



**COLLECTIVE BARGAINING AGREEMENT**

13-CON-02-0764  
0764-02  
K30783  
04/08/2014

**between**

**THE FRANKLIN COUNTY BOARD  
OF  
DEVELOPMENTAL DISABILITIES**

**and**

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES/AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
Local 4, AFL-CIO and its Local 330**

**Effective January 1, 2014 - December 31, 2016**

## TABLE OF CONTENTS

ARTICLE 1 – UNION RECOGNITION .....	1
ARTICLE 2 – DUES DEDUCTION AND FAIR SHARE FEE.....	1
ARTICLE 3 – MANAGEMENT RIGHTS .....	3
ARTICLE 4 – NO STRIKE/NO LOCKOUT .....	4
ARTICLE 5 – CORRECTIVE ACTION .....	4
ARTICLE 6 – GRIEVANCE PROCEDURE .....	6
ARTICLE 7 – NEGOTIATIONS PROCEDURE.....	9
ARTICLE 8 – HOURS OF WORK .....	9
ARTICLE 9 – OVERTIME/EXTRA TRIPS .....	10
ARTICLE 10 – SICK LEAVE CONVERSION .....	11
ARTICLE 11 – ANNUAL SICK LEAVE CONVERSION .....	12
ARTICLE 12 – WAGES.....	13
ARTICLE 13 – HOLIDAYS .....	13
ARTICLE 14 – BEREAVEMENT LEAVE.....	14
ARTICLE 15 – FAMILY AND MEDICAL LEAVE.....	14
ARTICLE 16 – PAY OPTION FOR NINE-MONTH EMPLOYEES .....	15
ARTICLE 17 – CALAMITY DAYS.....	15
ARTICLE 18 – RECESS .....	15
ARTICLE 19 – PERSONAL LEAVE .....	16
ARTICLE 20 – VACATION LEAVE .....	16
ARTICLE 21 – LEAVE OF ABSENCE.....	19
ARTICLE 22 – SICK LEAVE .....	19
ARTICLE 23 – MILITARY LEAVE .....	22
ARTICLE 24 – COURT LEAVE.....	23
ARTICLE 25 – DISABILITY SEPARATION.....	24
ARTICLE 26 – ASSAULT LEAVE .....	24
ARTICLE 27 – SENIORITY.....	25
ARTICLE 28 – LAYOFF AND RECALL .....	26
ARTICLE 29 – EFFECT ON AGENCY POLICIES.....	28
ARTICLE 30 – PROBATION.....	28
ARTICLE 31 – ETHICS AND INDIVIDUAL RIGHTS .....	28
ARTICLE 32 – RESIGNATIONS.....	29
ARTICLE 33 – PERSONNEL FILES .....	29
ARTICLE 34 – DRUG FREE WORKPLACE .....	30
ARTICLE 35 – NEEDS OF EMPLOYEES WITH DISABILITIES.....	32
ARTICLE 36 – CRIMINAL BACKGROUND INVESTIGATIONS .....	33
ARTICLE 37 – PERFORMANCE EVALUATIONS.....	34
ARTICLE 38 – BUS DRIVER AND BUS ASSISTANT JOB POSTING PROCEDURES .....	34
ARTICLE 39 – ROUTE RETENTION AND BIDDING .....	35
ARTICLE 40 – HEALTH AND SAFETY.....	37
ARTICLE 41 – JOB DESCRIPTIONS/JOB DUTIES.....	38
ARTICLE 42 – ACCESS TO CLIENT INFORMATION .....	38
ARTICLE 43 – EXPENSE REIMBURSEMENT .....	38
ARTICLE 44 – LABOR MANAGEMENT COMMITTEE .....	39
ARTICLE 45 – UNION REPRESENTATION, OAPSE MEETINGS, CONFERENCES.....	39
ARTICLE 46 – PHYSICAL EXAMINATIONS.....	41
ARTICLE 47 – INCIDENT REPORTS .....	42
ARTICLE 48 – DISTRIBUTION OF AGREEMENT.....	42
ARTICLE 49 – PAYMENT FOR OBTAINING/MAINTAINING REQUIRED CERTIFICATION .....	42

ARTICLE 50 – PARTICIPATION AND DEVELOPMENT .....	42
ARTICLE 51 – FLEX DRIVERS AND FLEX ASSISTANTS .....	42
ARTICLE 52 – WORKING OUT OF CLASS .....	43
ARTICLE 53 – INSURANCE .....	43
ARTICLE 54 – RECREATION AND SPECIAL OLYMPICS .....	44
ARTICLE 55 – TARDINESS RELIEF CARDS .....	45
ARTICLE 56 – DURATION OF AGREEMENT .....	45

## **ARTICLE 1 – UNION RECOGNITION**

Section 1.1. This Agreement, entered into by the Franklin County Board of Developmental Disabilities, Franklin County, Ohio, hereinafter referred to as the "Employer," and the Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO and its Local 330, hereinafter referred to as the "Union." The Employer recognizes the Union as the sole and exclusive bargaining representative of the employees included in the following bargaining unit:

INCLUDED: Bus Drivers and Bus Assistants

EXCLUDED: All other employees, including Maintenance, Secretaries, all other Office Personnel, and Case Management Van Drivers.

By agreement of the parties, this bargaining unit embraces the positions included in the unit described in the State Employment Relations Board's Order of February 25, 2003, in Case No. 02-REP-03-0063, as well as the positions included in the unit described in the State Employment Relations Board's Order of April 24, 2003, in Case No. 02-REP-12-0253. The Employer and Union shall jointly file whatever is necessary with the State Employment Relations Board to carry out the intent of this agreement.

The Employer and Union further agree:

- A. The job titles for Recreation and Special Olympic Drivers and Assistants shall be changed to Bus Drivers and Bus Assistants.
- B. Recreation and Special Olympic routes will be included in the route retention and route bidding process set forth in this Agreement and available to all Bus Drivers and Bus Assistants subject to the terms of this Agreement.

Section 1.2. The retitling of a position or classification shall not affect whether or not the position or classification is included in or excluded from the bargaining unit.

Section 1.3. Designated Representative. The Union agrees that within two (2) weeks of the date of ratification and signing of this Agreement, it shall serve upon the Employer, a written notice that lists the Union's authorized Field Representative and the designated elected officers authorized to make decisions and commitments with the Employer. Changes to such representatives shall be made in writing to the Employer.

## **ARTICLE 2 – DUES DEDUCTION AND FAIR SHARE FEE**

Section 2.1. Dues Deduction. The Employer agrees to deduct OAPSE membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 2.2. Requirement for Deduction. The Employer agrees to deduct annual OAPSE membership dues from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The voluntary, signed payroll deduction form must be presented to the Employer by the employee either personally or by inter-office communication or by an employee representative. Upon receipt of the proper authorization, the Employer will deduct OAPSE dues from one payroll check issued each month opposite the health insurance deduction, if any. Such dues will be remitted to the OAPSE state office within seven (7) days after the deductions are made with a list of the employees for whom payment is made and the amount deducted for each employee, and a copy of the list shall be submitted to the Union's Local Treasurer.

Section 2.3. Termination of Deductions. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) resignation by the employee from OAPSE as set forth in the Union's Membership Application Card.

Section 2.4. Insufficient Wages for Deduction. The Employer shall not be obligated to make dues deductions from any employee who shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 2.5. W-2 Information. If requested by the Union, the Employer will provide to the Union for each employee the amount of the gross annual income as reflected on the employee's W-2 form received from the Employer for the previous year and any deferred or tax-sheltered compensation.

Section 2.6. Notification. OAPSE shall notify the Employer in writing of any increase in the current dues being deducted. The Employer agrees to implement any change in the annual dues rate within thirty (30) days after receipt of written notice from the Union.

Section 2.7. Fair Share Fee. Once the Union has demonstrated to the Employer that sixty-five percent (65%) of the employees in the bargaining unit are members of the Union, employees who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Once the Union demonstrates the required membership set forth above, payroll deduction of fair share fees shall commence: 1) on the first pay date which occurs on or after the sixtieth (60<sup>th</sup>) day following demonstration of the required membership, or 2) for new employees in the bargaining unit sixty (60) days following the beginning of employment.

Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions.

Fair share fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of fair share fees is not required.

Section 2.8. Indemnification. Other than to make the deductions described in this Article and forward the same to the Union, the Employer assumes no additional obligations regarding the deductions described in this Article. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of Union. The Union agrees to indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee arising from actions taken or not taken by the Employer pursuant to this Article. In the event of any legal action or administrative claim against the Employer as a result of the deduction of dues or fair share fees by the Employer, the Union shall be obligated to provide a defense for the Employer and administrators through attorneys selected by the Union. The Employer and administrators agree to accept the attorneys selected by the Union for the defense of any action or claim. The Union's obligation to indemnify for legal fees shall be limited to fees and expenses incurred by attorneys selected by the Union. The Employer and administrators may select attorneys in addition to those provided by the Union at their own expense, however, the Union shall not be obligated to pay legal fees and expenses of any attorneys not selected or approved by the Union.

Section 2.9. AFSCME PEOPLE. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

Section 3.1. Management Rights. Any and all rights concerned with the management of the Franklin County Board of DD are the exclusive and sole responsibility of the Employer. The parties agree that the Employer retains all the customary rights, privileges and authority of management, except as modified by the terms of this Agreement, including but not limited to, the following rights: (A) to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure; (B) to direct, supervise, assign, evaluate, or hire employees; (C) to maintain and improve the efficiency and effectiveness of governmental operations; (D) to determine the overall methods, process, means or personnel by which governmental operations are to be conducted; (E) to suspend, discipline, demote, or discharge for just cause, or select, schedule, transfer, promote, or retain employees, limited only by the other Articles in the contract; (F) to determine the adequacy of the work

force; (G) to determine the overall mission of the Employer as a unit of the government; (H) to effectively manage the work force; (I) to take actions to carry out the mission of the Employer as a government unit; (J) to manage and determine the location, type and number of physical facilities, equipment, programs and work to be performed; (K) to determine the department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes; (L) to determine the hours of work, work schedules, and to establish the necessary work rules for all employees, such rules are to be reasonable and equally applied; (M) to determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in any job classification, and the standards of quality and performance to be maintained; (N) to determine the necessity to schedule overtime and the amount required thereof; and (O) to determine and implement necessary actions in emergency situations.

Section 3.2. OAPSE recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

#### **ARTICLE 4 – NO STRIKE/NO LOCKOUT**

Section 4.1. The Union agrees that during the term of this Agreement it will not call or support or participate in any work stoppage or strike by the employees of this bargaining unit against the Employer.

Section 4.2. The Employer agrees that during the term of this Agreement it will not lockout employees.

Section 4.3. The Union and the employees are not prohibited from supporting a strike or work stoppage by employees outside of the bargaining unit so long as the employees in the bargaining unit are not withholding services from the Employer and are not otherwise in violation of this Agreement.

#### **ARTICLE 5 – CORRECTIVE ACTION**

Section 5.1. No non-probationary employee shall be disciplined, discharged, or terminated for non-disciplinary reasons, except for just cause.

Section 5.2. The Employer and the Union agree that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any non-probationary employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

Section 5.3. Any employee questioned by the Employer is entitled to have a Union representative(s) present should such questioning move from investigatory to

accusatory, or should the employee reasonably believe that disciplinary action may result.

Section 5.4. Whenever the Employer is going to impose discipline upon an employee, the Employer shall follow the principles of progressive discipline. The Employer will apply discipline in a corrective progressive and uniform manner.

Section 5.5. A notice shall be posted on the main bulletin board at each facility that notifies employees that the employees have a right to have a Union representative present upon request during any stage of an investigation when questioning moves from investigatory to accusatory and that may result in disciplinary action against them.

Section 5.6. The just cause standard need not apply to the discipline or termination of employees serving an initial probationary period. Employees serving an initial probationary period who are disciplined or terminated from service with the Employer shall have no recourse to the grievance procedure provided for in this Agreement to appeal such action. The reduction of a promotional probationary employee back to the employee's former classification similarly shall not be grievable but a termination of that employee shall be grievable.

Section 5.7. The Employer shall not reduce, suspend without pay, or discharge an employee without first arranging for a pre-disciplinary meeting. Disciplinary or pre-disciplinary meetings scheduled by the Employer during an employee's or union representative's scheduled work hours will not result in a loss of pay for the employee or the union representative for the time spent in the meeting(s). The Board may assign employees suspected of committing MUI offenses to perform duties which do not bring them into contact with individuals with disabilities served by the Board. Employees suspected of committing MUI offenses may elect to take vacation leave, personal leave or approved unpaid leave until the MUI is substantiated or determined to be unsubstantiated. The Board may, in its sole discretion, place employees suspected of committing MUI offenses on paid or unpaid administrative leave.

Section 5.8. All records of disciplinary actions except those involving major unusual incidents (MUI), workplace violence, sexual harassment, and abuse or neglect of clients/consumers shall have no force and effect for purposes of progressive corrective action twenty-four (24) months after their effective date provided there is no intervening related discipline and shall be maintained in a separate file of the employee upon written request of the employee to the Director of Human Resources. Records of attendance-related discipline shall be governed by Article 22, not this section.

Section 5.9. A bargaining unit employee shall have the right to attach a response to any disciplinary record which is placed in his/her personnel file.

Section 5.10. If an employee is dismissed and the employee is subsequently reinstated through a proper appeal, the Board will place the employee in the same position he/she held at the time of dismissal, if that position is still available.

Section 5.11. The Employer reserves the right to schedule disciplinary suspensions. However, on a case by case basis, the Employer may schedule suspensions in a manner to avoid severe economic hardship.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

Section 6.1. Definition. The term grievance shall mean an allegation by an employee in the bargaining unit or the Union that there has been a violation of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

A class action or group grievance is a grievance which affects all or many persons in the bargaining unit. A grievance may be brought by an employee or employees or the Union on behalf of itself or any employee or group of employees similarly situated in which event the grievances may be processed as a class action or group grievance and separate grievances by each of the affected employees need not be filed.

Section 6.2. Process. Grievances shall be processed promptly, however, the time limitations provided for in this Article may be extended by mutual written agreement between the Employer and the Union. Grievances should be processed in the order set forth herein, however, grievances concerning wages or insurance may be introduced directly at Step 2. For those grievances introduced directly at Step 2, the time limitation within which a grievance must be brought as set forth in Step 1 shall apply. If the last day of a time period is not a regular business day, then the time period shall extend to the end of the next regularly scheduled business day.

A grievance may be withdrawn at any point by submitting a written statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer within the time limitations set forth in the particular step shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure, except Step 3-Arbitration, which requires a specific request by the Union to advance the grievance to arbitration. The time limit for advancing the grievance to arbitration shall not begin to run until the Employer has issued a response at Step 2 of the grievance procedure.

Section 6.3. Procedures. 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. No reprisal of any kind shall be taken against any person involved in grievance proceedings because of such participation. Each grievance shall be processed in the following manner:

**Step 1 – Director of Transportation:** Within fifteen (15) calendar days after the grievant knows, or should have known, of the act, event or condition on which a grievance is based, the employee(s) or the Union shall present the grievance in writing to the Compound Supervisor. Within fifteen (15) calendar days from the

date the written grievance is submitted, the Director of Transportation shall deliver a written response to the employee/Union, Union Steward that filed the grievance, and the Local President.

**Step 2 – Mediation:** If not satisfied with the written response received from Director of Transportation, the employee(s)/Union may, within fifteen (15) calendar days after receipt of that written response, request mediation. If the employee(s)/Union opt to pursue mediation, the Union shall contact the Director of Human Resources to attempt to agree on an FMCS mediator. If unable to agree, the Union shall request the FMCS to appoint a mediator to mediate the grievance. The parties will hold a mediation session as soon as practicable following selection of a mediator, but in no event more than thirty (30) calendar days following the receipt of the Director of Transportation's Step 1 response.

**Step 3 – Arbitration:** If not satisfied with the written response from the Director of Transportation, or the results of mediation, the Union may, within fifteen (15) calendar days after mediation, submit the grievance to arbitration by giving written notice to the Director of Human Resources.

**Section 6.4. Selection of Arbitrator.** Within twenty (20) calendar days after receipt of the Union's written notification of intent to proceed to arbitration, the Union and the Employer's Director of Human Resources or designee will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach an agreement on an arbitrator, the Employer and the Union shall jointly request that the Federal Mediation and Conciliation Service (FMCS) provide a list of seven (7) American Arbitration Association arbitrators from which the Employer and the Union shall attempt to select an arbitrator by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the list, an arbitrator will then be selected by the representatives of the parties by alternatively striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

**Section 6.5. Authority of Arbitrator.** The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall confine himself to the issue(s) submitted for arbitration and shall not issue observations or declarations of opinion which are not necessary in reaching a decision on the issue(s) in question. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline.

**Section 6.6. Effect of Binding Arbitration.** The decision of the arbitrator shall be final and binding upon the Union, the employee(s), and the Employer.

Section 6.7. Arbitration Costs. The cost of rent, if any, for a hearing room not on the Employer's premises shall be borne equally by the Employer and the Union. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any employee whose attendance is required for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing.

All costs directly related to the services of the arbitrator shall be paid by the losing party. If there is a dispute as to who is the losing party, the arbitrator shall make such determination. If the arbitrator upholds the position of each party in part, the arbitrator shall allocate which fees shall be borne by each party. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrator's fees are allocated by mutual agreement of the parties.

Section 6.8. Arbitrator's Award. The arbitrator's decision will be in writing and should be mailed to the Union and the Employer within thirty (30) days from the date the hearing record is closed.

Section 6.9. Grievance Information. The written grievance should contain the following information:

1. Grievant(s) or the Union name;
2. Date of the incident giving rise to the grievance;
3. The articles and sections of the Agreement violated;
4. A brief statement of the facts involved in the grievance
5. The remedy requested to resolve the grievance;
6. Name of Union representative

Section 6.10. Representation. The grievant(s) shall have a Union representative at all steps of the Grievance Procedure. Additional Union representatives may attend if so desired by grievant(s). In the event that the employee does not desire Union representation, the Employer will advise the Union of the time and place of the grievance meeting and the Union shall have an opportunity to be present and, in such event, no adjustment as a result of that employee's grievance shall be inconsistent with the terms of this Agreement and the Employer will notify the appropriate Union grievance representative of his/her right to be present at the adjustment. No labor organization or representative of the employee other than those designated by the Union may represent the employee or be present during any step of the grievance procedure.

Section 6.11. Copies. The Employer shall give copies of written responses at each level of the grievance procedure to the Union President or designee, the grievant(s), and the Union Steward that signed the Grievance. The Employer shall provide a

monthly list to the Union President or designee of grievances filed and unresolved on or before the last day of the month.

Section 6.12. Meetings. All meetings under Steps 1 through 3 of this procedure shall be scheduled at mutually agreeable times and shall be scheduled during the business hours of the Administrative Offices. The grievant(s), Union representatives, and any witnesses required shall not suffer any loss of pay while attending such grievance meetings scheduled during their scheduled work hours.

## **ARTICLE 7 – NEGOTIATIONS PROCEDURE**

Section 7.1. Negotiations Procedure. The parties to this Agreement will negotiate in the manner established in Revised Code Chapter 4117.

Section 7.2. If all or part of this Agreement is altered it must be reduced to writing, signed by the Employer, and ratified by the Union Membership, the Employer, and the Legislative Body but the change(s) shall have no force or effect until ratified by the Union Membership.

## **ARTICLE 8 – HOURS OF WORK**

Section 8.1. The Employer shall assign hours for each route. Each bus driver and bus assistant shall be assigned a minimum of five (5) hours per day. If an employee works more than the assigned minimum number of hours, the employee will be paid for all time worked. Should the Employer determine that the number of days required for any route is less than that which existed for that route on December 1, 2003, the Employer will negotiate such change with the Union. For time off with pay (holidays, sick leave, vacation, etc.) employees will be paid the number of assigned hours if greater than the minimum. Beginning January 1, 2011, if an employee is an unassigned driver/assistant who is assigned to the same route for more than thirty (30) calendar days, the employee is entitled to be paid for the number of hours assigned to this long-term assignment, rather than the five (5) hour minimum, for paid time off (e.g., sick leave, vacation leave, holidays, etc.).

Section 8.2. If an employee, other than flex driver or flex assistant, finishes an assigned route in less than the established minimum, the employee may elect to perform other assigned duties within the employee's job description up to the employee's regular ending time or leave for the day (an employee may decline an assignment which would require the employee to work beyond the employee's normal quitting time - except as modified in Article 9.3). If the employee elects to leave for the day, the employee will be paid only for time actually worked that day. Upon request of a flex driver or flex assistant, management may elect to give the flex driver or flex assistant the option to leave early and be paid only for time actually worked that day.

Section 8.3. The Employer may utilize an electronic time keeping method.

Section 8.4. Notwithstanding any other provisions of this Agreement, unassigned drivers/assistants who are eligible to receive pay for a holiday or a day of paid leave will receive five hours of pay for that holiday or day of paid leave. In the event that such employee uses less than a full day of paid leave, the employee will receive a pro rata proportion of the five hour full day payment for that period of paid leave.

Section 8.5. Notwithstanding Section 8.1, employees shall be paid for hours actually worked for time spent at in-service meetings/trainings.

### **ARTICLE 9 – OVERTIME/EXTRA TRIPS**

Section 9.1. Employees who work more than forty (40) hours in any work week shall be paid overtime compensation for such time worked over forty (40) hours at the rate of one and one-half (1½) times the employee's regular rate of pay. All overtime shall be approved in advance by the employee's immediate supervisor.

Section 9.2. Overtime/Extra Trips shall be assigned in a separate rotation by compound. Within thirty (30) days after ratification of this Agreement, there shall be created in each compound an initial overtime rotation list for bus drivers and a separate overtime rotation list for bus assistants. The lists shall contain the names of those employees who want to be considered for overtime assignments and shall be arranged according to agency seniority with those employees having more agency seniority ahead of those with less agency seniority. Thereafter, employees shall be able to add or delete their names to their respective compound's overtime rotation list during the first week of each month. Additions to an overtime rotation list shall be placed at the bottom of the list regardless of seniority. The Employer shall maintain and post overtime rotation lists in each compound and shall also give a copy of the lists and any updates to the Union's President or the President's designee.

Section 9.3. Overtime/Extra Trips will be assigned on a rotation basis at each compound from the overtime rotation list starting with the most senior driver and assistants and proceeding through the list. Any employee shall have the right to reject any offer or request for overtime, except as described later in this section. An employee who receives or rejects an overtime assignment rotates to the bottom of the list. The Employer retains the right to assign required overtime to the least senior employee in the applicable classification should no employee on the rotation list initially accept the assignment. If there are no employees on the applicable overtime rotation list, the Employer shall assign the required overtime to the least senior available qualified employee in the applicable classification.

Section 9.4. Regular route segments which are not a part of another route, which was assigned at the beginning of the day, shall first be covered by bargaining unit members, according to rotation when the regular route driver and/or assistant are not present to

perform the duties of a regularly scheduled route segment. When Flexes are not available, these route segments will be covered in the same manner as Overtime/ Extra Trips by bargaining unit members when the route has scheduled downtime (returns to the compound) between route segments.

## **ARTICLE 10 – SICK LEAVE CONVERSION**

Section 10.1. If at least ½ of their total public service time has been with FCBDD, Board employees may elect, at the time of retirement or resignation from active public service, and with five (5), but less than ten (10) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 25% of the value of their accrued, but unused sick leave credit.

Section 10.2. If at least ½ of their total public service time has been with FCBDD, Board employees may elect, at the time of retirement or resignation from active public service, and with ten (10), but less than fifteen (15) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 40% of the value of their accrued, but unused sick leave credit.

Section 10.3. If at least ½ of their total public service time has been with FCBDD, Board employees may elect, at the time of retirement or resignation from active public service, and with fifteen (15), but less than twenty (20) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 60% of the value of their accrued, but unused sick leave credit.

Section 10.4. If at least ½ of their total public service time has been with FCBDD, Board employees may elect, at the time of retirement or resignation from active public service, and with twenty (20), but less than twenty-five (25) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 80% of the value of their accrued, but unused sick leave credit.

Section 10.5. If at least ½ of their total public service time has been with FCBDD, Board employees may elect, at the time of retirement or resignation from active public service, and with twenty-five (25) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 100% of the value of their accrued, but unused sick leave credit.

Section 10.6. Sick leave payment shall be based on the employee's rate of pay at the time of retirement or resignation and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

Section 10.7. If any employee of the Board dies while in active pay status, all accrued sick leave due his/her credit shall be paid to the estate of the deceased.

Section 10.8. The employee must remain separated from the Board for a minimum of sixty (60) days before payment can be made under the provisions of sections above. (The employee must request payment of unused sick leave.)

Section 10.9. Eligible Board employees, retiring or resigning from active public service, must request such payment in writing to the Human Resource Department, in order to initiate the payment process.

Section 10.10. Payment shall be made no sooner than 60 days after the effective date of retirement or resignation. The employee may elect to receive fifty (50) percent of the payment initially, and receive the balance during the month of January the following year.

Section 10.11. Experience credit for sick leave conversion does not accrue for the period of time when a staff member is in a non-pay status, except normal seasonal breaks in service.

Section 10.12. A full year of credit for sick leave conversion purposes will be granted to employees for each year that they work and do not have leaves of absences totaling more than one month of service. Seasonal breaks in service will not be deducted from service time. No more than one year of credit will be granted for any twelve month period.

## **ARTICLE 11 – ANNUAL SICK LEAVE CONVERSION**

Section 11.1. If at least five (5) years of their total public service time has been with FCBDD, Board employees may elect, in December of each year, and with five (5), but less than ten (10) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 25% of the value of up to 1/3 of their accrued, but unused sick leave credit.

Section 11.2. If at least ½ of their total public service time has been with FCBDD, Board employees may elect, in December of each year, and with ten (10), but less than fifteen (15) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 40% of the value of up to 1/3 of their accrued, but unused sick leave credit.

Section 11.3. If at least ½ of their total public service time has been with FCBDD, Board employees may elect, in December of each year, and with fifteen (15), but less than twenty (20) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 60% of the value of up to 1/3 of their accrued, but unused sick leave credit.

Section 11.4. If at least ½ of their total public service time has been with FCBDD, Board employees may elect, in December of each year, and with twenty (20), but less than

twenty (25) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 80% of the value of up to 1/3 of their accrued, but unused sick leave credit.

Section 11.5. If at least ½ of their total public service time has been with FCBDD, Board employees may elect, in December of each year, and with twenty-five (25) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 100% of the value of up to 1/3 of their accrued, but unused sick leave credit.

Section 11.6. Sick leave payment shall be based on the employee's rate of pay at the time of request and eliminates all sick leave credit for which they are being paid.

Section 11.7. Eligible Board employees must request such payment in writing to the Human Resource Department, in order to initiate the payment process. This can only be requested in the month of November and payment will be made within the next 90 days.

## **ARTICLE 12 – WAGES**

Section 12.1. The parties agree that increases to the wages of members of the bargaining unit represented by the Union will be established and implemented using the same methods and time frames the Employer utilizes to determine the wages of employees who are not members of this bargaining unit.

## **ARTICLE 13 – HOLIDAYS**

Section 13.1. Employees shall be entitled to the following paid holidays as applicable:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day

Section 13.2. The Employer will designate on the annual program calendar on which day each holiday will be observed. The Employer will not designate Saturday or Sunday on the annual program calendar as the observation day of any of the holidays listed above.

Section 13.3. Twelve (12) month employees shall be eligible for holiday pay at straight time for holidays in Section 1 herein. Other employees shall be eligible for holiday pay at straight time for those holidays within their scheduled work period. An employee shall receive holiday pay for the number of hours the employee is normally scheduled to work on that day of the week (e.g. if the employee is normally scheduled to work eight

(8) hours on Monday, the employee shall receive eight (8) hours of holiday pay if the holiday is observed on Monday; if the employee is normally scheduled to work six (6) hours on Monday, the employee shall receive six (6) hours of holiday pay if the holiday is observed on Monday). Any employee leaving the service of the Employer prior to the end of the scheduled work year shall not be eligible for holiday pay for any remaining holidays.

Section 13.4. Any work performed by an employee on any one of the days listed in Section 13.1 shall be paid for at one and one-half (1 ½) the employee's straight time rate in addition to the holiday earnings.

Section 13.5. In order to receive holiday pay, an employee must accrue earnings on the employee's last scheduled work day prior to such holiday and the employee's first scheduled work day following such holiday unless on either of such days the employee was on an excused approved absence such as sick, bereavement, vacation or FMLA leave.

Section 13.6. If a holiday occurs during a paid leave or vacation leave, the employee will not lose the paid leave or be charged vacation leave for the same day as the holiday.

#### **ARTICLE 14 – BEREAVEMENT LEAVE**

Section 14.1. Whenever there is a death in an employee's immediate family, the employee may use up to five (5) days of sick leave to attend to family matters. If an employee needs more leave than provided in this Article, the employee may use vacation leave, personal leave or request leave without pay. The "immediate family" is defined as: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, person who at the time of his or her death resided in the employee's household, and any blood or marital relation of the employee, or any person legally standing in the place of a blood or marital relation.

Section 14.2. An employee's use of bereavement leave shall not be used against the employee in any performance evaluation or count as an occurrence for any attendance policy and shall not disqualify the employee for any attendance recognition award or incentive.

#### **ARTICLE 15 – FAMILY AND MEDICAL LEAVE**

Section 15.1. Bargaining unit members shall be entitled to leave pursuant to and in compliance with the Family and Medical Leave Act of 1993.

Section 15.2. The Employer shall approve or disapprove all FMLA leave applications within two (2) work days of receipt of the completed FMLA packet. If the FMLA packet is incomplete the Employer will notify the employee of what specific information needs to be obtained within two (2) business days of the Employer's receipt of the packet. At this point the FMLA request will be considered denied, but the employee may resubmit the request along with the necessary additional information. At no point shall this timeline be extended beyond twenty (20) work days.

Section 15.3. If the employee has paid leave available, the employee must use paid leave concurrently with FMLA. The pay shall only be for the number of hours of sick leave, personal leave, vacation leave or any other previously accrued paid leave. The remainder of the leave shall be unpaid.

Section 15.4. At no point shall the Employer discipline or take any other detrimental action against an employee for using or applying for FMLA leave.

#### **ARTICLE 16 – PAY OPTION FOR NINE-MONTH EMPLOYEES**

Section 16.1. Nine-month employees shall have the option to receive pay over nine (9) months or twelve (12) months.

#### **ARTICLE 17 – CALAMITY DAYS**

Section 17.1. Employees shall be paid their regular pay for their normal scheduled hours when a calamity day is declared and applies to that employee.

Section 17.2. "Normal scheduled hours" or "regularly scheduled hours" as utilized herein, shall mean regular scheduled work hours per day and shall not be deemed to include scheduled overtime or excess hours. Prior scheduled sick leave, vacation leave or any other paid leave shall not be charged on any calamity day which applies to that employee.

Section 17.3. If a facility to which consumers/riders are transported to or from closes for the entire day while the Employer remains open, the affected employees shall not lose pay as a result of the closing. The affected employees may be required to work their scheduled hours for that day.

#### **ARTICLE 18 – RECESS**

Section 18.1. Employees shall be entitled to regular pay for any recess established by the Board's annual program calendar.

The Employer agrees to meet with the Union to discuss the program calendar.

## **ARTICLE 19 – PERSONAL LEAVE**

Section 19.1. Each employee shall be granted two (2) days per program year for absence due to personal reasons with Employer approval which approval shall not be unreasonably withheld. Personal leave may be taken in minimum units of one full shift (A.M., P.M., Mid-Day, etc.) of the normal scheduled work day.

Section 19.2. For employees eligible to accrue vacation, personal leave with pay may not be accumulated, and may only be used during the program year in which it is granted. Employees who are not eligible to accrue vacation may carry over up to two (2) accrued, but unused personal leave days for use during the following program year.

Section 19.3. For purposes of this policy, program year is defined as the period of time between July 1 of any year and June 30 of the following year.

Section 19.4. Personal leave days shall not be deducted from sick leave or other paid leaves.

## **ARTICLE 20 – VACATION LEAVE**

Section 20.1. Vacation time, in part or in entirety, can be taken at any time during the year with the approval of the employee's compound supervisor. Approval of vacation time shall not be unreasonably withheld. Vacation requests must be submitted no more than one-hundred-eighty (180) calendar days in advance of the vacation and at least ten (10) work days in advance of the vacation. A vacation request shall be approved or denied by the Employer within five (5) work days of submission and the employee shall receive written notice of this approval/denial.

Section 20.2. Twelve month employees earn and accumulate vacation time at the following rates: Vacation is credited each bi-weekly pay period at the rate of 3.1 hours for those entitled to 80 hours of vacation per year; 4.6 hours for those entitled to 120 hours of vacation per year; 6.2 hours for those entitled to 160 hours of vacation per year; and at 7.7 hours for those entitled to 200 hours of vacation per year.

All twelve month employees will accrue the following annual vacation leave based upon the accumulation rate to an annual maximum set forth below and an overall maximum of three (3) years accumulation:

Less than one year of service = no vacation

One (1) year of service but less than eight (8) years completed = 80 hours (10 working days)

Eight (8) years of service but less than fifteen (15)  
completed = 120 hours (15 working days)

Fifteen (15) years of service but less than twenty-five (25)  
completed = 160 hours (20 working days)

Twenty-five (25) years or more of service  
completed = 200 hours (25 working days)

For employees scheduled to work less than 80 hours per bi-weekly pay period, vacation shall be credited at a pro-rate rate determined by the full-time rate applicable reduced to reflect the proportion of hours the employee is regularly scheduled to work.

Section 20.3. All employees are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation. No employee shall be paid for vacation leave earned if employment with the agency is terminated before one (1) year of service with the Employer. An employee shall accrue vacation benefits when on paid status (e.g. vacation, sick leave, etc.) to a maximum of eighty (80) hours per pay period. In case of death, an employee's unused vacation leave shall be paid to his spouse or dependents and, if neither, to his estate.

Section 20.4.

- A. Should a conflict arise concerning a request for vacation leave dates, the employee who submitted his/her request first generally shall be given preference. However, if multiple requests for vacation leave for the same dates have been submitted on the same day and all requests cannot be allowed, the more senior employee shall be given preference, notwithstanding the fact that a less senior employee may have submitted a request for the same dates on that day.
- B. Days specified as holidays or recess days shall not be charged to an employee's vacation leave.
- C. Vacation leave may be taken in one-tenth (1/10) hour increments.
- D. *The following is a one year pilot program that expires on December 31, 2014 and reverts to the past practice that was in effect in 2013 if one or both parties to this Agreement choose not to continue the pilot program:*

Up to four (4) eligible drivers and up to three (3) eligible assistants at East and up to three (3) eligible drivers and two (2) eligible assistants at West shall be granted vacation on any day if such requests are made in accordance with this Agreement. In each case, a non-bargaining unit person shall be engaged to cover the assignment of the employee granted vacation. Nothing in this Agreement shall interfere with the non-

bargaining unit person serving as a substitute for the vacationing employee.

Section 20.5. For purposes of determining vacation eligibility, "years of service" shall include any time continuously employed by the Employer.

Section 20.6. Prior employment with the State of Ohio or a political subdivision of the State shall be counted towards the employee's total years of service to determine eligibility for vacation for all existing employees. In the case of employees who may count prior service credit for vacation accrual purposes, it is the employee's responsibility to inform the employer of the prior qualifying service and supply evidence substantiating the prior employment. (A letter from the State of Ohio or political subdivision identifying the employee's prior service will be accepted as such evidence.) The employer is only responsible for applying an employee's qualifying prior service for calculating vacation leave rights prospectively once an employee has supplied notice and/or substantiating evidence of such service. The employer has no responsibility to reimburse employees for vacation they would have accrued based on that prior service for periods of time before the employee presented notice and/or evidence of prior service to the employer.

Section 20.7. The number of vacation days that employees may accumulate shall be limited to a maximum of three (3) years accumulation.

Section 20.8. Employees who separate from service for any reason shall be paid for any earned but unused vacation.

Section 20.9. If an employee wishes to cancel all or part of an approved vacation they shall do so on the form provided by the Employer. If the employer cannot allow an employee to revise their vacation by cancelling part of their vacation, it shall be up to the employee whether they submit this request for cancellation for approval. In other words, the Employer can reject an employee's request to modify approved vacation; if the Employer rejects such a request, then the employee can choose to maintain the original approved vacation or may cancel the entire approved vacation.

Section 20.10. Subject to approval by the Superintendent on an annual basis board employees, with at least eight (8) years of public service, may be provided the opportunity to request payment for the value of up to 1/3 of their accrued, but unused vacation leave credit. If approved by the Superintendent, vacation credit payment will be made, based upon the employee's rate of pay at the time of the request, which will eliminate all vacation leave credit for the vacation time for which the employee is being paid. Eligible Board employees must request such payment in writing to the Human Resources Department in order to initiate the process. Such requests can be made only in the month of November and payment will be made within the next ninety (90) days.

## **ARTICLE 21 – LEAVE OF ABSENCE**

Section 21.1. In addition to other leaves provided in this Agreement, the Employer may grant a leave of absence without pay to any employee for any personal reason of the employee. Such a leave may be renewed or extended if requested by the employee and approved by the Superintendent.

Section 21.2. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.

## **ARTICLE 22 – SICK LEAVE**

Section 22.1. Each employee shall be granted sick leave of .0575 hours for each hour in active pay status (e.g. for each eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave). Sick leave may be used in one-tenth (0.10) hour increments. The number of sick leave days employees may accumulate shall be unlimited.

Section 22.2. Credit is given for all time the employee is in active service and pay status, including vacation and sick leave.

Section 22.3. An employee is to be charged for sick leave only for days upon which he/she was scheduled to work. The amount of sick leave charged for such a day will correspond to the number of hours the employee was scheduled to work on the day of the absence.

Section 22.4. Sick leave may be used for absences due to personal illness, pregnancy, medical or dental treatment/injury, exposure to contagious disease which could be communicated to other employees or consumers/riders, and for illness, injury or death (subject to the limitations set forth in the bereavement leave Article of this Agreement) in the employee's immediate family. Travel time to the appointment shall be permitted.

The "immediate family" is defined as: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, domestic partner, or other person who stands in the place of a parent.

Section 22.5. Each employee shall submit to the compound supervisor a signed request for leave form for each request for sick leave upon return to work. Such forms shall be provided by the Employer and made available in each compound.

Section 22.6. Eight (8) hours is considered a full day. A day of sick leave for employees working less than eight (8) hours will be accumulated based upon the hours actually worked.

Section 22.7. The Employer may require the employee to provide a doctor's statement to verify an absence if the employee sought medical attention or for absences of three (3) consecutive work days or more, or if the employee has a history of questionable absences such as frequent absences on a Friday or Monday or before or after a holiday.

Section 22.8. Attendance Award Pilot Program. Employees who work a minimum of two hundred fifty (250) hours and do not use sick leave or leave without pay during the period January 1 through June 30 shall receive a one hundred dollar (\$100.00) attendance award. Employees who work a minimum of two hundred fifty (250) hours and do not use sick leave or leave without pay during the period July 1 through December 31 shall receive a one hundred dollar (\$100.00) attendance award. An employee may receive one or both of the attendance awards.

Attendance awards based upon the results of the just concluded period will be paid to eligible employees in July and January respectively.

Absences for reasons other than use of sick leave and leave without pay, including absences attributable to early release days, shall not disqualify an employee from receiving an attendance award.

Section 22.9. Attendance Policy/Excessive Use of Sick Leave.

- A. Employees are expected to work as scheduled and to be at work at the assigned time. If it is necessary for the employee to be absent or tardy, the employee must notify his/her Building Authority/Department Head or designee by the time specified by the Building Authority/Department Head or designee. Said specified time shall be communicated to employees in writing. Such notification must include the reason for the absence or lateness, a statement of the type of leave requested and an indication of when the employee can be expected to return to work. Failure to inform the Building Authority/Department Head or designee shall be cause for corrective disciplinary action and/or docking of pay.
- B. Progressive discipline will be considered when attendance/ tardiness violations occur. An attendance/tardiness violation occurs whenever any of the following situations arise:
1. Unauthorized Leave: An unpaid absence, without authorized leave, not including suspensions, or;
  2. Failure to Properly Report an Absence: When an employee fails to properly call in an absence by the time specified by the supervisor, or;
  3. Insufficient Sick Time/Lack of Medical Excuse: If an employee calls in sick and does not have an adequate amount of sick time to cover hours missed and does not have an excuse from a doctor stating that he/she was too ill to perform his/her duties, or, if an employee calls in sick to provide medical care for an immediate family member and does not have an adequate amount of sick time to cover hours missed and does not

have an excuse from his/her doctor stating the employee was needed to provide care, (this subsection shall no longer have force or effect regarding occurrences that take place on or after April 1, 2014 and such occurrences will then be addressed under the appropriate provisions of this Agreement), or;

4. Late for Work: Each occasion an employee is late for work that exceeds more than one occurrence in a rolling four (4) month period or;
5. Leave Work Early: If an employee leaves work early without supervisory authorization. In situations involving illness or an emergency supervisory notice to supervisor may be sufficient. However each occurrence shall be considered on a case-by-case basis, and the employee may be required to subsequently provide valid proof of said illness or emergency.

C. The following counseling and progressive discipline will be applied:

1st Attendance/Tardiness Violation - Instruction and Cautioning  
2nd Attendance/Tardiness Violation - Written Reprimand  
3rd Attendance/Tardiness Violation - 1 Day Suspension  
4th Attendance/Tardiness Violation - 3 Day Suspension  
5th Attendance/Tardiness Violation - 5 Day Suspension  
6th Attendance/Tardiness Violation - 10 Day Suspension  
7th Attendance/Tardiness Violation - Removal

D. All attendance/tardiness violations are considered AWOL and the employee will be docked pay accordingly.

E. Reduction of Discipline: If an employee has perfect attendance for four (4) consecutive working months following a violation (i.e., no unauthorized absence, tardiness or suspensions [the time period for all violations shall begin the day of the violation]) one violation will be removed from the violation progression. Absences due to early release days shall not disqualify employees from application of this provision.

F. Attendance/tardiness violations will be counted for the 24-month period preceding the date of the most recent violation.

G. If an employee accumulates more than one (1) violation as outlined in Section C., above, before a pre-disciplinary conference is held, the employee shall never be issued more than the most severe penalty as allowed by the Agreement. For example: if an employee has three (3) violations that have occurred before the employer schedules a pre-disciplinary conference and the employee would have been issued a "Written Reprimand", a "1 Day Suspension", and a "3 Day Suspension"- the employee would only serve a "3 Day Suspension" and would be placed at the level/step (4<sup>th</sup> Attendance/Tardiness Violation) as described in Section 22.9- the employee would NOT serve a "1 Day Suspension" AND a "3 Day Suspension". However, if an employee reaches the 6<sup>th</sup> and 7<sup>th</sup> violation before a conference is scheduled, the employee will be disciplined at Step 6, will enter into a last chance agreement, and shall not be terminated unless they later violate the last chance agreement.

- H. Alleged tardiness/attendance violations which the Employer knows of or should have known of, and which occurred more than forty-five (45) calendar days prior to a Pre-disciplinary Conference Notice being issued to the employee, shall not result in discipline being issued to the employee for that alleged violation.

## **ARTICLE 23 – MILITARY LEAVE**

Section 23.1. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in military service on field training, or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one calendar year. Any compensation received for military leave up to or equal to the employee's regular rate of pay is to be credited against the amount that the employee is to receive from the Employer, unless such duty is performed totally outside normal working hours.

Section 23.2. The Employer will grant up to five (5) years military leave without pay during service in the United States Armed Forces.

Section 23.3. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

Section 23.4. Employees who have worked for the Employer long enough to complete their probationary period will be granted a leave of absence without pay to be inducted or otherwise enter military service. If not accepted for such duty, the employee shall be reinstated to the employee's position without loss of seniority or status, or reduction in the employee's rate of pay.

Section 23.5. An employee who leaves a position with the Employer, whether voluntarily or involuntarily, to perform military duty, is separated or discharged under honorable conditions, makes application for re-employment within ninety (90) days after the employee is relieved from military duty or from hospitalization continuing after discharge for a period of not more than one (1) year, and is still physically qualified to perform the duties of such position, shall be restored to such position if it exists and it is not held by a person with greater seniority, or to a position of like seniority, status, and pay. If the employee is not qualified to perform the duties of such position by reason of disability sustained during such service, the employee shall be placed in such other position, the duties of which the employee is qualified to perform, as will provide the employee like seniority, status, and pay.

Section 23.6. Employees who are members of the Ohio National Guard will be granted leave with pay for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency.

Section 23.7. The rights provided in this Article shall be in addition to those provided in Ohio Revised Code Sections 5903.02 and 5923.05, currently in effect or as amended and any other State or Federal law.

## **ARTICLE 24 – COURT LEAVE**

Section 24.1. Jury Duty. Court leave with pay shall be granted to employees summoned for jury duty during normal working hours by Federal, State or any other court of competent jurisdiction. At the conclusion of any day's jury duty, the employee shall report to work, unless instructed otherwise by the employee's immediate supervisor.

Section 24.2. Subpoena. Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses during normal working hours where the employee is not a party to the action. In the event that the employee is not required to appear as scheduled, or is not required to attend the entire day, then the employee shall report to work for the remainder of the work day, unless instructed otherwise by the employee's immediate supervisor.

Section 24.3. BWC Hearings. An employee who is the claimant before the Bureau of Workers' Compensation for a Board-related claim, and who is scheduled to work at the time of the scheduled hearing or examination, shall be granted leave with pay for purposes of attending such hearing or examination during normal working hours.

Section 24.4. Reimbursement. Any compensation or reimbursement received, related to jury duty or for court attendance compelled by subpoena must be submitted to the Human Resources Department when such duty was performed during the employee's normal working hours.

Section 24.5. Personal Court Appearance. An employee who is appearing before a court or other authorized body in which he/she is a party to the action, except as set forth in Section 24.3 and 24.6, may request to use authorized unpaid leave, or may use accumulated vacation or personal leave.

Section 24.6. Any employee who appears in any matter before any court, commission, board or other legally constituted body on any Employer/agency-related matter, whether pursuant to subpoena or otherwise, shall receive his or her regular wages for all time spent attending such matter(s) which occurs during their regularly scheduled work hours.

Section 24.7. The provisions of this article authorizing court leave in various circumstances do not apply to periods of court-ordered detention, such as incarceration.

## **ARTICLE 25 – DISABILITY SEPARATION**

Section 25.1. Voluntary Reduction. When an employee becomes physically unable to perform the duties of his or her position, but is still able to perform the duties of a vacant, lower level bargaining unit position, he or she may voluntarily request reduction to the lower level position. Such request shall be made in writing through the proper channels stating the reasons for the request. Approval of such request is discretionary.

Section 25.2. Sick Leave. A physically incapacitated employee, who has exhausted his or her accumulated sick leave and for whom voluntary reduction is not practicable or available, may request up to twelve (12) weeks of unpaid disability leave only if he or she can present evidence as to the probable date on which he or she will be able to return to and fully perform in the same or similar position within a twelve (12) week period. This shall be in addition to FMLA leave.

Section 25.3. Reinstatement Procedure. Reinstatement rights following Disability Separation extend for a total of twenty (20) weeks from the effective date of the leave for the disabling conditions. Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform all of the duties of the position. If the examination is conducted by a physician designated by the Director of Transportation, the costs of such examination shall be paid by the Employer. If continuing disability precludes reinstatement, the employee may apply to PERS for Disability Retirement. If approved, such retirement must be reported to the Human Resources Department.

An employee who does not return from Disability Separation, formally resigns, or takes Disability Retirement, shall be separated from service effective as of the first day of the leave for the disabling condition.

## **ARTICLE 26 – ASSAULT LEAVE**

Section 26.1. If an employee is physically injured during the course of employment as a direct result of a physical assault by, or any physical contact by or with, a client of the Employer, such employee may be granted an assault leave which leave may not be unreasonably denied.

Section 26.2. Assault leave may be granted which leave may not be unreasonably denied according to the following rules:

- A. The incident resulting in the assault leave must occur while the employee is performing assigned, working duties or duties necessary to the performance of assigned, working duties;
- B. The injury/assault must be reported to the employee's immediate supervisor on the day of occurrence, and an accident/incident report must

be completed the day the incident occurs, unless the nature of the injury prohibits the employee from completing the incident report on that day, in which case the report shall be completed at the employee's first opportunity;

- C. The injured employee must submit a request for paid assault leave within 2 calendar days following submission of the accident/incident report, together with a statement from a physician (who may be designated by the Employer) describing the nature of the expected duration of the expected disability which results from the incident/assault and which also details the need for the employee's absence from regular employment. The request for assault leave may be submitted by a representative or designee of the injured employee including his or her Union representative.

Section 26.3. Employees on approved assault leave shall be maintained on full paid status during such absence. The first five (5) days of absence due to approved assault leave shall not be charged against the employee's accrued leave or against any workers' compensation. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault. Workers' compensation may not be received simultaneously with assault leave benefits.

#### **ARTICLE 27 – SENIORITY**

Section 27.1. For purposes of this Agreement, employee seniority rights shall be determined by agency seniority. Agency seniority shall be computed on the basis of the total uninterrupted length of continuous service with the Employer. A separation of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Until January 1, 2014, existing language concerning the impact of separations of employment on agency seniority will apply to calculate seniority. Separations of employment occurring after January 1, 2014 will not affect seniority accrued after that date.

Section 27.2. The Union shall be provided a seniority list from the Director of Human Resources. Such list shall be provided in a timely manner. The seniority list shall be made up by classification and shall contain, in order of seniority, names and dates of hire of each employee in the bargaining unit.

Section 27.3. Seniority shall be computed based upon the date of appointment, as reflected on the personnel action form. In the event two or more employees have the same seniority date, the person with the lowest last four digits of their Social Security Number will be considered the most senior (e.g. 1299 is lower than 3600).

Section 27.4. For purposes of this Article and Agreement, reinstatement shall refer to recall from layoff, return from disciplinary suspension, return to employment by the award of an arbitrator or any court of competent jurisdiction, return from leave of absence, workers' compensation leave, or military leave, or return to a position as the result of a non-initial probationary failure.

Section 27.5. Employees shall not receive seniority credit for any other service with any other Employer, nor for any time of employment with the Franklin County Board of DD which was prior to a break in continuous service. However, employees with prior service with the Franklin County Board of DD shall receive retirement credit for such time worked in accordance with applicable law.

Section 27.6. No employee who on December 1, 2007 is receiving vacation leave on the basis of accrued seniority which includes qualifying service with an entity other than the Employer, including the State of Ohio or any political subdivision of the state shall suffer a decrease in the rate at which he or she accrues vacation leave as a result of the application and operation of this Agreement

#### **ARTICLE 28 – LAYOFF AND RECALL**

Section 28.1. For purposes of layoff and recall there shall be one department – Transportation. The Transportation Department shall consist of two classifications: Bus Drivers and Bus Assistants.

Section 28.2. Whenever the Employer determines it necessary to reduce the work force, the following procedures shall apply:

- A. Whenever it becomes necessary to reduce the number of employees such reduction shall first be accomplished by attrition. If attrition is not sufficient to meet the needs of the Employer, the Employer shall determine the number of employees and classification(s) to be affected by the layoff. The Employer agrees to meet with the Union to discuss possible alternatives to layoff and the impact of the layoff prior to initially notifying the affected employees.
- B. Seniority lists based on agency seniority for each classification to be involved in a layoff shall be given to the Union at least sixty (60) calendar days prior to any layoff. The Employer shall post the lists after giving the same to the Union. Challenges to employee placement on the lists must be given to the Director of Human Resources or designee within thirty (30) calendar days following posting of these lists. A list will be final as to each employee who does not challenge the list within this thirty (30) day time period.
- C. Layoffs may only be made for a bone fide business reason.

- D. The Employer shall provide to the affected employees and the Union a written notice at least thirty (30) calendar days in advance of a layoff setting forth the reasons for the layoff(s), the reason that there is a lack of work or lack of funds or lack of continued need for the position(s), the effective date of the layoff, and an identification of all positions affected by the layoff(s).
- E. Employees serving a probationary period after initial appointment shall be laid off before employees who have completed a probationary period. In the event two or more employees have the same seniority date, the person with the lowest last four digits of their Social Security Number will be considered the most senior (e.g. 1299 is lower than 3600).
- F. Employees in the positions affected shall be placed on a seniority list by classification in descending order of agency seniority. Employees with the least agency seniority shall be laid off first as applicable. Should two (2) or more affected employees have equal agency seniority, the employee(s) with the highest last four digits of his/her/their Social Security Number shall be laid off first.
- G. Names of employees shall be placed on a recall list based upon agency seniority in descending order of seniority. A copy of this list shall be provided to the Union. Vacancies due to layoff shall be filled from the recall list first. The individual with the most agency seniority shall be recalled first. An employee is eligible for recall for a period of twenty-four (24) months from the date of layoff.
- H. Recall notices shall be sent by certified mail, to the last address known to the Employer, return receipt requested, with a copy to the Union. The employee shall have ten (10) calendar days from the date of receipt of the recall notice to return to work, unless a later date is otherwise specified in the notice. A recalled employee will be placed in the step which most nearly corresponds to the employee's salary at the time of recall with the employee receiving credit for time off on layoff. If the recalled employee fails to return to work by the tenth (10<sup>th</sup>) day, or by such extended date as mutually agreed, the employee forfeits the right of recall.
- I. The Employer may not hire, promote, reassign or transfer any person into the classification affected by the layoff while there are employees on layoff.

## **ARTICLE 29 – EFFECT ON AGENCY POLICIES**

Section 29.1. This contract supersedes all agency policies whether or not specifically identified and addressed in this agreement.

## **ARTICLE 30 – PROBATION**

Section 30.1. Period. Each newly hired or promoted employee shall serve a probationary period. Probationary periods shall be 90 days for promoted employees and 180 days for newly hired employees. By mutual agreement of the employee and the Employer, further extensions may be effected.

Section 30.2. Use. Supervisors shall use the probationary period to closely observe and evaluate the employee's performance and aptitude for the job. The employee is encouraged to bring problems, questions, or suggestions to the Supervisor, which will assist the Supervisor to improve the employee's performance. Supervisors have a responsibility to recommend retention of only those employees who meet acceptable work standards during the probationary period. It is the responsibility of the appropriate Supervisor to inform the employee of non-disciplinary deficiencies in performance, and to give the employee suggestions for improvement and a reasonable timetable within which to effect such changes.

Section 30.3. Separation. Employees serving an initial probationary period who are terminated from service with the Employer shall have no recourse to the grievance procedure provided for in this agreement to appeal such action. Employees on non-initial probationary periods who do not satisfactorily complete probation shall be returned to their former position/classification, or to a similar position/classification if their former position no longer exists.

Section 30.4. Calculation of Period. The probationary period for full-time employees and scheduled part-time employees shall be based on calendar days from the date of original appointment.

## **ARTICLE 31 – ETHICS AND INDIVIDUAL RIGHTS**

Section 31.1. Ethics. All employees are expected to comply with the ethics and conflict of interest laws of the State of Ohio, and shall not engage in outside employment which results in a conflict of interest with their duties as employees of the Franklin County Board of DD. All employees convicted of, or pleading guilty to, any felony or misdemeanor as set forth in O.R.C. 5126.28, and traffic violations which affect the employee's ability to be insured by the Employer, are required to report such information to the Employer within fourteen (14) days of such occurrence.

## **ARTICLE 32 – RESIGNATIONS**

Section 32.1. Any employee who wishes to resign, should provide written notice to the Director of Transportation or designee twenty-one (21) days prior to the date the resignation is to be effective. The failure to provide such timely written notice, may result in the Employer refusing to re-hire the employee. Failure to comply with this Article is a violation of this Agreement. A resignation is effective when it is accepted in writing by the Director of Transportation or designee on a form designated for that purpose.

## **ARTICLE 33 – PERSONNEL FILES**

Section 33.1. A personnel file for each employee shall be maintained in the Human Resources Department of the Employer which shall be the only one (1) official personnel file; no other official personnel file shall be maintained.

Section 33.2. An employee may schedule an appointment to review the employee's file with at least twenty four (24) hour notice (except in case of an emergency or upon mutual agreement.) A Union representative, if desired by the employee, may accompany the employee to review the file. Upon request, one copy of material contained in the file shall be provided the employee at no expense. File reviews will be conducted during normal business hours.

Section 33.3. If an employee disputes the accuracy or completeness of any information maintained in the personnel file, the employee may submit a statement of rebuttal or explanation which will be attached to such document.

Section 33.4. An employee shall be provided and required to initial a copy of any disciplinary or corrective action before it is placed in the employee's personnel file. If the employee refuses to initial the action or attempts to evade service by the Employer, a statement to that effect shall be noted on the document, and the employee shall not use the refusal to initial said action or failure to receive as a basis to challenge the validity of said action.

Section 33.5. Unless the Employer deems the complaint to be frivolous or release of the information is prevented by state or federal law, whenever a complaint is made concerning an employee by anyone other than a representative of the Employer, the employee shall be informed of the complaint and the name of the complainant within five (5) work days after receipt of the complaint, and, if the complaint has been reduced to writing, shall be provided a copy of the complaint within five (5) work days after the written complaint is received. When anyone other than a representative of the Employer has requested to review any records in the personnel file of an employee, the employee shall be notified of the request within two (2) days after the request is made.

## **ARTICLE 34 – DRUG FREE WORKPLACE**

Section 34.1. The use, possession, sale, manufacture or distribution of alcohol, illegal drugs or the improper or abusive use of legally prescribed drugs, or other intoxicating substances by employees while working or while on FCB/DD premises or other work locations is prohibited. Every employee of the Board is expected to report for work and render service without being impaired by or under the influence of alcohol or illegal drugs of any kind. An employee also has an affirmative obligation to make sure that his or her use of legal, over-the-counter medications or prescription drugs does not impair the employee's ability to safely execute the essential functions of his or her job.

Section 34.2. For the purposes of this policy, illegal drugs include, but are not limited to, narcotics, hallucinogens, depressants, stimulants, other substances (e.g., LSD, PCP, cocaine, marijuana, etc.) which can affect or hamper the senses, emotions, reflexes, judgment or other physical or mental activities, and controlled medication not prescribed, or in quantities or frequency different from that prescribed, for current personal treatment by a licensed physician to address a specific physical, emotional or mental condition.

Section 34.3. For the purposes of this policy, medication or prescribed drugs are drugs an individual is taking under the direction of a licensed physician to address a specific physical, emotional, or mental condition, where such medication or prescribed drugs are taken in the quantity or frequency as prescribed.

Section 34.4. Employees who are required to have commercial drivers' licenses and/or operate commercial motor vehicles in the course of their employment with the Board are subject to drug and alcohol testing requirements established by the Federal Highway Administration, 49 C.F.R. Part 382, including pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, return-to-duty testing, and follow-up testing for controlled substances. Where applicable, the Employer will carry out testing called for by those regulations, as well as other testing specified in this Article.

Section 34.5. Drug screening shall be required for all new employees and those seeking promotion, transfer or demotion into positions. Random testing for substance abuse will be administered by a third party selected by the Employer and at the Employer's expense for all employees who may be involved in the transportation of consumers, those employees who are required to drive a motor vehicle as a regular part of their job duties, or those employees who operate heavy machinery. Any employee who tests positive shall be given a reasonable opportunity to challenge or provide an acceptable medical explanation of the results. If the results are confirmed and no acceptable medical explanation exists, the employee shall be terminated.

In the event that an employee can prove that there is a reason that he or she received a "dilute negative" test result, the employee will be given an opportunity for a retest, provided the employee consents to testing of a type that will provide a meaningful test result, notwithstanding that the type of testing may differ from those specified in this Article.

Section 34.6. Subject to the limitations contained in this paragraph, drug or alcohol testing may be required for any individual employee in any position, where there exists probable cause to believe that illegal drug use or alcohol use is impairing the employee's ability to perform the essential functions of the employee's job. Such test may be directed by the Director of Human Resources or his/her designee. An employee may be required to undergo such testing immediately when the Director of Human Resources or his/her designee determines that there are objective indications of impairment of behavior, demeanor, speech, appearance, breath, or job performance and probable cause that the employee is impaired by drugs or alcohol while in the scope of his/her employment by FCBDD; when an employee is involved in a work-related accident, causing injury to person or damage to property, for which drug or alcohol impairment may reasonably have been a contributing factor; or, during any physical examination regularly required by the Director of Human Resources, or state law:

- a. An employee who refuses to sign a consent form allowing for testing with test results to be presented to the Director of Human Resources or who fails to cooperate fully and in a timely manner with the requirement to undergo drug or alcohol testing, shall be terminated. An employee who fails to undergo an alcohol or drug test immediately as directed shall be terminated.
- b. An employee who tests positively for drugs or alcohol shall be given reasonable opportunity to challenge or explain the results. In the case of employees who hold positions involving the operation of vehicles, if such an employee challenges or offers a legitimate explanation for their positive test result, the Director of Human Resources may place the employee on administrative leave until the Director of Human Resources ascertains whether the initial positive result was accurate and/or excusable. If the positive test result is upheld by the Director of Human Resources, the Board shall terminate the employee. If the positive test result is refuted to the satisfaction of the Director of Human Resources, the employee shall be returned to duty following the paid administrative leave.
- c. Notwithstanding the fact that the Board seeks to encourage employees with drug or alcohol abuse problems to participate in a counseling and/or treatment program, the fact that the Board gives an employee the opportunity to participate in such a program does not excuse the employee from receiving a disciplinary sanction for his/her underlying policy violation. The mere fact that such misconduct may be related to an underlying drug or alcohol condition, or that the employee is undergoing counseling, treatment or rehabilitation for such underlying condition does not excuse the employee from disciplinary sanction for the violation. Such employee shall be terminated.

Section 34.7. A program of counseling, and/or treatment may be approved by and at the sole discretion of the Director of Human Resources in addition to disciplinary action provided good cause is demonstrated in the opinion of the Director of Human Resources:

- a. The employee demonstrates good cause to believe that counseling or treatment will be beneficial and it would pose no potential risk to health or safety.
- b. The employee has no previous discipline.
- c. The employee applies for leave without pay during the period of the counseling or treatment program. The Board reserves the right to prohibit employees from returning to their positions until successful completion of a program of counseling and/or treatments as certified by the counseling program.

Section 34.8. As used in this policy, drug and alcohol tests include blood, urine, breath, or other chemical tests performed by physicians and professional testing laboratories. The results of any such test will remain confidential, to the extent allowed by law, except for its use in official safety or accident investigations, criminal prosecution of the employee, or any action related to the removal or discipline of the employee.

Section 34.9. Any test required under this policy shall be conducted at the Board's expense. Employees who dispute the test results are permitted to have a second analysis conducted of the same sample at their own expense. Employees shall be entitled to receive a copy of the test results.

Section 34.10. Employees refusing to cooperate in any investigation, search, screening test or found to be in possession of illegal drugs or other prohibited substances will also be subject to disciplinary action. The individual rights of employees will not be abridged.

Section 34.11. Legally prescribed drugs and over-the-counter medications may be taken in the workplace, provided that they are taken as prescribed and the employee can perform the essential job functions as set forth in the employee's job description.

Section 34.12. Any employee convicted of any Federal or State criminal drug offense, must notify the Employer of that fact within five (5) calendar days of the conviction.

Section 34.13. Except as provided for by federal law, tests usually will be given no more than one hour prior to an employee's scheduled work shift and no later than one hour following the end of an employee's scheduled work shift. The Board may, however, rely on test results taken by other agencies at other times in connection with off-duty motor vehicle accidents and other situations.

## **ARTICLE 35 – NEEDS OF EMPLOYEES WITH DISABILITIES**

Section 35.1. All issues regarding the needs of bargaining unit members with disabilities shall be governed by and in conformance with The Americans with Disabilities Act and all other relevant federal, state and local laws.

## **ARTICLE 36 – CRIMINAL BACKGROUND INVESTIGATIONS**

Section 36.1. The Franklin County Board of DD will perform criminal background investigations in accordance with state and federal law and regulations. The employee organization will be given 24 hours' notice prior to a criminal background investigation of any existing employee.

### Section 36.2.

- A. In the event that an employee is arrested, summoned, or indicted for an alleged violation of an offense listed in R.C. Section 3319.31(C) or R.C. Section 3319.39(B)(1), the Employer will comply with the procedures outlined in R.C. 3319.40 and any rules promulgated thereunder by the Ohio Department of Education. In the event that an employee is arrested, summoned, or indicted for an alleged violation of an offense addressed in this Article, the employee may opt to resign. If the employee does not choose to resign, the Employer will place the employee on unpaid leave pending the resolution of criminal proceedings against the employee by the prosecuting authority. If the employee does not choose to resign and the Employer concludes that the employee has engaged in conduct constituting misconduct warranting employment discipline, the Employer may institute disciplinary proceedings against the employee for just cause, notwithstanding the pendency, status or resolution of criminal proceedings against the employee. Non-probationary employees have the right to utilize the contractual grievance procedure to contest any discipline the Employer issues to them.
- B. However, the following stipulations shall be followed by the parties:
1. Employees placed on unpaid leave for violations based on this article shall have the option to use any/all of their accrued but unused paid vacation and/or personal leave while they are on unpaid leave.
  2. If an employee is found not guilty, acquitted, or has all charges of a type addressed above in subsection A dropped (or modified to a violation that is not listed in the above mentioned code sections) and the Employer has disciplined the employee, the employee may file a grievance seeking reinstatement from a suspension or termination, if any. An employee's right to reinstatement, as well as the employee's right to backpay, if any, will be determined by the Arbitrator. Such grievance must be filed within fifteen (15) calendar days after the grievant knows, or should have known, of the act, event or condition on which this grievance is based.
  3. If a court of competent jurisdiction rules, or the Attorney General of Ohio opines, that R.C. Section 3319.40 and the regulations

promulgated thereunder do not apply to County Boards of DD, Section 36.2 of this Agreement will no longer have force or effect.

### **ARTICLE 37 – PERFORMANCE EVALUATIONS**

Section 37.1. Employees shall be evaluated once each calendar year. This shall take place no later than the anniversary date of the employee.

Section 37.2. Probationary employees shall be evaluated at the mid-point of their probationary period and also immediately prior to the end of their probationary period.

Section 37.3. Each employee shall receive a copy of his or her performance evaluation. Each performance evaluation shall be discussed with the employee who is the subject of the evaluation. Within 5 calendar days after the presentation and discussion of the performance evaluation, the employee who is the subject of the evaluation may respond to the evaluation in writing. Each written response to a performance evaluation shall be attached to the relevant performance evaluation. No part of an evaluation shall be based on unsubstantiated third party comments.

Section 37.4. No performance evaluation may be placed in any employee personnel file unless it first has been presented to and discussed with the employee who is the subject of the evaluation and the 5 day period specified in Section 37.3 has elapsed. If an employee chooses to attach a response to a performance evaluation, the response shall be placed in the employee's personnel file with the evaluation.

### **ARTICLE 38 – BUS DRIVER AND BUS ASSISTANT JOB POSTING PROCEDURES**

Section 38.1. Whenever the Employer determines that a permanent vacancy exists in the position of bus driver or bus assistant in the bargaining unit, a notice of such vacancy shall be posted on the Employer's bulletin board at each compound in the Transportation Department for a period of seven (7) calendar days. A copy of the posting shall be given to the Local President or designee. During the posting period, anyone wishing to apply for the vacant position(s) shall do so by signing the list at the bottom of the posting. The Employer shall not consider applications submitted after the seven (7) day period has expired. No one from outside of the bargaining unit shall be considered for a vacancy as long as there is a qualified bargaining unit member who applies for the vacancy.

Section 38.2. The vacant position shall be awarded to the applicant with the most agency seniority who meets the qualifications of the position as established by the Employer.

Section 38.3. If a current employee is awarded the vacant position, the employee shall have fourteen (14) calendar days to determine whether or not the employee desires to stay in that position. If for any reason the employee does not wish to remain in that position, the employee shall be returned to the employee's former position. In such case the vacant position shall then be offered to the next person on the list with the most agency seniority who meets the qualifications of the position as established by the Employer.

Section 38.4. The Employer shall also place on the Employer's bulletin board at each compound notice of all other Transportation Department vacancies outside of the bargaining unit to advise employees in the bargaining unit of vacancies within the Transportation Department. Also, the Employer shall continue the practice of agency-wide job postings, in book form, at each compound to be maintained and updated bi-weekly. The book shall continue to be stored in the designated employee areas.

### **ARTICLE 39 – ROUTE RETENTION AND BIDDING**

Section 39.1A. Subject to the Employer's duty to (a) ensure Consumer choice and (b) comply with each Consumers Individual Plan ("IP"), bus drivers and bus assistants shall retain the same route until the employee bids on and receives a different route. Routes will not be subject to an annual bid procedure. If the Employer determines that a route is substantially changed or eliminated and there is a disagreement concerning who is entitled to the changed route, the bus driver(s) affected by the route change shall have choice of routes according to agency seniority with the bus driver having the most agency seniority selecting first and the next most senior affected driver selecting next, etc. Similarly, if the Employer determines that a route is substantially changed or eliminated and there is a disagreement concerning who is entitled to the changed route, the bus assistant(s) affected by the route change shall have choice of routes according to agency seniority with the bus assistant having the most agency seniority selecting first and the next most senior affected assistant selecting next, etc. Employees assigned to nine (9) month routes may only bump into nine (9) month routes. Employees assigned to twelve (12) month routes may only bump into twelve (12) month routes.

Section 39.2A. Unless notified otherwise by the Compound Supervisor or the Compound Supervisor's designee, drivers shall stop at each stop on the assigned route. If a Consumer is not present at his/her stop at the scheduled pick up time, the driver shall radio in for instructions.

Section 39.3A. Notwithstanding any other provision of this Agreement, no applicant or employee is eligible for a vacancy, assignment, route or other working arrangement entailing direct supervision by an immediate family member of the applicant or employee, or entailing two immediate family members working together on the same bus. The Employer will not assign a supervisor to supervise an incumbent employee who is an immediate family member of that supervisor, or assign two immediate family

members to the same bus. For purposes of this section, "immediate family" is defined by Section 22.4 of this Agreement. In the case of employees who are in violation of a prohibition established by this Section at the effective date of this Agreement, the Employer will encourage the affected employees to consider reassignment to eliminate the working relationship prohibited by this section. The prohibitions set forth in this section apply to employees not currently violating this section as of the effective date of this contract. Employees who are violating this section as of the effective date of this contract can continue to do so unless they change routes voluntarily

#### B. ON-GOING BID

Section 39.1B. Whenever the Employer determines that there is a vacancy for a route at any Compound, all available positions shall be posted for five (5) work days at each Compound. The posting for the particular position shall include: morning and afternoon in and out times; estimated number of Consumers; number of walk-ons; number of Consumers requiring adaptive equipment and type of adaptive equipment required; compound; name of facility the bus is to be driven to; number of assistants required; hours paid; relevant IP requirements and whether the position is a nine (9) month calendar status or twelve (12) month calendar status.

Section 39.2B. The Employer may withdraw a posting at anytime before the posting deadline.

Section 39.3B. Any employee who meets the qualifications for the position may submit a bid.

Section 39.4B. All bids are final when the posting deadline occurs. The most senior eligible bidder based upon agency seniority will be awarded the route.

Section 39.5B. Routes will be awarded within ten (10) work days of the posting deadline. If operational needs exist, the Director of Transportation and the Union may agree to delay the route award.

Section 39.6B. If no eligible bidder bids on a route, the Transportation Supervisor may repost the route or may assign an unassigned employee to that route. An unassigned employee assigned to that route shall retain the employee's nine (9) month calendar status or twelve (12) month calendar status.

Section 39.1C. Curriculum trips are trips which are part of regular programming and scheduled by the Employer to occur at least once every two (2) weeks for a minimum period of two (2) months and occur prior to 5:00 p.m. These trips have the same general departure and drop-off points. (Examples: Y.M.C.A., Physical Education, Community Employment job sites). Curriculum trips shall be attached to routes.

#### D. INCORPORATION OF MEMORANDUM OF UNDERSTANDING

Section 39.1D. Notwithstanding any existing provision of Article 39, or any other inconsistent provision of the collective bargaining agreement, if a bus driver or bus assistant is absent from work for fifty-two (52) or more consecutive weeks, the Board may make that employee's route available for bid by qualified bargaining unit employees. Consistent with the current language of Article 39, selection of a bus driver's route shall be made according to agency seniority with the bus driver having the most agency seniority selecting first and the next most senior affected driver selecting next, etc. Likewise, in the case of a bus assistant's route, selection shall be made according to agency seniority with the bus assistant having the most agency seniority selecting first and the next most senior affected assistant selecting next, etc.

Section 39.2D. Notwithstanding any existing provision of Article 39, or any other inconsistent provision of the collective bargaining agreement, if an employee returns to work after an absence of fifty-two (52) or more consecutive weeks, and that employee's route has been previously rebid and selected by another bargaining unit employee pursuant to the method described in Section D of this article, the returning employee shall bid on and select a new route from among those routes available at the time of the employee's return to work, if any routes are then available.

Section 39.3D. Notwithstanding any existing provision of Article 39, or any other inconsistent provision of the collective bargaining agreement, in the event that a bus driver or bus assistant returns to work from an absence of fifty-two (52) or more consecutive weeks, and that employee's route has been previously rebid and selected by another employee pursuant to the method described in Section D of this article, and no routes are available for selection at the time of the employee's return, the Board will assign the returning employee to an unassigned status until a route is available for bid.

#### ARTICLE 40 – HEALTH AND SAFETY

Section 40.1. The Union and the Employer share responsibility for safety in the work place.

Section 40.2. The Union and the Employer shall cooperate to attempt to maintain safe working conditions in all facilities, vehicles, and equipment furnished by the Employer to carry out the duties of each bargaining unit position. The Employer shall provide legally required first-aid equipment and training in a manner which makes it readily accessible to all bargaining unit employees.

Section 40.3. Employees must notify the Employer immediately about any hazardous condition or practice or any potential safety problems in the work place. All accidents occurring in the work place shall be immediately reported to the supervisor or designee of the reporting employee(s). The employee shall be responsible for completing an

accident form and submitting it to the Director of Transportation immediately unless an emergency prevents otherwise.

Section 40.4. The Employer and the Union agree to participate in the agency Safety Committee. The Union shall be able to appoint one (1) representative to this Committee. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures.

#### **ARTICLE 41 – JOB DESCRIPTIONS/JOB DUTIES**

Section 41.1. The Union shall be provided with a copy of the current classification specification of each bargaining unit position.

Section 41.2. The Employer shall not modify the job description of any bargaining unit position, or add duties to or subtract duties from, any bargaining unit position without first providing the Union with advance notice of any proposed modification to any bargaining unit job description and then bargaining with the Union over any proposed modifications to the job description of any bargaining unit position.

#### **ARTICLE 42 – ACCESS TO CLIENT INFORMATION**

Section 42.1. Bargaining Unit Employees shall be provided with information about client behavior and personality characteristics, tendencies, and/or histories to the extent necessary to competently and safely perform the employee's job duties. Bargaining Unit Employees shall also be provided client information about disease and illness to the extent necessary to competently and safely perform the employee's job duties. All information referenced in this Article shall be treated by the Employer and Bargaining Unit Employees in a manner that protects the client's privacy and confidentiality. This Article shall be implemented and interpreted in compliance with State and Federal laws and regulations. The Employer shall provide to employees ongoing training concerning how to use the above information given.

Section 42.2. Bus drivers and bus assistants shall be provided copies of emergency contact information which shall contain the names, telephone numbers, and other contact information for those individuals who are to be contacted in the event of an emergency. The information concerning consumers/riders shall be updated and given to the drivers and assistants whenever it changes.

#### **ARTICLE 43 – EXPENSE REIMBURSEMENT**

Section 43.1. Employees shall be reimbursed for approved expenses.

## **ARTICLE 44 – LABOR MANAGEMENT COMMITTEE**

Section 44.1. At the written request of either the Union or the Employer, a meeting of a Labor-Management Committee shall be held. The purpose of a meeting of the Labor-Management Committee is to consider and discuss matters of mutual interest to the Union and the Employer other than grievances under consideration in the grievance procedure. Grievances may be discussed only upon mutual agreement.

Section 44.2. Meetings of the Labor-Management Committee shall not be regularly scheduled, but shall occur only at the request of either the Union or the Employer at a time and location which is mutually acceptable to both parties. Every effort shall be made by the Union and the Employer to hold the requested meeting of the Labor-Management Committee within 14 calendar days after written request for a meeting of the Labor-Management Committee is served by one of the parties. The Union President shall be the contact person for the Union for purposes of arranging a meeting of the Labor-Management Committee.

Section 44.3. The Union and the Employer may each have up to 3 representatives at meetings of the Labor-Management Committee. Employees who are Union-designated representatives for a meeting of the Labor-Management Committee shall be permitted to attend the meeting of the Labor-Management Committee without loss of pay. The Union may have a representative(s) from the state office of OAPSE/AFSCME Local 4 or legal representation attend a meeting of the Labor-Management Committee upon providing the Employer with advance written notice of their planned attendance. The Employer may have legal representation attend meetings upon providing the Union with advance written notice of their planned attendance. Union staff and legal representation for the Union or Employer shall be in addition to the 3 designated Union and Employer representatives.

Section 44.4. Meetings of the Labor-Management Committee shall not be for the purpose of continuing collective bargaining negotiations. Meetings of the Labor-Management Committee shall not be for the purpose of in any way modifying or altering the terms of this Agreement, or the rights which either the Union or the Employer has under this Agreement, unless both parties expressly agree to a modification as a result of discussions which are properly initiated in the context of a meeting of the Labor-Management Committee and which agreement is entirely voluntary on the part of both parties.

## **ARTICLE 45 – UNION REPRESENTATION, OAPSE MEETINGS, CONFERENCES, EMPLOYER MEETINGS**

Section 45.1. The Employer agrees to permit Union field/staff representatives who are not employees of the Employer access to the Employer's premises during the Employer's normal business hours. Such Union representatives shall also be permitted access to the Employer's facilities for any scheduled Union meeting to be held before or

after normal business hours. Such visitations shall not interfere with the work duties of the employees except to the extent otherwise authorized herein. Such visitations shall be for the purpose of conducting Union business. The Union representatives shall follow the Employer's normal sign in procedure for visitors before entering the Employer's premises.

Section 45.2. The Employer recognizes as employee Union representatives officers of the Local, a grievance committee chairperson, stewards, and Union committee members.

Section 45.3. The Union shall provide to the Employer the names and positions of the Union representatives. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 45.4. Union representatives attending meetings, hearings, and conferences which the Employer schedules during the normal working hours of the Union representative shall do so without loss of pay. Such meetings, hearings, and conferences may be scheduled outside of normal work hours, provided, however, employees who are required by the Employer to be at any meeting, hearing or conference held outside of said employees' normal work hours will be compensated by the Employer for all time in attendance.

Section 45.5. The Union and its representatives may use the Employer's inter-agency mail system to distribute materials for Union purposes.

Section 45.6.

- A. The Employer shall provide a bulletin board for use by the Union at each of the employees' work locations. If the Union desires a secured bulletin board, the Union shall pay for the bulletin board.
- B. Material may not be posted on such Union bulletin boards if it is defamatory, obscene, libelous, derogatory to any employee of the Employer, including non-bargaining unit members, or tends to impede or disrupt the normal operations of the Employer or is of a partisan political nature. Material which reports on the status of unfair labor practice charges filed against the Employer or strike notices and copies of materials filed with the State Employment Relations Board shall not be prohibited. Violations of this section shall be discussed at meetings of the Labor-Management Committee.
- C. If the Employer determines that certain material placed upon the bulletin board violates subsection B, the Superintendent or designee may request the Union President to remove such material. If the Union President refuses to remove such material from the bulletin board within a

reasonable time of being requested to do so by the Superintendent or designee, the Superintendent or designee may remove such material. If the Union feels the removal of such material by the Superintendent or designee was improper, the Union may file a grievance challenging such removal.

Section 45.7. Each calendar year, the Employer will permit two (2) employees who are authorized by the Union to attend Union conferences without loss of pay. The paid leave under this section shall be no more than two (2) days for each of the two (2) employees. Notification of delegate status and intent to attend said meeting shall be presented to the Superintendent at least thirty (30) calendar days prior to the meeting date. If additional time to attend Union conferences is needed by the two (2) employees or additional delegates, such time may be taken without pay.

Section 45.8. The Union may use the Employer's facilities for Union meetings and other appropriate activities with prior approval from the Superintendent or the Superintendent's designee.

Section 45.9. Board meeting, regular or special, agendas and the minutes from the prior meeting of the Board, regular or special, and minutes from the most recent Human Resources Committee and Finance Committee meetings shall be sent to the Union Local President or the President's designee at least five (5) work days prior to any Board meeting. Any addendum or change to the Board meeting or agenda shall be sent to the Union Local President or the President's designee at least one (1) hour preceding the opening of the Board meeting.

Section 45.10. Absence from work on approved Union business shall not be considered an absence for purposes of evaluating an employee's attendance record.

Section 45.11. Ten (10) copies of the employee handbook shall be kept at each of the compounds and employees shall be able to review these copies at any time. The Union shall designate one (1) person to maintain a copy of the handbook and this copy shall be provided by the employer. The Union shall be able to make copies of the handbook but the Union shall be responsible for the cost of copies, if any. Any reasonable additions, deletions, guidelines, etc. pertaining to the handbook shall be given to each employee in writing.

## **ARTICLE 46 – PHYSICAL EXAMINATIONS**

Section 46.1. Employer shall pay the full cost of the annual physical examination and re-examination, if necessary, required for all bus drivers. The Employer shall pay for the post-employment physical examination required for bus assistants. The Employer shall be able to select the doctor to administer the examinations. The Employer shall also pay in full for the cost of hepatitis shots requested by any bus driver or bus assistant.

## **ARTICLE 47 – INCIDENT REPORTS**

Section 47.1. Employees shall turn in all incident reports to their respective Compound Supervisor by the end of their shift (A.M., P.M., Mid-Day, etc.) on the same day that the incident occurs unless an emergency prevents doing so.

## **ARTICLE 48 – DISTRIBUTION OF AGREEMENT**

Section 48.1. Within thirty (30) days of the signing of this Agreement, the Employer shall have the Agreement printed or reproduced and distributed to each employee in the bargaining unit. Fifty (50) extra copies of the Agreement shall be provided to the Union President or designee.

Section 48.2. If the Union desires additional copies or a specified format, the Union shall bear all cost of printing of those copies.

## **ARTICLE 49 – PAYMENT FOR OBTAINING/MAINTAINING REQUIRED CERTIFICATION**

Section 49.1. The Employer shall pay the expenses of obtaining and maintaining required certification for each bus driver and bus assistant, with the exception that the Employer need not pay for the actual license fee charged by the State of Ohio Bureau of Motor Vehicles for a Commercial Driver's License (CDL).

## **ARTICLE 50 – PARTICIPATION AND DEVELOPMENT**

Section 50.1. Whenever possible and appropriate, the bus driver and bus assistant assigned to transport the particular Consumer shall be involved in the development of the particular consumer's Individual Service Plan (ISP), Individual Education Plan (IEP), and Behavior Management Plan (BMP).

## **ARTICLE 51 – FLEX DRIVERS AND FLEX ASSISTANTS**

Section 51.1. Flex assignments shall be assigned in a separate rotation by compound. Within thirty (30) days after ratification of this Agreement, there shall be created in each compound a flex assignment rotation list for bus drivers and a separate flex assignment rotation list for bus assistants. The lists shall contain the names of the flex drivers and flex assistants assigned to that compound and shall be arranged according to agency seniority with those employees having more agency seniority ahead of those with less agency seniority. The Employer shall maintain and post flex assignment rotation lists in each compound and shall also give a copy of the lists and any updates to the President or President's designee.

Section 51.2. Flex assignments will be assigned on a rotation basis at each compound from the flex assignment rotation list starting with the most senior driver and assistants and proceeding through the list. An employee may not reject a flex assignment. All flexes shall report each day at a time TBD and no non-bargaining union member will be used until all flexes have been sent out.

Section 51.3. Flex drivers and flex assistants shall be included on the overtime rotation list and the extra trip rotation list, if they want.

Section 51.4. Flex drivers and assistants shall have the option to remain on a long term assignment after they have been assigned and reported to the route for ten (10) consecutive days without an absence. The Flex may be removed after ten (10) days if they are absent or if the regular route driver/assistant returns to work. However, from time to time management may need to deviate from this "ten day rule". These deviations will only be made when there is good cause for such a change.

Section 51.5. If the need arises, due to legitimate business reasons, to involuntarily transfer a Flex Driver and/or Flex Assistant, the least senior Flex Driver and/or Flex Assistant shall be involuntarily transferred.

Section 51.6. Employees that work as Flex Drivers/Assistants and/or as Special Olympic/Flex Positions shall be allowed to take up to eight (8) hours of vacation per day so long as they have enough time to cover the requested amount of time and such request is approved in accordance with this Agreement. These employees shall not be allowed to use vacation to obtain overtime.

Section 51.7. Employees that work as Flex Drivers, Flex Assistants, and/or Special Olympic/Flex Positions shall receive seven (7) hours of holiday pay.

## **ARTICLE 52 – WORKING OUT OF CLASS**

Section 52.1. A driver may be assigned to work as an assistant if necessary.

Section 52.2. Employees working out of their classification shall be paid at the higher rate of pay for each hour that the employee performs any duties of the higher classification and at the employee's same rate of pay without reduction if working in a lower classification.

## **ARTICLE 53 – INSURANCE**

Section 53.1. The Employer shall provide health insurance benefits to all employees in the bargaining unit who are scheduled to work twenty hours or more per week. The Employer shall pay such portion of the premium as the Employer pays for its other

employees. The Employer shall continue the flexible spending plan in effect as of January 1, 2014. The Employer shall pay one hundred percent (100%) of life insurance coverage in effect for each classification of employees as of January 1, 2014, and shall offer additional life insurance coverage at the employee's expense.

The health insurance (including dental and vision) benefits provided in this Insurance Article shall be the same for employees in this bargaining unit as for all others employed by the Employer.

Employees shall be eligible for the coverage's provided in this Article as of the first day of the first full month after employment.

All current employees who are employed in the bargaining unit as of the execution of this Agreement may elect to continue to receive insurance benefits for the term of the contract notwithstanding their weekly hours worked.

Section 53.2. The Employer and the Union shall create an Insurance Committee consisting of an equal number of representatives from the Employer and the Union. The Committee will discuss changes to the insurance program affecting employees.

Section 53.3. If the Employer wishes to enact changes to the benefits or the monetary level of contributions to the plan, the employer must notify the Union by October 1<sup>st</sup> each year (2014 & 2015). This Article may be re-opened by either party by filing a Notice to Negotiate with the State Employment Relations Board between September 1, 2014 and October 15, 2014, for the 2015 insurance contract; or between September 1, 2015 and October 15, 2015 for the 2016 insurance contract.

#### **ARTICLE 54 –SPECIAL OLYMPICS/FLEX ROUTES**

Section 54.1. No employee assigned to Special Olympics/Flex routes shall be required to lift more than one hundred (100) pounds without assistance from another employee.

Section 54.2. Employees assigned to Special Olympics/Flex routes shall receive pay for calamity days and personal days:: five (5) hours for employees assigned to Special Olympics/Flex routes. See Section 51.6., regarding vacation and 51.7., regarding holidays.

Section 54.3. If an employee assigned to a Special Olympics/Flex route has a driving assignment cancelled for a reason other than a calamity day, including but not limited to cancellation of an event for which the employee is scheduled to provide transportation, the employee shall, unless instructed not to report to work by the Employer, appear at his or her compound and make him- or herself available for other assignments by the Employer consistent with the employee's position description. Unless the Employer instructs the employee that he/she does not have to report for work, the employee shall

appear at his/her compound at the time the employee was scheduled to commence the cancelled driving assignment.

Section 54.4. Notwithstanding Article 8 of this Agreement, or any other provision, Special Olympics/Flex drivers are not guaranteed a five (5) hour minimum per day. Instead, each Special Olympics/Flex driver shall be scheduled to work a minimum of twenty-five (25) hours per week. These hours shall be scheduled on no more than five (5) consecutive calendar days, unless the employee agrees to work additional days during that seven (7) calendar day period. If Special Olympics activities do not require sufficient transportation to support this level of work, Special Olympics/Flex drivers will be assigned to work as flex drivers with flex hours. The parties shall continue to schedule Special Olympics/Flex drivers in the manner that was in effect on the effective date of this Agreement (2014). They shall continue to be scheduled to "flex" and will flex in both the A.M. and P.M. on these days.

Section 54.5. Non Driving Time. The provisions of the Fair Labor Standards Act shall apply.

#### **ARTICLE 55 – TARDINESS RELIEF CARDS**

Section 55.1. Each employee will receive tardiness relief cards which may be used to offset up to two minutes of tardiness on a given day. Each card will expire after two months. A total of six cards per year will be given to each employee. Cards may not be combined. Use of a card for less than two minutes exhausts the use of the card. Cards may only be used by the employee whose name is on the card.

#### **ARTICLE 56 – DURATION OF AGREEMENT**

Section 56.1. Except for wages which are to be retroactive where indicated, this Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect until midnight December 31, 2016.

FOR FRANKLIN COUNTY  
BOARD OF DD:

\_\_\_\_\_  
*Paul Chapelle* 1-9-14  
\_\_\_\_\_  
*Monica [unclear]* 1/9/14  
\_\_\_\_\_  
*[unclear]* 1/9/14  
\_\_\_\_\_  
*[unclear]* 1/9/14

FOR OAPSE/AFSCME.:

\_\_\_\_\_  
*[unclear]*  
\_\_\_\_\_  
*Dawn R. Parrish*  
\_\_\_\_\_  
*Jamika D. Linsay*  
\_\_\_\_\_  
*Shonda L. Adams*  
\_\_\_\_\_  
*James R. Galloway, Jr.*