as having Hepatitis B virus. Any person who refuses to be vaccinated shall sign a waiver which holds the Board harmless of any liability. The Board shall provide and pay for vaccinations. However, if the employee terminates his/her employment within thirty (30) work days from the date of hire with the Board, he/she will be obligated to pay the agency back in the amount of the total cost of the inoculation given to that date. In the event an employee provides evidence of negative antibodies, and chooses to bear the cost of a subsequent Hepatitis B vaccination, upon evidence of positive antibodies the Board shall reimburse the employee for the cost of the second set of vaccinations. In no event shall the Board bear the cost of more than one additional vaccination.
- F. **Universal Health Precautions:** Universal health precautions and instruction will be provided by the Board as required under applicable state statute and applicable Board policy.

Section 2.

In the event such condition concerns a consumer, the employee's supervisor shall meet with the employee concerned. The method of correcting the situation is the responsibility of the Transportation Administrator/designee. However, if such condition poses a potential physical threat to the Driver or person served, a behavior plan will be implemented to correct the problem. Administration determines what is an appropriate behavior plan.

Section 3.

When a repair(s) has been made on a Board vehicle, the Driver must receive a copy of the repair slip listing the repair(s) made.

Section 4.

When a Driver turns in a written Board vehicle repair form, the Driver shall retain a duplicate copy at the time the report is turned in. Said copy shall be signed and dated by the person completing the work request.

Section 5.

The Board shall provide gas, diesel fuel, oil, flashlights, batteries, paper towels, wet wipes, Kleenex, scrapers, brooms, antiseptic wipes, steps, and all equipment in regard to Universal Precautions for its vehicles at the site or the nearest feasible location.

Section 6.

It is the responsibility of the employer to secure the parking place. Therefore, Drivers shall be permitted to leave equipment on buses in a secured fenced-in lot. Drivers shall not be responsible for any equipment stolen or removed from buses if they secure vehicles properly. However, the employer is not responsible for an employee's personal property.

Section 7.

When a Driver encounters a problem on the Driver's vehicle, the Driver shall have the right to stop the vehicle and request assistance from the Transportation Administrator/Designee. The Driver shall comply with all orders or instructions from the Transportation Administrator/Designee in response to his/her request for assistance.

Section 8.

When a Driver and/or Attendant feels there is a passenger concern on her route, the Driver and/or Attendant will report the matter in writing to the Transportation Administrator.

Section 9.

Employees shall receive in-service training prior to transporting passengers who have special needs, i.e., behavior problems, medical concerns, programs, etc.

Section 10.

When Food Service equipment needs repair, the employee shall submit a repair form to the Coordinator of PCA. The employee shall receive a copy at the time the repair form is submitted.

Section 11.

Food Service employees shall not be required to formally train or supervise persons served. However, employees may be required to provide assistance as needed to persons served.

ARTICLE 17 – JOB POSTINGS

Section 1. Definitions:

- A. Encumbered vacancy is a job opening held by a member on any leave of absence to which the incumbent is expected to return, or a residual vacancy created when an unencumbered vacancy is filled from within the classification.

- B. Unencumbered vacancy is a job opening to which the incumbent is not expected to return because of resignation, retirement, disability separation, dismissal, death or creation of a new position.

Section 2.

Encumbered vacancies that are job openings held by a member on any leave of absence to which the incumbent is expected to return of five (5) or fewer weeks shall be assigned by the Transportation Administrator/designee. Upon the employer's knowledge of encumbered vacancies in excess of five (5) weeks, the vacancy shall be filled by the most senior substitute available.

Section 3.

- A. Drivers and Attendants.

When the Board determines it needs to fill an unencumbered vacancy, the Board shall post the opening at the Transportation Department, on the kiosk, and on the bulletin boards at each work site for five (5) work days. The posting shall specify the following information regarding the route/shift that was vacated, current as of the time of posting:

1. Position
2. Description
3. Shift hours
4. Minimum qualifications
5. Salary range
6. Bus parking location
7. Name of driver and/or attendant, if known
8. Bus number
9. Route number
10. Date posted
11. Bid deadline
12. Start date

Transportation employees may bid on posted vacancies by submitting a signed and dated bid application to the Human Resources Department at or before the bid deadline. The employee shall receive a copy of the bid application at the time of its submission.

- B. Mechanics

Once annually, on or before July 15 of each year to be effective August 1, mechanics shall be permitted to exercise seniority for shift preference. Shifts requested shall be awarded to the Mechanic with the most seniority and ability to perform the work making the request for a designated shift. This procedure would be exercised each time throughout the year, when a shift becomes vacant, or an additional shift is added, or a new shift is established. The Board reserves the right to re-assign a mechanic based on programmatic needs.

C. Food Service Workers

Food Service employees may bid on a posted position by submitting a signed and dated bid application to the Human Resources Department on or before the expiration of the posting period. The employee shall receive a copy of the bid application at the time of its submission.

The Board shall publish shifts for Food Service Workers on or before July 15 of each calendar year to be effective August 1. Employees may bid on shifts, in order of seniority, during the last, full week of July. The Board reserves the right to re-assign Food Service workers based on programmatic needs.

Section 4.

The posted position shall be awarded to the most senior applicant, within their classification. Employees who successfully exercise their bidding rights for an unencumbered vacancy shall be placed in their new route no later than the first Monday following the five (5) day posting period.

Any residual vacancy created within the same classification shall be treated as an encumbered vacancy, and no employee shall start in a new assignment until the Monday after all such encumbered vacancies that the Board intends to fill have been filled in that classification, unless the Board determines that exigent circumstances exist warranting the commencement of a new assignment without this condition first being satisfied.

Section 5.

All drivers and attendants shall be eligible to successfully fill through bidding on vacancies no more than one (1) time in any four (4) month period.

Section 6.

For the Weaver Workshop Association (WWSA) substitute Truck Driver position, a regular driver who signs this posting may sign up for any other posting as current collective bargaining contract requires, without penalty.

ARTICLE 18 –ROUTE/SHIFT SELECTION

Section 1.

Commencing on the effective date of this Agreement, a bargaining unit employee may bump to obtain a desired route or shift by bargaining unit seniority. For purposes of this Article, seniority shall be determined as stated in Article 12 of this agreement.

Section 2.

An employee who has her route changed directly by management's reassignment of that employee shall be entitled to bump without that bump being charged to her one (1) bump in any four (4) month period.

Each route packet will be available upon request of the employee.

Management shall retain the right to change the routes/shifts as proven by Agency need. This procedure is not intended to negate Management's ability to assign an employee individually, where needed.

The Board reserves the right to reassign drivers/attendants with proven need on a case by case basis. Such reassignments shall not be arbitrary or capricious.

Section 3.

The Driver is responsible for maintaining an up-to-date Substitute Driver packet consisting of an up-to-date route/shift sheet, map, legible written directions and medical-concern data. The packet must be updated after each route/shift change and submitted to the transportation office within four (4) working days upon written notification from the transportation staff.

Section 4.

Management may add and/or delete stops based on the operational needs of the Board.

Section 5.

In the event that the Board eliminates an employee's shift or route, affected employees may exercise bumping rights in accordance with the provisions of Article 18 of this Agreement. An employee who exercises bumping rights because management has eliminated the employee's shift or route will not have that instance of bumping counted toward the "one bump per four (4) month" limit established by Article 18.

Section 6.

Employees who successfully exercise their bidding rights for an unencumbered vacancy shall be placed in their new route no later than the first Monday following the five (5) day posting period.

ARTICLE 19 – WORK WEEK – WORK DAY

Section 1.

Employees shall be paid for all hours worked, at the appropriate rate. The normal work week shall consist of four (4) ten (10) hour days, or five (5) consecutive work days. Notwithstanding any other provision of this Agreement, or any other agreement or memorandum of understanding, the Board does not guarantee that it will provide work assignments involving a certain number of working hours, or that it will maintain a certain number of shifts or routes. The Board has the management right to determine the number of hours to be worked and the number of shifts and routes to be used to accomplish the Board's objectives.

Mechanics

1. 5:00 a.m. – 1:00 p.m.
2. 6:00 a.m. – 2:00 p.m.
3. 9:00 a.m. – 5:00 p.m.
4. 10:00 a.m. – 6:00 p.m.
5. 4:00 p.m. – 12:00 a.m. *

* Depending upon agency need, twenty-five cents (25¢) per hour shift differential will be paid

Section 2. Breaks:

All employees working an eight (8) hour day shall be granted either: one fifteen (15) minute break during the first half of the work day and one fifteen (15) minute break during the second half of the work day, and one half hour lunch period; or one (1) hour lunch period with no breaks. If applicable, breaks shall be scheduled as close as possible to the middle of each half of the shift. Lunch breaks will be designated by management when the shift selection is made. Management will attempt to notify the affected employee as soon as possible if changes to lunch or break times are necessary.

All employees scheduled to work a split shift totaling eight (8) or more hours, and who work either the first half of their scheduled shift hours or the second half of their scheduled shift hours, shall be paid for a one (1) hour lunch. Employees scheduled to work a straight shift totaling eight (8) or more hours and who work four (4) or more of those hours in a day shall be paid for a one (1) hour lunch.

Employees scheduled to work at least four (4) hours but less than eight (8) hours are entitled to a prorated lunch break based on sixty (60) minutes being available for an employee scheduled to work eight (8) hours in a day. Management retains the right to assign breaks to meet the operational needs of the Employer. Lunch periods shall be scheduled as close to the middle of the shift as possible.

Section 3. – Washbay Personnel:

The established shift for Washbay Personnel shall be determined by the Transportation Administrator/designee.

ARTICLE 20 – OVERTIME

Section 1.

Employees shall receive one and one-half (1 ½) times their regular rate of pay for all authorized hours worked in excess of eight (8) hours in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift, or for all hours worked in excess of forty (40) hours of a work week. An employee may elect to take up to twenty-four (24) hours of compensation time per calendar year in lieu of overtime payment. For all hours of overtime worked beyond twenty-four (24) hours, the Board has the sole discretion to grant employees the option of choosing time off in lieu of overtime payment. All compensation time must be taken within one hundred eighty (180) calendar days, at a time convenient to the employee and the Board.

Section 2.

For the purposes of computing overtime pay holidays, vacations, and paid personal leave shall be counted as hours worked.

Section 3.

On each occasion, the opportunity to work overtime shall be offered by seniority, as equally as is practical, to qualified employees in the job classification. Overtime lists shall be updated quarterly and provided to the Union.

Section 4.

Overtime for garage employees is on a seniority rotation basis, when a shift mechanic is off on sick leave or vacation.

ARTICLE 21 – ADDITIONAL COMPENSATION

Section 1. – Extra Trips

- A. This Section addresses "extra trips" involving only the transportation of passengers to employment, community trips or Special Olympics. Extra trips shall be posted and given to the Driver and Attendant, if an Attendant is needed, on a seniority rotation basis, for those signed up for the trip, except that the Board may award the trip to a less senior Driver and/or Attendant who bid on it to avoid additional overtime expense. If no Driver or Attendant, if needed, has signed up for the extra trip forty eight (48) hours before its scheduled departure, the Transportation Administrator/designee shall assign a Driver and/or Attendant or a substitute to the trip.
- B. For extra trips, employees will be compensated at their actual hourly rate of pay. Partial hours shall be paid on a prorated basis in excess of one (1) hour. Drivers and Attendants shall receive a guaranteed minimum payment of one (1) hour for assigned extra trips.

Section 2 – Overnight Trips

Overnight trips shall be compensated for both Bus Drivers and Bus Attendants with a six- (6) hour per night premium at their regular hourly rate, plus driving time. For example, if a Driver and Attendant depart on Friday and return on Sunday, each will be compensated two (2) six- (6) hour overnight premiums plus driving time for the overnight trip. This additional compensation shall not be used for the computation of overtime.

Section 3 – Mandatory Meetings and In-Service Trainings:

- A. The Board may schedule mandatory Safety and/or other In-Service meetings as it deems necessary. Any meetings or in-service trainings that are mandatory such as safety, first aid, finger printing, drawing of bus routes, etc., shall be paid at the employee's regular hourly rate. If less than one (1) hour, it shall be prorated for the actual time involved. Meeting notices to an employee(s) shall designate the type of meeting, time and place of meeting and if the meeting is mandatory or optional. Employee(s) shall receive a five (5) work-day notice of such meeting. This five (5) work-day notice does not apply to emergency meetings, meetings of discipline, or consumer related meetings. In-services shall not be determined to be mandatory unless discussed by the Employer and the Union in the event the need should arise.
- B. A list of required training that is required to maintain employment shall be provided in the contract (Appendix D), and this same list shall be provided yearly in the route packet. Also, any additions to required training shall be provided in writing to employees. Management shall post dates and times of scheduled training throughout the year.
- C. When all requirements have been met by any employee, and the employee is not needed to work, the employee may request and shall be granted time off. The employee may use vacation, personal, comp, or unpaid time at their discretion, if the time off request is approved.

Section 4

Drivers are to bring in their vehicles for wash and/or service. In the event a Driver does not bring in his/her vehicle, the Transportation Administrator/Designee will utilize seniority to schedule a Driver. If no Driver is available, the Transportation Administrator/Designee retains the right to assign.

Section 5 – Route Familiarization

To ensure that the Drivers are familiar with their routes, each Driver will be compensated for up to two (2) days, if required, at the Driver's regular hourly rate, for which they will be required to do a time study of the route, and visit all parents and deliver all necessary material. This procedure will be followed each time a Driver is placed on a new route. An Attendant shall also receive the Attendant's regular hourly rate of pay, if required, for up to two (2) days in order to accompany the Driver during home visits.

Section 6

In the event a route has been delayed for reasons beyond the control of the Driver or Attendant, such Driver/Attendant shall receive their applicable rate of pay for the actual time involved.

Section 7 – Consumer Meetings:

A Driver or Attendant directed to attend a meeting concerning a consumer by the Transportation Administrator or designee, shall be paid at the regularly hourly rate for each hour of the meeting. Partial hours shall be prorated.

Section 8

If any employee's personal property is damaged beyond repair or destroyed by a person served, the Board will, upon proper documentation, pay up to a maximum replacement value, as set forth below:

A.	Shirts or blouses	\$ 25.00
B.	Pants, trousers, skirts	\$ 35.00
C.	Dress	\$ 80.00
D.	Coat	\$100.00
E.	Eye glasses, frames, lenses	Cost
F.	Sweater	\$ 50.00
G.	Accessories (hat, gloves, scarf)	\$ 25.00
H.	Shoes	\$ 65.00
I.	Repair of jewelry	\$ 60.00

Section 9

Drivers and/or Attendants who substitute during the summer months or the Christmas and spring breaks, shall receive their regular hourly rate.

Section 10

Drivers and Attendants shall be paid at their regular hourly rate for evacuations. If less than one (1) hour it shall be prorated for time actually worked. Payment shall start at the time the Driver arrives for the evacuation procedure, including waiting time. Payment shall cease when the consumers have been disembarked and delivered to class.

Section 11 – Uniforms:

The Mechanics, Washbay Attendant and Food Service Assistant shall receive a clean uniform daily through a uniform service at no cost to the employee. Mechanics shall be given a shoe allowance of up to one hundred dollars (\$100.00) per calendar year beginning in 2001. Washbay personnel will be supplied with boots. When a uniform is supplied by the Board, it must be worn by the employee.

Section 12

The Board will furnish tools and replace lost or broken tools during this contract.

Section 13

Any mechanic on call for days when the program is closed on a seniority basis, shall be paid two (2) hours wages for each day on call at the mechanic's current rate of pay. An on call mechanic that is called in to work shall be paid at time and one half (1½) for all hours actually worked.

When a mechanic is assigned, in writing, to assume the duties of the Mechanic Supervisor for operational purposes, the mechanic shall be compensated two (2) hours additional wages for each full workday he is so assigned, to a maximum of eight (8) hours additional wages per week that the mechanic works in this capacity at the mechanic's current rate of pay. This additional compensation shall not be used for the computation of overtime. This shall be rotated among qualified mechanics.

Section 14

Employees who are required to travel from their bus parking location in their personal vehicle shall be reimbursed at the rate established by the IRS.

ARTICLE 22 – MISCELLANEOUS CLAUSES

Section 1

All employees shall be paid using a direct deposit methodology. The specifics of said program shall be communicated to the Union and the bargaining unit prior to any change in the program.

Section 2

If an employee's direct deposit contains a shortage, and such shortage is due to a mistake made by the Employer, it shall be corrected by the Employer. The Employer agrees that corrections of mistakes will be given the highest priority and will be corrected as soon as possible.

Section 3

Vehicles that have passengers who utilize adaptive equipment such as wheelchairs, scooters, or power chairs shall have an attendant assigned to the vehicle.

Section 4

Bus Drivers are required to pass an annual D.O.T. physical performed by a physician provided by the Board. Bus Attendants are required to pass an annual job-related physical examination conducted by a licensed physician designated by the board. The cost of the physicals cited above will be paid in total by the Board, however, all or part of the costs may be offset by the Employer provided health insurance coverage.

Food Service employees are required to have a yearly physical and all communicable disease tests required by State or Federal Law with a copy of such requirement provided to the employee and the Union prior to the test. The cost of the physical and tests shall be paid by the Board.

Section 5

Attendants may be temporarily assigned to a different route, due to the absence and/or lack of an Attendant for that route. The Attendant shall not be removed if it violates the program of the person served. If the Board determines there are an insufficient number of qualified substitutes to meet operational needs, it may assign Drivers to work as an Attendant, at their regular rate of pay.

Section 6

- A. In order to remain employees of the Board, Drivers must maintain an acceptable driving profile in both personal driving and driving for the Board which makes them insurable as employees of the Board under the Board's then current liability insurance policy without any increased cost to the Board. Failure to be so insurable may result in disciplinary action, up to and including termination.
- B. CDL
 1. Employees shall arrange to take the written test and the skill test, if required, outside of their regular working hours and they will not be paid for the time spent going to, taking, and returning from the test(s). The Board will provide a Bus to take the skill test.
 2. It is the employee's responsibility to pay for his/her own Commercial Drivers' License and skill test, if the latter is required.
 3. In the event a bargaining unit employee does not maintain a current C.D.L. as they are legally required to, but is otherwise qualified to perform Attendant duties and have had no discipline (suspension or 3 days or more) within the prior twelve months, they will be assigned duties as Sub Attendant for a twelve (12) month period, or until they obtain their C.D.L., whichever is the shorter period. During this time, they will be placed at

the bottom of the Sub list and shall be paid at the base rate for an Attendant. If they fail to get their C.D.L. reinstated within this period, they shall be removed from the Board's employ upon its expiration.

4. All employees who drive Board-owned vehicles shall be subject to criminal record checks pursuant to Section 3301-83-06 of the Ohio Public Transportation Operation and Safety Rules.
5. Employees who drive Board-owned vehicles shall be subject to drug and alcohol testing pursuant to the Omnibus Transportation Employee Testing Act of 1991.
6. The Board will reimburse newly hired bus drivers and mechanics for the initial cost of a Commercial Driver's License (CDL) and for the initial training upon completion of one year of service with the Board provided that training is completed within ninety (90) days after the employee is hired. Cost reimbursement shall not exceed the actual cost of the training and license.

Section 7.

Within thirty (30) days of the approval of this contract, three hundred fifty (350) copies of the contract shall be printed. Fifty (50) of which shall go to the Board with the remainder to the Union for distribution to the employees. The cost of printing the contracts shall be paid by the Board.

Section 8.

- A. All drivers shall receive and sign for a complete set of gate and vehicle keys, a gas card and key, if available, at the time they are employed. Any Driver who loses their keys must pay for replacement.
- B. Upon separation from employment, employees must turn in keys prior to receiving their final paycheck.

Section 9.

- A. Upon completion of fifteen (15) months of service from their date of hire, an employee within the Transportation Department may request in writing a transfer to a department outside of Transportation.
- B. The Employer shall answer the employee's request within thirty (30) days of receiving the request.

Section 10.

Each employee shall obtain and maintain all credentials, including, without limitation, evidence of registration, certificates or licenses or training as required by the Board, required as a condition precedent to holding his/her position with the Board. If an employee is terminated or disciplined for failing to obtain or maintain a required credential, the only issues that may be arbitrated are (a) whether, at the time the employee was terminated or disciplined, the credential at issue was required and (b) whether the employee lacked that credential. Upon notification of ineligibility of obtaining or holding a C.D.L. due to medical reasons, a Mechanic may continue with his duties at no loss of pay, but will not be permitted to operate any vehicle beyond the boundaries of the County of Summit Board of Mental Retardation and Developmental Disabilities' Transportation facility. The Mechanic must seek corrective action to regain the C.D.L. at the earliest possible date.

ARTICLE 23 – CONDITION OF TRANSPORT

Section 1.

Persons served shall be transported in accordance with Employer Regulation #7100.

Section 2.

The Employer agrees to abide by Employer Regulation #7180 regarding passenger safety.

Section 3.

In accordance with Ohio law, full information regarding phone numbers, for the address and for emergency use will be available to the driver for persons served.

Section 4.

Current Services and Support Administrators and their phone numbers must be available.

Section 5.

Group homes must be identified in route packets, including office phone numbers.

Section 6.

Employees shall be in-serviced prior to transporting any consumer who has special conditions (i.e., oxygen, seizure magnets, service animal, vest, non-self release seat belt, helmet, pad, etc.). Special equipment must be in working order or with the consumer at the time of boarding. The information regarding special conditions shall be included in the route packet and/or on the addition paper when the consumer is an add-on.

ARTICLE 24 – SUBSTITUTE DRIVERS/ATTENDANTS – RULES

Section 1.

When Sub Drivers/Attendants are requested to work, they shall be informed of the shift hours. All Sub Drivers/Attendants shall be given their supervisor's phone number.

Section 2.

All Sub Drivers/Attendants are to respond to at least seventy-five (75%) of the requests made to work, if not, they shall be removed from the sub list. A quarterly review will be made December 1, March 1, June 1, and September 1 to enforce the above agreement. Anyone failing to meet the above requirement in any quarter will be removed from the Sub list. A copy of the review will be sent to the Union.

Section 3.

All Substitute Drivers/Attendants shall be paid for each hour worked. A Sub Driver/Attendant called in to work shall be paid for a minimum of ninety (90) minutes.

Section 4.

If a sub Driver/Attendant is offered a regular route according to the procedure and refuses said route, said Sub Driver/Attendant shall be placed at the bottom of the Sub Driver's/Attendant's list.

Section 5.

If a Sub Driver/Attendant has a properly documented medical reason for not driving/working on a bus, said Driver/Attendant shall remain in the proper position on the Sub Driver/Attendant list according to seniority.

- A. If a Sub Driver/Attendant loses her turn when an opening occurs for a regular route while on medical leave, after being released by her physician, permitting her to drive/work, said Driver/Attendant shall fill said opening.
- B. No Driver/Attendant, including Sub Drivers/Attendants, shall lose their route or position due to illness or injury.

Section 6.

All Sub Driving/Attending shall be distributed as equally as practical among Sub Drivers/Attendants.

- A. After substitute drivers/attendants complete their probationary period said employees shall be called for substitute duty within their classification on a rotational basis by the employee's start date.
- B. When two or more substitute employees have the same start date then the substitute employee's date of hire shall be used.

- C. If the start date and the date of hire are the same for two or more substitute employees then the employees shall be called for substitute duty alphabetically "A" to "Z", according to the first letter of their last name. If an employee has a hyphenated last name then the first part of the hyphenated name will be the name used for being called alphabetically for substitute duty. While classified as a substitute employee, a substitute employee's last name at the time of hire will be the name used for determining said employee's position on the substitute seniority list for being called for substitute duty.

ARTICLE 25 – INCLEMENT WEATHER

Section 1.

STATUS: OPEN BUT NO TRANSPORTATION – Employees scheduled to work shall be assigned work based upon operational needs. They have the following choices on said days:

1. Report to their assigned worksites.
2. Employees who choose not to work shall be able to take vacation time or a personal day or an unpaid day in lieu of their regularly scheduled hours of work.

STATUS: CLOSED – Employees shall not report to work. Closed Days take precedence over other previously scheduled paid time off.

Section 2.

- A. Employees covered by the terms of this agreement shall be paid up to four (4) calamity days each contract year when programs are closed due to inclement weather and/or other type emergencies. If an employee is on vacation or other approved leave with pay, the approved day leave shall not be deducted.

Section 3.

Substitute Drivers and Attendants shall be entitled to up to four (4) calamity days per contract year. To be eligible for the paid calamity days, the Substitute Driver or Attendant must have been scheduled to work that day.

Drivers who incur a moving violation on a declared Code Blue day will not be subject to the disciplinary procedures outlined in Article 6, Section 9, B of the contract unless such violation is the result of the employee's negligence.

Section 4.

In inclement conditions, the bus driver may utilize discretion in determining a safe course of action which may include: the transportation of consumer(s); completion of a portion of the route; the cancellation of a route. Before closing or canceling a route or any portion of their route, bus drivers must make an attempt to drive their assigned route. Bus drivers are responsible for advising the CSBMR/DD Transportation Supervisor, the Attendant, the consumer/caregiver of the status of transport and for verifying conditions.

ARTICLE 26 – PAID LEAVE OF ABSENCE

Section 1. – Sick Leave

A. An employee shall earn and accumulate paid sick leave as follows:

1. She must have completed one (1) pay period.
2. Thereafter, paid sick leave will be earned and accumulated at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid holidays, vacations, overtime, and sick leave, except when an employee is subject to a reduced accumulation rate as set forth in Section H below. However, the maximum accumulation in any pay period is 4.6 hours of sick leave.
3. If and when any accumulated sick leave is used, then the employee accumulates sick leave at the rate previously specified, except as specified in Section H below.
4. Pay for sick leave shall be at the employee's regular straight time hourly rate (or portion thereof if absent for less than a full day).

B. An employee transferring to the County from any other public agency of the State, shall transfer her documented accumulated but unused sick leave accrued in such employment within the past ten (10) years to her sick leave account at the Board, subject to the limitations imposed on sick leave by this Agreement and Ohio Revised Code.

Upon separation of employment with the Employer, an employee shall receive pay for one-half of all accumulated and unused sick leave.

C. An employee shall be granted sick leave with pay for illness or injury of the employee or a member of her immediate family, for medical, dental, or optical examination, or treatment of an employee or member of her immediate family; or when through exposure to a contagious disease, the presence of the employee at her job would jeopardize the health of others, except as specified in Section H below.

D. Employees may check at any time with the Payroll Department regarding accumulated vacation and sick leave. Upon such request, the Payroll Department shall furnish the employee this information. This information shall be furnished to the employee not later than five (5) days of the request. Sick leave or vacation accumulation shall continue to be furnished to the employee on each bi-weekly pay check, if possible.

E. An employee who is absent on paid sick leave shall sign a statement to justify the use of sick leave. An employee who is absent due to leave taken under Section 1-C for four (4) or more consecutive work days, or any day or days defined as "patterned absence" in Section H below, shall submit verification from a licensed physician, dentist, or other licensed practitioner for each occurrence. A practitioner's statement must include the nature of illness or injury.

Employees requesting to use sick leave on the workday immediately before or after a holiday, day(s) before or after previously scheduled/requested vacation, or on in-service days are required to provide medical or other appropriate verification to support said absence.

The submission of a valid practitioner's statement authorizes the use of accumulated sick leave. In some instances, such as those set forth in the prior paragraph and those specified in Section H below, such sick leave will be used (deducted from the accumulated sick leave balance), but unpaid.

F. Immediate family is defined as Grandparents, Mother, Sister, Brother, Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Father, Father-in-law, Mother-in-law, Spouse, Child, Stepchild, Grandchild, a legal guardian or other person who stands in place of parent (loco parentis).

The parties agree to discuss the feasibility of including "domestic partner" in the above definition through the Labor-Management forum.

G. The Board shall provide eligible employees up to twelve (12) weeks of paid or unpaid leave during a rolling twelve (12) month period for specific qualifying events in compliance with the Family & Medical Leave Act of 1993.

H. This section shall become effective the first full pay period in November of 2007.

1. Patterned absence is defined as being absent from work:
 - a. On the day before or after a holiday, or
 - b. On the day before or after a scheduled day off, or
 - c. On the day before or after a vacation day, or
 - d. More than four (4) repeated absences on the same day of the week in subsequent weeks, excluding medical necessity or
 - e. Missing at least four (4) days of work in a rolling six (6) month period.

2. Absence for certain reasons shall not be considered to be patterned absence:
 - a. Absence on the day of a Workers' Compensation qualifying injury, or
 - b. Absence during the recovery from a Workers' Compensation injury which has been approved by the Bureau of Workers' Compensation, or
 - c. Absence for bereavement leave as defined by, and in compliance with, this Agreement or
 - d. Absence for a FMLA claim for which medical certification has been provided.

3. An employee whose absence meets the definition of patterned absence shall receive the following discipline:

First Offense: Verbal Reprimand.

Second Offense: Written reprimand and counseling

Third Offense: Three (3) day working suspension

Fourth Offense: Five (5) day working suspension with a reduction of the applicable sick leave accumulation rate to 2.3 hours for each 80 hours of service in active pay status.

Fifth Offense: Fifteen (15) day suspension with loss of pay and with reduction of the applicable sick leave accumulation rate to 2.3 hours for each 80 hours of service in active pay status.

Sixth Offense. Termination.

All discipline for patterned absence shall be progressive as outlined above, and shall remain active for the purpose of progression to the next disciplinary step for the relevant period as outlined in Article 6, Section 3 of this Agreement.

A medical practitioner's statement or excuse alone does not negate an absence which otherwise constitutes patterned absence. Likewise, a medical practitioner's appointment shall not be scheduled during the workday without prior approval. Requests for use of sick leave for appointments with medical practitioners will normally not be approved for more than one (1) hour prior to and one (1) hour following such appointment.

Any discipline administered pursuant to this section is not grievable or arbitrable except regarding the question of whether the current step in the progression outlined above has been applied.

If an employee requests to use sick leave on a day determined to be patterned absence, no sick leave will be deducted from the employee's sick leave accumulated balance and the employee shall be disciplined as set forth above.

If an employee requests to use sick leave on a day determined to be patterned absence, but presents a valid medical practitioner's statement for such time, the employee will have the sick leave deducted from the employee's accumulated sick leave balance, will not be subject to discipline at that time but will not be paid for the leave time.

All incidents of sick leave defined as patterned absence in Section H(1)(a) through (d) will count as missed work for determining a violation for purposes of Section H(1)(e) above.

Exemption from Section H.1(e)

Employees who maintain minimum balances of sick leave, demonstrate a good faith effort to increase said balances, or demonstrate a minimum use of sick leave over the life of the Agreement while building a balance of sick leave shall be exempt from the provisions of Section H.1(e) as follows:

1. For 2007: Employees who maintain at least seven work days (e.g. 49 hours for 7 hour per day employee and 56 hours for 8 hour per day employees) shall be exempt from the provisions of Section H.1(e).

2. For 2008: Employees who maintain at least fourteen work days (e.g. 98 hours for 7 hour per day employee and 112 hours for 8 hour per day employees) shall be exempt from the provisions of Section H.1(e).
 3. For 2009: Employees who maintain at least twenty-one work days (e.g. 147 hours for 7 hour per day employee and 168 hours for 8 hour per day employees) shall be exempt from the provisions of Section H.1(e).
 4. An Employee who's record demonstrates the use of four (4) or less sick days in a rolling twelve (12) month period shall also maintain an exemption from Section H.1(e). The use of sick leave for disability related to pregnancy or those reasons listed in H 2 above will not be counted toward the four (4) day total.
- I. Any employee who has perfect attendance each quarter (quarters are defined as: January through March; April through June; July through September; October through December) shall receive two hours extra pay. Employees who have perfect attendance all year shall receive a total of ten (10) hours extra pay including the eight hours they earned for perfect attendance during each quarter. The extra pay earned through perfect attendance shall be paid in January of the year following when it is earned.
- J. On an annual basis, employees may convert accumulated but unused sick leave to cash. Each hour of sick leave may be converted to cash at the rate of fifty percent (50%) of its then current value. All requests for such sick leave conversion must be received by the HR Department, in writing, between November 15th and December 15th of each calendar year. Payment will be made to each employee in the last paycheck which reflects payment for that calendar year. There is no limit to the amount of accrued but unused sick leave which may be converted.
- K. Management will establish and implement a sick leave bank effective January 1, 2005.

Section 2. – Maternity Leave

An employee may use accumulated sick leave for maternity purposes.

Section 3. – Court Leave

- A. The Board shall grant court leave at the regular rate of pay to any employee who:
1. is summoned for jury duty by a court of competent jurisdiction or
 2. is subpoenaed to appear for the Employer for any reason, before any court, commission, board, or other official proceedings.

- B. Any compensation or reimbursement for jury duty when such duty is performed during an employee's normal working hours shall be remitted by an employee to the payroll officer for transmittal to the County Auditor.
- C. Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted leave of choice (vacation, personal, or request leave without pay with the approval of the Superintendent or designee). Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

Section 4. – Funeral Leave

- A. Employees shall be granted funeral leave up to five (5) working days upon death of member of the immediate family. Funeral leave shall be charged to the Employee's personal, vacation, sick leave, or comp time balance as the employee directs. If the employee provides no direction, funeral leave shall be charged against the employee's accrued sick leave.
- B. In the event of death of a relative other than a member of the immediate family, an employee shall be granted a leave of absence without pay or allowed to use accrued vacation for one (1) day to attend the funeral if within the State of Ohio, or two (2) days when the funeral is outside the State of Ohio.

Section 5. – Industrial Illness or Injury Personal Injury Leave

An employee who is unable to work due to bodily injury caused by a person served shall be paid his/her regular rate of pay during the period he/she is disabled as a result of such injury for a period not to exceed eight (8) working days. If an employee subsequently receives reimbursement from the Ohio Bureau of Workers' Compensation for this period of time, the employee shall reimburse the Employer in said amount. An individual on personal injury leave will accumulate sick leave credit and vacation leave credit. The Employer reserves the right to request medical certification linking the absence to an injury caused by a person served and may, if necessary, have the employee examined by a doctor of the Employer's choosing, at the expense of the Employer, to substantiate the injury prior to determining whether or not to approve the leave and payment for sick leave credit.

Section 6. – Personal Leave

- A. Employees who are scheduled to work 32 ½ or more hours per week will be credited on each January 1st with 24 hours of personal leave to be taken in one half (1/2) hour increments at such time the employee and supervisor mutually agree.
- B. Personal leave for eligible employees hired after January 1 each year shall be prorated. This will be done by dividing the number of work days remaining in the year by two hundred sixty (260), multiplying the quotient by twenty-four (24), and rounding the product to the nearest whole hour.

- C. Employees may carry over up to eight (8) hours of personal leave into the following calendar year, which must be used by January 31 of that year.

Section 7. – Union Leave

- A. At the request of the Union and with the approval of the Superintendent/Designee, a leave of five (5) days with pay and five (5) days without pay shall be granted to employees for the purpose of attending Union conventions or conferences or to perform functions on behalf of the Union. This type of leave shall be limited to three (3) members at any one time. Vacation leave may be used for this leave if the employee desires.
- B. In addition, the Chapter Chairperson or designee may be granted a total of fifteen (15) hours with pay each month to conduct union business excluding Informals, Grievances Procedure and Labor-Management, such time to be scheduled by mutual agreement between the Director of Transportation and Chapter Chairperson.

Section 8. – Military Leave With Pay

Employees who are members of the Ohio National Guard, Ohio Defense Corps, the Ohio Naval Militia, or other components of the armed forces of the United States are entitled to a military leave of absence from their duties without the loss of pay for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year.

Employees must apply for military leave in advance by completing an application for leave form and submitting it with a copy of their orders for approval.

The maximum compensation the Board can give an employee on military leave during any calendar year is one hundred seventy-six (176) hours.

An employee who is called to perform service in the uniformed services because of an executive order is entitled, during the period designated in the order, to a leave of absence and to be paid, during each monthly pay period of said leave of absence, the lesser of the following:

1. The difference between the employee's gross monthly wage and the sum of the employee's gross uniformed pay and allowances received that month;
2. Five hundred dollars (\$500.00).

An employee receiving payment pursuant to Section 8, C above shall continue to accrue sick leave credit and vacation leave credit at the rate he/she was accruing as an employee for the duration of the executive order.

Upon expiration of the military leave, the employee shall be returned to his/her former classification and pay status or a similar classification if his/her former classification no longer exists.

ARTICLE 27 – UNPAID LEAVE OF ABSENCE

Section 1. – Disability Leave

- A. Disability means actual incapacity to perform the tasks or duties usually encountered in one's employment.
- B. An employee will receive disability leave provided his/her disability continues beyond his/her accumulated sick leave rights and provided the procedure established in this Article is followed. In order to be eligible for disability leave, an employee must present medical evidence of disability which states the nature of the disability and the probable date of return, if known, by the physician.
- C.
 - 1. If the Employer desires to investigate the propriety of a request for a disability leave, or determine if an employee is fit to perform his/her duties, an examination may be conducted by a licensed physician designated by the Superintendent/designee.
 - 2. The cost of such examination will be paid by the Employer. If the employee is hospitalized or institutionalized upon expiration of sick leave rights and any personal leave or vacation leave which has been granted, the disability leave may be given without examination.
- D. An employee who has been given a disability leave shall have the right to be reinstated to the same or a similar position he/she held at the time of his/her leave within thirty (30) days after written application for reinstatement to the Superintendent/designee and after passing an examination performed by a licensed physician, to be designated by the Employer, showing that he/she has recovered from such disability. Such application for reinstatement shall be filed within three (3) years from the date of the commencement of any leave of absence relating to the disability. The cost of such examination shall be paid by the employee.
- E. While an employee is on an approved disability leave, the Employer will make its usual contribution to the employee's health, life and other insurance benefits for the duration of the disability or three months, whichever is less. Thereafter, for the duration of the leave, the employee may continue such coverage upon the payment to the Employer of the required premiums.

- F. If an employee is unable to perform the duties of his/her job due to a disability, the employee may request assignment to a vacancy which he/she is able to perform. The Employer and the Union shall meet to discuss the appropriateness of the placement. If the Employer agrees to place the employee in the vacancy, the employee shall be paid the rate of the job to which he/she is assigned.

Section 2. – Military Leave

- A. An employee of the Board who is a member of the Ohio National Guard, Ohio Defense Corps, Naval Militia, or member of other reserve components of the Armed Forces of the United States, shall be entitled to a leave of absence from their respective duties for such time as they are in military service, and field training, or active duty for periods not to exceed thirty-one (31) days in any calendar year.
- B. Employees shall be granted a leave for military duty in accordance with Federal and State Law.

Section 3. – Education Leave

An employee may be granted leave without pay for the purpose of Educational Training that would be of benefit to the Board.

Section 4. – Personal Leave

- A. For those employees who have completed their probationary period, personal leaves may be granted without pay, for cause shown for a period not to exceed six (6) months. Such leave may be extended by the Board, but in no case, will any employee be permitted to exceed six (6) months continuous leave under this paragraph in any one (1) calendar year, except in serious or unusual circumstances.
- B. Employees granted leave under Article 27 or Article 28 shall be returned to the same classification, route, shift and duties, upon return from leave of absence.

Section 5. – Bus Inspection Days

- A. Drivers and attendants may be granted vacation, or an unpaid leave of absence on bus inspection day(s). The Director of Transportation shall determine the number of employees granted such leave based upon the operational needs of the Board. Article 31 – Vacations is not affected by this provision.
- B. Employees must request leave on the designated form at least four (4) weeks prior to the bus inspection in order to be considered for approved leave. The Director of Transportation will approve requests for leave based on seniority.

ARTICLE 28 – APPLICATION FOR LEAVE WITHOUT PAY

All leaves of absence without pay, and any extensions thereof, must be applied for in writing to the Superintendent, or his designee, on forms supplied by the Board, at least three (3) days prior to the proposed commencement of the leave except in serious and unusual circumstances. Before leave without pay forms are considered, all paid time must be exhausted first. Notification of the approval or denial of the requested leave shall be given to the employee in writing. Any denial of a requested leave of absence will include the reason for the denial.

ARTICLE 29 – OTHER PROVISIONS REGARDING LEAVES

Section 1.

An employee may, upon written request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Board.

Section 2.

An employee who is on approved leave of absence as provided herein, shall accumulate seniority during the entire period of said leave.

Section 3.

An employee who is on an unpaid leave of absence is responsible to pay the Board's share of the employee's health insurance coverage for the duration of the leave, unless the Family and Medical Leave Act applies.

Section 4.

Any employee who has a FMLA-qualifying personal illness or injury (only applies to the employee herself, not immediate family) and who exhausts the twelve week FMLA leave, not in intermittent usage, shall be placed on a disability leave for up to six (6) months. This disability leave shall be applied retroactively to include the twelve week FMLA period, but shall prevent the employee from being disciplined for patterned absence provided proper FMLA documentation is provided.

Intermittent leave means time off for a day, days or part of a day when leave has previously been taken for the same illness or injury on a prior occasion. Leave is not intermittent if it is taken for five consecutive days or longer.

ARTICLE 30 – VACATION

Section 1. Vacation

A. Employees, excluding subs, shall earn vacation leave with pay, on a prorated basis, as follows:

1 year but fewer than 5 years of service	-	2 weeks
5 years but fewer than 10 years of service	-	3 weeks
10 years but fewer than 15 years of service	-	4 weeks
15 years or more	-	5 weeks

Employees accrue vacation based upon the ratio of hours worked to the above 40 hour schedule.

- B. An employee must work one (1) full continuous calendar year as a non-substitute employee for the Board before vacation leave may be taken.
- C. Employees may carry over vacation to a maximum of three (3) years credit. Any vacation in excess of three (3) years will be forfeited.
- D. Holidays are not charged against vacation.
- E. If an employee is terminated (voluntarily or involuntarily), prior to taking his vacation, and after completing a year's service, she shall receive the pro-rated portion of any fully earned but unused vacation leave at the time of separation (including any unused vacation leave which she has accrued). In case of death of an employee, any unused vacation leave shall be paid to her estate in accordance with O.R.C. 2113.04.
- F. Annual vacation leave will be taken at such time as the employee and the supervisor mutually agree upon. The appointing authority shall not unreasonably deny any employee's request unless it would work a manifest hardship on the department or other employees. Such manifest hardships will be discussed with the Union prior to implementation to promote reasonable solutions to said hardships. All authorized vacation leave must be requested and authorized on a form designated by the appointing authority prior to use of vacation.
- G. Vacations will be granted in increments requested by the employee. If there is a conflict in vacation request, seniority shall prevail.
- H. On an annual basis, employees may convert accumulated but unused vacation leave to cash. Each hour of vacation leave may be converted to cash at the current rate of pay, up to a maximum of forty (40) hours per calendar year. All requests for such vacation leave conversion must be received by the HR Department, in writing, between November 15th and December 15th of each calendar year.

Section 2.

Vacation time requested by Bus Drivers and Attendants will be scheduled in two (2) round as follows:

- A. First round - For vacation periods of full work weeks, a vacation sign-up opportunity shall be provided during the month of February of each year. During the first round, an employee may sign up for as much vacation as she accrues in one (1) year as of the date of sign up.

At least ten (10) days prior to sign up, a schedule shall be posted in seniority order that allows each eligible employee ten (10) minutes to sign up for vacation in full work week increments. Two teams, each consisting of a Union-appointed representative and a management-appointed representative, shall oversee vacation sign up. One team will oversee Bus Driver sign up; the other will oversee Bus Attendant sign up. Each eligible employee shall bring completed vacation requests to the sign up at her scheduled time. Any employee who cannot make her designated sign up time may make her selection by telephone during her scheduled sign up time, or may provide a list of date preferences to the Transportation Administrator ahead of time. Chosen dates will be marked on the calendar.

No more than two (2) weeks after completion of the first round, the vacation calendar shall be posted at the Transportation Department and on the kiosk.

- B. Second round – For remaining vacation time and single days, the same process as the first round will be followed during the month of March, no earlier than two (2) weeks after the results of the first round sign up are posted.

The completed vacation calendar shall be posted no more than two (2) weeks after completion of the second round.

- C. All vacation requests through the rest of the year must be submitted on leave forms and will be date stamped. These requests will be acted upon on a first come-first served basis, with seniority as a tie-breaker.
- D. There will be five (5) Attendants and five (5) Drivers permitted to be on vacation on a daily basis throughout the entire year, unless it would work a manifest hardship.
- E. Requests to cancel approved vacation time must be made in writing at least five (5) work days in advance. Otherwise, the scheduled vacation must be taken.
- F. Vacation may only be cancelled in the increment that it was assigned.

Section 3.

On an annual basis, employees may convert accumulated but unused sick leave to vacation. Each hour of sick leave may be converted to vacation at the rate of 25%. All requests for such sick leave conversion must be received by the HR Department, in writing, between November 15th and December 15th of each calendar year. This sick leave conversion may result in no more than five (5) days of vacation to be used in the next calendar year. Such vacation will be posted in January of the following year.

ARTICLE 31 – HOLIDAYS

Section 1. – Full-time Employees

A. Full-time employees shall be entitled to the following holidays:

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

There shall also be a winter holiday break consisting of five (5) consecutive work days off, exclusive of Christmas Day and New Year's Day. This break is intended to extend the Christmas holiday.

In the event the agency is closed by the Administration, for any reason, and an employee does not receive pay during the pay period in which the holiday occurs, as a result of such closing, the employee shall receive pay for any such affected day(s) as mentioned above.

- B. To be entitled to holiday pay, an employee must be on the payroll during the week the holiday falls (actually receives pay).
- C. An employee who does not work on a holiday shall receive eight (8) hours pay at his regular rate of pay.
- D. When the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the holiday falls on a Sunday, the following Monday shall be observed as the holiday. Employees who work on the day observed as a holiday shall receive time and a half (one and one-half) their regular hourly rate of pay for all hours worked in addition to holiday pay.
- E. Holidays will be observed on the days set forth in paragraph A, above, unless changed by mutual agreement.

Section 2 – Bus Drivers and Attendants

- A. Regular Drivers and Attendants shall receive the holidays with pay set forth in Section 1(A) above provided they (1) are on the active payroll during the pay period in which the holiday falls and (2) actually receive pay for that period exclusive of holiday.
- B. In the event either the School or Workshop is closed by the Administration, for any reason, and an employee does not receive pay during the period in which the holiday falls as the result of such closing, the employee shall receive pay for the holiday in question.

b) Employees who participate in the dental plan shall make the following contribution toward the cost of the Board's premium for dental coverage:

five percent (5%) of the single rate)
) of Board's premium cost
twenty percent (20%) of the family rate*)

established for each year. Employee contributions shall be part of the Board's cafeteria plan established through Internal Revenue Code Section 125 to provide for various employee benefits on a pre-tax basis.

4. Any full-time employee who declines Agency health insurance benefits shall be paid one hundred dollars (\$100.00) per month for each month that he/she does not receive such benefits. If two employees are eligible to share family or other coverage, both must decline Agency coverage to receive this payment.
5. Notwithstanding the other provisions of this Article the Employer shall continue to make available a plan or plans with the same level of coverage and co-pays in effect as of 1/1/10, if such plan continues to be offered, for the duration of this Agreement, except that any additional cost shall be borne by the employees who select that plan of insurance.

ARTICLE 33 - OHIO AFSCME CARE PLAN

Section 1.

Effective January 1, 2010, the Board shall contribute forty-one dollars and twenty five cents (\$41.25) per month to the Ohio AFSCME Care Plan for each Bus Driver, Bus Attendant, Mechanic and Washbay Helper in the bargaining unit upon completion of one-hundred twenty (120) calendar days of service.

These contribution amounts provide the following benefits:

Vision	-\$6.75
Hearing	-\$0.50
Dental 2 A	-\$34.00

Section 2.

Effective January 1, 2010, the Board shall contribute forty dollars (\$40.00) per month to the Ohio AFSCME Care Plan for each Substitute Bus Driver and Substitute Bus Attendant in the bargaining unit upon completion of one-hundred twenty (120) calendar days of service.

These contribution amounts provide the following benefits:

Vision	-\$6.75
Hearing	-\$0.50
Dental 1	-\$17.75
Prescription	-\$15.00

ARTICLE 34 – WAGES

Section 1.

Effective 1/1/2010: 2% increase for all employees

Effective 1/1/2011: 2% increase for all employees

For 2012 and 2013, either party may exercise the option to reopen negotiations regarding wages only with notice to the other party at least 90 days prior to the end of the prior calendar year.

Section 2. – Placement on Salary Schedule

- A. New Hires, except for Food Service Workers, will be placed at the base step for the applicable calendar year and classification, as identified in Appendix B.
- B. When an individual is hired by the Board in the Food Services Department, the Director of Human Resources and Labor Relations or designee will evaluate the individual's work-related experience credit. Upon the recommendation of the Director of Human Resources and Labor Relations or designee, the individual may be provided with up to two (2) years of practical work-related experience credit no higher than Step 1 on the appropriate salary schedule. Relevant prior work experience is defined as experience doing similar job duties in an employment situation.
- C. The application of such work-related experience credit is only for new hires, not for use in reconsidering the pay rate for employees already in the employment of the Board, whether employed as substitutes, part-time or full-time employees.
- D. When an employee changes classifications within the bargaining unit, the employee will be placed on the pay scale appropriate for the new classification. If the employee changes classifications as the result of a promotion, the employee will be placed in the lowest step on the pay scale which provides the employee with an increase in compensation over that earned in his/her former classification. If the change in classification is the result of a demotion, the employee will be moved step-for-step to the new pay scale.
- E. Employer-appointed OBIs shall be paid a \$0.75 per hour premium while engaged in OBI-related duties, and shall have permanent floater assignments.

- F. The parties have conducted an analysis that indicates that some bargaining unit employees received a 2009 hourly wage rate that is less than the 2009 hourly wage rate earned by a junior (less senior) employee in the same classification. The parties agree that such employee shall have her hourly wage rate increased to equal that of the junior employee in two adjustments. Half (50%) of the necessary adjustment shall be effective 1/1/2010 and shall be an addition to base hourly pay; the other half (50%) of the necessary adjustment shall be effective 1/1/2011 and shall be an addition to base hourly pay. Only the adjustments set forth in the Appendix shall be implemented.

ARTICLE 35 – SUCCESSOR CLAUSE

This agreement shall cover all future locations which the Board may operate during the term of this agreement or any extension thereof, or any transfer of operation from the existing location, or work covered or performed by employees in the existing location and/or bargaining unit.

ARTICLE 36 – DURATION AND TERMINATION

Section 1.

This Agreement shall remain in full force and effect from January 1, 2010 to December 31, 2012, inclusive, and shall automatically renew itself from year to year thereafter except that either party may terminate or serve notice of desire to modify or amend in specified particulars at the end of the initial expiration date or the expiration date in subsequent years by written notice by certified mail ninety (90) days prior to the end of such expiration date.

Section 2.

Negotiations upon such proposed amendments or change of the terms of the Statement covered in the notices of desire to amend shall begin not later than sixty (60) calendar days prior to the initial or any subsequent expiration date and shall continue until agreement is reached, and during such negotiations this Statement shall remain in full force and effect except that during such negotiations subsequent to the initial or any subsequent expiration date, either party on ten (10) calendar days written notice to the other may terminate said Statement.

ARTICLE 37 – NO STRIKE/NO LOCKOUT

Section 1.

A. During the term of this Agreement and during the negotiation period of any successor agreement, the Board shall not lock out and the Union and members of the bargaining unit shall not engage in any strike, (including any work stoppage, slow down, picketing, sick out, boycott, stay home, sit down, stand in, sympathy strike, refusal to cross any picket line or any other form of restriction of production or interference with operations).

B. Should any strike (as defined above) occur, the Union shall take all measures available under its constitution and rules to bring a prompt end to the stoppage. The Union will promptly instruct all bargaining unit employees to immediately cease and desist any activities in violation of Paragraph A and take appropriate action against any who continue to engage in a violation. If the Union discharges its obligations, it shall not be liable for the unauthorized and uncondoned actions of individual bargaining unit members.

C. Any violations of Paragraph A shall subject any participant to immediate discipline, up to and including discharge. The grievance procedure shall be available to any employee who claims that he did not participate in the violation. Each bargaining unit member shall sign a receipt for a copy of this Agreement after it is printed and no additional notice shall be necessary before discipline or penalties may be imposed upon an individual for a violation of Paragraph A.

D. Nothing herein shall be construed to impair the Union's right to strike to enforce bargaining demands concerning a successor agreement.

ARTICLE 38 – SUBSTITUTE INCENTIVE

Each substitute employee who has worked a calendar quarter of the year shall be eligible to be paid a portion of 104 hours pay provided:

1. The employee has worked all of the days in the quarter for which they were called to work; and
2. The employee was employed as a substitute from the first to the last day of the calendar quarter.
3. A total of 104 hours' pay is available as follows:
 - a. 1st quarter (Jan, Feb., Mar.) 10.4 hours pay
 - b. 2nd quarter (Apr., May, June) 10.4 hours pay
 - c. 3rd quarter (July, Aug., Sep.) 10.4 hours pay
 - d. 4th quarter (Oct., Nov., Dec.) 72.8 hours pay.
4. Substitutes must be available to receive calls to the phone number which they have provided to management between the hours of 5:30 a.m. and 9 a.m.; 11 a.m. and 2 p.m.; and 3 p.m. and 6 p.m.

ARTICLE 39 – LIFE INSURANCE

The Employer shall provide term life insurance in the amount of forty thousand dollars to each employee in the bargaining unit, at the Employer's expense.

SIGNATURE PAGE

Executed this 16th day of December, 2009.

FOR THE BOARD:

[Signature]

[Signature]

Bill Payne

[Signature]

Nancy Gordon

[Signature]

FOR THE UNION:

[Signature]

James A. Lee

[Signature]

FOR AFSCME OHIO COUNCIL 8:

[Signature]

MEMORANDUM OF AGREEMENT
between
COUNTY OF SUMMIT BOARD OF MENTAL RETARDATION AND
DEVELOPMENTAL DISABILITIES
and
LOCAL 1229 & OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

County of Summit Board of Mental Retardation and Developmental Disabilities (CSBMR/DD) and Local 1229 & Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME), hereby agree to the following:

1. Included among the shifts available to Bus Drivers and Bus Attendants may be "floater shifts," which shall have no more than one split per day.
2. An employee with a "floater shift" will be assigned to reporting locations as dictated by CSBMR/DD operational needs to fill in for absent employees or perform other appropriate duties within the job description as needed.
3. Employees with "floater shifts" will be paid an additional twenty dollars (\$20.00) per pay period due to the "floating" nature of their assignment.
4. Employees required to travel in his or her personal vehicles from one site to another (subsequent to their initial reporting location) shall be reimbursed per mile at the rate established by the IRS.
5. Included in the shifts available to Bus Drivers and Bus Attendants may be shifts that consist of four (4) ten- (10) hour shifts (hereinafter referred to as "4-10s"). Details of the assignments involved in the 4-10s, including specific workdays, will be represented in the route packet, which shall be available upon request.
6. Among the 4-10s may be assignments that consist of filling in for employees assigned to the other 4-10s on their days off.
7. Employees who work 4-10s will receive a one- (1) hour paid lunch break as close to the middle of the shift as possible.
8. Any employee (including a substitute) who works one of the scheduled 4-10s shall only be paid at the overtime rate (time and one-half) for all hours worked in excess of ten (10) hours in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift, or for all hours worked in excess of forty (40) hours in a work week.
9. Employees who work 4-10s shall be paid 10 hours for each paid Holiday that is observed on a day on which they would otherwise be scheduled to work. CSBMR/DD will credit to employees working 4-10s, either as personal leave hours, compensatory time, or the cash value of those hours, all hours an eight (8) hour per day, five (5) day per week employee would otherwise be entitled to receive as a paid Holiday under Article 32.
10. (Superseded by new language of Article 31)

11. Article 31- *Vacation*, Section 2, regarding vacation sign up shall apply to all members of the bargaining unit.
12. Any substitute driver/attendant who is requested to work for two (2) hours or less and declines said request to work will not have such declination count toward the seventy-five percent (75%) requirement in Article 25, Section 2.
13. CSBMR/DD shall pay an additional ten dollars (\$10.00) per day to any Bus Driver or Bus Attendant (including any substitute) who is scheduled to work five (5) or fewer hours in a work day at the Twinsburg site only, to offset the cost of fuel.
14. (Moved to Article 22, Section 1 C).
15. Any Bus Driver or Bus Attendant who, at CSBMR/DD's request, works during previously scheduled vacation time, shall be paid double, once for the scheduled vacation hours and once for the hours worked, at his/her regular straight time hourly rate; and the referenced vacation hours shall be deducted from the employee's balance of accrued vacation.
16. The parties agree to the following interpretation of the word "prorated" as it appears in the first sentence of Article 31 – Vacation, Section 1 A, regarding years of service: An employee's years of service for purposes of vacation leave shall be that employee's total service credit as identified by the Ohio Public Employees Retirement System, School Employees Retirement System of Ohio, State Teachers Retirement System of Ohio, Ohio Police & Fire Pension Fund, and/or Ohio Highway Patrol Retirement System, as of 1/1/06. On and after 1/1/06, employees shall earn vacation leave for all time in paid status. An employee not in paid status for two (2) or more consecutive pay periods shall not accrue service credit for vacation purposes during that unpaid time, unless such unpaid time is governed by the Family Medical Leave Act.
17. The parties agree that "four (4) days" as that phrase is used in Article 27, §1 H 1 e means the cumulative total of four (4) days' worth of hours (e.g., 32 hours for an 8 hour per day employee).
18. The parties agree that "scheduled day off" as that phrase is used in Article 27, §1 H 1 b does not include an employee's regular day(s) off.

Appendix - Art. 34, Section 2 F

	Name	Classification	2010 Hourly	2011 Hourly
1	Ball, Denise L	Bus Attendant	\$11.57	\$11.93
2	McKinney, Willie	Bus Attendant	\$11.44	\$11.93
3	Bostaph, Donna P	Bus Attendant	\$12.13	\$13.04
4	Carter, Tyree R	Bus Attendant	\$11.84	\$12.21
5	Daniels, Judith A	Bus Attendant	\$13.61	\$14.87
6	Dutton, Brenda L	Bus Attendant	\$11.57	\$11.93
7	Fleming, Wilma J	Bus Attendant	\$12.39	\$13.31
8	Hundley, Robin L	Bus Attendant	\$12.13	\$13.04
9	Jenkins, Linda K	Bus Attendant	\$12.93	\$13.31
10	Lee, James A	Bus Attendant	\$12.39	\$13.31
11	Liston, Beth A	Bus Attendant	\$12.92	\$13.31
12	Meadows, Zanarie D	Bus Attendant	\$13.44	\$14.87
13	Pewton, Anne L	Bus Attendant	\$12.39	\$13.31
14	Plympton, Judy L	Bus Attendant	\$11.57	\$11.93
15	Rauschenberger, Kamla R	Bus Attendant	\$11.57	\$11.93
16	Ross, Sandra L	Bus Attendant	\$11.57	\$11.93
17	Smith, Sara	Bus Attendant	\$11.57	\$11.93
18	Taylor, Barbara F	Bus Attendant	\$12.53	\$13.31
1	Currington, Beverly A	Bus Driver	\$16.63	\$17.09
2	Daniel, Helen E	Bus Driver	\$16.63	\$17.09
3	Fox, Christine R	Bus Driver	\$16.49	\$17.09
4	Glenn, Hugh E	Bus Driver	\$14.88	\$15.71
5	Michl, Carole G	Bus Driver	\$16.63	\$17.09
6	Mulhollen, Sondra K	Bus Driver	\$16.63	\$17.09
7	Sirilla, George P	Bus Driver	\$14.88	\$15.71
8	Slabaugh, Debra L	Bus Driver	\$16.49	\$17.09
9	Stemple, Barbara A	Bus Driver	\$16.63	\$17.09
10	Thompson, Joanna	Bus Driver	\$16.36	\$17.09
11	Tompkins, Elaine V	Bus Driver	\$16.49	\$17.09
12	Wallace-Green, Sherry K	Bus Driver	\$16.49	\$17.09
13	Wolfe, James V	Bus Driver	\$16.63	\$17.09

AFSCME BARGAINING UNIT MEMBERS REQUIRED TRAINING

All AFSCME Bargaining Unit Members

New Employee Orientation (once within 90 days of hire)
MUI Training (annual)
Universal Precautions/Bloodborne Pathogens (annual)
Drug Free Workplace (annual)
CPR (annual)
OSHA (annual)

In addition to the above requirements, employees are required to successfully complete the following trainings and/or hold the following valid certifications/licenses based on the job classification they hold:

Bus Drivers and Sub Drivers

CDL, Class "B" minimum with "S" and "P" endorsements
Bus Driver Pre-Service Certification (six years)
American Red Cross First Aid card or equivalent (three years)
Four hours of safety training (annual)
Crisis Intervention Training (PMT) (annual)

Bus Attendants and Sub Attendants

American Red Cross First Aid card or equivalent (three years)
Four hours of safety training (annual)
Crisis Intervention Training (PMT) (annual)

Mechanics

CDL, Class "B" minimum
Fire Suppression (annual)

Washbay Personnel

CDL, Class "B" minimum

Food Service Assistants

Fire Suppression (annual)

Wage Scale Drivers

Step	2010	2011
Base	14.07	14.35
1	14.33	14.62
2	14.61	14.90
3	14.87	15.17
4	15.14	15.44
5	15.40	15.71
6	15.68	15.99
7	15.94	16.26
8	16.21	16.53
9	16.48	16.81
10	16.75	17.09
11	17.01	17.35
12	17.28	17.63
13	17.55	17.90
14	17.82	18.18
15	18.08	18.44
16	18.35	18.72
17	18.63	19.00
18	18.89	19.27
19	19.16	19.54
20	19.43	19.82

Wage Scale Attendants and Washbay Helper

Step	2010	2011
Base	10.63	10.84
1	10.90	11.12
2	11.17	11.39
3	11.43	11.66
4	11.70	11.93
5	11.97	12.21
6	12.24	12.48
7	12.51	12.76
8	12.78	13.04
9	13.05	13.31
10	13.31	13.58
11	13.58	13.85
12	13.85	14.13
13	14.12	14.40
14	14.38	14.67
15	14.65	14.94
16	14.92	15.22
17	15.19	15.49
18	15.45	15.76
19	15.73	16.04
20	15.99	16.31

Wage Scale Mechanics

Step	2010	2011
Base	18.27	18.64
1	18.41	18.78
2	18.69	19.06
3	18.95	19.33
4	19.22	19.60
5	19.48	19.87
6	19.76	20.16
7	20.02	20.42
8	20.29	20.70
9	20.56	20.97
10	20.83	21.25