



AGREEMENT

between the

OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES, LOCAL 744

and the

CUYAHOGA COUNTY
BOARD OF DEVELOPMENTAL DISABILITIES

January 1, 2013 to December 31, 2015

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Article 1. Union Recognition

A. Parties to Agreement; Successorship

This Agreement is entered into between the Cuyahoga County Board of Developmental Disabilities, its successor, and assigns providing dependent enrollee transportation service to the Cuyahoga County Board of Mental Retardation, hereinafter referred to as "CCBDD" and the Ohio Association of Public School Employees, affiliated with AFSCME/AFL-CIO, and its Chapter Number 744, hereinafter referred to as the "Union".

In the event that the entire dependent enrollee service operation is leased or transferred, such operation shall be subject to the terms of this agreement for any lessee, transferee or assignee who shall be notified of this agreement by CCBDD. Such notice shall be in writing with a copy to the Union, no later than the effective date.

B. Purpose

It is the intent and purpose of this Agreement to assure sound and mutually beneficial economic and employment relations between parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and an equitable procedure for resolving any misunderstandings or grievances.

C. Recognition

1. The CCBDD recognizes Union, as the exclusive bargaining agent for the following classifications of full-time or permanent part-time employees who comprise the bargaining unit:
 - a. Bus drivers
 - b. Mechanics and Lead Mechanics
 - c. Monitors
 - d. Inventory Specialists
 - e. Driver Trainer

Whenever in the Agreement a reference is made to an employee, it refers only to members of this bargaining unit.

2. The recognition herein granted shall continue uninterrupted unless and until the following events occur:
 - a. If a notarized petition requesting an election signed by thirty percent or more of the bargaining unit is presented to the CCBDD between the 90th and 120th day prior to the expiration date of this

Agreement, then a secret ballot election will be held within 60 days of receipt of the petition.

- b. The only signatures or authorization cards which shall be considered valid are those dated by the employee and signed within 60 days prior to the date of filing the petition.
- c. Said election shall be conducted by and in accordance with the rules of the State Employment Relations Board. The organization receiving a majority (50% + 1) of the valid votes cast shall be recognized as the sole and exclusive representative of the bargaining unit unless a majority (50% + 1) vote for "no representative." If none of the choices on the ballot receives a majority (50% + 1) of the valid votes cast, then there shall be a run-off election between the two highest choices.
- d. If a new position is created in the transportation unit, then the employer shall have the option of voluntarily recognizing the position as included in the bargaining unit or submitting any unit determination issue to the State Employment Relations Board. If a new position is included in the unit, the parties shall meet within three (3) weeks of the date of determination to negotiate salary.

D. Exclusions from Bargaining Unit

All other employees of the CCBDD are excluded from the bargaining unit except those employees specified in Section C, above.

E. Distribution of Contract

After execution of this contract, the CCBDD will print and provide, without charge, a copy of this Agreement to every employee in the bargaining unit. OAPSE shall assume responsibility of this Agreement. The CCBDD shall notify OAPSE of any new employees with each monthly dues remittance.

Article 1A. Negotiation Procedure

A. Requests

Either the CCBDD or OAPSE may initiate negotiations by serving written notice to the Superintendent or designee, representing the CCBDD, or OAPSE President, representing OAPSE, not more than 150 days nor less than 120 days prior to the expiration of this Agreement. The party initiating negotiations will notify the SERB of the offer to negotiate and copy the other party of the notice. A mutually convenient meeting shall be held within 15 days of the date of notice to

negotiate. At this meeting both parties shall submit an agenda listing those issues which will be presented for negotiations. After this meeting, no issues will be added for negotiations without mutual agreement.

B. Procedures

1. Representation and Team Size. Members of the CCBDD or their designated representatives and representatives named by OAPSE and the OAPSE Field Representative (no more than ten on each side) shall meet for the purpose of negotiating and seeking agreement. Neither party will attempt to exert any control over the other's selection of its representatives. Either party may have a maximum of two observers present at any negotiations session.

In addition, each negotiation team may use consultants in the course of negotiations. No other person or persons shall be present during the negotiations meeting unless mutually agreed upon by the parties.

2. Subjects of Negotiations. The parties shall consider issues related to wages, hours, and terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.
 - a. Negotiations meetings shall be in executive session.
 - b. All proposals and counterproposals shall be in writing, dated, and labeled.
 - c. During the course of negotiations, items agreed to shall be reduced to writing and initialed by representatives of each negotiation team and set aside. Such items shall be considered tentative, subject to final agreement.
 - d. Either team may call for a caucus at any time. A caucus shall not normally be longer than 20 minutes. The team in caucus will keep the other team advised as to the length of the caucus.
 - e. All sessions of the negotiations meetings shall be in "good faith."
 - f. Progress reports may be made to the represented bodies by either negotiations team at the discretion of the team.
 - g. While discussions are in progress, any news release prepared for news media shall be approved by both groups.

3. Schedule of Meetings. Until all negotiations meetings are completed, each meeting should include a decision on an agreed time and place for the next meeting.
4. Exchange of Information. The CCBDD agrees to furnish OAPSE, upon request, all relevant data that will assist OAPSE in developing its proposals. The following information shall be given to OAPSE when requested:
 - a. All financial documents which are filed with County Budget Commission, the State Auditor's office, and monthly financial reports.
 - b. Salary grid of all employees in the bargaining unit.

C. Agreement

When a tentative agreement is reached through negotiating, the outcome shall be reduced to writing and first submitted to OAPSE for ratification and then to the Board for formal approval. If ratified by OAPSE and approved by the Board, the Board shall adopt, within ten days, or at their next regular meeting, a resolution setting forth the Agreement.

The Agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The subsequent Agreement shall constitute a modification of the Articles of this Agreement.

D. Impasse Procedure

Every effort shall be made to conclude negotiations within 45 days prior to the expiration of this agreement. If negotiations have not been concluded by that time, negotiations may be extended by mutual agreement, or either party may declare impasse.

Mediation. Both parties agree that mediation shall be the first step in impasse. A third party mutually acceptable will be employed as a mediator. If the parties cannot agree upon a mediator within five days after impasse has been called, the parties shall jointly request the Federal Mediation and Conciliation Service to select a mediator, pursuant to its rules, to assist the parties. Cost of mediation shall be shared equally by both parties.

It is agreed that the foregoing procedure shall represent the parties' alternate procedure for negotiations and impasse as authorized under Section 4117.14 of the Ohio Revised Code. The use of mediation, as set forth above, constitutes the parties' mutually agreed upon and exclusive dispute resolution procedure.

E. Severability

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10(A), revised code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel and all policies, rules and regulations of the Employer unless otherwise specified herein. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

The parties shall meet within ten days after the final determination to bargain over its impact and to bring the contract into compliance. If the parties fail to reach agreement over the affected provisions, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

F. Rights

Rights of the Individual. Both parties agree that no reprisal of any kind shall be taken by or against any participant in negotiations by reason of such participation.

Article 2. Non-Discrimination Policy

- A. No employee in the bargaining unit will be appointed, reduced, removed or in any way favored, or discriminated against, because of his or her political opinions or affiliations, or because of race, national origin, religion or marital status and, to the extent prohibited by law, no person will be discriminated against because of age, sex or disability.
- B. Neither the CCBDD nor OAPSE will interfere with, intimidate, restrain, coerce, harass or discriminate against employees because of the exercise of rights to engage or not engage in OAPSE activity.
- C. No employees will be in any way discriminated against for reporting any condition believed to be a violation of safety regulations.

Article 3. Union Security and Dues

- A. It shall be a continuing condition of employment with the CCBDD that all bargaining unit employees having completed the probationary period and covered by this Agreement:

1. Shall become and remain members of OAPSE in good standing to the extent of paying the uniform OAPSE membership dues, initiation or reinstatement fees; or
2. In the alternative, an employee shall tender an agency or service fee to OAPSE in the amount equal to the monthly membership dues to OAPSE members, but shall not be subject to initiation fees or special assessments except that all employees of the CCBDD who are not members of OAPSE as of the execution date of this Agreement and whose latest employment with CCBDD's Transportation Contract began prior to May 5, 1980, shall be exempt; provided however, such exemption may be waived by the employee agreeing to join OAPSE or pay the agency fees.

B. Dues Deduction

The CCBDD agrees to deduct in equal installments from the first paycheck of the month of an employee, membership dues, or where applicable, a service fee for the Ohio Association of Public School Employees and for the Chapter, when so authorized in writing by the employee. Employees working less than twelve (12) months will have their remaining membership dues or fair share fees deducted from their last paycheck of the school year. The parties will establish the process prior to implementation in 1999. Monies so deducted and a list of affected employees shall be mailed to the Treasurer of the OAPSE State organization within ten (10) days of the deduction.

C. P.E.O.P.L.E. Deduction

With proper written authorization from the employee, the CCBDD agrees to make deductions from the paycheck of an employee for Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.).

Article 4. Union Rights

OAPSE will have the following rights in addition to the rights contained in any other portion of this Agreement:

- A. The right of access, at reasonable times, to areas in which employees work.
- B. The right to install a bulletin board at each site for the exclusive use of OAPSE.
- C. The right to use copy machines if the Union pays the cost of the paper. The right to reasonable use, at no cost, of meeting rooms at CCBDD facilities if request is made in accordance with established procedures.
- D. The right to be supplied with a complete "hire date" seniority roster of all bargaining unit employees on the effective date of this agreement; thereafter, on

September 15th and May 15th of each year. The roster shall indicate the employee's present classification and primary job site.

- E. The right of paid release time for stewards for participation in grievance, pre-disciplinary hearings and investigatory meetings with supervisors held during working hours. Release time approval shall be obtained from the General Manager of Transportation, Operations Manager, or Fleet Manager. Release time will be granted unless there is a significant operations problem.
- F. The right to be provided with copies of each job description in the bargaining unit.
- G. The right to receive written notice from the CCBDD for each employee upon the employee's completion of the probationary period.
- H. The right to discuss bargaining unit position descriptions and changes to work rules prior to implementation.
- I. CCBDD will furnish to the President of the Union copies of all Board meeting agendas, approved minutes of monthly Board meetings, and a copy of the annual Board budget as soon as these documents are available to management.
- J. A telephone to permit free local service to employees shall be placed in the employees' lounge at each Transportation Center for employee use.
- K. The right to be notified of all personnel transactions that occur within the bargaining unit including resignations, terminations, transfers, promotions, demotions, retirements, temporary appointments and leaves of absence.
- L. The right to place material in individual employee mailboxes.
- M. The right to have Union material distributed through the inter office mail system.
- N. The right to have Union representatives participate in orientation sessions for new employees to a limit of thirty (30) minutes.
- O. The Union will receive 75% of the net proceeds, not to exceed \$2,500 per contract year from vending machines in Transportation Centers and remit to the Board 25% of those net proceeds. The CCBDD agrees to pay 50% of the cost of the annual transportation dinner to a maximum of \$2,500 per contract year.
- P. Stewards
 - 1. The CCBDD recognizes the need and affirms the right of OAPSE to designate stewards from among employees in the unit. It is agreed that OAPSE, in appointing such representatives, does so for the purpose of

promoting an effective relationship between the CCBDD and employees by helping to settle problems at the lowest level of supervision.

2. OAPSE reserves the right to designate one steward per every 50 bargaining unit employees and one mechanic steward per facility. OAPSE shall notify the CCBDD, in writing, of the stewards.
3. The CCBDD acknowledges that on occasion it will be necessary for a steward to consult with employees on work time. However, the general practice will be to discuss problems while employees are not on duty. Stewards will suffer no loss of pay while they are attending grievances, pre-disciplinary conferences, or investigatory conferences with supervisors. Meetings with stewards will never occur in the mechanics work area. Meetings with mechanics will occur in the mechanics lounge.
4. Stewards or Union officers will be permitted to seek assistance from OAPSE staff.

Article 5. Management Rights

Except as otherwise provided in this Agreement, the CCBDD shall have the exclusive power, duty and the right to:

1. Direct the work of its employees.
2. Hire, promote, transfer, assign, retain and discipline or discharge for cause employees in positions within the bargaining unit.
3. Maintain the efficiency of operations.
4. Relieve employees from duties because of lack of work, lack of funds or other statutory authority.
5. Prepare and administer its budget; determine need for and authorize all expenditures associated with CCBDD's operations.
6. Make any adjustment to operating plans, work schedules or other working conditions needed to carry out the routes and times schedules.

Article 6. Orientation of New Employees/Organizational Chart

- A. Employees shall be notified in writing of the organizational chart and the chain of transportation supervisory command of the CCBDD.

- B. The CCBDD will introduce new transportation administrative staff to bargaining unit within two (2) weeks of appointment or an in-service day, whichever is sooner.
- C. — Orientation of CCBDD Positions

On a regular basis, the CCBDD will present an orientation to bargaining unit members to explain the job duties of various CCBDD positions.

Article 7. Probationary Periods

- A. There shall be a probationary period of 120 calendar days to allow the CCBDD to determine the fitness and adaptability of any new employee to do the required work. The CCBDD may terminate the probationary employee at any time during the probationary period. During such time, a new employee shall have no seniority rights (except for seniority rights related to all bidding and assignments to all extra field trips), and his or her qualifications to do the work required, or his or her discharge or layoff for any reason, shall not be subject to the grievance and arbitration procedures set forth in this Agreement. Employees retained beyond 120 calendar days shall have their seniority computed as of their date of hire. Summer break days and leaves of absence will not count toward the completion of the probationary period.
- B. Drivers and monitors hired before September 1, 1986, shall not have to serve an additional probationary period when they change classification to either driver or monitor.
- C. Spare Driver or Spare Monitor Probation

There shall be a probationary period of sixty (60) days to allow the CCBDD to determine adaptability of an employee selecting a spare route. An employee who performs inefficiently as a spare after having bid a spare route may be removed during the probationary period as a spare and assigned to a regular route.

- D. Drivers and monitors hired after September 1, 1986, shall serve an additional probationary period of sixty (60) days not including break days or leaves of absence when they change positions to either driver or monitor. During this probationary period, the CCBDD may determine the fitness and adaptability of the employee to do the required work. The CCBDD may transfer an employee to his or her former classification at any time during the probationary period without right of appeal except if the action is arbitrary or capricious. The transferred employee shall be guaranteed (until the annual or summer bid) the same hours that he or she worked prior to the change in classification. This provision does not apply to any drivers or monitors who have served a probationary period in both classifications and who transfers to one of those classifications.

- E. Drivers and monitors who are hired after September 1, 1986, and who are on probation pursuant to paragraph D above, shall have the right to return to their prior position on a voluntary basis during the first thirty (30) days of the new probationary period. They shall be guaranteed (until annual or summer bid) the same hours as they worked prior to the change in classification.
- F. Employees who transfer to positions except as provided in paragraphs B and D above, shall serve a probationary period of ninety (90) days in accordance with the provisions of paragraph D above and shall have the right to return to their old position on a voluntary basis for sixty (60) days in accordance with the provisions of paragraph D above.
- G. New employees will be evaluated during their probationary period. This evaluation will not be required in the event that the employee commits an act of serious misconduct during his/her probationary period.
- H. By mutual agreement of the parties, the CCBDD may extend a probationary period of an employee up to 120 calendar days beyond the expiration date of the original probationary period per paragraph A above or up to 60 calendar days beyond the expiration date of the probationary periods specified in paragraphs C, D, and F above.
- I. CCBDD will notify the OAPSE President and the employee when the employee's probationary period is completed.

Article 8. Grievance Procedure and Arbitration

A. Definition of a Grievance

A grievance is any matter concerning the interpretation, application or alleged violation of this Agreement, significant health and safety problems, or the reasonableness of the application of work rules, or any discharge, or other disciplinary action.

A class action grievance is a grievance which affects all or many persons in the bargaining unit.

- B. The parties have a common interest in the effective resolution of problems. It is desirable that the problems be resolved as soon as possible and at the lowest level possible. The parties agree that whenever possible mutual gain techniques should be used to resolve problems.
- C. As used in this section, "day" shall mean a day of transportation operations, whether schools are in session or not.

- D. 1. An aggrieved person(s) will not be required to meet with an administrator, manager, or supervisor at any stage of the grievance procedure without the presence of a Union representative.
2. A notice shall be posted at two conspicuous places at each facility that notifies employees that they have a right to have a Union steward present upon request during any stage of an investigation that may result in disciplinary action against them.
- E. No reprisal of any kind shall be taken against any person involved in grievance proceedings because of such participation.
- F. General requirements:
1. The written grievance shall contain specific information, i.e. who, what, where, when, why.
2. Written grievance responses should provide specific reasons for the decision.
3. A grievant has a right, but is not required to attend a grievance meeting at any step.
4. Grievant representatives shall be limited to appointed or elected representatives or employees of OAPSE.
5. CCBDD will provide a monthly list to the Union of pending, third step grievances.
- G. Process
1. A grievant and (or) his/her representative are required to discuss the matter informally with the grievant's supervisor prior to filing the written grievance.
2. Step One: A written grievance may be filed with the immediate supervisor within ten (10) days of the occurrence or knowledge of the situation giving rise to the grievance. The grievance shall be initialed and dated at time of receipt by the supervisor and duplicated with copies provided to the Union President and the General Manager of Transportation.
- The steward and the grievant, if he/she desires, will meet with the immediate supervisor* (see footnote 1). The supervisor's response is due five (5) days after the filing of the grievance.

3. Step Two: A written appeal may be filed with the General Manager of Transportation within five days of the Step One response. Also, class actions will be filed at Step Two within ten (10) days of the occurrence or knowledge of the occurrences of the situation giving rise to the grievance. The Step Two filing will be initialed and dated by the General Manager of Transportation or his representative.

The Union President, steward, and grievant, if he/she desires, will meet with the General Manager of Transportation or his representative within five (5) days of the filing dates* (see footnote 1). A response is due within five (5) days of the meeting.

4. Step Three: A written appeal may be filed with the Director of Human Resources within five (5) days of the Step Two response** (see footnote 2). In addition, a grievance involving termination of employment or a suspension will be filed at Step Three within ten (10) days of the receipt of the written notice of disciplinary action. The Step Three filing will be initialed and dated by the Director of Human Resources or his representative.

Within ten (10) days of the filing, a meeting will be held which may include the grievant, Union President, and Vice President, steward, and Field Representative* (see footnote 1).

A written response is due within ten (10) days of the meeting.

*Footnote 1: The grievant may bring witnesses to a grievance meeting, if appropriate. Management personnel will be permitted to attend grievance meetings, if invited by the management person conducting the meeting.

**Footnote 2: The written appeal should include as attachments all relevant documents, including Step One and Two responses.

5. Step Four: Binding Arbitration

A written notice to arbitrate the decision must be filed within thirty (30) calendar days of the receipt of the written Step Three response. If no timely written request is made, the matter will be deemed settled at Step Three.

The parties will promptly submit the matter to the American Arbitration Association for resolution. The parties shall select the arbitrator by the striking process, not the AAA process. The expedited arbitration process will be used in disciplinary matters other than terminations.

The decision of the arbitrator will be final and binding on all parties. The arbitrator's cost and AAA fees will be divided equally by the parties.

The grievant, witnesses, the Union President, vice-President, the chief shop steward, and one steward will be permitted to attend arbitration hearing without loss of pay.

H. Time limits specified in this procedure may be extended by the mutual agreement of the parties. Except as provided above, the failure of anyone to comply with a time limit shall result in the matter advancing to the next step. The three (3) exceptions are as follows:

1. The employee, with his/her representative, will meet with his/her immediate supervisor prior to filing a written grievance.
2. The written grievance must be filed within ten (10) days of the occurrence or knowledge of the situation causing the grievance.
3. The request to have a matter arbitrated must be made within 30 calendar days of receipt of the Step Three written response.

I. The CCBDD and OAPSE Local 744 have a mutual desire to improve the timely and effective resolution of grievances. For this reason, the parties have agreed to the following:

1. Step Three grievance hearings will be held, to the extent possible, on the Wednesday closest to receiving the grievance.
2. The grievance hearings will be held at the Central Office or William Patrick Day Early Childhood Center.
3. The parties, to the extent possible, will eliminate the postponement of meetings.
4. Meetings will start on time.
5. CCBDD and OAPSE Local 744 will jointly devise a grievance form.

Article 9. Mid-Term Bargaining Process & Interest Arbitration

A. If at any time during the term of this Agreement, CCBDD alters and/or revises any current terms or conditions of employment of any position, CCBDD shall bargain with Local 744, for a period not to exceed fifteen (15) calendar days, the affects of any change. If no agreement is reached, the procedure set forth below shall govern resolution of the disputed issue(s).

B. Interest Arbitration

1. The parties shall establish a list of four (4) permanent arbitrators to resolve disputes that may arise out of the provisions of this article. The parties shall mutually select the four (4) arbitrators.
2. The standing panel of arbitrators shall then be ranked one through four and disputes shall be heard on a rotating basis, i.e., arbitrator one shall hear the first dispute, arbitrator two shall hear the second dispute, and so on.
3. The arbitrator so assigned shall hear the matter within thirty (30) days of the request. If that arbitrator is unavailable, then the next arbitrator in sequence will be requested to hear the matter, and so on. If no arbitrator can hear the matter within thirty (30) days, then the matter shall be heard by the arbitrator with the earliest available calendar date.
4. The arbitrator will have thirty (30) days from the date of hearing to notify the parties of which "best and final offer" shall govern. The arbitrator shall select one position or the other position.
5. The decision of the arbitrator shall be final and binding on the parties.

Article 10. Physical Examinations

- A. The CCBDD agrees to pay the full cost of the annual physical examination and re-examination, if necessary, required for all bus drivers, mechanics, and monitors possessing a bus driver's commercial driver's license. The CCBDD also agrees to pay the full cost of the physical examination (required every other year) and/or re-examination required of monitors.
- B. Employees scheduled for a physical examination must give 48 hours notice if they intend to cancel their appointment.
- C. Employees will be required to pass a physical examination within 60 days of the date of hire. Drivers and dual-classified employees will be required to pass an annual driver's T-8 physical examination. Monitors hired after August 1, 2004, will be required to pass the T-8 physical examination every other year. In addition, if at anytime thereafter, an incident occurs, whether work-related or not, that creates a reasonable concern about the physical capability to perform job duties, or other medical problem, or if upon observation by at least two supervisors there is a reasonable concern, the CCBDD may require the employee to pass a physical examination. The Union will be notified at the time the request is made. The examination will be paid by CCBDD. (This provision does not apply to incident-driven drug testing.)

- D. Anyone who fails an annual physical examination, or a physical examination when the reasonable concern is not created by the employee's statement, and the physical exam is required by the supervisor, will be paid for the full day on which the physical examination is taken. In addition, any unpaid absence within 36 hours of the results of the examination will not be counted as an attendance violation.
1. If a driver fails the annual physical examination or any medical reevaluation required by law and the CCBDD physician determines that he/she is able to perform monitor duties, the employee will be reassigned and will receive driver pay for the first fifteen (15) days of the reassignment.
 2. If an employee fails a physical examination required by a supervisor, or, a monitor hired after August 1, 2004 fails the T-8 physical examination that is required every other year, he/she may be reassigned, if possible, or may be placed on a paid administrative leave for up to ten (10) days or may request disability pay per Article 35, Disability Pay. In the event of approval of disability pay, paid administrative leave will not count towards the elimination period. If an employee provides a physician opinion which contradicts the opinion of the CCBDD physician, the parties shall select a physician to examine the employee, at CCBDD expense. This procedure shall apply only in examinations required by a supervisor, not the annual physical examination.
- E. In the event that an employee fails a physical examination by the CCBDD physician, he/she may request, within 15 days of the disqualification, a second opinion. The CCBDD will select a second physician to provide the re-examination, at CCBDD expense.
- F. Annual physical examinations and re-examinations for employees holding school bus driver CDLs must be administered in accordance with the Ohio Pupil Transportation laws and regulations.
- G. Holders of a school bus driver CDL must have taken their annual physical examination after May 1st and by July 30th. Under no circumstances will an employee be permitted to bid as a driver at the annual bid if the annual physical is not taken by the bid date. If someone fails this examination, he/she must be re-examined and qualified prior to resuming driving duties.
- H. Mechanics with a CDL must pass an annual T-8 physical examination if required by law. If a mechanic fails this examination, he will follow the provisions set forth in section D1 and D2 of this article.

Article 11. Work Schedule

A. Full-time Employees

All full time employees are twelve month employees. The regular work week for full-time drivers and monitors will be five consecutive days, Monday through Friday and at least forty (40) hours per week. (The regular work week limits do not apply to weeks which include non-operational days). The daily minimum work time will be at least six (6) hours per day during the work.

1. The regular work hours for employees other than drivers and monitors will be eight (8) hours in a nine (9) consecutive hour period.
2. The regular work week for employees other than drivers and monitors will be Monday through Friday.

B. Part-time Employees

1. The use of part-time employees will not be used to cause a layoff of full-time employees.
2. Part-time employees may have a regular work schedule of a minimum of 4 (four) hours per day on the day(s) they are scheduled to work, up to a maximum of 24 hours per week. They shall be permitted to work extra hours if their regular route is late or if the route they are covering as a spare operates beyond their regular work schedule.
3. The CCBDD may employ up to eight (8) part-time drivers or monitors. Part-time employees will be assigned to routes or spare positions and will not participate in annual or on-going bidding.
4. Newly hired part-time employees and retired employees returning to work will have a combined list for seniority purposes separate from that of full-time employees. These employees will accrue seniority from date-of-hire.
5. All newly-hired part-time employees, including retirees, will be hired as monitors or dual classified.
6. Part-time employees will be assigned a regular work schedule, but will also be available to work as call-ins on other days. Call-ins for part-time employees will be rotated among all part-time employees from the part-time rotation list. The rotational list will be kept current, posted, and available for review by the Union President or any steward.
7. In the event of a layoff, all persons on the part-time seniority list per paragraph B4 will be laid off prior to anyone on the regular seniority list.

8. Part time employees will not have their daily work schedule divided into more than two (2) work periods.
9. Part-time employees including those with part-time spares assignments will not be permitted to bid/be assigned to the following:
 - a. Field trips
10. The definition and other provisions related to part-time status shall apply to all provisions of this labor agreement including Article 40, Health Insurance.

C. Work Periods

1. A work period is an uninterrupted period of paid time. The work schedule for drivers and monitors bid at the annual bid is limited to two (2) punch ins and two (2) punch outs per day with the exception of 20% of the routes (no more than 13 routes) which may be bid with three (3) punch ins and three (3) punch outs. In addition, routes bid at the annual bid with 2 punch ins and punch outs may be increased to 3 punch ins and punch outs if the employee is awarded a third work period in the on-going bid procedure.
2. No work period can be less than one (1) hour forty-five (45) minutes unless the employee is awarded a bid in the on-going bid procedures, with the exception of up to four work periods that cannot be less than one (1) hour and fifteen (15) minutes.

D. Schedule Alterations

1. The CCBDD will make reasonable efforts to avoid creating changes in employees work schedules.
2. Employees will be given five (5) days notice of changes to their regular work schedule. In the event of an emergency which does not permit such notice, the notice shall be the earliest time possible but no less than one (1) day. The employees will be provided thirty-six (36) hours notice of adds and drops which do not effect the work schedule, except in an emergency in which case one (1) day notice will be provided.
3. An employee's hours of paid time shall not be reduced by more than 2.5 hours per week below the adjusted original bid time (as defined in Article 11, Section D7) with the exception of work hour changes due to the following:

- a. The elimination or reduction of a segment which had been added to the route in the on-going bid process may be discontinued at any time with 5 days notice. (Note: 30 minute reduction may occur without notice.) The driver and/or monitor will continue to be paid for ten workdays, including the five day notice period, from the effective date of the elimination or reduction of the segment.
 - b. Work hour reductions elected by the employee.
 - c. Work hour reductions per Article 34, paragraph L (demotions).
 - d. An employee's hours of paid time shall not be reduced by more than 2.50 hours per week, but this reduction shall not cause the paid time to fall below 40 hours in a week.
4. A route cannot be changed to have the punch-in forty-five (45) minutes prior to time bid in the a.m., or punch-out forty-five (45) minutes after time bid in the p.m. If the employee's first punch-in time is changed to be thirty (30) minutes earlier, the employee will receive a one-time payment of \$200. If the employee's last punch-out time is changed to thirty (30) minutes later, the employee will receive a one-time payment of \$200.
5. If a route is increased by one (1) hour or more because additional clients are added to the route, the route shall be bid using the on-going bid procedure.
6. Start up Adjustment: Any route which consistently exceeds bid time for two (2) weeks will be adjusted to include the extra time and paid to the nearest quarter hour of actual time as soon as possible, but not to exceed one month (not including the first two (2) weeks of start up).
7. Other than changes made during the start up adjustment, an employee's work schedule will not be adjusted more than twice during the year unless agreed to by the employee.
8. No route shall exceed eight (8) hours per day unless bid or elected by the employee. No more than thirty percent (30%) of routes may exceed forty (40) hours per week at the annual bid. No more than fifty percent (50%) of the routes may exceed forty (40) hours per week at any time, not counting routes where segments have been added in the on-going bid.
9. Layover time (a break in schedule and not returning to the garage) of up to forty-five (45) minutes will be paid. Layover time which exceeds forty-five (45) minutes will be paid as follows:

60 minutes = 45 minutes paid
75 minutes = 45 minutes paid
90 minutes = 60 minutes paid

E. Right of Refusal

Any employee shall have the right to reject, for reasonable cause, any offer or request for extra time, overtime, call back, on call, or call in except in emergency situations. In emergency situations, the supervisor will inform the employee of the details of the emergency. The supervisor or designee will consider an employee's reasons for not wanting to do the requested work, but retains the right to require the employee to do the requested work.

Article 12. Operation Plan/Reduction in Work Schedule

- A. The CCBDD shall provide an annual operation plan to the Union by October 1st. Employees scheduled to work a reduced work day per the October 1st annual plan shall be paid the exact hours of the reduced schedule or the minimum hours per Article 11, Work Schedule, paragraph A, whichever is greater. Employees who are scheduled to work less than the minimum hours on a scheduled work day will be permitted to leave work when service is completed, if not needed otherwise.
- B. If after October 1st, service is cancelled or service time is reduced for an employee, that employee will receive his/her scheduled work time and will be permitted to leave work early on that day, if not needed otherwise.
- C. Employees will be required to use four vacation days for the four non operational days during the winter break or may opt to cash in four vacation days in addition to the vacation leave cash in that is outlined in Article 26.
- D. Work, if any, to be assigned during the shutdown period will be identified and bid separately at the summer bid.

If the equipment cleaning crews are to be assigned to work during the shutdown, it will be discussed in advance with the Union.

Article 13. Bidding, Assignment, and Transfer

- A. Annual Bids
 - 1. The date for the annual bid will be selected and announced prior to the October vacation bid.

2. The annual bid will be at least one (1) week prior to school start up.
3. A pre-bid meeting between management and Union officials shall occur at least one (1) week prior to the posting of routes. Available bid sheet information will be given to the President of Local 744 at least three work days prior to this meeting, along with a set of all vendor route sheets for the "dependent enrollee" transportation operations. These vendor route sheets will be available to the Union President or designee daily via TIMS (Transportation Information Management System).
4. Route information, spare assignment information, and a seniority roster will be posted at least five (5) work days prior to the bid. The bid sheet will indicate exact route times including CBI times. The seniority list shall include drivers, monitors and dual certified employees on one list.
 - a. Repetitive curriculum trips (C.B.I.) will be included as part of routes if designated on bid sheets.
 - b. All position shall be twelve (12) months. The bid sheet shall reflect this.
 - c. All information will be provided on bid sheets without additional notes.
 - d. Twelve (12) month positions that have both school and workshop segments will not be decreased by more than one (1) hour per day, nor fall below forty (40) hours per week as a result of the loss of the school segment(s) during the summer. Spare or route segments may be added to routes that lose school segments during the summer.
 - e. All spare positions will be posted as twelve (12) month positions.
 - f. Mail runs that have not been assigned will be put up for bid.
5. In order to qualify to bid as a driver, the employee must have taken the annual physical exam conducted by the CCBDD physician. A driver must pass the physical examination prior to the first day of dry runs in order to work.

Drivers must be State-certified and must hold a valid commercial driver's license with school bus driver endorsement in order to bid or to work as a driver on any route.

6. On bid day, employees will select their routes, or spare assignments on a seniority basis. Attendance at the bids shall be limited to CCBDD employees only. (No family members or friends of employees or others will be permitted to attend.) The selection of routes/assignments on bid days shall be scheduled as follows:

ANNUAL BID DAY SCHEDULE

Seniority Rank	Scheduled Bid Times
1 – 75	9 a.m. – 10 a.m.
76 – end	10 a.m. – 11 a.m.

Drivers and monitors will be paid one (1) hour regular time on bid day.

If a bidder arrives late (misses his/her bid), the bidder shall bid at the end of his/her segment. If the bidder misses the entire segment, he/she shall bid at the end of the segment during which he/she arrives. Employees who are present at the bid, but do not receive a route, shall have preference over employees who fail to attend the bid.

7. Employees on leave of absence may be permitted to bid per Article 32 Leaves of Absence, paragraph E. The General Manager of Transportation or his/her designee has the right to assign an employee currently unassigned or a spare to replace an employee on leave of absence.
8. If an employee is unable to bid due to a dire emergency, that employee will be allowed to submit an absentee bid. The Union President shall bid on behalf of an absent bidder in accordance with information provided by the bidder. Decisions under this section shall not be subject to the grievance procedure.
9. The Union President, if a driver or monitor, will be awarded a twelve (12) month spare position (last out) and will not be required to bid in either the annual or summer bid.
10. In the event that there is a permanent opening or closing of an AAC (not including CES or satellite operations), a general rebid shall occur. The general rebid shall be conducted in accordance with Article 13, Bidding, Assignment, and Transfers, paragraph A, prior to the opening or closing.
- B. On-going bid Procedure.
1. Available positions will be posted for three (3) days. Route segments of

45 minutes or more to be added to the route will be bid. A route segment is one or more pick-ups or drop-offs with an origin or destination to one or more CCBDD designated site.

2. Postings for the on-going bid procedures will be posted on the next first and third Mondays of each month. If a scheduled posting falls on a holiday, the posting of the on-going bid will occur on the next work day.
3. Bidders must have a witness initial their bid. Anyone withdrawing a bid must do so prior to the posting deadline and must have a witness initial the withdrawal.
4. All bids are final when the posting deadline occurs. The most senior eligible bidder will be awarded the route.
5. Employees may make two (2) successful bids in the on-going bid procedure per year, not including route segment bids.
6. Routes will be awarded within seven (7) working days of the posting deadline. If operational needs exist, the General Manager of Transportation and Union President may agree to delay the route award.
7. If no eligible bidder bids on a route, the General Manager of Transportation or his designee may repost the route or may reassign any employee currently unassigned to that route. The employee assigned to that route will remain on that route for the twelve (12) month status work year.
8. When route segments are posted, the posting must identify which existing routes may be combined with the route segment. CCBDD shall have the option to exclude a bidder from bidding on a particular route segment, if the assignment to that segment will create a regular overtime situation.
9. The most senior bidder(s), driver and monitor, will be awarded the segment provided that the driver and monitor are serving the same center and have no schedule conflict. In the event that the segment cannot be awarded to an employee(s) serving the same center, it will be awarded to an available employee(s) at a nearby center. The award of a route segment will not restrict the employee per Article 13, B5.
10. All driver and monitor positions (including spares) posted in the annual bid will be reposted during the contract year in the on-going bid procedures, if such positions become vacant due to resignation, termination of employment, or death of an employee during the year.

C. Overtime - (Route Segments Only)

Except as otherwise provided in this Agreement, overtime will be assigned using the factors of seniority, availability, and current classification as the determining factors.

1. In making assignments, the CCBDD may make an assignment to a less senior employee to avoid an overtime situation. (Route segments only)
2. Availability is defined as being at a site or reasonably close to a site where overtime will occur at the time that the work needs to be performed. Factors in determining availability include the amount of travel time involved.
3. Availability is further defined as having "dead head time," break time, or time before and/or after clock in time. "Dead head time" occurs when a driver and/or monitor have completed their bid assignment/route and are returning empty to the garage/center.

D. Change in Job Duties

Any unreasonable change in a job duty requirement shall be subject to the grievance procedure.

E. Working Out of Classification

Employees will not be required to work out-of-classification unless when elected by the employee except in an emergency and based upon seniority among eligible and available employees. The supervisor or designee will consider the employee's reasons for not wanting to work, but retains the right to direct the employee to work out-of-classification.

Article 14. Spare Assignments

- A. Spare drivers or monitors will not be assigned to the same assignment for more than fifteen (15) consecutive days except for unusual circumstances. Any unusual circumstances will be discussed with the Union President and Transportation Supervisor.
- B. All current rotation of spare assignment procedures will be used system wide. That includes the following:
 1. Spares will be rotated in inverse seniority order based upon time slots.

2. An assignment includes anytime an employee is required to leave the garage.
 3. Unassigned spares will not remain in "first out" status for more than one day at a time.
 4. A spare assigned to a multi-day assignment is not in rotation until the multi-day assignments is completed.
 5. The route assignment rotation, operations calendar and spare overtime rotation list will be posted in plain view and available at all times for employee review.
- C. Spares are permitted to bid on a segment based upon their availability, their seniority, their current classification, and overtime limitations. "Availability" is as defined in Article 13, Section C3, except that a spare will not be considered to be available unless there are at least thirty (30) minute periods of unassigned time between the spare's mid-day punch out and punch-in time. In addition, spares will not be considered available to bid a segment if they do not have a fifteen minute period of unassigned time before their first punch-in of the day and after their last punch-out of the day. Dual classified monitors can bid on a driving segment if no other available current classified driver has bid on it. A current classified driver can bid on a monitor segment if no other available current classified monitor has bid on it.
- D. Standby time will be paid per Article 34, Pay and Allowance.
- E. Spares will not be in the extra-curricular field trip rotation if it interferes with his/her bidded route segment, except for those extra curricular trips that go beyond his/her p.m. punch-out time.

Article 15. Rotation of Extra Trips/Field Trips

- A. Extra trips definitions
1. Curriculum: trips which are part of regular programming and scheduled to occur at least once every two (2) weeks for a minimum period of three (3) months and occur prior to 5:00 p.m. These trips have the same general departure and drop off points. (Examples: C.B.I., pre-vocational, swim shuttle)
 2. Extra-curricular: trips which are not a part of regular programming, but occur during regular work day.
 3. Special trips: trips which start after 5:00 p.m. or on Saturdays or Sundays or which involve an overnight stay.

4. Emergency trips: trips which are unassigned within 24 hours of trip departure.

B. How assigned

1. Trips are assigned according to employee's availability, seniority, and current classification except in emergencies. All trip rotation lists will be visibly posted at each center.
2. Curriculum trips may be attached to routes and bid as part of the annual or summer bid or bid as a route segment as part of the on-going bid.
3. Extra-curricular trips shall be assigned in a separate rotation according to seniority and current classification of drivers and monitors who are assigned to the center of trip origin or at a nearby center, e.g. Parma Developmental Center and Parma Adult Activities Center drivers and monitors may be combined to have one rotation. Curriculum trips which have not been bid per paragraph 2, shall be assigned per this paragraph.
4. Special trips shall be rotated among all drivers and monitors on a system-wide basis in accordance with seniority and current classification.
5. Emergency trips shall be assigned to one of the next three (3) employees on the appropriate list. If not accepted, the trip may be assigned to anyone. A person accepting or refusing the emergency trip will not lose his or her place in the rotation.
6. Overnight trip accommodations will be provided by CCBDD.

C. Pay for extra trips will be to the nearest one-quarter hour of actual time.

D. Trips which are performed by bargaining unit members will be assigned on a rotation basis from the appropriate list in order of seniority, starting with the most senior driver and monitor and proceeding to the least senior driver and monitor. Drivers and monitors will be given a minimum of three (3) days notice of field trips. A driver or monitor who rejects the field trip assignment rotates to the bottom of the list.

1. Within twenty-four (24) hours of posting, the driver and monitor next in rotation for a field trip will advise the field trip coordinator, in writing, on a form of his/her acceptance or rejection of that trip.
2. Any driver or monitor who fails to return the form within twenty-four (24) hours, will be considered to have rejected that trip.

3. Any driver or monitor who has accepted a trip on the form three (3) times and then does not perform the trip will be removed from the rotation list for the remainder of the school year. Drivers and monitors will not trade places on the rotation list.
 4. Any driver or monitor who accepts a trip will be charged for it on the appropriate list. If for some reason a driver or monitor cannot take the trip after accepting it, he/she will be charged for that trip and placed at the bottom of the list.
- E. If the CCBDD cancels the trip with less than 24 hours notice, the employee will be paid the estimated hours for the trip.
 - F. An employee who is absent on the day of an assigned trip will go to the bottom of the rotation list.
 - G. An employee on leave of absence when he/she reaches the top of the rotation list will miss his/her turn and be placed at the bottom of the list. An employee on vacation when he/she reaches the top of the list will go to the bottom of the extra-curricular rotation list but will be passed over and remain at the top of the special rotation list.
 - H. An employee who has returned from vacation, sick leave or LOA within three (3) days of the trip will be passed over, but remain at the top of the list.
 - I. Trips will be assigned in the order received.
 - J. The CCBDD agrees not to subcontract the special trip(s) required on the Annual Sports Day.
 - K. The CCBDD agrees not to subcontract trips to amusement parks during the spring unless there are insufficient CCBDD resources available.
 - L. Employees must work the day before a weekend trip or the weekend rate will be straight time. Time worked includes advance noticed personal time, holidays, and vacation days.
 - M. Employees will be given first priority in the assigning of all trips. The CCBDD will provide to the President of the Union prior to subcontracting any trip information on the number of trips subcontracted and the reasons for the subcontracts. The Union President will be provided access to all trip records.

Article 16. Work Guarantees, Layoff, and Recall

- A. Except for a catastrophic or unusual situation which severely impacts CCBDD operations and/or finances, or in the event of a lack of funds for operations or lack of work, the CCBDD agrees to refrain from use of its layoff rights relative to the guaranteed work per paragraph C.
- B. If more than one midday route serving more than two children is reinstated at William Patrick Day ECC and/or Forest Hill Center all midday routes will be assigned to CCBDD employees.
- C. Whenever it becomes necessary to lay off employees, the employees in the classification affected shall be laid off in the inverse order of seniority under the following rules:
 - 1. The person with the lowest seniority in the classification affected shall be the first laid off. If further layoffs are necessary, the same procedure shall be used.
 - 2. A person laid off under paragraph 1 shall have the right to bump an employee in another job classification within the bargaining unit classifications on the basis of his or her system seniority; provided such employee is qualified for the job classification, as determined by the CCBDD.
 - 3. Per Article 5, Management Rights, the CCBDD will not subcontract to cause a layoff. In the event of a layoff, the CCBDD will refrain from subcontracting, as defined in Article 47, with private vendors for any transportation services to the dependent enrollee transportation system serving county owned centers between the hours of 5:00 a.m. and 6:30 p.m. A joint committee composed of two (2) representatives of drivers, two (2) monitors, and one (1) mechanic and up to four (4) management representatives will meet on a quarterly basis to discuss matters of mutual concerns including activities related to subcontracting of services. The parties do not wish that this formal committee will interfere with or cause delay in the communications that occur among supervisors and staff members on a daily basis.
- D. The Union will be provided at least thirty (30) calendar days notice of any layoff. Ten (10) working days prior to the effective date of layoffs, the CCBDD shall prepare and post for inspection in a conspicuous place a list containing the name, seniority dates and classifications, and indicate which employees are to be laid off. Each notice of layoff shall state the following:
 - 1. Reasons for the layoff or reduction.

2. The effective date of layoff.
 3. A statement advising the employee of his or her rights of reinstatement from the layoff.
 4. Employees shall be reinstated in reverse order of layoff. Reinstatement shall be made from this list before any new employees are hired in that classification.
 5. COBRA notice.
- E. If there is a layoff of twenty (20) or fewer employees effective on the same day, the CCBDD will pay the costs of the health care insurance for said employees for three (3) months after the calendar month during which the layoff occurred. This provision will not apply if there is a layoff involving twenty-one (21) or more employees effective the same date.
- F. Vacancies which occur in the classification of layoff shall be accepted or declined, in writing, within five (5) days by the employee standing highest on the layoff list before the next person on the list may be considered. Failure by the employee to respond, in writing, within five (5) days, shall be cause for removal from the reinstatement list.
- G. The employee's name shall remain on the appropriate list for a period of two (2) years from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all previous accumulated seniority and a notice of reinstatement shall be made by certified mail.
- H. The CCBDD shall provide the Union President with a written notification of all layoffs and recalls.

Article 17. Work Rules

- A. The work rules of the CCBDD and updates will be distributed to each employee and one (1) copy to the OAPSE Chapter and one (1) copy to the OAPSE Field Representative, in a timely manner.
- B. Any amendments to the work rules shall be discussed with the Union President or his/her designee prior to distribution to the bargaining unit and will be distributed five (5) days before the effective date of the amendment.
- C. Nothing in the work rules shall be contrary to the terms and conditions of this Agreement.
- D. The reasonableness of the work rules shall be subject to grievance and arbitration clause under this contract.

Article 18. Seniority

- A. The principle of seniority as hereinafter defined shall prevail. Seniority shall be defined as the length of time a regular employee has served in the transportation area providing service to clients of the CCBDD and serving in classifications covered by this bargaining unit as computed from the employee's most recent date of hire to perform transportation related services.
- B. Only regular full-time or regular part-time employees shall accumulate seniority.
- C. It will be the policy of the CCBDD to use seniority as the determining factor in permanently filling vacancies or in the assignment of work or work locations except as otherwise provided in this Agreement. In addition to this provision, the following provisions will apply:
 - 1. There will be maintained a seniority roster of employees in the bargaining unit.
 - 2. The seniority roster will at all times be available for review by the stewards at each location.
- D. Authorized leaves of absence shall not constitute an interruption in seniority, except as provided in Article 11, Work Schedule, and Article 32, Leaves of Absence.
- E. Employees leaving the OAPSE bargaining unit to seek other employment within CCBDD, will not lose, but will not accrue seniority if the employee is rehired into the bargaining unit within six (6) months.

Article 19. Disciplinary Actions

- A. An employee shall only be subject to discipline for violation of written rules and regulations of the CCBDD including rules incorporated in this agreement or violation of an appropriate statute of the Ohio Revised Code. No disciplinary action shall be taken except for just cause.
- B. The OAPSE field representative, the Union President and Vice President, shall be given advance notice and an OAPSE representative shall be entitled to be present at all conferences at which disciplinary action is reasonably foreseeable. Any employee shall be entitled to have a representative present at any stage of an investigation, if requested.
- C. Disciplinary actions, including written warnings, shall be grievable.
- D. Allegations/Complaints against an Employee: Before any disciplinary action is taken on a complaint/allegation against an employee, the employee will be given

an opportunity to respond to the complaint/allegation and/or to request that additional action be taken and additional information be provided by the administration with respect to the complaint/allegation.

- E. Supervisors shall have memoranda and/or warnings filed in the personnel file at Central Office within thirty (30) days of the incident (or the supervisor's knowledge of such incident) if such memoranda and/or warnings are to be considered with respect to any future disciplinary action. Employees and the Union President or designee will be notified, in writing, within thirty (30) days of any incident/violation, or within thirty (30) days of management's knowledge of any incident/violation. All written documents to be presented at the hearing will be provided to the CCBDD or the Union upon request at least 48 hours in advance of the hearing.
- F. Discipline shall be handled in a timely fashion. Discipline shall be rendered within thirty (30) days of any disciplinary conference.
- G. An employee will be disciplined by either his or her immediate supervisor, the General Manager of Transportation, the Director of Human Resources or his/her designee or a Supervisor in the Transportation Department's chain of command.
- H. Any suspension or termination for just cause shall be in writing with the designated dates of suspension or termination indicated in the notice.
- I. Disciplinary action shall be progressive and commensurate with the employee's offense, it being understood that certain offenses may lead to immediate dismissal as indicated by the Personnel Handbook. Verbal warnings shall not be recorded in the employee's personnel file.
- J. Termination of services must be preceded by investigation, completion of the due process procedure and possible suspension, with or without pay.
- K. No employee shall be disciplined without first having been given due process in accordance with the following procedure:
 - 1. Notice of allegations and conference - A written notice setting forth the allegations which, if substantiated could result in disciplinary action, shall be sent to the staff member and Union by regular, hand-delivered, or certified mail. Said notice shall include the time and place of the conference to discuss said allegations.
 - 2. Conference - The conference to discuss the allegations shall be attended by the employee, Union representative(s) and the supervisor sending the notice of allegations. Said conference will be held no sooner than five (5) days nor later than twenty (20) days following the employee's receipt of

the notice of allegations or at a time and place mutually agreed upon by the parties.

3. Notification of disposition - The employee and the Union shall be notified immediately by regular, hand-delivered, or certified mail of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

Article 20. No-Fault Attendance Policy

A. Statement of Policy

1. An attendance violation occurs whenever any of the following situations arise:
 - a. Except as provided below, an unpaid absence (full or one-half day) in a calendar year without authorized leave, not including suspensions, or
 - b. A partial tardy violation occurs whenever an employee is late for work by eight (8) minutes or more. An absence will occur when the employee is so late that work cannot be assigned. If practicable, work will be assigned when an employee is tardy by 15 minutes or more. Four (4) tardies in any four month period commencing January 1st or May 1st or September 1st will be an attendance violation, or
 - c. Three failures to call in an absence at least 15 minutes prior to scheduled work time, or two failures to call by route departure time, or one of each in a six month period.
 - d. Approved FMLA leave will be considered authorized leave per paragraph 1a. above.
 - e. No more than one attendance violation or one tardy can be charged against an employee in one day.
2. Consecutive absences of three (3) days to a maximum of ten (10) days will be counted a single occurrence if a physician's statement is provided. Consecutive two (2) day absences will be counted as a single occurrence depending upon the circumstances.
3. If an employee is injured on-the-job and is under the regular care of a physician, he/she may avoid an attendance violation for one (1) month from the date of injury, by taking the following steps:

- a. Notifying the employee's immediate supervisor within seventy-two (72) hours of the accident, and
 - b. Indicating when calling-in an absence that the absence is due to the on-the-job injury, and the date of the injury, or
 - c. Providing a detailed physician statement, and work release without limitation to the Director of Human Resources, prior to return to work.
4. In the event that an employee needs a leave of absence as a direct result of an on-the-job injury, he/she may be granted a leave of absence of at least three (3) days without providing 24 hours notice. All other leaves of absence will require at least 24 hours notice per Article 32, Leaves of Absence of this agreement. Absences during approved leaves of absence (with proper notice) will not be counted as attendance violations.---
 5. When an employee is attending a worker's compensation hearing, or when attendance at a juvenile, or domestic court proceeding, or as a witness in a criminal case as required by legal authority, the unpaid absence will not be counted as an attendance violation. (This exception does not apply if the employee is a defendant in any proceeding.) Should an employee have a no-fault violation as a result of a criminal charge and if the employee is determined to be "not guilty" in a criminal case, attendance violations will be voided, but no back pay will be owed.
 6. An employee may use sick leave to attend the funeral of a member of his/her immediate family, as defined in Article 27. D., Sick Leave. If sick leave is not used, an attendance violation will not occur. An election to use sick leave per this section may not be changed.
 7. With thirty-six (36) hours notice, employees will be permitted to use accumulated vacation time for the purpose of covering a period of illness without exhausting sick leave. Such emergency vacation will be permitted once per contract year with a minimum of three (3) days vacation leave to a maximum of five (5) days.
 8. The sequence of penalties in any twelve (12) month period is as follows:

First violation	:	Written warning
Second violation	:	One-day suspension
Third violation	:	Three-day suspension*
Fourth violation	:	Termination

*(Consecutive, if possible with a mandatory unpaid counseling session with an EAP representative during suspension days.)

- a. A third violation will be in effect for 12 months.
 - b. There will not be any variations of the above sequence of penalties, except that an employee will be permitted one (1) unpaid absence without violation during the first thirty (30) days after a return from a leave of absence of at least thirty (30) days.
9. A pre-disciplinary "right-to-respond" conference will be held with at least forty-eight (48) hours notice to the employee prior to any penalty per paragraph 8. More than one violation may be handled at a single pre-disciplinary conference, but the CCBDD must notify the employee of a possible violation in seven (7) work days or less of the occurrence. If a notice of a pre-disciplinary conference is not sent in seven work days or less, only one violation may be the subject of the pre-disciplinary conference.
 10. No reason for any absence or tardy other than specifically identified in paragraphs 3 - 7 will be considered in determining attendance violations.

B. Implementation

1. All transportation employees will be covered by this policy.
2. No violation per this policy will be counted towards the three major violations which result in possible termination for an employee per CCBDD Rules (see Employee Handbook).
3. If for three (3) consecutive working months after a violation, an employee has perfect attendance (no absences or tardies) and has no suspensions, one attendance violation will be removed from the employee's record. Employees may be given credit to negative step one under this provision.
4. Providing false information and/or other acts or omissions which frustrate the intent of this policy whether committed by the employee, or his/her supervisor, or any other CCBDD employee will be just cause for disciplinary action including possible termination depending upon the circumstances.

C. No-Fault Attendance Policy

1. The pre-disciplinary conference response letters for third and fourth violations will provide greater detail than the standard form letters that have been sent in the past.

2. The CCBDD will reconsider certain employees for reemployment six (6) months after termination date if the absences were beyond the employees control and the problems causing the absences have been resolved.
3. Any employee who, as of August 31, 2007, has no attendance violations, will be considered to be at step minus one (-1). There will be no penalty for the first violation which occurs during the life of this contract. This provision applies to one (1) violation only.
4.
 - a. An employee who has had twenty (20) or more absences with at least three (3) occurrences due to a work related injury in the 2006/2007 contract year will be eligible to participate in a buyout. The CCBDD will purchase the property rights to his/her position for an amount equal to six (6) months pay plus \$2,000.
 - b. To participate, an eligible employee must notify the CCBDD in writing by February 1, 2008. The employee may select a resignation date of any day from April 1, 2008 to June 1, 2008.
 - c. A notice to resign provided per paragraph 4b shall be irrevocable.
 - d. Payment of the lump sum shall be included in the employee's final paycheck with any additional sum owed to the employee.

Article 21. Motor Vehicle Accidents

- A. As defined in this contract, a motor vehicle accident is any occurrence involving a CCBDD owned or operated motor vehicle which results in death, injury or property damage.

There will be 4 categories of motor vehicle accidents:

Category I: Accidents which result in less than \$500 damages and no personal injuries.

Category II: Accidents which result in a minimum of \$500 and less than \$2,500 property damage and no personal injuries.

Category III: Accidents which result in property damage of \$2,500 or more and less than \$15,000 and/or personal injury damages of less than \$2,500.

Category IV: Accidents which result in \$15,000 or more in property damages and/or personal injury damages of \$2,500 or more.

- B. As defined in this contract, a preventable accident is any occurrence involving a CCBDD owned or operated vehicle which results in property damage, and/or personal injury, regardless of who was injured, what property was damaged, to what extent, or where it occurred, in which the driver in question failed to do everything he or she reasonably could have done to prevent the occurrence.

Within 21 calendar days of a motor vehicle accident, the Safety Department will send to the employee and the Union President written notice of its determination as to whether the accident was preventable or non-preventable. If the accident is determined to have been preventable and possible discipline warranted, the employee will receive due process per Article 19. Disciplinary Actions.

If at the time the notice of possible discipline is sent, CCBDD cannot determine the cost of the accident, after a true effort has been made to obtain and review all necessary records, the written notice will include an explanation as to why a determination of cost cannot be made. The discipline hearing will then be postponed to a limit of 14 days until such cost determination can be made. If the actual costs cannot be determined by the deadline, discipline will be based upon estimated costs submitted to the safety manager.

Disciplinary actions for preventable motor vehicle accidents will be determined in accordance with the point system outlined in this paragraph and the sequence of penalties outlined in paragraph C below. Points will be assigned to employees who are involved in preventable motor vehicle accidents as follows:

Category	Initial Accident	Any 2nd Accident In 24 Months	Any 3rd Accident In 24 Months	Any 4th Or More Accident In 24 Months
I	0 points	0 points	0 points	2 points
II	1- 2 points	2 points	4 points	4 points
III	2 - 4 points	4 – 6 points	6 points	8 points
IV	3 – 8 points	6 – 8 points	8 points	8 points

NOTE: Points assigned per this Article are for purposes of progressive discipline only. The points are unrelated to BMV points resulting from traffic violations/accidents.

- C. The sequence of penalties for point accumulation in any 2-year period will be as follows:

- 0 points : verbal counseling and possible retraining
- 1 point : retraining
- 2 points : written warning and unpaid retraining
- 4 points : up to 2-day suspension and unpaid retraining
- 6 points : up to 10-day suspension and unpaid retraining or possible demotion.
- 8 points : possible termination or demotion

- D. It is the responsibility of management personnel to investigate an accident and to conduct any pre-disciplinary hearing that may be necessary if appropriate. If there is a major accident, if possible, a Union representative will accompany the investigator(s) to the site to assist with the investigation. The Union representative may present a recommendation. The Union President will be notified immediately of all accidents.
- E. In the event of a dispute involving a major (Category IV) accident, the National Safety Council will be requested to review the issue of preventable/not preventable.
- F. Good driving records will be given consideration when assigning points for involvement in a Category III accident.
- G. A demotion will be considered prior to termination of any employee for accumulation of points from preventable accidents. A demotion resulting from 6 points or more will be for a period of six months to a maximum of one year. A demotion as a result of 8 points from a Category III or Category IV accident will be for 3 years.
- H. Accident Review Committee (ARC)
 - 1. The purpose of the ARC will be to review a motor vehicle accident in order to recommend measures to be taken to prevent a reoccurrence of the accident.
 - 2. The ARC will not participate in the disciplinary process. Reports of the ARC will not be used as evidence in the disciplinary process.
 - 3. The Accident Review Committee (ARC) will consist of four (4) management representatives including at least one (1) unit supervisor and four (4) Union representatives including at least one (1) mechanic. Each party will appoint two (2) alternates who may attend meetings when permanent members are unable to attend.
 - 4. ARC members and employees involved in an accident will be permitted to attend ARC meetings to review the accident. Meetings will be scheduled to cause the least amount of disruption to the operations as possible. This may involve having alternates attend instead of permanent members whose work schedules are in conflict with the ARC meeting.
 - 5. ARC members will be on paid status during meetings. Employees involved in the accident are permitted to attend meetings, but are not paid

to attend. If they have been released from work duty, they will not be docked for attending the meeting.

Article 22. Drug and Alcohol Testing

Both OAPSE and the CCBDD recognize that illegal drug usage and impairment due to alcohol are threats to the safety of our clients, employees and the public. The parties pledge to take the necessary steps to make the CCBDD a safe, drug free service operation. The goal of the drug and alcohol testing program is prevention and rehabilitation.

- A. A random drug and alcohol testing program which complies with federal law shall continue in effect for all employees who possess a CDL.
- B. Employees will be required to submit to a drug test and an alcohol test when any of the following occur:
 - 1. An accident occurred that involved the loss of a human life.
 - 2. The employee received a citation resulting from an accident or a vehicle has to be towed.
 - 3. A supervisor has reasonable suspicion that an employee is under the influence of drugs or alcohol.
- C. Prior to testing, an employee may reveal any prescription drug and supply a physician's statement within 72 hours. Consideration in the determination of potential work rule violation(s) will be given if the drug is properly prescribed.
- D. An employee who is required to take the incident driven test will be permitted to have a Union representative present during the testing. The Union representative shall not suffer any loss of pay.
- E. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in testing. All tests will be conducted using chain-of-custody procedures whereby all specimen samples are sealed, labeled and checked against the identity of the person being tested. Samples shall be stored in a secured and refrigerated atmosphere until tested.
- F. All testing procedures that are required by federal law shall comply with federal law. Tests will be analyzed by a NIDA certified laboratory.
- G. All employee testing time shall be paid at the employee's regular rate of pay.

- H. Employees who voluntarily reveal drug and/or alcohol problems, but have not been involved in an incident per paragraph A and have not been involved in other violations of the CCBDD's rules and regulations (other than drug and alcohol use), will not be disciplined for the drug and alcohol use and will be referred to the CCBDD's Employee Assistance Program.
- I. All information regarding drug testing results will be kept confidential and maintained in a separate health file.
- J. Employees retain all due process, rebuttal, and other civil and contract rights.
- K. OAPSE will be held harmless or indemnified for any loss resulting from a violation of any employee's constitutional, common law or statutory right that is directly related to this drug and alcohol testing plan.
- L. Any employee who works for CCBDD and holds a CDL will be included in the random drug testing.

Article 23. Personnel Files

- A. The personnel file of each employee will be maintained at CCBDD's Central Office and material not in the main personnel file will not be used in disciplinary action against an employee.
- B. Employees will be provided with copies of any written material to be placed in their personnel file within ten (10) work days of receipt or origin by the CCBDD. The employee shall be given the opportunity to respond, in writing, to any material. The employee's written response shall be attached to the material and included in the personnel file.
- C. Any written materials placed in a personnel file shall be signed by the author and dated.
- D. When a review is necessary for preparation for a disciplinary hearing, grievance hearing, arbitration or ascertainment of correctness of employee's pay, the employee and the Union representatives shall have the right to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports or records which were obtained prior to the employment of the employee involved.
- E. After a period of two (2) years from date of incident, derogatory material, except for DUI convictions, will not be utilized against an employee and may be removed from personnel file upon request. DUI convictions shall remain in the personnel file for 6 years.

- F. You may review your file on your own time during normal business hours. The first 25 copies of personnel file material requested in a 12 month period will be provided at no cost. More than 25 copies per 12 month period will be assessed a 5 cent per page fee.
- G. The CCBDD will notify the employee within three working days when a member of the public accesses his/her personnel file. Such notification shall include the person(s) name and organization, if any. The person(s) viewing the file will be informed that the employee is to be notified.
- H. As has been past practice, garnishments and/or letters from creditors will continue to be handled in a professional manner with respect to an employee's rights of privacy.
- I. To the extent that the CCBDD is not specifically required by state law to provide public access to a staff member's home address, home telephone number and social security number, the CCBDD and OAPSE Local 744 agree that this information shall remain private and confidential. The parties agree that these documents and this information shall be provided to any legitimate state authority upon request including any police, prosecutor, and/or court of law request or subpoena. In addition, the parties agree to attempt to satisfy any other public request, if possible, without compromising the privacy right(s) of the staff member.

Article 24. Performance Appraisals

- A. No evaluation of any employee shall be filed in the employee's personnel file without an opportunity for a discussion between the employee and the evaluator.
- B. An evaluation shall be based upon the actual performance of the employee.
- C. An evaluation shall be based upon the direct observation, investigation and/or knowledge of the evaluator.
- D. Negative evaluations will include recommendations for improvement. An evaluator shall provide specific recommendations in cases where warranted.
- E. The employee will have the right to review and respond to any derogatory evaluation in accordance with paragraph J (2) above.

Article 25. Holidays

- A. The CCBDD agrees to provide to all employees in the bargaining unit the following paid holidays if the employee was paid for the last scheduled work day before the holiday and the first scheduled work day following the holiday.

1. New Year's Day
 2. Martin Luther King Day
 3. President's Day
 4. Good Friday
 5. Memorial Day
 6. July 4th
 7. Four paid non-operational days during the July 4th shutdown.
(one for mechanics)
 8. Labor Day
 9. Thanksgiving Day
 10. Friday after Thanksgiving
 11. Christmas Eve
 12. Christmas Day
 13. New Year's Eve
 14. Three non-operational paid days during Winter Break for Mechanics.
- B. Holiday pay will reflect the actual scheduled work hours for the day of the week on which the holiday occurs.
- C. An employee who uses sick leave the last day before or the 1st day after a holiday, without submission of a physician's statement, will not be eligible for holiday pay. If this occurs during a multiple day holiday, the employee who does not submit a physician's slip shall lose only one day of holiday pay.

ARTICLE 26. Vacation – Bus Drivers and Monitors

- A. All full-time, twelve-month employees, shall earn vacation time on a bi-weekly basis while they are on paid status. Previous full-time work experience with one of the governmental units of the State of Ohio shall count towards an employee's years of service. Employees must send verification of same to the Human Resources Division of the CCBDD within six (6) months of initial hire date.
- B. Employees with the following years of service will earn the following amounts of vacation leave annually (if they work or receive pay for the entire year) and will be permitted to accumulate vacation to the maximum amount indicated as follows:

YEARS OF SERVICE	ANNUAL VACATION LEAVE EARNED	LEAVE ACCUMULATION
0 years > 1	5 days	15 days
1 year > 7 years	10 days	30 days
7 > 14 years	15 days	45 days
14 > 24 years	20 days	60 days
24 yrs or more	25 days	75 days

- C. Employees will be credited with their entire annual vacation leave as of September 1st each year. If one of the following anniversaries occurs during the years 7th, 14th or 24th, the employee will receive the additional five (5) days credited as of September 1st.
- D. Employees will not receive such credit that would exceed the maximum accumulation permitted. In such cases, any excess vacation leave is lost to the employee.
- E. Employees hired during the year shall receive a proportionate amount of vacation to the nearest one-half day at time of hire, but an employee without prior service credit may not use vacation for their first six (6) months of employment.
- F. If an employee resigns during the year, a proportionate amount of vacation leave will be deducted from his/her vacation leave account. If an employee is on unpaid status for ten days in any month, s/he will not earn vacation leave for that month and will have his/her balance reduced by that amount. If an employee does not have sufficient vacation leave accumulation or resigns so that he/she did not earn a sufficient amount to cover the vacation leave used, his/her pay will be docked or if pay is insufficient, the employee will be required to repay the CCBDD for any overage.
- G. If an employee resigns in an anniversary year (7th, 14th, or 24th) and does not work up to the anniversary date, five (5) days will be deducted in addition to whatever amount is deducted from his/her vacation leave account per paragraph F above.
- H. Employees will not be charged for a vacation day on a day that is designated as a holiday. Vacation pay will be at the same rate as regular pay. Vacation pay will be eight hours per day for full-time employees.

I. Employees will receive pay at current rates of pay for any unused vacation leave at time of separation. In case of death of an employee, any unused vacation leave will be paid in a final check, payable to the decedent.

J. Use of Vacation time (See M below)

K. Pay

1. An employee who has at least one (1) week vacation accrued may have up to five (5) days of pay in lieu of vacation leave per year. Vacation pay will result in overtime paid for the period of which it is paid.

L. Carryover of Vacation

Vacation leave may be accumulated and carried over for three (3) years.

M. Use of Vacation time

1. Freeze Periods

Vacation use for employees other than mechanical department employees will not be permitted during the week before and the week after start up for schools and adult activities centers in the fall to a maximum of two (2) weeks of freeze time.

2. October Vacation Bid

Employees, except mechanical department employees, may participate in the vacation bid. Participating employees will be required to bid at least one (1) vacation week as block in the vacation procedure. The number of available slots for each week will be identified in the bid documents. When conflicts arise, bids will be awarded on a seniority basis. A higher seniority employee may bid more than one (1) week and have all their vacation time bid approved prior to any week bid by a lower seniority employee. An employee must take vacation in accordance with the bid awards or may work during an approved week and receive additional vacation pay in accordance with paragraph C, of this Article. Employees may cancel a vacation bid under this paragraph with two (2) weeks notice to the CCBDD.

3. Other Vacation Use

- a. Employees must give one (1) week notice except in emergency situations. Requests for vacation must be directed to the General Manager of Transportation or his designee. Vacation approval or denial will be made within 48 hours of request. If requests are received on the same day, seniority will be the deciding factor at the end of the day. Vacation requests may be denied for operational reasons.
- b. An employee must bid at least 4 days of vacation on non-operational days each year unless he/she elects to cash in those days as set forth in Article 12 C. Any unused non-operational vacation days may be paid in June, upon request.
- c. Vacation leave may be used in lieu of sick leave to a limit of five (5) days for the funeral of a member of the immediate family.
- d. With 36 hours notice, an employee may use accumulated vacation leave during a period of illness without exhausting sick leave. The limit for such use will be one (1) time per contract year with a minimum of three (3) days vacation leave to a maximum of five (5) days. The employee will be required to provide the same documentation as provided for use of sick leave.
- e. The number of vacation slots for drivers and monitors for each day of operation will be six.

Article 27. Sick Leave

- A. Employees will earn 9 sick days (one sick leave day per month except April, July and November) if they are in paid status for at least sixteen (16) whole days (full-time or part-time) of the month. Employees will earn one-half day if they are paid for at least 8 whole days in a month.
- B. Employees will accrue one day per month, as specified above, as of the first day of the month. If the employee does not receive pay, per paragraph A above, the appropriate amount of sick leave will be subtracted from the total as of the 1st of the next month
- C. Sick leave may be used in whole days or up to ten (10) one half days. After the half day limit has been reached in a contract year, an employee with sick leave balance may use sick time only in full day increments. If the employee wishes to take a half sick day, a full sick day must be used to cover a half day's absence.

The employee will receive pay for a full sick day in addition to any hours worked on that day.

- D. An employee may request sick leave, provided he/she follows the notification and request procedures as required by CCBDD. Sick leave may be used for the following reasons:
1. Illness or injury of the employee;
 2. Illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;
 3. Exposure of the employee or member of his immediate family with whom he resides to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
 4. Death of a member of the employee's immediate family;
 5. Medical, dental, or optical examinations or treatment of employee or a member of the his/her immediate family when such appointments cannot reasonably be scheduled during non-work time; and
 6. Injury, illness, or disability related to pregnancy, childbirth, and/or related medical conditions.
- E. Immediate family will include spouse, domestic partner, children, parents, siblings, grandparents, grandchildren, mother in-law, father in-law, brother in-law, sister in-law daughter in-law, son in-law, legal guardian or other person who stands in the place of a parent (in loco parentis), or any other person related through blood or marriage living in the household. (See domestic partner side letter.)
- F. Unused sick leave will accumulate without limit. However, each employee may choose to convert not more than five (5) days of sick leave to pay one time per year upon request, if the employee has a balance of twenty (20) or more sick days prior to the transaction.
- G. The employee will be required to complete and file a sick leave form justifying sick leave use within (five) 5 days of return to work.
- H. A statement from a physician justifying the leave will be required if an employee requests sick leave for 4 consecutive work days.
- I. If medical attention is required for absences less than 4 days, a certification stating the nature of the illness from a licensed physician is required to justify the use of sick leave. Falsification of either the written signed statement or the physician's statement will be grounds for disciplinary action including termination.
- J. An employee will not be disciplined for the legitimate use of sick leave.
- K. An employee will be paid for the whole day without use of sick leave on a day

he/she becomes seriously ill or injured while at work and is transported to a hospital or medical treatment facility.

- L. Questionable Use of Sick Leave: Sick leave is intended to provide a benefit against lost wages and is not intended to supplement vacations or personal leave or for any other purpose. Employees should not use this benefit for anything other than appropriate reasons.

Article 28. Sick Leave Transfer

- A. In the event of a life-threatening, catastrophic illness or injury to the employee or member of his/her immediate family, which is documented to the satisfaction of the Director of Human Resources and the Union, sick leave transfers in accordance with this article will be permitted.
- B. Those persons eligible to transfer sick leave (transferors) shall include any administrator or staff member (bargaining unit member) who has twenty (20) days of sick leave accumulated prior to the transfer.
- C. Transferors may be permitted to transfer up to three (3) days per year, but may make only one (1) transfer to one (1) person per year.
- D. Sick leave days received in the transfer shall be converted in value to the transferee's daily rate.
- E. Transferees must exhaust all their own sick leave, personal leave, and vacation leave prior to receiving transferred sick leave.
- F. The transferee may not receive sick leave that would exceed 75% of his/her regular work days in any pay period.
- G. In any calendar year, the transferee cannot receive total transferred sick leave in excess of ninety (90) days.
- H. All transfers shall be documented in writing on the CCBDD Sick Leave Transfer Form.
- I. All matters pertaining to the medical information of the transferee and other matters relating to the transfers shall be kept confidential to the extent possible.

Article 29. Personal Days

- A. Employees who have been paid for 220 days per year as of September 1, including unpaid absences due to a work-related injury shall earn three (3) personal days in the subsequent year to be credited as follows: September 1st, one (1) day; November 1st, one (1) day, April 1st, one (1) day.

- B. Other employees, except those newly hired (or returning from leave of absence when first work day in the contract year is January 1st or later), shall earn one (1) personal day to be credited on September 1st and one (1) day to be credited on November 1st.
- C. Newly hired employees, hired on or before April 1st, shall earn one (1) personal day to be credited on the first work day. If the first work day is after April 1st, no personal days are earned.

An employee returning from a leave of absence whose first work-day is January 1st to April 1st shall earn one personal day per year to be credited on the first work-day. If the employee returns after April 1st, he/she shall not earn any personal day.

- D. Employees may use personal days for any reasons but no more than 5% of the employees at any center may use personal leave on a single day except with emergency requests the limit shall be 10% on any single day.
- E. An employee shall give 36 hours notice of a personal day except in case of emergency. In an emergency, the employee must give at least 15 minutes notice.
- F. Unused personal days may be accumulated up to two (2) years. An employee may elect to convert two (2) unused personal leave days to full pay at anytime during the year.
- G. Any unused personal day as of August 31st may be converted to full pay upon request with the computation to determine the amount paid being the hours as of November 1st times the rate of pay as of August 31st.
- H. Advance notice personal day will be considered time worked for purposes of computing overtime.

Article 30. Assault Leave

- A. An employee may receive up to five (5) days of paid leave twice per contract year to be taken within 30 days of the date of the assault.

Assault leave shall not be deducted from sick leave and shall not disqualify an employee from attendance bonuses. Assault leave may be taken in full or half day increments. An employee cannot receive compensation from the Ohio Bureau of Worker's Compensation for the days paid per this section except that a medical claim only may be filed. An employee will not be drug tested as a result of an assault. In-Service trauma training shall be made available to employees.

- B. In order for assault leave to be granted the following conditions must be met:
1. The injury must have been sustained as a direct result of a client attack on CCBDD property and/or during CCBDD business activity, and
 2. The employee's immediate supervisor or designee must be notified as soon as possible of the assault.
 3. The employee must provide written documentation of the injury and must seek medical treatment from the CCBDD physician within 72 hours of the incident. In the event of a dispute on injury, the employee may seek an opinion from a physician approved by the CCBDD, and
 4. The employee must be unable to work as determined by the CCBDD physician, or if dispute on injury the employee may seek an opinion from a physician approved by the CCBDD.
- C. Regardless of whether an employee exercises the leave above, the CCBDD agrees to pay up to \$250.00 per occurrence for eyeglasses or hearing aids which are damaged by a client with proper documentation. Additionally, the employer agrees to pay up to \$40.00 per occurrence for damages to an employee's clothing, watches, etc. which are caused by an enrollee. Incidents involving such damages must be documented immediately or reimbursements will be denied.

Article 31. OAPSE Leave

- A. The Union President and two (2) other employees to be selected by the Union will receive up to three (3) days paid release time to attend the OAPSE annual conference.
- B. The Union President will be provided one (1) day paid release for the OAPSE Biannual Presidents Conference.
- C. The Union President and two (2) other employees to be selected by the Union will receive one (1) day paid release time to attend the OAPSE Biannual Training Program.

Article 32. Leaves of Absence

- A. Family and Medical Leave (FMLA)
1. FMLA leave will be approved for the following reasons:

- a. An employee or his/her spouse gives birth to a child. The period of recovery that will typically last from four to eight weeks after normal childbirth, or longer if there are complications will also be approved.
 - b. The employee adopts or receives foster care placement of a child. FMLA for paragraphs A & B must be taken within twelve months of the birth or placement of the child.
 - c. The employee must care for a spouse, child, or parent who has a serious health condition.
 - d. The employee has a serious health condition that makes him/her unable to perform the functions of his/her position.
2. Serious health condition means an illness, injury, impairment or physical or medical condition that involves inpatient care in a medical facility for at least three days or involves continuous medical treatment by a health care provider.
 3. FMLA leave will be granted as provided above for a period not to exceed twelve weeks in any annual period commencing with the first day of FMLA absence (whether paid or not paid). Paid leave (sick, vacation, and/or personal) must be used during an FMLA leave until the employee has no more than 10 paid days accumulated. FMLA leave will not be approved beyond twelve weeks per annual period.
 4. Request for FMLA leave must be made in writing on the CCBDD FMLA Leave Form. The medical certification for this leave must be attached to the form. The FMLA leave form must be filed as soon as possible, but no later than two (2) days after return to work from the leave of absence.

B. Medical Leave

The CCBDD may grant an employee an unpaid medical leave of absence to a maximum of two (2) years including FMLA leave time per paragraph A. An employee will not accrue seniority after one (1) year on unpaid medical leave, except when the Cuyahoga County Commissioners appeal a worker's compensation claim and loses, the employee will have his/her seniority reinstated for any time lost during the appeal process. However, before seniority can be reinstated, the employee must provide supporting documentation to CCBDD and the Union President.

C. Military Leave

The CCBDD will grant up to five (5) years military leave during service in the United States Armed Forces. Members of the National Guard or other reserve components of the Armed forces of the U.S. are entitled to a leave of absence without loss of pay for such time as they are on field training or active duty for periods not to exceed 31 calendar days in any calendar year. Staff members must request military leave in writing and submit an order or statement from the appropriate military commander as evidence of such duty.

D. Personal Leave

1. The Director of Operations and Transportation and the Director of Human Resources may approve an unpaid leave of absence for a minimum of two (2) weeks to a maximum of one (1) year for significant personal problems which prevent an employee from working effectively. No more than one personal LOA per year will be approved.

Personal leave may also be used to pursue education or training which will benefit the program.

2. An employee will not accrue seniority for actual time up to two (2) months during an unpaid personal leave of absence. Beyond two (2) months, employees will accrue seniority.
3. An employee cannot seek other employment without prior approval.
4. Notice of at least twenty-four (24) hours is needed for a personal LOA.

E. Return from Leave - Drivers and Monitors

1. Employees on unpaid LOAs of 20 days or more (40 days or more for child rearing) will not retain any right to their bidded routes. If an employee works less than twenty days between LOAs more than once in a contract year, the total of both LOAs related to the second occurrence will count towards the limits of this provision and paragraph E5.
2. Employees will not be permitted to bid in the on-going bid during his/her LOA unless he/she is returning to work on or before the first day of operations affected by the on-going bid.
3. Employees will not be permitted to bid at the annual or summer bid unless he/she is returning from LOA at least one week prior to the first day of operations affected by the annual or summer bid.

4. Employees on unpaid leaves of absence for work-related illnesses or injuries will have bidding rights restricted per paragraphs E1-3 above, but will retain the right to a position with the same or greater standard hours as the employee had when the leave of absence occurs. If the leave extends beyond the annual bid or summer bid, the employee will be guaranteed the hours available at the point that the employee would have bid. The hours guaranteed in this paragraph (E4), will only remain in effect until the first on-going bid in which the employee could have been successfully awarded a position with same or greater hours in the same classification.
5. Employees returning from leaves of absence of twenty (20) days or more (forty (40) days or more for child rearing) will be returned to a position in the same classification, if he/she has retained proper licensure, with a minimum guarantee of six (6) hours work per day for full-time employees (school year), or if the leave extends beyond the summer bid, the same hours (and classification) that would have been available at time of bid. If an employee works less than twenty days between LOAs more than once in a contract year, the total of both LOAs related to the second occurrence will count towards the limits of this provision and paragraph E1.
6. Employees who are on leave of absence for more than three (3) months shall provide one week notice of their intent to return.
7. Employees whose certification expires while on leave of absence must provide at least one week notice of their intent to return.
8. CCBDD will provide notice of certification expiration date for any employee on a leave of absence of more than two (2) months.

F. Return From Leave - Mechanical Department

These employees shall provide one week notice to the CCBDD, except if permitted to return sooner by the Director of Transportation.

G. Work Permit

In the event that an employee is returning to work from a maternity leave or a leave due to an illness or injury, he/she must have a physician's statement filed in the personnel office at least one week prior to the return to work. The physician's statement must not indicate that the employee has *any restriction* that prevents the employee from performing the full scope of the job. In the event that a restriction is indicated, the CCBDD may consider a reasonable accommodation.

Article 33. Mechanical Department

A. Bidding

1. Bidding on work schedules will occur once per year at fall bid. The bids will take place two weeks prior to start ups. In addition, a general rebid will occur in the event of a permanent vacancy, or if a realignment of mechanics is necessary and may occur in the event of a leave of absence. An employee who is placed on a leave of absence more than once per year, will not be permitted to have a general rebid after return from leave of absence on the second occasion.
2. A shift schedule will be posted at least five (5) days prior to a bid. The Fleet Manager or his/her designee will contact all employees by telephone or in person.
3. Selection of assignments will be made on a seniority basis, except that the Fleet Manager or his/her designee may adjust the assignment of not more than two (2) employees if the work experience of the bidders does not meet the requirement of the assignment(s), or an employee loses his/her CDL.
4. Prior to making adjustments per paragraph A4, the Fleet Manager or his/her designee will meet with the affected mechanics and their OAPSE representatives and give them reasons for the change(s). Affected mechanics may grieve the changes in assignments if made.
5. Bid awards or assignment change notifications will be made at least five (5) work days prior to the effective date of the new schedule.
6. If bidding, or bid awards, or change notifications occur without the proper notice, the Union shall have the option of having the bid declared invalid and have a rebidding occur with the proper notice. Also, an individual employee may have the right to additional relief due to a specific problem related to the delay.

B. Temporary Assignments of Non-probationary Employees

1. The Fleet Manager or his/her designee will provide five (5) work days notice of a temporary change of assignment for scheduled absences.
2. The Fleet Manager or his/her designee may make up to six (6) temporary assignment changes per employee per year (not including probationary employees) provided the changes are made at the same work site.

3. There shall be a limit of thirty (30) workdays per employee per year (not including probationary employees).
4. If any non-probationary employee receives temporary assignment changes which exceed the limits of paragraphs B2 or B3, he/she shall receive an additional \$10 per day for each day which exceeds the limits.

C. Overtime Rotation

All daily overtime shall be assigned according to seniority in rotation, unless it is a continuation of the employee's work shift. All Saturday field trips and weekend overtime shall be assigned according to seniority in a rotation. Mechanical department employees can be called in early whenever possible for cause. Two (2) mechanics will be assigned for up to two (2) special sports days per year, i.e., weekend sports events that require four (4) or more buses transporting clients to the event. The overtime rotation records shall be available for inspection in the fleet supervisor's office. Overtime offered with less than four (4) hours notice and refused, will not be charged against the employee in the overtime rotation.

D. Twelve-month Employees

All mechanical department employees are considered to be twelve-month employees. They shall not be subject to layoff except as provided in Article 16, Work Guarantees, Layoff, and Recall of this Agreement.

E. Tools and Clothing

1. CCBDD agrees to furnish special tools and test equipment specified by the OEM as necessary to perform troubleshooting and maintenance functions. Included in the special tools list are:
 - a. Special pullers, drivers, and installation tools
 - b. Precision measuring instruments
 - c. Air conditioning test equipment and tools
2. CCBDD shall provide oversize tools included in the oversize tools list are:
 - a. Open end wrenches, beyond 1 1/4"
 - b. 3/4" drive impact wrench
 - c. 3/4" sockets and wheel nut sockets
 - d. Drill bits beyond 1/2", 1/16" – 1/2" and oversize
 - e. 1/2" drive sockets beyond 1 1/4"
3. The CCBDD shall provide tap and die sets and all shop equipment necessary to perform the maintenance and repair of the CCBDD vehicles.

4. CCBDD shall provide safety glasses, goggles, gloves or shields to each mechanic as needed. The mechanic shall turn in the damaged safety glasses, goggles or shield to be eligible for a replacement.

5. Tool Allowance

The CCBDD shall reimburse each mechanic for up to \$700 for new tools and tool repair per year. There shall be a limit of twice per year that a mechanic may submit expenses for reimbursement.

6. Safety Shoes

Each employee will be provided with one pair of CCBDD approved safety shoes per year or will be reimbursed for one pair of approved safety shoes per year to a limit of \$120 per year.

7. Mechanics Uniforms

Mechanics will be provided 6 changes of uniforms per week and 2 jackets. Employees will be responsible for uniforms lost or damaged outside of work activity. The CCBDD will reimburse mechanics and Inventory Specialists up to \$100 for foul weather gear during the life of this agreement. The winter coat will be purchased by the employee.

F. Light Duty

A mechanic working alone will not be required to perform maintenance under a vehicle on jack stands. Each mechanic will not be required to perform a maintenance function that would normally require the assistance of a second mechanic. A supervisor, or foreman can assist a mechanic who otherwise would be working alone. In addition, a mechanic will not be assigned as the only employee in any CCBDD facility.

G. Tool and Tool Box Insurance

If a mechanic loses his tool box and/or any tools which are listed on the mechanic's tool inventory list as filed with the CCBDD, by theft or by damage due to accident, fire, or acts of God at the CCBDD garage or while doing CCBDD work off site, the CCBDD shall replace the box and/or tools with item(s) of like quality. There shall be a \$150 deductible paid by the employee for such loss.

H. Preparation and Clean Up Time

1. A mechanic will have five (5) minutes at the start of the shift provided he is on time (0 minutes late) to prepare for work. The employee will lose

preparation time to the extent that he is late for work. However, there is no attendance violation except as provided in Article 20, No-fault Attendance.

2. Personal clean up time of ten (10) minutes shall be provided at the end of each shift.

I. Shift Differential

1. Employees whose regular work shift begins at 12:00 noon or later shall be paid fifty (50) cents per hour differential for the entire shift.
2. Employees whose regular work shift begins at 4:00 p.m. or later shall be paid sixty (60) cents per hour differential for the entire shift.
3. Employees whose regular shift begins from 11:00 p.m. to 5:00 a.m. shall be paid a seventy (70) cent per hour differential for the entire shift. (See Article 34, Pay and Allowances, paragraph K).

J. Break Time and Lunch Period

Mechanics and Inventory Specialists shall be entitled to two (2) paid fifteen (15) minute breaks per day. An unpaid thirty (30) minute lunch break shall be scheduled as part of the regular work shift.

K. In-service Days and Approved Training

1. Mechanics and Inventory Specialists shall be scheduled to work or be scheduled for training on in-service days. If Mechanics or Inventory Specialists go to in-service training and the class is five (5) hours or more in duration, they are not required to go back to the garage, and will get paid for eight (8) hours.
2. Paid release time for appropriate technical training approved by the fleet manager or his/her designee will be granted if operational needs permit and if a qualified temporary employee is available, to a limit of 8 hours per day and 32 hours per year. If the technical training is out of county, the mechanics will receive mileage reimbursement for travel, but not paid travel time.

Mechanics and Inventory Specialist shall be reimbursed for costs of approved training per CCBDD limits to a maximum of \$125 per day.

3. Mechanics and Inventory Specialists will be paid while training. However, training time will not be considered "actual work" for overtime purposes.

4. All mechanical department employees will be provided at least eight (8) hours of technical in-service training per contract year. A committee will be formed, made up of the supervisor and two mechanics, to research job related training available in the area.
5. For technical training approved by the fleet manager or his/her designee which occurs during non-work hours, a mechanic will receive his/her regular hourly rate of pay to a maximum of 24 hours per year. The mechanic will not receive any other reimbursement (cost of the training or expenses) if he/she receives hourly pay.

L. Non-operational Days

On non-operational days, schedules may be changed with five (5) days notice.

M. Early Call-in

Mechanic department employees may be called into work early on severe weather days, or as needed, by no more than sixty (60) minutes prior to their regular schedule. Employees called in under these conditions will not have their normal, eight (8) hour work schedule reduced unless agreed to by the employee.

N. Calamity Day

Mechanics unable to report to work on a calamity day due to circumstances beyond their control may be given an excused absence for the day. If an excused absence is granted, mechanics will be required to make up their work time within twenty days of the absence. Excused absences of this nature will not count in the no-fault attendance policy.

O. A.S.E. Certification

1. Mechanics and Inventory Specialists will be reimbursed for the cost of registration fee and test fees, if the test is passed.
2.
 - a. Mechanics will receive a \$40 bonus for passing each test -- eight (8) heavy duty truck and eight (8) automotive, and any eight (8) school bus.
 - b. Inventory Specialists will receive a \$40 bonus for passing the part control specialist test.
3. Mechanics shall receive a one-time \$135 bonus upon achievement of Master Technician status.

P. Commercial Driver's License - Mechanical Department

All Mechanics and Inventory Specialists are required to possess a Commercial Driver's License (CDL). If an employee loses his/her CDL or loses driving privileges per insurance requirements for up to twelve (12) months, he/she will be permitted to work, but will receive a pay reduction of 10% during the non-driving period.

Q. Physical Exam -- Mechanical Department

All mechanics, if required by law, must pass the annual T-8 physical exam. If a mechanic fails to pass the physical, but is not restricted from performing duties other than driving, he/she shall be permitted to work without loss of pay for 15 days. If the employee has restrictions in non-driving duties and a reasonable accommodation for light duty cannot be made, he/she will not be permitted to work, but will be placed on paid administrative leave for up to ten (10) days, following which the employee may be eligible for the benefits set forth in Article 35 Disability Pay.

R. Vacation -- Mechanical Department Employees

1. Vacation Earned

- a. Full-time mechanical department employees shall earn vacation leave on a bi-weekly basis, i.e. one twenty-six (1/26) of total earned per year is earned each pay period, commencing with the date of hire.
- b. Vacation is earned only while the employee is in paid status.
- c. The amounts of vacation earned will be as follows:

Years of Service	Annual Rate
0 > 7 years	10 days
7 > 14 years	15 days
14 > 24 years	20 days
24 yrs. or more	25 days

2. Vacation Credit

- a. All annual vacation to be earned in that contract year shall be credited to mechanical department employees on September 1.

- b. In the first year of employment, or upon return from unpaid leave of absence, the employee will be credited with the amount to be earned for the remainder of the contract year.
- c. In the event that an employee is in unpaid status, a prorated portion of vacation leave will be deducted from his/her vacation leave balance. If a negative balance occurs, deduction will be made in the next paycheck.
- d. Employees who are separated from employment during the contract year will have their final vacation balance determined per paragraphs 2 and 3 above. If the employee has accrued vacation he/she will receive vacation pay. If a negative balance occurs, a deduction will be made from the final paycheck.

3. Pay

- a. An employee who has at least one week vacation accrued may have up to five days of pay in lieu of vacation leave per year. Vacation pay will not result in overtime paid for the pay period in which it is paid.
- b. Vacation pay shall be calculated at eight (8) hours or actual hours.

4. Carryover

Vacation leave may be accumulated and carried over for 3 years.

5. Use of Vacation time

- a. Vacation use for mechanical department employees will not be permitted during the week prior to and the week of State inspection of the buses.
- b. July Vacation Bid
 - 1. If a mechanic desires to participate, he/she will be required to bid at least one week as a block (Monday-Friday) at the July bid.
 - 2. Other than the freeze period per paragraph 5a. there will be one vacation slot available per week.
 - 3. Available vacation slots will be posted at the July bid. Bids will be awarded on a seniority basis. A more senior mechanic will have the opportunity to bid and have approved

his/her available vacation time prior to a less senior mechanic's bid. Mechanics may turn in their vacation bid requests prior to the bid with the use of the proper vacation request form. At the bid, such requests shall be considered in seniority order.

4. Any cancellations of July vacation bid must be in one week blocks.
 5. Available vacation slots posted will include the weeks between September 1st and August 31st of the following contract year with the exception of the 2 week freeze period for State inspections.
 6. No vacation leave requests for the contract year will be approved until the July vacation bid is completed.
 7. Beginning with the day after completion of the July bid, mechanics may put in for vacation on a first come, first served basis, based upon available slots. Seniority will prevail for requests submitted on the same day.
- c. Employees may cancel a vacation request under this paragraph with two weeks notice to the CCBDD.
- d. Other Vacation Use
1. Employees must give one (1) week notice except in emergency situations. Employees must give 36 hours notice in emergencies and may use up to five (5) days emergency vacation per year per Article 20, No-Fault Attendance Policy. Vacation leave must be used in whole days except in emergency situations. The part of a day not used in an emergency vacation will be paid. Mechanical department employees may use vacation leave in one-half day minimum increments. Vacation requests for the work days of winter break may not be submitted prior to July 1st.
 2. Vacation leave requests may be denied for operational reasons. Vacation requests will be approved as much as six (6) months in advance.
 3. Requests for vacation must be directed to the Fleet Manager or designee. Vacation approval or denial will be made within

72 hours of request. If requests are received on the same day, seniority will be the deciding factor at the end of the day.

S. Union Meetings for Mechanics

Mechanics who work evening hours may adjust their work schedules in order to attend Union meetings, with prior notification to the fleet manager or his/her designee.

T. Lead Mechanics

The Lead Mechanic position shall be rotated among those on the Lead Mechanic Rotation Chart. The Lead Mechanic will perform the duties of the position in the absence of the supervisors and/or on an as needed basis as determined by Management. The duties and responsibilities of the position are set forth below and in the position description.

1. The parties agree to permit the assignment of a mechanic(s) to be lead mechanic in accordance with the following provisions.
2. The lead mechanic shall have the following responsibilities during the absence of supervision the fleet supervisor and at other times designated by management:
 - Distribution of work assignment from management
 - Direction of the work of others
 - Data entry and recordkeeping
3. A lead mechanic will perform all the regular duties of a mechanic as well as the duties of lead mechanic.
4. Management will have the sole discretion to select and to replace lead mechanics.
5. A lead mechanic will be paid 10% of his hourly rate plus his hourly rate for all hours worked as a lead mechanic (110%).
6. The lead mechanic will be required to work overtime when needed to work on behalf of management and as part of the regular rotation of overtime for mechanics. Management will continue to rotate overtime for mechanics which shall include the lead mechanic.
7. A lead mechanic will not be required to discipline co-workers.

8. A lead mechanic may resign his assignment as lead mechanic at anytime without any penalty.
9. The lead mechanic will take direction from management.
10. While the lead mechanic will not be a bid assignment, a lead mechanic will have to bid his shift choice.
11. If a lead mechanic is replaced, seniority will prevail to fill the open slots.

Article 34. Pay and Allowances

A. Regular Rate of Pay

The regular rate of pay for each position will be in accordance with the rates established for each class as provided in Article 34A. Wages.

Former employees who are newly-hired, part-time employees may be placed up to 80% of the top wage for the employee's position after rehire. Current employees who bid on part-time positions will remain at their current hourly wage.

B. Longevity Pay

Employees will receive a thirty (30) cents per hour pay increase commencing on the first day of the pay period after they have reached twenty (20) years of service with CCBDD or CCBDD transportation services.

C. Paychecks

1. Employees will be paid on a bi-weekly basis. Regular paychecks will be itemized to include all deductions.
2. All paychecks will be issued by direct deposit. Employees must choose a banking institution from the group approved by the Cuyahoga County payroll department.

D. Paycheck Errors -- Payroll Error Insurance Fund

Any errors in the paycheck will be corrected in the next paycheck or, if the County Auditor permits, prior to the next pay day.

The parties agree to the current practice of the county auditor which allows for timely corrections of payroll errors. If the CCBDD needs to use its own account

to make the timely corrections, the employee will be required to repay the CCBDD on the next payday, no exceptions.

E. Check-in

Upon reporting for work each employee will punch in at the time clock and report in to the office. Each employee will be responsible for punching his/her own time card. Time cards will not be punched by other employees nor by management personnel.

F. Extra Minutes

In the event an employee's work time exceeds the scheduled time by fifteen (15) minutes or more, the employee shall be paid in fifteen (15) minute increments for all extra time worked. In the event an employee is tardy fifteen (15) minutes or more, the employee's time and pay shall be adjusted by fifteen (15) minute increments.

G. Overtime

Except as otherwise provided herein, all overtime hours as defined in this section will be compensated at a rate of pay equal to time and one-half (1 1/2) the regular rate of pay of the employee for work performed or permitted. Overtime is defined to include any time actually worked which exceeds forty (40) hours in any calendar week. Holidays and vacation days and advance notice personal days will be computed towards the forty (40) hours work week.

All hours worked on Saturday and/or Sunday will be paid time and one half the regular rate of pay. All hours worked on holidays will be paid at time and one half plus the holiday pay.

H. Minimum Call-in Time

Any employee called in to work on a day when the employee is not scheduled to work will receive a minimum of two and one half (2 1/2) hours pay at the appropriate rate of pay under this Agreement.

I. Standby Time

All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement. When an employee is required to remain on site, it will be considered standby time.

J. Pay Increases

Employees who are paid for 120 days or more in the prior contract year will receive a full pay increase. Employees who are paid for less than 120 days in a contract year will receive one-half of the regular increase. Wage increases will be effective September 1.

K. Shift Differential

Employees whose regular work shift assignment begins after 1:30 p.m. will be paid forty (40) cents per hour differential for the entire shift. Employees whose regular work shift assignment begins 4:00 p.m. or later will be paid fifty (50) cents per hour differential for the entire shift. Employees whose regular shift begins from 11:00 p.m. to 5:00 a.m. will be paid a sixty (60) cent per hour differential for the entire shift.

L. Demotions

1. In the event of a demotion from driver to monitor, the employee's route will be held open for up to four (4) months or to the summer or annual bid, whichever is sooner.
2. The employee will be assigned to a monitor route, but is guaranteed that route time will not be reduced by more than one (1) hour.
3. If the employee bids on a monitor route during the demotion period, the guarantee in paragraph 2 is lost.
4. Unless the demotion is a permanent demotion, the classification of driver is retained.
5. If a demotion is greater than four (4) months the available route will be posted immediately. If the annual or summer bid occurs within the demotion period, the employee will bid as a monitor.
6. If a demotion is greater than four (4) months, at the expiration of the demotion period and upon completion of retraining, the employee will be assigned to either a driver or a monitor position at driver's pay (with no more than a one (1) hour route time reduction) or the employee may retain the current monitor assignment at monitor pay and actual hours.
7. If the demotion is less than four (4) months, but the annual or summer bid occurs within the demotion period, the employee may bid on a driver position, but will be assigned to a monitor's position with the paragraph 2 guarantee for the remainder of the demotion period.

Article 34A. WAGES

- A. The starting base hourly wage for each of the following positions will be as follows:

<u>Position</u>	<u>Contract Year</u>	<u>Hourly Wage</u>
Bus Driver	2012-2013	\$14.21
	September 1, 2013	\$14.50
	September 1, 2014	\$14.79
	September 1, 2015	\$15.09
Monitor	2012-2013	\$11.95
	September 1, 2013	\$12.19
	September 1, 2014	\$12.43
	September 1, 2015	\$12.68
Mechanic	2012 – 2013	\$25.00
	September 1, 2013	\$25.50
	September 1, 2014	\$26.01
	September 1, 2015	\$26.53
Driver Trainer	2012–2013	\$25.20
	September 1, 2013	\$25.70
	September 1, 2014	\$26.21
	September 1, 2015	\$26.74

- B. The maximum base hourly wage for each of the following positions will be as follows

<u>Position</u>	<u>Contract Year</u>	<u>Hourly Wage</u>
Bus Driver	2012-2013	\$23.59
	September 1, 2013	\$24.07
	September 1, 2014	\$24.67
	September 1, 2015	\$25.28
Monitor	2012-2013	\$19.76
	September 1, 2013	\$20.16
	September 1, 2014	\$20.66
	September 1, 2015	\$21.18
Mechanic	2012-2013	\$30.61
	September 1, 2013	\$31.22
	September 1, 2014	\$32.00
	September 1, 2015	\$32.80

Position	Contract Year	Hourly Wage
Driver Trainer	2012-2013	\$25.29
	September 1, 2013	\$25.80
	September 1, 2014	\$26.86
	September 1, 2015	\$27.53

- C. Employees who are paid for 120 days in a contract year will receive a base hourly wage increase as of September 1 of the next contract year as follows:

2012-2013: 2.0%
September 1, 2013: 2.0%
September 1, 2014: 2.5%
September 1, 2015: 2.5%

- D. Employees who are paid for less than 120 days in a contract year will receive a base hourly pay increase as of September 1 of the next contract year as follows:

2012-2013: 1.5%
September 1, 2013: 1.5%
September 1, 2014: 2.0%
September 1, 2015: 2.0%

- E. Dual classified employees will have two hourly rates. They will be paid in accordance with their assignment. Monitors, who become dual classified during the term of this agreement will be paid at an hourly wage of 119% of their monitor wage as their wage when performing bus driver duties.

- F. Any employee as of September 1, 2007 whose pay is below the minimum (after the September 1, 2007 increase) will be placed at the base hourly rate plus 1%.

- G. Longevity pay increases are \$.31 to \$.33 cents per hour during the term of this agreement. Longevity pay shall be changed as follows:

September 1, 2013: \$.36
September 1, 2014: \$.39
September 1, 2015: \$.43

Note: Current Mechanics grandfathered with respect to this provision.

- H. Miscellaneous

On January 1, 2015, members of the bargaining unit employed as of January 1, 2013 will receive a payment of \$300.00.

I. Signing Bonus

Within thirty (30) days of ratification of this successor agreement, employees employed as of January 1, 2013 will receive a signing bonus of \$300.00.

Article 35. Disability Pay

A. If a permanent employee is ill or injured and unable to perform his/her job, then he/she may be eligible for disability pay. The following conditions shall apply.

1. The employee must provide a physician statement which verifies the illness/injury and which indicates that the employee is unable to work. The CCBDD shall have the option of having the employee examined by a CCBDD physician at no expense to the employee. The decision of the CCBDD physician, if medical opinions differ, shall be final.
2. The employee must be unable to perform his/her job regardless of any reasonable accommodation and must be unable to perform any job in the bargaining unit for which he/she may be qualified.
3. The employee must have been absent due to this temporary disability, for a period of ten consecutive work days (elimination period). In the event of recurring absences due to the same disability, no more than one elimination period per condition per year will be required.
4. The employee shall not have accumulated sick leave and/or personal leave of more than ten (10) days.
5. If an employee requests temporary disability on a second occasion, and has been paid for sixteen weeks of disability in a prior year for the same condition, he/she must apply for permanent disability with a State retirement system, if eligible.

B. Temporary Disability Benefits

1. Disability pay shall be at the rate of 70% of the employee's regular pay to a maximum of \$800 per week for a period not to exceed 20 weeks (100 days). This period may be consecutive or non-consecutive work days.
2. There shall be no more than 20 weeks (100 days) of disability pay for any person in any contract year.
3. The CCBDD shall allocate an expenditure of \$72,000 per year for disability pay. Requests for payment in excess of \$72,000 may be denied.

The CCBDD's liability for disability pay shall not exceed \$288,000 for the duration of this labor agreement (January 1, 2010 – December 31, 2013).

4. An employee may not receive temporary total disability benefits (worker's compensation) and disability pay for the same period.
5. A employee shall not earn sick leave, personal leave or other paid leave during a disability pay period. A disability pay period shall not be counted towards the time needed to earn a step increase. Disability leave shall not constitute a break in service for seniority purposes.

C. To Apply for Disability Pay

Employees shall complete a CCBDD Leave Form, attach a physician's statement and contact the Director of Human Resources for approval.

Article 36. Calamity Days

- A. A calamity day is defined as a day when all CCBDD operations at its two early childhood centers, three schools and eight AACs are closed by the Superintendent or his/her designee on an otherwise regular work day, due to public calamity, i.e., weather related emergency or other acts of God.
- B. All workers in active status will receive at least their regular wages on a calamity day.
- C. In the event that some CCBDD sites, e.g. all schools, are closed due to bad weather, all Transportation Division employees will be required to report to work. If not needed, they will be sent home without loss of pay.
- D. On days per paragraph C, a tardy shall not occur if the employee reports within fifteen (15) minutes of report time.
- E. Mechanical department employees may be required to work on a calamity day as defined in paragraph A. All other employees are not required to work on such days. Mechanical department employees will be telephoned at home when not required to work.
- F. Any employee required to work or appear at work on a designated calamity day will be entitled to calamity day pay, in addition to their regular hourly rate for all hours worked. Any employee called into work on a calamity day will be paid a minimum of four (4) hours show-up pay in addition to calamity day pay if not required to work a full work schedule.

Article 37. Severance Pay

- A.
 - 1. An employee who has five years service with the CCBDD preceding retirement may elect to receive at the time of retirement a cash payment equal to one-half (1/2) the value of his/her accumulated but unused sick leave.
 - 2. The calculation of severance pay shall be made at the employee's rate of pay at the time of retirement.
 - 3. Severance pay shall be given in a lump sum payment to be made to the staff member in his/her last paycheck from the CCBDD.
 - 4. The receipt of severance pay by a staff member eliminates all sick leave accumulated but unused at the time of retirement.
- B. An employee who dies while an employee of the CCBDD shall be deemed to qualify for severance pay hereunder and to have elected to receive such severance pay. Severance pay shall be given to the estate of the deceased employee.
- C. There shall be a limit of 218 days paid to any employee under this provision.
- D. This provision is modified by Article 39, paragraph E, (ERIP).

Article 38. Safety Incentives

- A. Employees who are scheduled to work at least ten (10) days in a calendar month and who work every day in a calendar month without any tardies (eight (8) minutes late) are eligible for safety bonus consideration. Absences which will not disqualify an individual from safety incentive consideration are scheduled vacations, assault leave, funeral leave, calamity days, court leave, scheduled personal days or OAPSE leave.
- B. Employees who have perfect attendance per paragraph A above and who have no preventable motor vehicle accidents or on-the-job injuries that result in an absence from work, except client assaults during the attendance period shall earn a \$75 bonus for each calendar month period. Absences, paid or unpaid, due to a death in the immediate family as defined in Article 27.D., shall not be charged against perfect attendance for purposes of the perfect attendance bonus.
- C. A total of twelve (12) bonuses per year may be earned if the requirements in paragraphs A and B are met.

- D. Employees who have earned safety incentives may elect to accumulate incentives or be paid monthly.
- E. The CCBDD will provide an annual luncheon for employees who have 4 or fewer absences for a contract year.
- F. Drivers who have driven the entire school year without a preventable accident will receive a \$85 bonus. If a driver drives twelve (12) months in the contract year without a preventable accident, the driver will receive an additional \$25 bonus.
- G. Monitors who have worked the entire school year without a safety violation that has resulted in a suspension and dual classified drivers/monitors who have worked the entire school year without either a preventable accident or a safety violation resulting in a suspension will receive a \$50 bonus. If they work 12 months without either a preventable accident or a safety violation resulting in a suspension they will receive an additional \$15 bonus.

Article 39. Early Retirement Incentive Program (ERIP)

- A. The CCBDD will permit up to 5 bargaining unit members in calendar year 2013 to participate in the early retirement incentive. If a bargaining unit member submits an irrevocable written notice of retirement by June 15, with a retirement date of September 1, 2013, the employee will receive a one-time incentive bonus of \$20,000. If more than 5 bargaining unit members submit notices in a year, seniority will be the deciding factor.
- B. The CCBDD will permit up to 2 bargaining unit members to retire with an effective date of November 1, 2013 – January 1, 2014. If a bargaining unit member submits an irrevocable notice of retirement by June 15, 2013, the employee will receive a one-time bonus of \$15,000. If more than 2 employees submit requests, seniority will be the deciding factor.
- C. In 2014 and 2015, the CCBDD will permit up to 5 bargaining unit members per year in each year of the labor agreement to participate in early retirement incentives. If a bargaining unit member submits an irrevocable written notice of retirement by March 15 of the year with a retirement date the next September 1, the employee will receive a one-time incentive bonus of \$10,000. If more than 5 bargaining unit members submit notices in a year, seniority will be the deciding factor.

Article 40. Health Insurance

A. Health Care

The CCBDD shall provide basic health care coverage, single or family, for full-time employees after the waiting period for new employees as provided in A2. Employees shall have the following options during the open enrollment period, which shall occur in November of each year.

1. The choices shall include the following:
 - a. HMO Plan: The Kaiser HMO Plan, which includes the following general specifications:
 1. \$15 co-pay for each office visit for physical exams, allergy testing, well-child care, hearing tests, outpatient surgery, specialty care, vision exams through affiliated providers, physical, speech, and occupational therapy (limit of 2 months or 30 visits per therapy).
 2. \$50 co-pay for emergency room visit (fee waived if admitted). Effective January 1, 2014 co-payment of \$75.
 3. \$50 co-pay for ambulance services. Effective January 1, 2014 co-payment of \$75.
 4. \$15 co-pay for mental health outpatient (20 visit maximum).
 5. \$7.50 co-pay for group therapy visits (1 counted as 1/2 visit towards 20 visit max).
 6. No charge for hospital inpatient care (at Kaiser facility).
 7. No charge for detoxification in a general hospital.
 8. No charge for detoxification in a non-plan facility to a limit of 1 visit per year.
 9. \$15 co-pay for outpatient visits for detoxification and individual therapy (\$7.50 co-pay for group therapy).
 10. No charge for home health services, hospice home care/respite care.
 11. No charge for skilled care in a skilled nursing facility (limit of 100 days per year).
 12. 30% co-pay for infertility services.
 13. \$10 co-pay for covered prescription drugs (31 day supply).
 14. No charge for durable medical equipment.

The above benefits are subject to the rules and regulations of the Kaiser Permanente Medical Group Insurance.

-
-
- b. PPO Plan, the Cleveland Clinic System will be covered in-network with one or more Preferred Provider Organization (PPO).

1. In-Network:

- a. Deductible: \$200 single/\$400 family. As of January 1, 2014, \$300/\$600.
- b. Coinsurance: 90%, employee pays 10%.
- c. Out-of-pocket maximum of coinsurance amounts will be \$750 single/\$1,500 family. Effective January 1, 2014 \$1,000 Single/\$2,000 Family.
- d. Office visits and urgent care visits: co-payment of \$20.
- e. Emergency room: co-payment of \$50 (waived if admitted). Effective January 1, 2014 co-payment of \$75.

2. Out-of-Network (PPO/POS) or non-referred (HMO).

- a. Deductible: \$1000/\$2000. As of January 1, 2014: \$1125/\$2250.
- b. Coinsurance: 70%. Employee pays 30%.
- c. Out-of-pocket maximum for coinsurance amounts: \$2000/\$4000.
- d. Emergency room: co-payment of \$50 (waived if admitted). Effective January 1, 2014 co-payment of \$75.

3. Prescription drugs:

- a. Generic drugs: co-payment of \$10 (30-day supply).
- b. Formulary brand-name drugs: co-payment of \$30. Effective January 1, 2014 co-payment of \$32.50.
- c. Non-formulary brand-name drugs: co-payment of \$60. Effective January 1, 2014 co-payment of \$65.

4. Mail-order prescription drugs:

- a. Generic drugs: co-payment of \$20.
- b. Formulary brand-name drugs: co-payment of \$60 for 90-day supply. Effective January 1, 2014 co-payment of \$65.
- c. Non-formulary brand-name drugs: co-payment of \$120 or 90-day supply Effective January 1, 2014, co-payment of \$130.

Any co-payment for a 30-day supply of a maintenance prescription drug will be doubled 2x) upon the fourth 30-day refill of the drug (e.g., \$10 co-payment for generic drug will be doubled or \$20), except for controlled substance drugs.

The above benefits are subject to the rules and regulations of the PPO insurance plan provider.

2. The CCBDD will pay the premium cost of basic health care in the employee's second consecutive full month of employment and thereafter. The employees who receive coverage will contribute:

January 1, 2014

HMO Plan: \$25 per pay period for single plan.

HMO Plan: \$75 per pay period for family plan.

PPO Plan: \$28 per pay period per month for single plan.

PPO Plan: \$84 per pay period per month for family plan.

January 1, 2015

Employees with single plans will pay 11% of the premium cost.

Employees with family plans will pay 12.5% of the premium cost.

3. The CCBDD will provide a Chapter 125 Plan (flexible savings account) which will permit the pretax treatment of the employee contribution. The CCBDD has the option to deduct the above amounts in one paycheck per month or a proportionate amount in every paycheck.
 4. In the event that the CCBDD employs both spouses, only one spouse may have family basic health care coverage or each spouse may have single coverage.
 5. Each eligible employee who provides documentation of other health care coverage, and does not enroll in any group health coverage will be paid an annual increment of \$1,500 if employed full-time. In the event that the employee needs to re-enroll due to the loss of other health care insurance coverage, a proportionate amount of the increment must be repaid to the CCBDD prior to re-enrollment. If an employee resigns within one year of payment, a proportionate amount will be deducted from the final paycheck. Employees whose spouse is employed by CCDBB will not be eligible for this incentive.
- B. Part-Time Staff Coverage

Permanent, part-time employees who work 20 hours per week or more a year will be given life insurance and one of the following options:

1. CCBDD pays 60% of medical, dental & vision

- or -

2. CCBDD pays 0% medical and 100% dental & vision

C. Change of Carrier(s)

1. The CCBDD may change carriers for any of the insurance programs contained herein provided that there is no change in any deductibles, co-pays or out-of-pocket limits or levels of coverage as provided in the current policies. The CCBDD will provide one (1) copy of each signed contract and policy entered into between the CCBDD and the insurance company(ies) which provides the benefits specified in this agreement. Copies of the existing contracts will be provided within one (1) week of ratification of this agreement by both parties.
2. The union will be notified 30 days in advance of any change in carrier(s) and will be provided copies of any contracts subsequently entered into by the CCBDD within one week after they are received by the CCBDD.

D. Open Enrollment. An open enrollment will be held each November. Anyone who desires to change coverage may do so effective January 1.

E. Dental Insurance

1. The CCBDD will provide dental insurance coverage, single or family, to all full-time employees. Such coverage is described as the Ohio AFSCME Health and Welfare Plan, Benefits Level 3, with the following specifications:
 - Maximum benefits per covered person: \$4,000 /year
 - Maximum orthodontic benefits per covered person(to age 19): \$2,000 /lifetime
 - Co-insurance amounts:
 - Diagnostic and preventative services
100% UCR
 - Routine dental services
80% UCR
 - Major dental services
50% UCR
 - Orthodontic services
50% UCR
2. In the event that the CCBDD employs both spouses, only one spouse may have a family dental plan or each spouse may have single coverage.

3. The cost of these benefits to the CCBDD shall not exceed \$49.00 per month per covered employee for the life of this agreement.

F. Vision Plan

1. The CCBDD will provide a vision care plan to all full-time employees. Such coverage is described as the Ohio AFSCME Care Plan, Vision Care Benefits Level 2.
2. In the event that CCBDD employs both spouses, only one spouse may have a vision plan.
3. The cost of this benefit shall not exceed \$12.00 per month per covered employee to the employer for the life of this agreement.

G. Hearing Aid Benefit

The CCBDD shall provide to full time employees a hearing plan including cost of examination and hearing aid at the cost of \$6.00 per year for the life of this agreement.

H. Life Insurance

The CCBDD will provide \$40,000 in life, accidental death and disability insurance, to each full-time employee.

I. Paid Coverage During Leaves Of Absence

1. Employees on unpaid status for the first work day of the month will not have their health insurance paid except as provided in paragraphs 2 – 4 below. Paid leave may not be used on non-consecutive days to retain paid benefits.
2. If the CCBDD receives written notice by the first of the month that the employee will be on paid status for at least 10 days in the month, paid health coverage will remain in effect. If the employee does not receive 10 days pay, the CCBDD will recover the cost of coverage from the employee.
3. If the employee is on approved FMLA leave on the first of the month, coverage will be paid to a maximum of 3 months per year.
4. If the employee is on leave due to an on-the-job injury on the first day of the month, coverage will be paid to a maximum of 9 months for that specific injury.

J. Administrative Offset

1. If an employee is covered with a family medical plan, but is only eligible for a single plan and has not informed the CCBDD or its vendor within 30 days of the loss of the dependent, the employee will be responsible for repayment of the excess costs incurred by CCBDD. The offset may be accomplished by salary reduction, if the employee chooses this option.
2. The CCBDD will have a positive reenrollment twice during the term of this contract. Employees will be required to provide proof of dependent eligibility.

Article 41. Wellness Activities

- A. The CCBDD will provide mutually agreed wellness activities for employees at shared or reduced costs to employees as follows:
1. Employee Assistance Program (free to employees).
 2. Weight Management & Fitness Program.
 3. Smoking cessation program.
 4. Health risk appraisals (one per employee during the contract period).
 5. Annual flu vaccinations.
 6. Exercise equipment replacement, maintenance, and repair as needed.
- B. In addition to "A" above, the CCBDD will provide funding for wellness activities for the OAPSE local 744 bargaining unit members in the amount of \$5,000 or more each year. To be used at the discretion of the OAPSE President and/or the OAPSE wellness committee for health and wellness purposes.
- C. A joint committee, chaired by the CCBDD Benefits Manager will make decisions involving expenditures. OAPSE Local 744 will appoint the bargaining unit members of this committee.

Article 42. Coursework Reimbursement

- A. Employees will receive reimbursement for tuition fees and books for any college level coursework, approved certificate programs or approved technical training to a limit of \$4,000 per year. No more than \$1,000 per year will be approved for distance learning.
- B. Employees must apply for the reimbursement within 60 days of course completion. The employee shall seek course approval prior to starting the course in order to qualify for reimbursement. Employees must receive at least a "C" grade, if letter grades are given for the course, or "pass," if the course is

taken on a pass/fail basis, in order to receive reimbursement, or must provide proof of attendance and completion.

- C. Employees must file the CCBDD form, provide a grade report, and original receipts in order to receive reimbursement.
- D. The CCBDD will pay the expenses for a GED preparation course and any costs to take the GED examination.
- E. Anyone who has entered a program of studies leading to a degree prior to the effective date of this contract and has had coursework approved for that course of studies will have coursework approved towards the completion of that degree for the duration of this labor agreement.

Article 43. Smoke-free Workplace

- A. All CCBDD owned or leased facilities shall be smoke-free. Smoking will be prohibited inside any of the buildings at anytime, day or evening.
- B. Smoking will be permitted at a designated location on the grounds of these facilities. The location will be determined by the Operations Manager and the employees.
- C. CCBDD will provide an awning, canopy, or some other type of covering for the smoking area.

Article 44. Safety Equipment

Should the employment duties of an employee in the bargaining unit require use of any equipment or gear to insure the safety of the employee or others as required by law, the CCBDD agrees to furnish such equipment or gear.

Article 45. No Strike, No Lockout

The Union shall not engage in any strike, sit down or work stoppage during the term of this Agreement, nor will the CCBDD engage in any lockout during the term of this Agreement.

Article 46. Subcontracting

- A. The CCBDD as a general practice will not operate dependent enrollee transportation services other than from 5:00 a.m. - 6:30 p.m. on school/adult activities center operation days. Any subcontracting for off-hour services will not be affected by this Agreement.

- B. Parents and residential centers have a primary responsibility to transport their children/residents. Any transportation agreements between the CCBDD and any parent or residential center will not be considered subcontracting.
- C. Travel-training, sponsored and subsidized ridership programs and other habilitation activities are not a part of the CCBDD's dependent enrollee transportation service. (Note: dependent modifies "transportation".) Any agreement to support these habilitation programs are not subcontracting per this agreement.
- D. The CCBDD will not subcontract work currently being performed by members of bargaining unit if the result of such action would be a layoff of members of the bargaining unit during the school year.
- E. If requested, the General Manager of Transportation will review the reasons for subcontracts (that occur in the 5:00 a.m. - 6:30 p.m. time period on operation days) with the Union President and/or Vice President. If further explanation is desired, the Union President and/or Vice President may meet with the Director of Human Resources or the Superintendent.
- F. Per Article 16, Work Guarantees and Layoffs, the CCBDD will not subcontract to cause a layoff. In the event of a layoff, the CCBDD will refrain from subcontracting, as defined in Article 47, with private vendors for any transportation services to the dependent enrollee transportation system serving county owned centers between the hours of 5:00 a.m. and 6:30 p.m. Per Article 16, Work Guarantees, Layoff, and Recall, a joint committee will meet on a quarterly basis to discuss matters of mutual concerns including activities related to subcontracting of services. The parties do not wish that this formal committee will interfere with or cause delay in the communications which occur among supervisors and staff members on a daily basis.
- G. The Union will be afforded an opportunity at all labor-management committee meetings to have meaningful input on subcontracts and reason for subcontracts.

Article 47. Licensure / Certification

All employees must comply with licensure and/or certification requirements mandated by both CCBDD and the State of Ohio for their positions, including first aid and C.P.R. requirements. Employees will not be permitted to work if licensure/certification has expired or been suspended for any reason. Improper licensure and/or certification will result in loss of pay and other discipline, including possible termination. (See also Transportation Employee Handbook.)

Article 48. Term of Contract

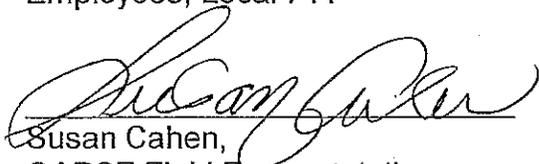
This Agreement shall be effective as of January 1, 2013 and shall remain in full force and effect through December 31, 2015, and thereafter from year to year unless either party gives notice in writing to the other party at least sixty (60) days prior to the annual expiration date of a desire to terminate, amend or modify this Agreement.



Davida Russell, President Ohio
Association of Public School
Employees, Local 744



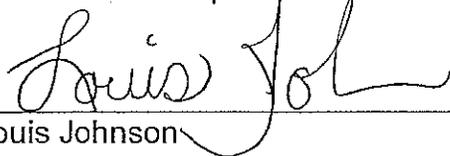
Terrence M. Ryan, Ph.D.
Superintendent



Susan Cahen,
OAPSE Field Representative



Ann Cross



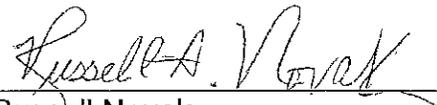
Louis Johnson



Stephanie Redman



Dorothy Rollins



Russell Novak

SIDELETTERS OF AGREEMENT

1. Labor-Management Committee

The Labor-Management Committee will meet the third Thursday of each month at 8:00 a.m. at the William Patrick Day Early Childhood Center or the Lakeside facility. Meetings will be two (2) hours in duration.

2. Assigning Union Officers

1. The Union President will be the last assigned spare. The President's hours of work will be 6:30 a.m. - 10:30 a.m., 1:30 p.m. - 5:30 p.m.
2. The Vice-President will be the last assigned spare if the President is absent for more than one (1) week.
3. The Union President will have a twelve (12) month spare position and will not be required to bid on the position.
4. If an employee other than a driver or a monitor is elected to the position of Union President, he/she will designate a driver or a monitor to be the last assigned spare.
5. The Union President will sign in and out on the time sheet.
6. The President will be eligible for safety incentives.

3. Fleet Insurance Rates

If CCBDD fleet insurance rates are renewed at no more than a 3% increase, a \$30 safety bonus will be paid to each bargaining unit member who has provided at least six (6) months active service during the contract year.

4. Meeting to Address Routing Problems

There will be at a labor-management committee meeting, meetings of Union officials, the General Manager, Operations Manager, other transportation management personnel, school management personnel, and AAC management personnel to discuss routing problems and other matters of mutual concern.

5. Work Rule Review

The CCBDD and Union will appoint a committee to review and recommend changes to existing work rules.

6. Worker's Compensation Hearing

Up to one worker's compensation hearing occurrence (one-half day) per year will be paid leave.

7. Assisting Staff at Early Childhood Centers

Transportation personnel will assist early childhood center staff and early childhood satellite staff with helping children outside and inside the centers as directed by designated staff persons at the early childhood centers and satellites.

8. Assignment of Spares

The parties agree that usually a regular spare will be assigned prior to an "on-the-clock" worker whose regular assignment has been canceled for the day.

9. Use of Part-Time Employees on Route Times

It is not the intent of the CCBDD to utilize part-time employees to reduce average route times for full-time employees.

10. Cleanliness of Buses

The CCBDD shall insure regular exterior cleanliness of the vehicles. CCBDD agrees to maintain its insect extermination program.

11. Office Space for Union President

The CCBDD will provide office space and equipment on site for the Union President.

12. Reimbursement for CDL Fees

The parties reviewed this matter and determined that no change in the labor agreement or CCBDD policy will be made at this time.

13. Safety Issues/Monitors on Curriculum Trips

The labor-management committee or a sub committee of the labor-management committee will review the safety issues related to the assignment of monitors to curriculum trips.

14. Notification of Intent to Replace Employees Following Separation of Employment

If an employee resigns, retires, or otherwise terminates employment with the agency, the CCBDD will notify the Union within twenty (20) work days whether or not it intends to replace the employee and the reasons for this determination.

15. OAPSE Training on In-Service Days

The Union will be allowed three (3) hours on every in-service day for the purpose of OAPSE education and training three (3) times a year.

16. Use of CCBDD Sites for Vendors

Vendor employees shall not be permitted to operate any CCBDD routes from the premises of the Transportation Services Center. Vendors shall not be used until all employees (including mechanics) have been exhausted. The CCBDD will allow vendor employees to use the Transportation Services Center for training and meeting purposes only.

17. Good Faith Refusal to Work Under Dangerous Conditions Ohio Revised Code Section 4167.06

The parties agree that Section 4167.06 of the Ohio Revised Code will be placed in the Appendix of the employee handbook and will be posted in a conspicuous place at the Transportation Services Center.

18. Three Punch-In/Out Routes

CCBDD indicates that in developing the three punch-in/out routes these middays will be added to routes that are ECC/School routes or condensed AAC routes.

19. OAPSE President Hours

The OAPSE President shall have his/her regular hours, the maximum hours available, at the time of his/her bid (all over 8 hours).

20. Temporary and/or Part-time Mechanics

The parties will meet to discuss the assignment of temporary and/or part-time mechanics at the first labor-management meeting in the year the parties mutually agree to implement such temporary or part-time mechanic positions.

21. Permanent Part-Time Employees

1. Permanent part-time employees who work 16 hours per week or more will earn 2 vacation days (16 hours), 2 sick days (16 hours) and 1 personal day (8 hours) per year.
2. Permanent part-time employees who work 16 hours or more per week will earn 40% of the holidays per year.
3. Permanent part-time employees are not eligible for Article 38 (f & g), Safety Incentives.

22. Health Insurance (Me Too)

The parties agree that if the other 3 bargaining units and the non-bargaining employees do not agree to and the premium cost-sharing of Article 40 B.1. is not implemented for these employees, the OAPSE Local 744 will not be required to share the premium costs of health insurance per Article 40 B.1. Due to the timing of labor negotiations for several units, it is possible that labor contracts will not be finalized by January 1, 2007. However, if the premium sharing per Article 40 B.1. is not effective by January 1, 2007, for any unit, it shall not be effective until the latest effective date of any unit or the non-bargaining employees, if ever.

Prior to open enrollment in November, 2007, members of Local 744 will be notified of the premium costs of each of the 3 choices. This information will be provided as soon as possible.

23. Weingarten Rule Sideletter

The parties agree that the following statement will be included in the employee handbook:

An employee has the right to request a Union steward to be present at an investigatory interview with a management employee if the employee reasonably believes that discipline could result. If such request is made during such an interview, the interview will not be conducted any further until the Union steward is present.

In the event that the management employee provides written assurance to the employee that disciplinary action will not be taken against the employee, the request to have a Union steward present may be denied. In the event that the purpose of the meeting is "corrective counseling," i.e., to correct a deficiency in work performance, and no disciplinary action is to be taken, a request to have a Union steward present may be denied.

24. Wage Notification: Article 34.A Wages

The individual wage notification must include the 2006/2007 wage rate. Management will supply the president each contract year with a copy of each bargaining unit member's individual wage notification. Further, management will provide the president with a revised copy of said notification if the individual's wage rate changes during a contract year.

25. Labor-Management Healthcare Committee

Four labor-management meetings per year will be dedicated to a committee consisting of 3 union representatives and 3 management representatives to discuss medical plans and issues. This committee will make reports to the Labor-management Committee. Health insurance may be an agenda item at any Labor-management Committee meeting.

26. Retire-Rehire

Retirees wanting to continue employment with CCBDD following their retirement may apply to be rehired under the County's Retire/Rehire Policy as part-time employees under the provisions set forth in Article 11 Work Schedule Section B Part-time Employees, except that consistent with the Board policy their rate of pay shall be 85% of the rate of pay in effect at the time of their retirement.

27. Driver-Trainer

- A. The duties of the Driver Trainer are outlined in the Position Description.
- B. The Driver Trainer position shall be eight (8) hours per day, forty (40) hours per week. The current schedule shall be maintained.
- C. When the Driver Trainer is not performing trainer duties, he/she shall be the "last out" Spare Driver/Monitor before the OAPSE President.
- D. Driver Trainer Substitutes: The CCBDD shall have at least one and no more than five additional bargaining unit members trained to be an OBI instructor (On Bus Instructor) as a back-up to the Driver Trainer when that employee is absent on leave. These Driver Trainer substitute positions do not operate by rotation. The first employee qualified as an OBI will be the designated backup Driver Trainer. Only when that substitute is unavailable due to leave, is the next back-up OBI eligible to substitute for the Driver Trainer, and so on. The designated substitute Driver Trainer will be paid the Driver Trainer rate when performing the duties and responsibilities of the position when required according to Management.

- E. Substitute Driver Trainers will be afforded the opportunity to take the course required to retain OBI certification and classes to keep current with state and federal laws and updated training techniques.

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