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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONTGOMERY COUNTY BOARD OF DEVELOPMENTAL DISABILITIES SERVICES

AND

PROFESSIONALS GUILD OF OHIO

JANUARY 1, 2015 – DECEMBER 31, 2017

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ARTICLE 1
RECOGNITION

Section 1.1. Recognition. The Montgomery County Board of Developmental Disabilities Services, hereinafter referred to as the Employer, hereby recognizes the Professionals Guild of Ohio ("PGO"), hereinafter referred to as PGO, as the sole and exclusive bargaining representative of all employees of the Board who are included in the State Employment Relations Board's Order of October 10, 2002 in Case No. 02-REP-05-0088 and Case No. 03-REP-05-0086. The following employees shall be included in the unit:

All full-time and part-time employees, who are employed by the Montgomery County Board Developmental Disabilities, in the classifications of Dispatcher, Vehicle Operator Aide, Vehicle Operator II, Auto Mechanic and Courier.

The following employees shall be excluded from the unit:

All other employees, and specifically those excluded by O.R.C. Chapter 4117 including, but not limited to, all confidential, professional, supervisory, management level, seasonal, intermittents, or student employees.

Section 1.2. Should the Employer create a new position(s), or change the position title of a current Bargaining Unit position, the Employer will notify the Union prior to implementing such change.

Section 1.3. The Union reserves all statutory rights to petition the State Employment Relations Board to determine whether the new/modified position is included or excluded from the Bargaining Unit.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1. Management Rights. Any and all rights concerned with the management of the Montgomery County Board of DDS 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 express 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

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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; (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 2.2. PGO 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 3
DUES DEDUCTION

Section 3.1. Dues Deduction. The Employer agrees to deduct PGO membership dues in accordance with this Article for all employees eligible for the Bargaining Unit.

Section 3.2. Requirement for Deduction. The Employer agrees to deduct annual PGO 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 PGO will provide the Employer a listing of members on a quarterly basis. The voluntary, signed payroll deduction form(s) 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 (card or written notification), the Employer will deduct PGO dues from each payroll check issued. Such dues will be remitted to the PGO Treasurer.

Section 3.3. Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of PGO dues. PGO hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to PGO, their disposition thereafter shall be the sole and exclusive obligation and responsibility of PGO.

Section 3.4. 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 PGO, in which case the dues deducted will become a "fair share fee" and will be covered by Article 4 of this Contract.

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Section 3.5. 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 3.6. Errors in Processing. The parties agree that neither the employees nor PGO shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected the next time that PGO dues deduction would normally be made by deducting the proper amount.

Section 3.7. Notification. PGO shall notify the Employer in writing of any increase/decrease in the current dues being deducted at least thirty (30) calendar days prior to the expected implementation date. The new dues rate shall be implemented by the Employer beginning the first pay period after the Union stated implementation date, providing the thirty (30) calendar day notice has been met.

ARTICLE 4
FAIR SHARE FEE/MAINTENANCE OF MEMBERSHIP

Section 4.1. The Employer shall deduct from the pay of Bargaining Unit members who elect not to become or remain members of the Union, a fair share fee as a condition of continued employment with the Employer. Such fair share fee shall not exceed the dues paid by Union members. No nonmember shall be required to subsidize partisan political or ideological causes not germane to collective bargaining and representation. The Union shall comply with all Federal and State laws governing fair share fees.

Section 4.2. Payroll deduction of fair share fees shall commence (sixty (60) days following the beginning of employment of each new Bargaining Unit employee. The Union shall notify the Employer of the fair share fee amounts and of any changes in the amounts of deduction. Fair share fees shall be deducted from the payroll checks of the employee in the same manner as regular membership dues are deducted and forwarded by the employer to the PGO Treasurer, except that written authorization for deduction of fair share fees is not required. The Employer shall not be obligated to make deductions from any employee who, during any pay period, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of the fair share fee. Fair share fees deductions shall be discontinued for the following reasons: 1) termination from employment; 2) transfer out of the Bargaining Unit; or 3) layoff from work.

Section 4.3. Other than to make the payroll deductions provided herein and to remit the same to the Union, the Employer assumes no financial obligation arising out of the provisions of this article. The Union will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employees arising from deductions made by the Employer pursuant to this article, including Employer's reasonable attorneys' fees.

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ARTICLE 5
UNION REPRESENTATION; UNION RIGHTS

Section 5.1. The Employer agrees to permit Union Field/Staff Representatives who are not employees of the Employer access to the Transportation Facilities during the Employer's normal business hours for the purpose of conducting Union business. Such Union representatives also shall be permitted access to the Transportation Facilities for any scheduled Union meeting to be held before or after normal business hours. Prior, written approval of the Transportation Director must be secured before any such meeting may be held on the premises. Such visitations shall not interfere with the work duties of the employees except to the extent otherwise authorized. All Union representatives entering the Transportation Facilities during normal business hours to conduct Union business shall notify the Director of Transportation before entering said facilities. All visitors must sign in at the front desk of the Administration Building.

Section 5.2. The Employer shall provide the Local President with a copy of the agenda of each board meeting, regular or special, of the Montgomery County Board of Developmental Disabilities Services. The agenda shall be provided to the Local President in advance of the relevant board meeting. The Local President will also be provided the opportunity to speak at board meetings during the normal public participation times.

Section 5.3. Union Stewards shall, with prior written approval, be granted release time for the purpose of carrying out the duties of investigation, and presentation of grievances with designees of the Employer in accordance with the provisions of the collective bargaining agreement. Release time will not be granted if it disrupts the operations of the Employer or the Steward's own job duties. Time spent beyond the "normal" work day in carrying out the Steward duties shall not be considered as hours worked for the purposes of pay computation.

ARTICLE 6
BULLETIN BOARDS

Section 6.1. The Employer will provide the Union with bulletin board space in the bus garage area to post notices of Union activities and matters of concern to Bargaining Unit members.

Section 6.2. 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.

Section 6.3. All Union notices which appear on the bulletin board shall not be signed, posted and/or removed by Union representative(s) during work time. Union notices relating to the following matters may be posted without receiving the Transportation Director's approval:

A. Union Recreational and Social Affairs
B. Notice of Union Meetings
C. Union Appointments

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D. Notice of Union Elections
E. Results of Union Elections
F. Reports of Non-Political Standing Committees and Independent Non-Political Arms of the Union
G. Non-political publications, rulings or policies of the Union

All other material must have the Director's prior written approval.

Section 6.4. No Union-related materials of any kind may be posted or distributed anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union as herein provided. However the Union may through its stewards, officers, and representatives distribute materials by hand directly to Bargaining Unit members or place them in Employer provided mailboxes.

Section 6.5. Violation of any provision of this Article by the Union shall be discussed at meetings of the Labor/Management Committee, as set forth in Article 8.

ARTICLE 7
NO STRIKE/NO LOCKOUT

Section 7.1. No Strike. PGO agrees that neither it, its officers, agents, representatives, nor members will authorize, sanction, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, slow-down or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement. Further, the Union will publicly denounce any strike, stoppage, slow-down or other interruption of work in violation of this Article.

Section 7.2. Lockout. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, air or condone any lockout of members of PGO.

ARTICLE 8
LABOR/MANAGEMENT COMMITTEE

Section 8.1. At the written request of either the Union or the Employer, a meeting of a Labor/Management Committee ("LMC") shall be held. The purpose of a meeting of the LMC is to consider and discuss matters of mutual interest to the Union and the employer other than grievances under consideration in the grievance procedure.

Section 8.2. Meetings of the LMC shall be regularly scheduled on a quarterly basis, at a time and location which is mutually acceptable to both parties. The Union President shall be the contact person for the Union for purposes of arranging a meeting of the LMC. The meetings shall be chaired by the Employer. Agenda items shall be submitted to the Employer (ten) 10 working days prior to the LMC meeting date. An agenda will be prepared and distributed to

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committee members, by the Employer, five (5) working days prior to the LMC meeting date. The LMC may consider safety issues and make recommendations to the Employer.

Section 8.3. The Union and the Employer may each have up to three representatives at meetings of the LMC. Employees who are one of the three Union-designated representatives for a meeting of the LMC shall be permitted to attend the meeting of the LMC without loss of pay. The Union may have a representative(s) from the State office of PGO attend a meeting of the LMC upon providing the Employer with advance written notice of their planned attendance. The Employer may have representation attend meetings.

Section 8.4. Meetings of the LMC shall not be for the purpose of continuing collective bargaining negotiations. Meetings of the LMC 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 LMC which agreement is entirely voluntary on the part of both parties.

ARTICLE 9
PERFORMANCE EVALUATION

Section 9.1. The Board believes that evaluations are intended to be a means of communication between a supervisor and a staff member. The development of the staff member's knowledge, skills and abilities is to the advantage of both the staff member and the Board. They serve as a systematic, periodic review of a staff member's work. Each staff member shall be evaluated at least once each program year.

The following evaluations shall be used:

1. Probationary 2. Annual 3. Special

Section 9.2. Upon completion of the employee's evaluation conference with his/her supervisor, the employee will be provided with a copy of the evaluation to be reviewed and signed. The Employee shall sign the evaluation to acknowledge receipt. The employee's signature does not indicate that the employee is in agreement with the contents of the evaluation, but only that the employee has received the evaluation. After reviewing, should the employee desire to submit a written reply, he/she must do so within five (5) working days in order for the reply to become part of the employee's permanent personnel record.

ARTICLE 10
RESIGNATIONS

Section 10.1. Any employee who wishes to resign, should provide written notice to the Director of Transportation or designee fourteen (14) calendar days prior to the date the resignation is to be

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effective. The failure to provide such timely written notice will result in the employee being ineligible for rehire by the employer.

ARTICLE 11
DISCIPLINE

Section 11.1. Discipline. No form of disciplinary action will be taken against any non-probationary Bargaining Unit member except for just cause. This just cause standard does not apply to discipline of newly hired employees. Promotional probationary employees are subject to just cause except as limited in Article 23, Probation.

Section 11.2. Procedure.

A. The Employer will, absent unusual circumstances, apply discipline in a corrective progressive and uniform manner. Certain offenses, by their nature, may be severe enough to warrant bypassing the initial disciplinary steps. Particularly, abuse and neglect of consumers and/or other MUI substantiated charges as well as other serious offenses may qualify as examples of "unusual circumstances". Corrective discipline (for non-tardiness related discipline) may include:

1. Verbal reprimand (notice placed in supervisor's file of such action);

2. Written reprimand;

3. Short-term disciplinary suspension with or without pay for a period of one (1) through five (5) work days;

4. Long-term suspension with or without pay for a period in excess of five (5) work days:

5. Termination

B. Any discipline imposed will be based upon the nature of the violation, and the employee's record of past performance and conduct.

C. No pre-disciplinary conference shall be scheduled or held for probationary employees in cases where the employee is to be terminated prior to the end of the probationary period.

D. Except in cases where the facts require the Employer to act immediately, the Employer agrees not to fine, reduce, suspend without pay, or discharge an employee without first arranging for a pre-disciplinary conference. When the Employer determines that the facts require the employee to be disciplined prior to

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a pre-disciplinary conference, the employee will be suspended with pay from the active performance of regular duties until the pre-disciplinary conference is held regarding these allegations.

1. Any employee who is charged with or indicted for criminal activity, which, if found guilty would disqualify the employee from continued employment with the Board, may be placed on administrative leave with pay for a period of time not to exceed thirty (30) calendar days. If, at the end of the thirty-day (30) period, there is no decision on the charges or an indictment, the administrative leave with pay will revert to an administrative leave without pay until a determination is made as to the guilt or innocence of the employee. If the employee is found innocent, the unpaid leave time will be converted to paid leave status. If the employee is found guilty of an offense that is a disqualifier for continued employment with the Board, the employee will be terminated for cause with no appeal rights through the grievance procedures of this contract. If the employee is found guilty of or pleads to a less than disqualifying offense, the parties will proceed to the pre-disciplinary conference for a determination of any discipline to be assessed. Additionally, if a less than disqualifying offense is assessed, the employee will only receive a maximum of thirty (30) calendar days of paid administrative leave.

E. Records of verbal reprimands and written reprimands which are more than one (1) year old shall not be considered when determining the appropriate discipline to be imposed. After the one year period, records of verbal reprimands or written reprimands shall be removed from a Bargaining Unit member's personnel file at the written request of the member, provided there has been no intervening discipline. Records of suspensions and/or demotions which are more than two (2) years old shall not be considered when determining the appropriate discipline to be imposed. After the appropriate period, records of suspensions and/or demotions shall be removed from a Bargaining Unit member's personnel file at the written request of the member, provided there has been no intervening discipline. It is understood by the parties that removal does not mean destruction of the documents but rather their placement in a separate file. Written requests shall be sent to the Director of Human Resources.

F. Disciplinary hearings or pre-disciplinary conferences scheduled by the Employer during an employee's scheduled work hours will not result in a loss of pay for the Employee for the time spent in the hearing or conference.

ARTICLE 12
PERSONNEL FILES

Section 12.1. Files Maintained. The Employer will establish one (1) official personnel file for each unit member. The file shall be maintained in the Human Resources office. Supervisors and the Director of Transportation may maintain their own employee files for each unit member.

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Section 12.2. Personnel Files. Upon request, an employee shall receive copies of any material placed in his/her personnel file and shall have access to his/her personnel file upon reasonable notice to the Human Resources Department. Such access to the personnel file shall be made by appointment and provided within two (2) working days of the request. Records shall be reviewed only in the confines of the Human Resources Office with a member of the Human Resources staff present. The employee may be accompanied by his/her Union representative in such inspection. If copies of materials in a Personnel file are requested, a reasonable fee will be charged if a request is made more than once in a calendar year.

Section 12.3. Rebuttal. Employees may place in their own personnel file a written response to any document or information placed in their personnel file.

Section 12.4. The employee will be notified whenever information in an employee's personnel file is released to someone other than to Agency staff. If the information is known, the employee will also be notified of the name, address, and telephone number of the person making the request.

ARTICLE 13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 13.1. Grievance Procedure. The term "grievance" shall mean an allegation by a non-probationary* Bargaining Unit employee or the Union that there has been a violation of the express terms 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.

* Newly hired probationary employees may file grievances over non-disciplinary issues. Such grievances are not subject to the binding arbitration provisions of this agreement. In such cases the decision of the Superintendent shall be final and binding. Promotional probationary employees have full access to Article 13 - Grievance Procedure, except as limited in Article 23 - Probation.

Section 13.2. Process. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties. For Steps 1 through 3, should the tenth (10th) calendar day fall on a weekend, holiday or other non-work day, the time limits set forth herein shall be extended to the next scheduled work day. PGO may initiate grievances concerning suspensions, reductions or terminations at Step 3 of the grievance procedure, should it so choose and should the grievant provide PGO with his/her consent. Under such

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circumstances, the grievance must be filed within ten (10) calendar days of the effective date of the suspension, reduction or termination.

Section 13.3. Procedures. It is the mutual desire of the Employer and PGO to provide for prompt adjustment of grievances, with minimum interruption of the work schedules. Every responsible effort shall be made by the Employer and PGO to effect the resolution of grievances at the earliest step possible. No settlement of any grievance shall conflict with the terms of this Agreement. In furtherance of this objective, the following procedure shall be followed:

STEP 1: The grievance must be presented in writing to the designated supervisor within ten (10) calendar days from the date the alleged incident occurred or from the date the grievant should have known the incident occurred. Within ten (10) calendar days from the date the employee first presents his written grievance, the designated supervisor will deliver his written response to the employee filing the grievance, the local union president and local chief steward. A courtesy copy of the written response will be delivered to the PGO Staff Representative.

STEP 2: If the grievance is not resolved, the employee may pursue the matter by presenting the written grievance and all written responses to the Director of Transportation within ten (10) calendar days of the reply received in STEP 1. The Director of Transportation or his/her designee may meet with those concerned and attempt to resolve the matter, and shall respond in writing within ten (10) calendar days following timely receipt of the grievance at this step, or following a meeting with those concerned, whichever is later. The written response of the Director of Transportation or his/her designee shall be delivered to the employee filing the grievance, the local union president and local chief steward. A courtesy copy of the written response will be delivered to the PGO Staff Representative.

STEP 3 If the grievance is not resolved, the employee may pursue the matter by presenting the written grievance and all written responses to the Superintendent within ten (10) calendar days of the reply received in STEP 2. The Superintendent or his/her designee may meet with those concerned and attempt to resolve the matter, and shall respond in writing within ten (10) calendar days following timely receipt of the grievance at this step, or following a meeting with those concerned, whichever is later. The written response of the Superintendent or his/her designee shall be delivered to the employee filing the grievance, the local union president and local chief steward. A courtesy copy of the written response will be delivered to the PGO Staff Representative.

STEP 4: Arbitration: If the grievance is not satisfactorily settled at STEP 3, PGO may file a Notice of Arbitration. A Notice of Arbitration must be e-mailed or hand delivered, receipt signed, to the Director of Human Resources and received within thirty (30) calendar days following the issuance of the Superintendent's/designee's written decision in STEP 3. In the event the

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grievance is not e-mailed, or hand delivered and received within the time limits prescribed, the grievance shall be considered resolved based upon the STEP 3 reply. The parties agree that for the term of the contract, Robert G. Stein will act as the permanent arbitrator.

If the Employer receives appropriate notification, then it shall forward a copy of the PGO's Notice of Arbitration to the arbitrator to begin the process of setting up an Arbitration Hearing.

Section 13.4. Grievance Information. All grievances should contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by the parties:

1. Grieved employee's name and signature, or the Union.
2. Grieved employee's classification.
3. Date grievance was filed in writing.
4. Date and time grievance occurred.
5. The location where the grievance occurred.
6. A description of the incident(s) giving rise to the grievance.
7. Specific Articles and sections of the Agreement violated.
8. Desired remedy to resolve the grievance.

If the information in the form is not complete, the form will be returned to the grievant for completion. The grievance time line shall be frozen for up to ten (10) calendar days to allow the form to be resubmitted as corrected.

Section 13.5. Self Representation. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate PGO grievance representative will be notified of his right to be present at the adjustment.

Section 13.6. Who May File. A grievance may be brought by any employee covered by this Agreement or PGO on behalf of the employee/employees. If PGO elects to file the grievance on behalf of the employee(s), then the grievance must also be signed by an employee Union officer. Only PGO may demand arbitration.

Section 13.7. 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 expressly confine himself to the precise issue(s) submitted for arbitration and shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in questions. 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. The question of arbitrability of a grievance may be

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raised by either party before the arbitrator hears the merits of the grievance. If a question of arbitrability is raised the arbitrator must rule on this issue prior to hearing the merits of the grievance. However, the arbitrator may decide to hear the merits in order to help determine the question of arbitrability.

Section 13.8. Effect of Binding Arbitration. The decision of the arbitrator shall be final and binding upon PGO, the grievant, and the Employer. Therefore, the Employer and PGO expressly acknowledge that this grievance procedure is the sole forum for resolution of any appeals or grievances. The State Personnel Board of Review and the Ohio Department of Administrative Services shall have no jurisdiction and shall perform no functions relative to matters covered by this contract.

Section 13.9. Arbitration Costs. The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for hearing room shall be borne equally by each party. 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 affected employee in attendance 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 13.10. Arbitrator's Award. The arbitrator's decision will be in writing and should be mailed to PGO and the Employer within thirty (30) days from the date the hearing record is closed.

ARTICLE 14
HOURS OF WORK

Section 14.1. Intent. This Article is intended to define the normal hours of work per day and/or per week applicable to employees.

Section 14.2. Standard Work Week. The standard work week for employees covered by the terms of this Agreement shall be a consecutive seven (7) day period from Saturday through Friday.

Section 14.3. Hours of Work. The Employer will endeavor to provide the employee notice of changes in their permanent schedule as far in advance as possible. In the event that an employee's shift starting time or shift ending time is changed after the end of the last shift worked by the employee, the Employer will communicate the change to the employee to the telephone number most recently provided by the employee to his or her immediate supervisor. It

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is understood that such notice applies only to scheduling. The number of work hours of an employee shall not be reduced until that employee successfully bids on a position with changed work hours or changes pursuant to layoff and bumping except as expressed in sections A and B below.

A. If there is a loss of part of a route, the employee impacted will switch assignments with the lowest seniority full-time employee so as to retain their full-time status. Additionally, the lowest seniority full-time person will assume the impacted route and be reduced to part-time status. Both will serve in the new assignments until next scheduled route bid.

B. If there is a loss of a minimum of ten percent (10%) of the routes, a new route bid will occur.

Section 14.4. Meetings. It is understood that all Bargaining Unit employees will attend necessary team meetings, staff meetings, scheduled in-services, staffing, and other activities which are required as professionally beneficial to the consumers with full pay.

Section 14.5. The Director of Transportation or designee shall establish daily work schedules and maintain daily employee attendance records.

Section 14.6. All employees are expected to work as scheduled and to be at work at the assigned time. Employees unable to attend must call off at least one (1) hour before her/his scheduled report time. Call offs less than one (1) hour before report time may be subject to discipline pursuant to the provisions of Article 11.

Section 14.7 Flat Rates. The courier will be "flat-rated" at six point five (6.5) hours per day with the day after Thanksgiving to be an unscheduled day.

Section 14.8 Calamity Days. In the event that the Superintendent or his/her designee does not provide transportation to a County owned facility because of a public calamity or inclement weather), the affected vehicle operator II's and vehicle operator aides shall not be required to report for work. Should the Superintendent or designee close the Employer's facilities because of calamity or inclement weather, employees shall not be required to report to work. During such closings, any affected employees will receive their regular pay.

Section 14.9 Call Backs. An employee called in to work by the Employer at a time other than his/her scheduled work time shall be paid a minimum of two (2) hours pay at the applicable rate.

Section 14.10. Late Arrivals or No Shows.

A. Late arrivals shall be considered tardiness under 14.11 and the employee shall be docked the appropriate amount of time. If the route has already been reassigned, the employee will not be paid for that portion of his/her route.

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B. An employee who fails to call off or fails to appear for a shift (no show), will be subject to discipline pursuant to the provisions of Article 11.

Section 14.11. Tardiness has no impact on "nonscheduled" absences but will be dealt with in the following manner:

4 instances of being tardy in any 12 month rolling year	1st warning (counseling)
5 instances	2nd warning (counseling)
6 instances	written reprimand
7 instances	1 day suspension
8 instances	3 day suspension
9 instances	5 day suspension
10 instances	10 day suspension
11 instances	termination

A warning is counseling and is not considered disciplinary in nature and is utilized to make the employee conscious of their attendance record and provide opportunity for the employee to correct timeliness issues.

The only issues that may be grieved under this subsection are whether the employee was tardy, whether the total number of instances is accurate, or disparate treatment.

ARTICLE 15
OVERTIME

Section 15.1. All employees shall be entitled to be paid overtime compensation at one and one-half (1½) times the employee's regular rate of pay for time actually worked, with prior approval of the Transportation Director or designee, in excess of forty (40) hours per work week, as "work week" is defined in Article 14.2 of this Agreement.

Section 15.2. Actual Time Worked. For the purposes of this section, time for sick leave, and holidays shall not be considered as actual time worked. Time spent on other paid leave is considered actual time worked for overtime purposes. Scheduled overtime, which is subsequently cancelled for any reason, shall not entitle the employee to overtime compensation.

ARTICLE 16
HOLIDAYS

Section 16.1. Holidays. The Employer recognizes the following designated holidays for all members of the Bargaining Unit:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day

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Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

Section 16.2. Observance. In the event the scheduled holiday falls on a Saturday or a Sunday, the holiday shall be observed as designated on the Board calendar.

Section 16.3. Eligibility. In order for an employee to be eligible for holiday pay, the employee must have been scheduled to work on the holiday, and the employee must have worked, or been on approved, paid leave, the entire last regularly scheduled work day immediately preceding and following the holiday.

ARTICLE 17
SICK LEAVE

Section 17.1. An employee may request sick leave, provided s/he follows the notification and request procedures as required by the Employer. Sick leave may be requested for the following reasons:

A. Illness or injury of the employee;

B. illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;

C. exposure of the employee or a member of his immediate family with whom he resides to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;

D. death of a member of the employee's immediate family;

E. medical, dental or optical examinations or treatment of employee or a member of his immediate family when such appointments cannot reasonably be scheduled during non-work time; and

F. injury, illness or disability related to pregnancy, childbirth and/or related medical conditions.

For purposes of this provision, the "immediate family" is defined as only mother, father, brother, sister, child, spouse, grandparent, grandchild, mother in law, father in law, son in law, daughter in law, legal guardian or other person who stands in the place of a parent.

Section 17.2. The Employer maintains the right to investigate any employee's absence, including the right to require documentation for any sick leave absence, in order for the employee to receive sick leave pay. Where a DDS employee covered by the CBA requests to use an entire work day of sick leave in order to attend a single medical or dental appointment, the Employer may require a signed, dated statement from a doctor, dentist, registered nurse or other

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medical practitioner stating that the employee should not work the remainder of the appointment day, not work prior to the appointment, or not work the entire appointment day, for reasons required by the individual's medical needs.

Section 17.3. For each completed hour in active pay status, an employee earns point **zero** five seven five (.0575) hours of sick leave to a maximum accrual of one hundred twenty (120) hours in any calendar year. Active pay status for the purpose of this Article shall be defined as hours worked, hours on vacation and hours on paid sick leave. Sick leave credit shall not accrue while an employee is on any unpaid leave of absence, administrative leave without pay, in layoff status, on disciplinary suspension or in overtime status. Advance use of sick leave shall not be granted.

Section 17.4. Sick leave shall be charged in minimum amounts of one (1) hour.

Section 17.5. Upon return to work, an employee shall complete and sign a request for sick leave use which shall include the general nature of the illness or on a form provided by the Employer to justify the use of sick leave. The Employer shall, when an absence is for three (3) or more consecutive work days, require the employee to furnish a statement from a Licensed Medical Practitioner. Such statement shall include the general nature of the illness or injury, and the expected return to work date. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

ARTICLE 18
FAMILY AND MEDICAL LEAVE

Section 18.1. Bargaining Unit members shall be entitled to leave pursuant to and in compliance with the Family and Medical Leave Act of 1993 and its amendments. The Employer will utilize the "rolling year". Employees must utilize all paid leave before qualifying for any unpaid FMLA leave.

ARTICLE 19
PERSONAL LEAVE

Section 19.1. Qualifications. Personal leave time is available to all members of the Bargaining Unit who have completed their probationary period. Personal leave time is related to the number of days worked in a year and proportional to the number of hours normally worked in a day. (I.e. a seven (7) hour per day employee will be provided seven (7) hours of personal leave time).

Note: The year for personal leave begins September 1st annually.

A. Full-time employees will receive three (3) days of personal leave. Additionally, if the probationary period is completed before January 1st the employee shall be granted the three (3) days of personal leave. Those who complete their probationary period after January 1st but prior to April 1st shall have two (2) days

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of personal leave. Those who complete their probationary period after April 1st shall receive one (1) personal day.

B. Part-time employees shall be entitled to one (1) day of personal leave per year.

Section 19.2. Usage.

A. Personal leave days shall be used in the year they are granted and shall not accumulate from one program year to another.

B. Personal days may be taken one at a time, consecutively or in half-day increments. (Half-days refers to A.M. or P.M. portion of routes).

C. Employees must complete a Request for Leave and submit it to the supervisor at least five (5) working days in advance.

D. In the case of an emergency, if the employee is unable to give the five (5) day notice, s/he must explain the reason for the request for the use of a personal day when s/he calls the immediate supervisor or designee. The immediate supervisor or designee may waive the five (5) day notice and grant the emergency request only when the following conditions are met:

1. Staff has spoken directly to his/her supervisor prior to the reporting time.

2. Written proof of the reason is provided.

E. The supervisor may deny a request for the use of any personal day leave for programmatic reasons.

F. Personal leave may be used to cover down time.

G. Except in the cases of emergency, personal days may not be used for the following:

1. The workday immediately preceding or following a holiday.

2. The workday immediately preceding or following a vacation period during which a program component is closed for staff assigned to that program component.

3. Conference Day.

4. In-Service Day(s).

5. The first and last week of the program year.

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Note: In all of the preceding, emergency case approval of personal leave will be subject to the discretionary approval of the immediate supervisor.

Section 19.3. Reimbursement. Employees who have not utilized their entire annual allotment of personal leave at the end of the program year (August 31st) each year shall receive fifty (50) dollars for each full day unused.

ARTICLE 20
VACATION

Section 20.1. Full-time Bargaining Unit members shall earn vacation leave according to the following schedule. All vacation earned shall be on a pro-rated basis based upon hours actually worked.

Years of Service	Maximum Annual Accumulation	Maximum Bi-weekly Accrual		
1 year but less than 6	80 hours	3.10	/	80 hours
6 years but less than 12	120 hours	4.60	/	80 hours
12 years but less than 21	160 hours	6.20	/	80 hours
21 years or more	200 hours	7.70	/	80 hours

Section 20.2. Vacation credit accrues while a member is on paid leave. No vacation credit is earned while an employee is in an unpaid status, including an unpaid disciplinary suspension. Pro-rated vacation credit is given for any part of a pay period.

Section 20.3. Vacation may be taken in thirty (30) minute increments for all mechanic, dispatcher and courier positions. For vehicle operator II's and vehicle operator aides, vacation must be utilized in units of route completions (i.e. AM route completion time or PM route completion time).

Section 20.4. Unless otherwise waived by the appropriate Supervisor, employees are required to submit their requests for vacation of two (2) or less consecutive days to their Supervisor at least seventy two (72) hours prior to the time the planned vacation is to start. For vacation requests of more than two (2) consecutive days, requests must be submitted at least fourteen (14) calendar days in advance of the planned vacation. All vacation leave requests should be submitted as far in advance as possible. All vacation requests are subject to employer approval, but shall not be arbitrarily denied.

Section 20.5. No vacation requests will be honored for the first and last weeks of the Program year.

Section 20.6. Where two (2) or more employees submit their vacation requests to their Supervisor on the same day for vacations that are for the same or similar time period and where such request may pose serious coverage problems, the Supervisor will give preference to the employee with the greatest amount of Board seniority. The standard to be utilized by the

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Employer is that three (3) Vehicle Operator IIs and two (2) vehicle operator aides may be off at the same time on vacation. Other absences on the same shift such as sick leave, jury duty, etc. may control whether the Employer approves vacation leave.

Section 20.7. One half of the earned vacation in any employee's anniversary year, up to five (5) days, must be utilized during unscheduled time off (shut down time). Not more than one (1) week of accrued/unused vacation may be carried over into the next year, but must be scheduled at the next annual vacation selection meeting (Pic-a-Vac) if not already used prior to that meeting. No additional accrued/unused vacation may be carried over without the written consent of the Employer. Any vacation beyond one (1) week that is not utilized during the anniversary year or approved to be carried-over will be lost.

Section 20.8. Vacation leave may be utilized to extend or cover down time.

Section 20.9. Upon separation from employment, an employee shall receive compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of separation. Bargaining Unit members shall not be carried on the payroll for purposes of liquidating a vacation balance. In case of death, such accrued and unused vacation leave shall be paid to the deceased employee's estate.

Section 20.10. For the life of the Agreement, in no respect shall any vacation accrual rates (Section 20.1), including the prospective determination of prior service credit, be more generous for non-union, non-management employees than for Bargaining Unit employees.

Section 20.11. Annual Vacation Selection Meeting.

A. An annual meeting will be scheduled during the month of April to allow employees to schedule and receive approval for June 1 through May 31 of the following year.

B. Employees will be allowed to select vacation dates in order of seniority. Employees will not be obligated to schedule any or all of their vacation during this meeting.

C. The standard to be utilized by the Employer at Pic-a-Vac is that two (2) Vehicle Operator IIs and one (1) vehicle operator aide may be off at the same time on vacation.

ARTICLE 21
MILITARY LEAVE

Section 21.1. Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to a leave of absence from their respective duties without loss of pay for such time as he/she is in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in one (1) calendar year.

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Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is not a requirement that the service be in one continuous period of time. The maximum number of hours for which payment will be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the year (31 days). The leave will cover the official period of the emergency.

Section 21.2. Long Term Military Leave. Long term military leave is defined as military leave in excess of thirty one (31) calendar days in any one calendar year.

Section 21.3. Health Insurance. Any full-time Bargaining Unit member who is subject to long term military leave will have the option of continuing on the Employer's health insurance plan, if he/she was enrolled in the plan at the beginning of the long term military leave. Such continuance in the health insurance plan will be for a maximum of one (1) calendar year, including the short term period, and subject to the Bargaining Unit member paying the appropriate co-pay to remain in the plan. Co-pay premiums are to be paid at least quarterly to the Employer.

ARTICLE 22
COURT LEAVE

Section 22.1. 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 if the employee is excused from jury duty during the employee's regular shift or schedule.

Section 22.2. 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.

Section 22.3. 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. Payment must be in the form of a check or money order made payable to the Board.

Section 22.4. 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 may request to use appropriate leave time.

Section 22.5. 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

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subpoena or otherwise, shall receive his or her regular wages for all time spent attending such matter(s). Time spent under this Article of this Agreement shall be considered active pay status, no loss, no gain, and such time shall count toward the employee's seniority. Employees shall promptly inform the employer in advance of all such appearances or subpoenas.

ARTICLE 23
PROBATION

Section 23.1. Period. Each newly hired or promoted employee shall serve a probationary period. Probationary periods shall be for 90 scheduled work days. By mutual agreement of the employee and the Employer, further extensions may be effected. For purposes of this Article 23, any paid administrative leave or documented medical absence(s) of ten (10) or more cumulative days will result in an automatic extension of the probationary period proportionate to the time off on administrative leave or documented medical leave.

Section 23.2. Use. Supervisors shall use the probationary period to 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.

Section 23.3.1. Non-promotional Probationary Separation. An employee may be terminated at any time during the non-promotional probationary period. Pre-disciplinary conferences are not required. The Director of Transportation or designee shall review each case individually, and evaluate the employee's fitness and/or quality of work to determine whether termination or some other action is appropriate. In the case of a non-promotional probationary termination, a conference shall be scheduled between the Union, the probationary employee, and the Human Resources Director to discuss the termination.

Section 23.3.2. Promotional Probationary Separation/Failure.

An employee(s) in his or her promotional probationary period:

1. May be returned to their previous classification, displacing the least senior employee in that classification if necessary, and/or;

2. May be disciplined during the promotional probationary period but these offenses shall be subject to the predisciplinary hearing officer process, unless it is a verbal or written reprimand, and will be appealable through the grievance process.

3. In the specific case of a promotional probationary failure due to the loss of required licensure or insurability, the employee may be permitted to:

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a. fill a vacancy within the bargaining unit where the licensure or loss of insurability is not required if the loss of license or insurability is not due to any 6 point traffic conviction, drug conviction or pleading, any felony conviction, or other similar convictions. The decision whether to permit the bargaining unit member to fill said vacancy is at the discretion of the Employer, which will not be capriciously denied.

Section 23.4. Calculation of Period. The probationary period for full-time employees and part-time employees shall be based on actual scheduled work days.

ARTICLE 24
VACANCIES POSTING & BIDDING PROCEDURES

Section 24.1.

A. Definitions

1. "Change of Status" shall mean moving from part-time to full-time employment within the same classification (i.e., driver, aide, mechanic, dispatcher and courier).

2. "Change in Classification" shall mean moving from one position within a classification to another position within a different classification (i.e., aide to driver, driver to mechanic, etc.).

3. "Lateral" shall mean a change in position that does not result in a change in classification or change of status.

4. "Voluntary Reduction" shall mean a voluntary change in status from full-time to part-time, or an assignment to a position that results in a lower pay range.

5 "Promotion" shall mean the movement of an employee from one position to a vacant position which is assigned to a different classification and a higher pay range. For purposes of this definition, a higher pay range is determined by comparing the first step of the appropriate pay ranges.

B. The Board shall provide a location(s) accessible to all Bargaining Unit employees for the purpose of posting announcements of job vacancies.

C. Continuous postings – The positions of Vehicle Operator II (driver) and bus aide shall be posted as "continuous postings." Applications shall be accepted both from within and outside the Board at any time.

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D. All job vacancies (other than continuous postings) shall be posted for a period of at least five (5) working days. A vacancy is an existing or new position that the Board has authorized to be filled. The employee desiring the posted position shall submit a bid in writing to the office of the individual designated on the posting prior to the close of the bid period. All postings shall contain the position's hours, pay range and position description.

E. Laterals (no change of status)

The Board shall utilize the following procedure in selecting a Bargaining Unit member to fill a vacancy:

1. The position will be offered to the Bargaining Unit applicant with the greatest classification seniority, as defined in 25.1(A). Ties in seniority will be broken by utilizing total departmental seniority, as defined in 25.1(C).

F. Laterals (change of status)

The Board shall utilize the following procedures in selecting a Bargaining Unit member to fill a vacancy:

1. The position will be offered to the qualified Bargaining Unit member with the greatest classification seniority, as defined in 25.1(A). Ties in seniority will be broken by utilizing total departmental seniority, as defined in 25.1(C).

G. Classification Change (Promotion)

The Board shall utilize the following procedure in selecting a Bargaining Unit member to fill a vacancy:

1. The position will be offered to the qualified Bargaining Unit members with the greatest departmental seniority, as defined in 25.1(C). Ties will be broken by a coin flip.

H. Voluntary Reduction

The Board shall utilize the following procedures when an employee requests a voluntary reduction as defined in 24(A)(4):

1. All such requests must be in writing.

2. Requests cannot be utilized to circumvent the disciplinary process.

3. In order to voluntarily reduce, there must be a vacant position available.

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4. All voluntary reductions are at the discretion of Management.

I. Employees who have been awarded a new position in another classification shall serve a probationary period of ninety (90) work days in the new position. During the probationary period, the Board may return the employee to his/her previous classification pursuant to Article 23 - Probation. An opportunity to discuss the return prior to being returned will be provided by the Board upon request by the employee.

ARTICLE 25
ROUTE BIDDING

Section 25.1. Definitions.

A. For purposes of this Article, "classification seniority" shall be defined as the length of continuous service within the classification (i.e., driver, aide, mechanic, dispatcher, courier, etc.). Continuous service within the classification will include all time within the given classification if there has been a voluntary reduction as defined in Article 24(G). For the purpose of this article, a "driver" refers to vehicle operator II and does not include the position of courier.

B. Breaks in employment of more than thirty (30) consecutive days shall be a "break in seniority", and seniority will be calculated from the new date service began.

C. Length of total service within the Department will only be utilized for breaking ties in seniority, if and when such ties occur.

Section 25.2. General Procedures (Drivers and Aides).

A. Routes will be bid twice each year, except as provided in Article 14.3. Fall Program routes will be bid in August of each year. Routes will be re-bid in February of each year. Respite routes will be made available to part-time drivers on a seniority basis.

B. When a route becomes open during the Program year, flat rate hours will be adjusted as needed. Drivers may bid on the open route via the lateral posting procedures of Article 24.

C. During the program year, all routes are subject to change as needed, provided, however, that employee's hours shall not be reduced by a change in that route, except as provided in Article 14.3.

Section 25.3. Specific Procedures.

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A. Two (2) weeks before route bidding is to occur, a classification seniority list of all current drivers and aides eligible to bid as per 25.3(A)(1)(a) will be posted.

1. Drivers must be licensed, certified and in active pay status in order to participate in the route bidding.

    a. Drivers who are on leave and have a physician's statement with a definite return to work date within the program year for which the bidding is taking place will be permitted to bid.

2. Aides must be certified and in active pay status in order to participate in the route bidding.

    a. Aides who are on leave and have a physician's statement with a definite return to work date within the program year for which the bidding is taking place will be permitted to bid.

B. Routes will be posted one (1) week before the actual route bid.

C. All drivers and aides shall be present for route bidding, which will normally begin promptly at 10:00 a.m. and continue until completed.

1. Any driver or aide not able to attend the route bidding will notify a supervisor of such prior to 9:00 a.m. on the bid day.

2. Any driver or aide who is unable to attend the route bidding will provide a supervisor with a list of three (3) preferences for routes. The supervisor will then bid for the driver or aide.

    a. If none of the preferences are available at the bid time, the supervisor will place a bid for the driver or aide. The route chosen will be at the sole discretion of the Supervisor.

    b. If the driver or aide fails to provide three (3) route preferences, the driver or aide will be assigned to a route at the sole discretion of the Supervisor.

D. Each driver or aide will have a maximum of five (5) minutes to complete his/her choice of routes. Should the driver or aide not select a route within the five (5) minute time period allotted, the Supervisor has the option of selecting a route for the driver or aide.

E. At the discretion of Management, drivers may be required to do practice runs prior to the beginning of a Program year. During these practice runs, the drivers will pass out notification sheets to parents/guardians/caregivers which note start dates and pickup times. Drivers are to also note any route corrections needed.

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1. All corrections must be turned in to the driver's supervisor and signed indicating that they have completed the tasks listed in of subsection E of this Article.

ARTICLE 26
DAILY ROUTE COVERAGE

The first priority of the Department is to operate routes in a timely manner, utilizing appropriate personnel. Late call offs as described in Article 14 will result in management providing coverage in the most effective manner as possible, as determined by Management.

Section 26.1. "No Show" or Late Call-Offs.

A. Any absence notification of less than one (1) hour before the route assignment time will be treated as a "No Show" for purposes of coverage.

1. All "No Show" route assignments will be covered in the most effective manner as possible, as determined by Management.

Section 26.2. Call Off with Proper Notification

A. Open routes will first be covered by spare drivers, who are assigned seven (7) hours/day and thirty-five (35) hours/week at management's discretion. Routes that are expected to be open for more than two (2) consecutive days will be offered to spare divers according to seniority. Once a spare accepts an assigned open route, he or she will remain on that route until the route's regular driver returns to work. The route may be assigned to the least senior spare if no one volunteers for the assignment.

B. Staff absences with prior notification of more than one (1) hour prior to the start of any route assignment, either by personal contact or through the Employer's voice messaging system*, will be covered in the following manner, utilizing seniority within the classification:

Driver**

1st Part time driver (initial cap - 4 runs/week)
2nd Spare driver (initial cap is # runs scheduled not to exceed 42 hours per week)
3rd Full time driver (initial cap - 2 runs/week)
4th Sub driver

If route is not filled, this list recycles until employee(s) is/are unavailable. This may result in an employee(s) exceeding the initial cap.

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Aide**

1st Part time aide (initial cap - 6 runs/week)
2nd Full time aide (initial cap - 2 runs/week)

Recycle 1st and 2nd until initial cap is reached or until employee(s) is/are unavailable, then
3rd P.T. driver (initial cap - 5 runs/week)
4th F.T. driver (initial cap - 2 runs/week)
5th Spare driver (initial cap is # runs scheduled not to exceed 45 hours per week)
6th Sub Driver

*The voice messaging system is to only be utilized between the hours of 10:00 p.m. and 5:00 a.m. on weekdays and on weekends and holidays. Employees utilizing the voice messaging system are required to leave within the message the date and time of the call, a telephone number where he/she can be reached, the reason he/she will not be in and when he/she will return to work (date and time).

**Drivers filling in as aides will be paid at their driver rate of pay for said hours. Aides filling in for drivers will be paid on the "A" step of the driver's wage scale. If the aide's current rate of pay exceeds the step "A" amount on the driver's scale, the aide shall be paid at the step of the driver's scale which is closest but higher than the aide's current regular rate of pay.

In the event that all drivers/aides are out on their daily routes and a vacant route presents itself, the Employer will fill the void in coverage with the most senior driver/aide available to start the route on time.

Section 26.3. Courier Coverage

When the courier is absent, the Employer may, at its discretion, choose not to run the courier route. If the Employer chooses to run the route, the courier's duties will be covered as follows:

1st Spare driver (initial cap is # runs scheduled not to exceed 45 hours per week)
2nd Part time driver (initial cap - 5 runs/week)
3rd Full time driver (initial cap - 2 runs/week)
4th Sub driver

Section 26.4. For the purposes of sections 26.2 and 26.3, total runs/hours are considered to accumulate across all categories.

ARTICLE 27
DISABILITY SEPARATION

Section 27.1. Voluntary Reduction. When an employee becomes physically or mentally unable to perform the duties of his or her position, but is still able to perform the duties of a vacant,

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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 27.2. A physically or mentally incapacitated employee, who has exhausted his or her accumulated sick leave and unpaid FMLA may be granted, at the sole discretion of the Superintendent, an unpaid disability leave not to exceed six (6) months. Such leave may be extended an additional six (6) months at the sole discretion of the Superintendent. For those employees who qualify for PERS disability, the Board will follow the appropriate PERS rules and regulations. Any employee on unpaid leave under the provisions of this Article will be subject to COBRA.

ARTICLE 28
REDUCTION IN FORCE

Section 28.1. General Provisions.

A. Layoff of Bargaining Unit members shall be for lack of work, lack of funds, or job abolishment.

B. The Board agrees to provide a thirty (30) calendar day advance written notice to the Union prior to the effective date of a layoff.

C. Whenever it becomes necessary to reduce the number of Bargaining Unit members, such reduction to the classification affected shall occur in inverse order of seniority within affected classification(s) with preference given to full-time status.

Section 28.2. Seniority and Seniority Lists. Seniority for layoff purposes shall be based upon seniority within the Transportation Department. Transportation seniority shall be defined as the total time served in Transportation as an employee of the Montgomery County Board of DDS.

Section 28.3. Classifications. The classifications within which a layoff will occur are as follows: Dispatcher, Vehicle Operator Aide, Vehicle Operator II and Auto Mechanic and Courier.

Section 28.4. Displacement Rights. If any employee's classification seniority permits and such employee has the present ability and qualifications to perform in another position, the employee(s) affected by the layoff shall be allowed to move to a new position in the following successive manner:

A. Displace the least senior employee in the same classification, provided he/she is physically qualified for such position.

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B. Fill any available vacancy in the Bargaining Unit, provided he/she is qualified for such position.

C. If any employee displaces another employee as a result of utilizing procedures set forth herein, the displaced employee shall be permitted to exercise the rights of this section.

D. It is understood by the parties that full-time aides will be given the opportunity to displace part-time aides with lesser seniority before being laid off to the street. Part-time aides can displace other part-time aides with lesser seniority but cannot displace a full-time aide.

E. It is also understood by the parties that the summer program hours of drivers and aides may be reduced through the bidding process as identified in Article 25, Route Bidding and this does not constitute a layoff under this article.

Section 28.5. Recall Rights.

A. In filling vacancies, Bargaining Unit members will be recalled in reverse order of layoff.

B. A Bargaining Unit member on layoff shall maintain his/her recall rights for twelve (12) months from the actual layoff.

C. Any Bargaining Unit member who is offered and who declines reinstatement when a vacancy occurs, or who fails to respond to the offer within ten (10) calendar days after receipt of same, shall forfeit all recall rights.

D. It is the responsibility of each Bargaining Unit member on layoff to notify the Board of a current address. Failure to notify the Board in this manner eliminates any requirement for the Board to recall that laid off Bargaining Unit member. An offer of recall shall be sent by certified mail to the last known address on file with the Human Resources Department.

ARTICLE 29
HEALTH AND SAFETY

Section 29.1. The Union and the Employer share responsibility for safety in the work place.

Section 29.2. The Employer shall 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 adequate first-aid equipment in a manner which makes it readily accessible to all Bargaining Unit employees.

Section 29.3. No bus shall be dispatched nor shall a driver be required to transport consumers, when the vehicle is unsafe for driving. If an employee believes that a bus is unsafe, the

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employee shall immediately report the unsafe condition to the Transportation Supervisor or the Mechanic. Steps will be taken to ensure that the bus is in safe working condition prior to being dispatched. The final determination as to whether a bus is safe for driving shall remain the responsibility of the Transportation Supervisor.

Section 29.4. No employee shall be in any way subject to retaliation for reporting any unsafe condition.

Section 29.5. 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 Supervisor. Failure to report incidents may result in disciplinary action up to and including termination.

Section 29.6. Vehicle Operator II's and Courier must perform pre-trip and post-trip inspections of their assigned vehicles at the end of each portion of their route.

Section 29.7. Vehicle operators will not be required to wash the exterior of their bus. However, vehicle operators are required to clean the interior of their bus and the windshield, back windows and mirrors.

ARTICLE 30
WORK-RELATED INJURIES

Section 30.1. All Work-Related Injuries.

A. Employees injured as a result of job-related duties including consumer assault shall immediately notify their supervisor within twenty-four (24) hours of said injury and complete an injury report form.

B. Upon review by the Employer, the Employer will determine from the documentation if wage continuation or Transitional Duty is appropriate.

C. If the employee is eligible for wage continuation, the injured employee will be required to sign a medical release. Failure to sign a medical release will result in wage continuation not being provided.

D. An employee falsifying any record or form related to the injury or assault will be terminated from employment.

E. Any sick leave utilized after the first week but before the employee qualifies for wage continuation will be restored to the employee upon qualification for the program.

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F. An employee in wage continuation shall be considered for Transitional Duty in accordance with Article 31. Wage continuation shall not exceed ninety (90) calendar days. If an employee remains in wage continuation for ninety (90) calendar days the employee will be considered for Transitional Duty in accordance with Article 31. If an employee does not qualify for Transitional Duty after exhausting wage continuation, the Employer may fill the employee's position. The employee, however, retains the right to a position in the employee's classification and with the same number of hours should the employee become fit for duty.

G. In the case of probationary employees, time spent on wage continuation or Transitional Duty will result in the extension of the probationary period on a day for day basis.

ARTICLE 31
TRANSITIONAL DUTY

It is the intent of the Board to provide a rehabilitative process in the case of extended work-related personal injury or illness. The Transitional Duty program is for the temporary assignment of employees who are temporarily unable to perform the essential job functions of their regular position. It is not an occupational goal, but an interim step in the physical recovery and conditioning of injured or ill employees due to work related incidents.

Section 31.1. Selection Criteria.

A. When a work-related illness or injury including consumer assault is evident to the Employer, the Employer will review the attending physician's evaluation and determine if the employee is suited to a transitional duty position. Should the employee disagree, the employee has the right to a second opinion by his/her attending physician, as to his/her ability to carry out the duties of the transitional program. If the physician's opinion differs from the Employer's, a third opinion will be sought from a physician selected by the Employer with the cost to be borne by the Employer. The decision from the physician selected by the Employer will be final and binding on the parties and not subject to the grievance and arbitration provisions of the contract.

B. If the employee is placed into a Transitional Duty assignment, the employee must maintain continued medical treatment as determined by the physician and provide to the Employer a minimum monthly prognosis in order to remain in the Transitional Duty program. All documentation from all medical appointments must be submitted.

C. If the employee refuses to report to the transitional assignment, the employee will be considered to have voluntarily resigned.

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D. Transitional Duty assignments can be anywhere within the program of the Employer. Employees must follow the work rules and hours as dictated by the facility or program as assigned and commensurate with the transitional duties.

Section 31.2. Additional Conditions.

A. While in the Transitional Duty program, employees have the right to apply for other vacancies, provided he/she can perform all the essential job functions of the position at the time the position is to be filled.

B. Payment for Transitional Duty will be at the employee's regular hourly rate for their "normal" number of hours worked within a work week.

C. If the employee is released for regular duty and refuses to report for their regularly-scheduled duties, the employee will be considered to have voluntarily resigned.

D. Employees participating in the Transitional Duty program are subject to the same standards of conduct, performance and policies that apply to all employees.

E. If an employee qualifies for a Transitional Duty assignment during their probationary period, the Employer has the sole and exclusive right to extend the probationary period to coincide with the standards of Article 23, Probation.

F. Employees shall not remain in Transitional Duty status in excess of one hundred eighty (180) calendar days, in addition to any time spent on wage continuation. Employees who exhaust Transitional Duty retain the right to a position in the employee's classification and with the same number of hours should they become fit for duty. The one hundred eighty (180) calendar day limit on Transitional Duty is cumulative regarding a single Worker's Compensation claim. Days spent on Transitional duty for the same claim count towards the one hundred eighty (180) day limit, even if the employee returns temporarily to the employee's regular position, unless the employee returns to the employee's regular position for one (1) calendar year or longer. The same is true of wage continuation.

If an employee moves from Transitional Duty to wage continuation or from wage continuation to Transitional Duty, the ninety (90) cumulative day limit for wage continuation or the one hundred eighty (180) day cumulative limit for Transitional Duty will be unaffected, with the time limit for Transitional Duty paused while the employee is on wage continuation and vice versa.

G. Any employee on Transitional Duty when this collective bargaining agreement is executed and who has been on Transitional Duty for one hundred eighty (180) calendar days or more shall be entitled to sixty (60) days of additional Transitional Duty, counting from the execution date of this collective bargaining agreement. The employee shall otherwise be subject to the provisions of Article 31.

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ARTICLE 32
NON-DISCRIMINATION

Section 32.1. Neither the Board nor the Union shall engage in any illegal discrimination on the basis of an employee's race, age, sex, sexual orientation, national origin, veteran status, creed or disability, nor an employee's membership or non-membership in the Union.

Section 32.2. The Board and the Union agree that dealings between their representatives and members will be characterized by mutual respect for personal dignity.

ARTICLE 33
ETHICS

Section 33.1. Ethics. It is understood by the parties that the members of the Bargaining Unit will be in compliance with the ethics and conflict of interest laws of the State of Ohio as reflected in Policy VII.24 Staff Ethics of the Board. Further members of the Bargaining Unit shall not engage in outside employment which results in a conflict of interest with their duties as employees of the Montgomery County Board of DDS. All employees convicted of, pleading guilty to or cited for any disqualifying felony or misdemeanor and traffic violations which affect the employee's ability to be insured by the Employer are required to report such information to the Director of Transportation or designee by the beginning of the employee's next shift. Further, any employee arrested or charged for any of the aforementioned must report such arrest and/or charge to the Director of Transportation by the beginning of the employee's next shift. Failure to comply with any of the aforementioned reporting requirements of this Article will result in disciplinary action,

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 MCBDDS 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.

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,

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emotional, or mental condition, where such medication or prescribed drugs are taken in the quantity or frequency as prescribed.

Employees taking prescription or over the counter drugs which affect their ability to drive are not permitted to drive. Failure to properly notify the employer of said drugs and/or driving while under said medication will result in disciplinary action.

Section 34.4. Drug screening shall be required for all new employees. Random testing for substance abuse will be administered by a third party certified drug testing laboratory selected by the Employer and at the Employer's expense for all employees of the Bargaining Unit who are required to drive. 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 disciplined in accordance with Article 11 of this Agreement and may be recommended for counseling and/or treatment pursuant to Section 34.6 of this Article. Further, if this is not the first drug/alcohol related offense for the individual, they will be terminated.

Section 34.5. 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 a reasonable belief that illegal drug use or alcohol use is impairing the employee's ability to perform the essential functions. Such test may be directed by the Director of Transportation or his/her designee. An employee may be required to undergo such testing immediately at a certified drug testing laboratory when the Director of Transportation or his/her designee determines that there are objective indications of impairment of behavior, demeanor, speech, appearance, breath, or job performance and a reasonable belief that the employee has been impaired by drugs or alcohol while in the scope of his/her employment by MCBDDS; 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 Transportation Services, 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 Transportation or who fails to cooperate fully and in a timely manner with the requirement to undergo drug or alcohol testing, shall be considered insubordinate, to have tested positive, and subject to disciplinary action. 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 Transportation may suspend the employee until the Director ascertains whether the initial positive result was accurate and/or excusable. If the positive test result is upheld by the Director of Transportation, the Board shall either treat the suspension as an unpaid disciplinary sanction or impose a more severe disciplinary sanction. If the positive test result is refuted to the satisfaction of the

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Director of Transportation, the suspension shall be treated as a non-disciplinary, paid administrative leave.

C. If the results are confirmed and no acceptable medical justification exists, the employee may, in the discretion of the Director of Transportation, be given reasonable opportunity to participate in a counseling and/or treatment program. Employees provided this opportunity shall execute a release and direct all relevant providers to keep the Employer apprised of their progress. If the employee withdraws from a program once begun without satisfactory completion or release, the Director of Transportation shall take disciplinary action as provided for in Section 34.6(E)(1) of this Article.

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.

Section 34.6. A program of counseling, and/or treatment may be approved by the Human Resources Department in addition to disciplinary action provided the following conditions are met in the opinion of the Human Resources Department:

A. The employee demonstrates good cause to believe that counseling or treatment will be beneficial and it would pose no potential risk of health or safety.

B. This is the first drug and/or alcohol related offense for the individual.

C. The employee has not had a disciplinary demotion or suspension in the past two (2) years.

D. The employee applies for appropriate leave 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.

E. After successful treatment, the employee agrees by sworn statement to undergo random drug/alcohol screenings for five (5) years. Failure to comply or a positive test during the five (5) year period will result in termination.

(1) Failure to successfully complete the program will result in termination.

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Section 34.7. 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 34.8. 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 within seventy-two (72) hours of the initial positive result of the same sample at the Board's expense. Employees shall be entitled to receive a copy of the test results.

Section 34.9. 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.

Section 34.10. 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 their job description.

Section 34.11. Any employee indicted for, arrested for or convicted of, any Federal, State or municipal criminal drug offense must notify the Employer of that fact, in writing, within twenty-four (24) hours of the indictment, arrest or conviction, or prior to the employee's next shift, whichever is sooner.

ARTICLE 35
CRIMINAL BACKGROUND INVESTIGATION

Section 35.1. The Montgomery County Board of DDS will perform criminal background checks and/or investigations in accordance with state and federal law and regulations. The Employer agrees to notify the employee and the PGO if something negative is discovered during any of the aforementioned checks/investigations.

ARTICLE 36
CERTIFICATION, LICENSURE, INSURABILITY

Section 36.1. All vehicle operators (vehicle operator includes the classifications of Dispatcher, Vehicle Operator II, Mechanic and Courier for the purposes of this Article) must maintain his/her licensure/certification(s) and remain insurable at all times. Failure to remain insurable or to maintain proper licensure/certification(s) will render the vehicle operator unqualified to work. The Employer, at its discretion, may terminate or demote a vehicle operator, as defined above, who lacks proper licensure/certification(s) or is not insurable.

Section 36.2. In the event that a Dispatcher loses his/her licensure/certification(s), school bus endorsement or becomes uninsurable, the Dispatcher will immediately be demoted to the "non-

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CDL" pay scale at the same step. If, and when, the Dispatcher regains the lost licensure/certification(s) or insurability, the employee will be promoted immediately back to the CDL Dispatcher pay scale at the same step as he/she was on the "non-CDL" pay scale. The Employer, at its sole discretion, may elect to discipline said employee if the Employer believes it is in the best interest of the department.

ARTICLE 37
UNIFORMS / TOOLS

Section 37.1. Uniforms. The Board will supply up to eleven (11) sets of uniforms for the mechanics and courier. Each uniform shall consist of one pair of pants and one shirt. Such uniforms will be cleaned and maintained by the Board on a weekly basis. Uniforms shall be worn during work and while traveling to and from work only.

The Board will also provide and maintain two jackets per mechanic and courier. Additionally, the Board will have winter coveralls and rain gear available for the mechanics to utilize.

Section 37.2. All employees are required to wear their Montgomery County Board of DDS employee identification badge at all times while on duty.

Section 37.3. Shoes. The Board will provide up to - One Hundred Thirty-Five Dollars ($135.00) annually for the purchase of safety shoes for the mechanics and courier. Such purchase shall follow Board procedures and be through Board Vendors.

Section 37.4. Tools. Mechanics are responsible for the purchase, maintenance and insurance of their tools. The Board will provide those specialty tools necessary for the servicing of the vehicles. The Board will provide Thirty Dollars ($30.00) annually to each mechanic to be utilized for the purchase of insurance on the mechanic's personal tools.

Section 37.5. The Employer shall reimburse an employee who sustains damage to his/her personal items, according to the Board Policy VII.51 "Staff Property Damage."

ARTICLE 38
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 38.1. The Board will provide an employee assistance program for all full and part-time members of the Bargaining Unit which will include in its services offered the service of professional counseling for employees in need of mental, family, drug, alcohol, or financial counseling assistance.

Section 38.2. The nature of the services provided will be at the sole and exclusive control of the EAP provider. The EAP provider may require the employee to utilize the Employer's health insurance or the employee to assume the financial responsibility for additional services beyond the services provided by the EAP program.

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ARTICLE 39
RETIREMENT SEVERANCE

Section 39.1. Bargaining Unit members retiring under an Ohio public employee retirement system with at least ten (10) years service with the Montgomery County Board of DDS are entitled to cash payment for accumulated sick leave as follows:

A. first two hundred forty (240) hours of accrued but unused sick leave is converted by paying one (1) hour's pay for every three (3) hours of accumulated sick leave;

B. second one hundred and sixty (160) hours of accrued but unused sick leave is converted by paying one (1) hour's pay for every two (2) hours of accumulated sick leave; and

C. third three hundred and twenty (320) hours of accrued but unused sick leave is converted by paying 1 hour's pay for each hour of accumulated sick leave.

The maximum amount of accrued but unused sick leave hours which are convertible to cash payment at retirement is seven hundred and twenty (720) hours.

	Actual Hours	Hours Converted
1)	240 hours x 1/3 =	80 hours
2)	160 hours x 1/2 =	80 hours
3)	320 hours x 1 =	320 hours
	720 hours	**480 hours**

ARTICLE 40
INSURANCE COVERAGES

Section 40.1. The Employer shall offer health insurance benefits, as established by the Board, to all full-time Bargaining Unit employees. For purposes of this article "full-time" shall be defined as regularly scheduled thirty-two (32) or more hours per week and beginning in January 2014, thirty (30) or more hours per week as federal law requires.

The Employer shall pay its portion of the premium amount as set by the County Board for the coverages that are offered to its program staff. The Board will also provide life and dental insurance to full-time employees of the Bargaining Unit under the same terms and conditions as set for the program staff of the Board.

For part-time members of the Bargaining Unit, the Employer will contribute the same amount of money to a flexible spending plan and under the same terms and conditions as is established for other part-time program staff of the Board.

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Section 40.2. Bargaining Unit employees shall be eligible for the coverage the first of the month following thirty (30) calendar days of continuous employment.

Section 40.3. Waiver of Coverage. Full-time Bargaining Unit members who are eligible for health insurance coverage may, upon proof of other coverage, waive coverage as provided by the Employer. In such cases, the employee shall receive the same waiver incentive as is established and under the same terms and conditions as is established for other program staff of the Board.

Section 40.4. Levels of Coverage. Employee contributions (Section 40.1), waiver amounts (Section 40.3), and levels of insurance coverage shall be established at the same levels as provided for other management and non-management program staff of the Board.

Section 40.5. Employees who exhaust their paid leave status must pre-pay the Employer their health insurance contributions if the unpaid leave is to be for more than thirty (30) days. Employees on an unpaid leave that will not exceed thirty days can elect to have an automatic deduction of the full amount from the first pay(s) upon their return to work. Employees on unpaid leave that exceeds thirty (30) days will be billed, at their home address, for the portion of the premiums that would normally have been deducted from their paychecks. Employee payment shall be made by money order or personal check. Failure to pay premiums may expose the employee to COBRA continuation.

ARTICLE 41
WAGES

Section 41.1. Base Salary. The salary schedule in effect on December 31, 2014 will be increased by two and one-half percent (2.5%) on the base effective the January 1, 2015.

Section 41.2. Step increases shall remain frozen for the 2015 contract year.

Section 41.3. Shift differential for all second shift employees is forty-one cents ($. 41) per hour.

Section 41.4. This article is subject to a re-opener as indicated in Article 47 of this Agreement for the contract years beginning January 1, 2016 and January 1, 2017.

Section 41.5. Endorsement consideration
If a part-time driver was trained by the MCBDDS for his/her passenger endorsement, s/he shall receive a one-time payment of $300.00 when s/he has worked a total of five-hundred (500) hours. Should the employee leave the employ of the MCBDDS prior to actually working one-thousand (1000) hours, then his/her last paycheck shall be reduced by $300.00.

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ARTICLE 42
TUITION REIMBURSEMENT

Section 42.1. The Board shall appropriate Five Hundred Dollars ($500.00) per employee per calendar year to be used for tuition reimbursement at an accredited college for basic literacy courses, for courses leading to the completion of a high school diploma or GED, or for courses and/or degrees that apply to their position or for other potential positions within the Board of DD.

Only full-time and/or regular part-time employees who have completed twelve (12) months of employment are eligible. Qualified staff members must have a satisfactory work performance, no disciplinary actions within the previous twenty-four (24) months, or pending, and satisfactory or better performance evaluations during their last rating period.

Approved courses and seminars must be taken on the employee's personal time.

Fees for books, parking and other non-tuition expenses will not be reimbursed.

College courses must be taken for credit; no audits. Reimbursement is contingent upon receipt of a "C" or above, or "P" if the course is taken pass/fail.

Staff members who leave the Board within nine (9) months of taking a course must reimburse the Board for the amount of tuition monies received.

Applicants may apply for tuition reimbursement for no more than Five Hundred Dollars ($500.00) per calendar year, pretax.

ARTICLE 43
SUBCONTRACTING

Section 43.1.

A. The Board shall have the right to subcontract work performed by members of the Bargaining Unit at its discretion, providing the Board provides the Union a minimum of thirty (30) calendar days advance written notice of such subcontracting and complies with Paragraph B.

B. Should the Board decide to subcontract work performed by the Bargaining Unit, the Board agrees to place into the contract with the subcontractor, provisions to guarantee that 1) the existing members of the Bargaining Unit will be offered positions with the subcontractor; 2) for a period of six (6) months, and subject to ridership, transferred employee staffing levels with the subcontractor will be at the same level(s) that exist at the time of transfer; 3) the subcontractor agrees to honor the terms and conditions of the Collective Bargaining Agreement, except the provisions of Article 40, Insurance Coverage, which shall be negotiated with

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the subcontractor; and 4) the subcontractor will recognize the PGO as the exclusive bargaining agent/representative of the employees transferred to the subcontractor.

ARTICLE 44
ALTERNATIVE FORMS OF TRANSPORTATION

Section 44.1. Should the Board determine that it is in its best interest to expand its services to include the transport of some individuals in vans between home and Board owned, rented or leased facilities during the term of this labor contract, the Board agrees to bargain any impact of such determination to include the potential membership of new driver position(s) per SERB guidelines and the retention of drivers solely affected by such determination.

ARTICLE 45
EFFECT ON AGENCY POLICIES & CIVIL SERVICE RULES & REGULATIONS

Section 45.1. This Agreement specifically supersedes and renders inapplicable to the Board and the Bargaining Unit Ohio Revised Code §§9.44, 124.32 through 124.34 (except the provisions of division (A) of §124.34 governing the discipline of officers and employees who have been convicted of a felony), 124.38, 124.39 and 325.19, and any provisions of the Ohio Administrative Code promulgated under, or to effectuate, these statutes.

ARTICLE 46
NEGOTIATIONS PROCEDURE, LIMITATIONS AND CONFORMITY TO LAW

Section 46.1. Negotiations Procedure. The parties to this Agreement will negotiate in the manner established in Revised Code Chapter 4117.

Section 46.2. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by the law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties specify that this agreement supersedes all state and local laws pertaining to wages, hours, and terms and conditions of employment for the Bargaining Unit, except those matters expressly prohibited by Revised Code Sections 4117.08(B) and 4117.10(A).
The provisions of this Agreement establish in entirety the wages, hours, terms and conditions of employment of the employees in the Bargaining Unit.

Section 46.3. Validity. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the

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parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

Section 46.4. Alternative Language Negotiations. The parties agree that should any provision of this Agreement be found to be invalid, that upon the written request of either party, they will schedule a meeting within twenty (20) calendar days, at a mutually agreeable date and time, to discuss by good faith, negotiations alternative language on the same subject, to make the remaining provision whole.

ARTICLE 47
DURATION OF AGREEMENT

Section 47.1. By signing this Agreement, the parties hereby acknowledge that they have had a full and fair opportunity to bargain over all terms and conditions of employment. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace.

Section 47.2. Duration of Agreement. This Agreement shall be effective on January 1, 2015, and shall remain in full force and effect through midnight December 31, 2017.

Section 47.3. Reopener. Effective January 1, 2016, all provisions under Article 41 (Wages) shall be reopened pursuant to Chapter 4117-9 OAC, for implementation on/about January 1, 2016 or as agreed upon by the parties. Effective January 1, 2017, all provisions under Article 41 (Wages) shall be reopened pursuant to Chapter 4117-9 OAC, for implementation on/about January 1, 2017 or as agreed upon by the parties.

Section 47.4. Signatures. Signed and dated at Dayton, Ohio on this ____ day of _____, 2015.

FOR MONTGOMERY COUNTY BOARD OF DDS:

SUPERINTENDENT

FOR PGO:

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APPENDIX A

MONTGOMERY COUNTY BOARD OF DD SERVICES

SALARY SCHEDULE

Effective January 1, 2015

SCALE	CLASS	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
T3	DRIVER	$13.59	$13.86	$14.14	$14.42	$14.71	$15.00	$15.30	$15.61	$15.92	$16.24	$16.57	$16.90	$17.24	$17.58	$17.93	$18.29	$18.66	$19.03	$19.41	$19.80
	2nd	$14.00	$14.27	$14.55	$14.83	$15.12	$15.41	$15.71	$16.02	$16.33	$16.65	$16.98	$17.31	$17.65	$17.99	$18.34	$18.70	$19.07	$19.44	$19.82	$20.21
T2	BUS AIDE	$10.17	$10.37	$10.58	$10.79	$11.01	$11.23	$11.45	$11.68	$11.92	$12.15	$12.40	$12.65	$12.90	$13.16	$13.42	$13.69	$13.96	$14.24	$14.53	$14.82
	2nd	$10.58	$10.78	$10.99	$11.20	$11.42	$11.64	$11.86	$12.09	$12.33	$12.56	$12.81	$13.06	$13.31	$13.57	$13.83	$14.10	$14.37	$14.65	$14.94	$15.23
T6	LEAD MECHANIC	$17.71	$18.06	$18.43	$18.79	$19.17	$19.55	$19.94	$20.34	$20.75	$21.17	$21.59	$22.02	$22.46	$22.91	$23.37	$23.84	$24.31	$24.80	$25.29	$25.80
	2nd	$18.12	$18.47	$18.84	$19.20	$19.58	$19.96	$20.35	$20.75	$21.16	$21.58	$22.00	$22.43	$22.87	$23.32	$23.78	$24.25	$24.72	$25.21	$25.70	$26.21
T5	MECHANIC	$17.11	$17.45	$17.80	$18.16	$18.52	$18.89	$19.27	$19.65	$20.05	$20.45	$20.86	$21.27	$21.70	$22.13	$22.58	$23.03	$23.49	$23.96	$24.44	$24.93
	2nd	$17.52	$17.86	$18.21	$18.57	$18.93	$19.30	$19.68	$20.06	$20.46	$20.86	$21.27	$21.68	$22.11	$22.54	$22.99	$23.44	$23.90	$24.37	$24.85	$25.34
T4	DISPATCH (CDL)	$14.06	$14.34	$14.63	$14.92	$15.22	$15.52	$15.83	$16.15	$16.47	$16.80	$17.14	$17.48	$17.83	$18.19	$18.55	$18.92	$19.30	$19.69	$20.08	$20.48
	2nd	$14.47	$14.75	$15.04	$15.33	$15.63	$15.93	$16.24	$16.56	$16.88	$17.21	$17.55	$17.89	$18.24	$18.60	$18.96	$19.33	$19.71	$20.10	$20.49	$20.89
	DISPATCH (non - CDL)	$10.99	$11.21	$11.43	$11.66	$11.90	$12.13	$12.38	$12.62	$12.88	$13.13	$13.40	$13.66	$13.94	$14.22	$14.50	$14.79	$15.09	$15.39	$15.70	$16.01
	2nd	$11.40	$11.62	$11.84	$12.07	$12.31	$12.54	$12.79	$13.03	$13.29	$13.54	$13.81	$14.07	$14.35	$14.63	$14.91	$15.20	$15.50	$15.80	$16.11	$16.42
T1	Courier	$10.29	$10.50	$10.71	$10.92	$11.14	$11.36	$11.59	$11.82	$12.06	$12.30	$12.54	$12.79	$13.05	$13.31	$13.58	$13.85	$14.13	$14.41	$14.70	$14.99