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AGREEMENT BETWEEN
THE TUSCARAWAS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
AND
THE GENERAL TRUCK DRIVERS AND HELPER'S UNION
(AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)
LOCAL #92

SEPTEMBER 1, 2015 THROUGH AUGUST 31, 2016

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ARTICLE 1

Recognition

- A. The Tuscarawas County Board of Developmental Disabilities recognizes the General Truck Drivers and Helpers Union Local No. 92 (affiliated with the International Brotherhood of Teamsters) as the sole and exclusive bargaining representative for all full-time and regular part-time non-teaching employees in the following positions: Bus Drivers and Transportation Assistants.
- B. Excluded from the bargaining unit are all other employees and classifications, including the following positions and categories (where appropriate, as defined by ORC Chapter 4117):
- | | |
|-------------------------------|------------------------|
| Mechanics | Clerks |
| Secretaries | Maintenance |
| Dispatchers | Supervisors |
| Administrative Assistants | Substitutes |
| Seasonal and Casual Employees | Confidential Employees |
| Management Level Employees | |
- C. When new positions that have a community of interest with the current bargaining unit are created by the Employer, the recognition status of such positions shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Employer and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the Union may petition the State Employment Relations Board (SERB) for a determination.
- D. Should such positions be determined to be in the bargaining unit, the Employer and the Union shall meet to determine the salary.

ARTICLE 2

Definitions

- A. Agreement - This negotiated Agreement between the Board and the Union.
- B. Board or DD Board - The Tuscarawas County Board of Developmental Disabilities acting in its official capacity.
- C. Day - A calendar day, unless otherwise indicated.
- D. Employee - A person in the bargaining unit.

- E. Employer - Board members, administrators, agents and all others acting on the Board's behalf as directed by the DD Board.
- F. ORC - The Ohio Revised Code.
- G. Superintendent - Superintendent or designee.
- H. Union - General Truck Drivers and Helpers Local Union No. 92 (affiliated with the International Brotherhood of Teamsters).
- I. Work Day - A scheduled day on the Board's twelve (12) month calendar of operations, Monday through Friday, except holidays and calamity days.
- J. Transportation Supervisor - Transportation Manager or designee.
- K. Fiscal Officer - The Administrative Assistant in the business office who is responsible for payroll and other fiscal operations.

ARTICLE 3

Negotiation Procedures

Negotiations shall be in accordance with SERB rules set forth in Ch. 4117 of the ORC. The parties agree to select a fact-finder with the ability to conduct mediation. The parties also agree, as permitted under SERB rules, to begin the fact-finding process with mediation conducted by the fact-finder. It is understood that extension of fact-finding deadlines may become necessary as dictated by the progress of mediation.

ARTICLE 4

Employer Rights

- A. The Employer hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. to have the exclusive responsibility and authority to manage, control, and direct, in behalf of the public, all of the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, and organizational structure;
 - 2. to hire, direct and supervise all employees and, subject to the provisions of law and the explicit terms of this Agreement, to evaluate and determine their qualifications and the conditions for their continued employment;

3. to determine work schedules, hours of work, duties and assignments of employees, and to establish the necessary work rules of all employees;
 4. to maintain and improve the efficiency and effectiveness of operations;
 5. to determine the overall methods, process, means or personnel by which operations are to be conducted;
 6. to suspend, discipline, demote or discharge for just cause, or layoff, transfer, promote, or retain employees;
 7. to determine the adequacy of the workforce;
 8. to determine the overall mission of the Employer;
 9. to effectively manage the workforce, including determining the size, composition and qualifications of the workforce and relieving unit members from duties because of lack of work, lack of funds or abolishment of positions as authorized under Ohio Revised Code 124.321; and
 10. to take actions to carry out the mission of the Employer.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the United States.

ARTICLE 5

Employee Rights

A. Personnel Files

1. The personnel files of each employee shall be maintained in the Board office.
2. Employees shall be provided with copies of any written material concerning the employee's performance (including reprimands or other discipline) when it is placed in the employee's personnel file. Any person who issues written materials concerning the employee's performance for placement in any employee's file shall sign and date the material. The

employee shall acknowledge receipt and the date of receipt of the material by signing and dating the necessary form as requested by the Employer. Such acknowledgment is for the sole purpose of demonstrating receipt and shall not constitute agreement on the part of the employee with respect to the contents of the document. The employee shall be given an opportunity to prepare a written response to such material. Any written response shall be attached to the material.

3. Any employee shall have the right during the employee's off-duty time, but within regular office hours, to examine and/or obtain copies of any material from his or her personnel file. An employee may obtain copies of up to five pages of material from his or her personnel file in a given month at no cost to the employee. An employee will be charged the usual rate for copying in connection with public records requests for any pages in excess of five pages.

B. Personnel Evaluations

1. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Any negative evaluation must specifically identify each and every aspect of an employee's performance needing improvement and, where appropriate, suggestions for how improvement may be made. The Employee shall have the right to review and respond to any negative evaluation in accordance with paragraph A(2) above.

ARTICLE 6

Stewards

A. Steward's Duties

The Board recognizes the right of the Union to designate steward(s) and alternates from the Board seniority list for the bargaining unit. The authority of steward(s) and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities, except as may be otherwise agreed by the parties in this Agreement:

1. The investigation and presentation of grievances with designated Board representatives in accordance with the provisions of the collective bargaining agreement. Stewards will be permitted to have access to an employee's personnel file to the same extent and in the same manner as any other requestor of Board public records (*i.e.*, may review the file with a monitor present and may request copies of items within the file). To the extent that a steward wishes to see an item or items in an employee's personal file that

is/are confidential, not a matter of public record, the steward must obtain and present a written release from the employee for each item and on each occasion.

2. The transmission of such messages and information that shall originate with, and are authorized by, the Union or its officers.

B. Release Time for Stewards

1. Stewards who are involved in representing employees in a local disciplinary meeting or a grievance meeting shall be paid at their regular rate of pay. Pay for this activity shall not exceed a maximum of twelve (12) hours per contract year. Such time will not accumulate from year to year. This does not apply to time spent as a subpoenaed witness (by either the Union or the Employer) in an arbitration hearing. In such cases a steward shall not suffer a loss in pay from his/her regular daily compensation.
2. Stewards who attend labor/management meetings that the parties mutually agree to hold during a bus drivers working hours shall be compensated at their regular hourly rate for all time spent in the meeting, not to exceed their daily compensation.
3. No time spent in activities described in paragraph 1 or 2 above shall be calculated as hours worked for purposes of computing overtime.

ARTICLE 7

Union Membership, Dues Checkoff and Fair Share

A. Dues Checkoff

1. Within fourteen (14) days after ratification of this Agreement by both parties, the Employer will provide the Union with a list of all employees included in the bargaining unit. On a monthly basis, the Union shall provide to the Fiscal Officer a list of the names of each employee union member for whom union dues, fees and assessments withholding should be made, and a list of the total amount that should be withheld for each employee. The Employer will make a copy of the monthly invoice and add the names and addresses of any employees who have been hired and subtract the names of the employees who have left employment since the last billing to the invoice list. The amended copy of the invoice shall be provided to the Union.
2. Any employee who desires payroll deduction of his/her union dues, fees and assessments must sign and provide to the Fiscal Officer a signed,

written authorization for payroll deduction of union membership dues, fees and assessments upon hiring. Such authorization shall continue in effect from year to year unless revoked or changed in writing.

3. Except for unusual circumstances, the Fiscal Officer shall forward the monthly invoice with a list of the names of each employee for whom union dues, fees and assessments withholding should be made, and a list of the total amount that should be withheld for each employee, to the Tuscarawas County Auditor's office within five (5) work days after receipt of said lists from the Union. The Employer shall ask the Tuscarawas County Auditor to deduct such dues, fees and assessments (except initiation fees) from each employee's paycheck on a bi-weekly basis over 26 pays and to forward such dues, fees and assessments amounts to the Union as promptly as possible. The Employer shall ask the Tuscarawas County Auditor to divide and deduct initiation fees from each employee's paycheck over four (4) bi-weekly pay periods rather than 26, and to forward such fees to the Union as promptly as possible.

B. Fair Share Provision

It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues, fees and assessments paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Board from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

C. Bona Fide Religious Exemption

All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(C) pertaining to bona fide religious exemption.

D. Rebate Procedures

The Union represents to the Board that:

1. An internal advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the Revised Code.
2. A procedure for challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union; and

3. Such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

ARTICLE 8

Union Representation

A. Access to Work Areas, Bulletin Boards and Board-Owned Facilities

1. Authorized agents of the Union shall be permitted to meet with bargaining unit members in work areas for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being followed.
2. The Board agrees to provide reasonable space for the Union bulletin board in the area near employee mailboxes. Postings by the Union on the board are to be confined to the official business of the Union.

B. Release Time for Attendance At Arbitration Hearings

1. With prior approval of the Superintendent, and limited to a reasonable number of employees, Union members shall be released with no loss of time when it is necessary for them to attend an arbitration hearing scheduled during work hours.

C. Union Rights to Information

1. The Employer will supply the Union with a seniority roster of all bargaining unit employees on the effective date of this Agreement and once every twelve (12) months thereafter. Such a roster will be provided upon request one additional time within each 12-month period. The roster shall indicate each employee's initial hire date as a regular employee (not as a substitute) and present classification.
2. The Board shall provide a copy of the agenda for each Board meeting to the Union Business Representative/Agent when the agenda is posted. The agenda will indicate the name and classification of newly hired bargaining unit employee(s).

D. Orientation Sessions

The Union shall be permitted to conduct orientation sessions for bargaining unit employees in the employees' work area during times that the employees are not on bus routes, not to exceed five (5) hours annually, as long as there is no interference with normal operations.

ARTICLE 9

No Strike/No Lockout

- A. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in or other curtailment or restriction of the Board's operations, including the honoring of any strike activity while on Board time by other employees or by non-employees of the Board, during the term of this Agreement.
- B. The DD Board will not lock out employees during the term of this Agreement.
- C. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property other than Board property involved in a primary labor dispute between a union and an employer other than the Board, or refuses to go through or work behind any primary picket line involving a union at an employer other than the Board, if the employee reasonably fears for his safety or the safety of his consumers.

ARTICLE 10

Seniority

A. Seniority Defined

Seniority shall be defined as the length of continuous employment by an employee with the Employer as computed from the employee's most recent date of hire as a regular (not substitute) employee.

Job classification seniority shall be defined as the length of continuous employment by an employee in a particular job classification, as computed from the employee's most recent date of entry into such job classification as a regular (not substitute) employee.

B. Seniority Lists

There shall be posted on the transportation department bulletin board the following seniority lists of the bargaining unit:

1. Bus Driver job classification seniority list;
2. Transportation Assistants job classification seniority list.

C. Seniority for Drivers Hired At The Same Time

Drivers or Assistants having the same date of hire shall be placed on the seniority lists using the following criteria in order:

1. For hires after the effective date of this Agreement, date of receipt of application, as shown by date stamp
2. Coin toss

ARTICLE 11

Probationary Period

- A. All new employees shall serve a probationary period for the first sixty-five (65) actual working days of their employment. Only days an employee actually spends on the job count towards the sixty-five (65) day period, *i.e.*, leaves of absence, calamity days, etc. do not count. If the Employer feels that additional time of up to 90 working days is required to evaluate an employee, the additional time must be mutually agreed upon by the Union and Board.
- B. During the probation period, an employee may be terminated at any time and for any reason. Any such termination shall not be subject to the grievance procedure of this Agreement or to any other legal challenge, except that the employee is not precluded from bringing a legal challenge based on discrimination.
- C. During the probationary period, the employee shall have no seniority rights, and his/her qualification to do the work required or his/her discharge or layoff for any reason shall not be subject to the grievance or arbitration procedure set forth in this Agreement. Employees retained beyond the probationary period shall have their seniority computed as of their original date of hire.
- D. During the probationary period, the Transportation Supervisor will advise the probationary employee of any problems with his/her job performance.
- E. Employees who change job classifications shall serve a trial period of thirty (30) actual workdays in the new position. Employees shall not accumulate job classification seniority in the new job classification during the thirty (30) day trial period, but shall continue to retain their seniority in their former job classification during this period. During the trial period, the employee may choose to return to his/her former classification or the Employer may return the employee to his/her former classification. An opportunity to discuss a return made by the Employer will be provided by the Employer upon request. Regardless of the reason(s) for the return, no grievance or legal action of any kind may be filed against the Employer on the basis of the return of an employee to his/her former

classification, except that the employee is not precluded from bringing a legal challenge based on discrimination. Upon successful completion of the thirty (30) day trial period, the employee shall acquire seniority in the new classification retroactive to the date of appointment into the new classification.

ARTICLE 12

Bargaining Unit Work

- A. The Employer shall notify the Union Business Agent at least thirty (30) days prior to implementation of any shared services agreement with another entity covering work performed by bargaining unit employees, or any merger or privatization of the work performed by bargaining unit employees, except as set forth in Section C below. At the request of the Union, the Employer and the Union shall meet to discuss the Employer's plan, possible alternatives, and the impact of the decision on bargaining unit employees. In addition, if the Employer moves forward with Implementation, the Employer shall encourage any new employer resulting therefrom to hire bargaining unit employees, to continue the then-existing wages and benefits of any bargaining unit employees that it hires and to recognize the Union voluntarily as the exclusive representative of the bargaining unit employees.

- B. Except for conditions present in Section A above and Section C below, in cases of emergency, for purposes of instruction, for purposes of safety, or in the absence of qualified staff or substitutes, the employer agrees to have only bargaining unit members drive and assist on regular ~~school~~ bus routes and drive on extra trips requiring a school bus.

- C. If a Bus Driver separates from employment on or after July 10, 2015, the Board will offer the position to any Transportation Assistants with a valid CDL (in order of decreasing seniority beginning the most senior). If no qualified Transportation Assistant accepts the position, the Board may contract with another entity to provide a van and driver to cover the regular bus route and shall have no obligation to hire a Bus Driver to fill the vacant position. In addition, commencing with the start of the 2015-2016 school year, the Board may contract with another entity to provide a van and driver to cover two regular bus routes for which the Board has been unable to hire drivers as of July 10, 2015. [Note: If no Transportation Assistants separate from employment prior to the start of the 2015-2016 school year, then the two least senior may be subject to layoff at that time.]

ARTICLE 13

Work Rules

A. **Establishment of Work Rules**

Except where limited by specific terms of this labor Agreement, the Employer shall have the right to promulgate reasonable work rules (i.e., related to the operations of the Employer or related to safety). These rules, and any revisions thereof, shall be provided to the Union for review at least fifteen (15) workdays in advance of implementation/effective date, except for unforeseen emergency situations that preclude compliance with this Article. Where reasonable advance notice cannot be provided, such information shall be provided as soon as practicably possible. Time lines for notifications to the Union of new rules of Employee conduct and extension of period for Union review and discussion may be extended or reduced upon mutual Agreement between the parties.

B. **Policies and Procedures of the Employer**

Published policies and procedures of the Employer in effect at the time of the implementation of this labor Agreement and published prior to the implementation date of this Agreement shall not be subject to this Article. Additions, changes, amendments, or deletions to such policies and procedures, inasmuch as they relate to Employee conduct published after the implementation date of this labor Agreement, are subject to this Article.

ARTICLE 14

Employee Discipline and Discharge

A. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. An employee may be disciplined or discharged for inclusion in the state abuse registry and/or conviction of a felony, even if the employee has already been disciplined or discharged for the same conduct that is the basis of the felony conviction.

B. **Disciplinary Procedure**

1. Before imposing a demotion, suspension or discharge on an employee, the Employer shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The Employer shall attempt to schedule the conference at a time that is mutually agreeable to all parties. The employee has the right to be accompanied at the conference by a Union Business Agent/Representative. The Employer may impose reasonable rules on the length of the conference and the conduct of the

participants. If the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, it may suspend the employee without pay for up to three days pending the conference to determine final disciplinary action. If after the conference, the Employer determines suspension is not warranted, the employee will be reimbursed for any pay lost due to a pre-conference suspension.

2. If an employee is to be questioned at a pre-disciplinary conference about a written or recorded statement that s/he has made, then the employee and his/her designated representative(s) shall be given a copy of the statement prior to the conference. In addition, if an employee is to be questioned at a pre-disciplinary conference concerning an incident about which the employee authored an incident report, then the employee shall be permitted to review the original incident report in the office where the report is kept, in advance of the pre-disciplinary conference.
3. If an employee is the subject of an investigation that is likely to result in suspension, demotion or discharge of the employee, the employee has the right to be accompanied by a Union Business Representative/Agent at any investigatory interview by the Employer. If an employee is to be questioned at an investigatory interview concerning an incident about which the employee authored an incident report, then the employee shall be permitted to review the original incident report in the office where the report is kept, in advance of the investigatory interview.
4. Discipline may include one or more of the following: Oral warning, written reprimand, short-term suspension (10 days or less) with or without pay, long-term suspension (more than 10 days) with or without pay, demotion and discharge. In determining the penalty for any offense, the Employer shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.
5. The affected employee and the Union Business Agent/Representative shall be notified of the Employer's decision regarding discipline within five (5) working days after the decision is made.
6. Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate discharge or suspension without regard to previous reprimands or discipline. Such serious offenses include, but are not limited to the following:
 - a) insubordination, or the uttering of threatening or abusive language toward management personnel, other employees, students, or the public;

- b) intoxication on the job, working under the influence of a controlled substance, or the sale, possession, or use of any controlled substance;
 - c) fighting or provoking a fight; and/or
 - d) endangering the health or safety of management personnel, other employees, program participants, or the public.
7. The Employer shall give the Union Business Agent/Representative and the affected employee written notice of any demotion, suspension, or discharge. An employee has the right to grieve a demotion, suspension, or discharge within the time period provided in this Agreement. Other forms of discipline shall not be subject to the grievance procedure.
 8. This policy is not intended to preclude non-disciplinary measures, such as corrective counseling, as deemed appropriate in the discretion of the employee's supervisor(s). Documentation of the date, time, place, content of and reason for the counseling may be included in the employee's personnel file, in the discretion of the employee's supervisor(s).
 9. Employees are required to be truthful at all times during the disciplinary process, regardless of whether they are the subject of the discipline or participating in an investigation. Intentionally lying or withholding information (partially or completely) may result in discipline, up to and including termination.
 10. By law, any employee who suspects or is aware of abuse, neglect or a major unusual incident involving individuals receiving services must report the abuse, neglect or major unusual incident, as set forth in the Ohio Revised Code and the Ohio Administrative Code. Failure of an employee to make such a report, or to report other violations of Board policies or the law that endanger the health and well-being of individuals receiving services, may result in discipline.
 11. Records relating to corrective counseling and/or verbal reprimands will be removed from the employee's file and will cease to have force and effect for purposes of progressive discipline after twenty-four (24) months, if the employee requests removal and no intervening disciplinary action has occurred.

Records relating to written reprimands will cease to have force and effect for purposes of progressive discipline after thirty-six (36) months, if no intervening disciplinary action has occurred and the pending discipline is not for a same or similar incident.

12. This Article supersedes and takes the place of ORC §124.34 and shall exclusively govern the discipline and discharge of employees.

ARTICLE 15

Grievance Procedure

A grievance is any dispute over the interpretation of, application of, or compliance with the terms of this agreement.

A grievance can be brought to the grievance procedure by any employee or group of employees within the bargaining unit. The Union can bring a grievance about administrative issues between the Employer and the Union. A Union-initiated grievance will begin at step 3 below. A Union steward or alternate may file a grievance on behalf of a group of employees. In addition, the Union steward or alternate may file a grievance on behalf of an individual who is incapacitated.

A day is a scheduled workday on the Board's twelve (12) month calendar of operation, Monday through Friday, except holidays and calamity days.

In an effort to resolve matters before they become grievances, an employee with a complaint or concern is strongly encouraged to and should make every effort to discuss it informally with his/her immediate supervisor. Grievances shall be resolved in the following manner:

- Step 1: The aggrieved employee(s) shall discuss the matter with his or her immediate supervisor with or without a steward present no later than ten days after the employee knows or should have known of the events which gave rise to the grievance.

- Step 2: If the matter is not settled in Step 1 it shall be reduced to writing on forms supplied by the Union (Appendix A to this Agreement) and submitted by the grievant to the Union steward with a copy to the supervisor no later than ten (10) days after the step one discussion. The written grievance shall include identification of the Article(s) and Section(s) of the Agreement believed breached, a description of the grievance, and, as best the employee can recall, the time and place and date the grievance occurred.

- Step 3: If the grievance is not settled between the Union steward and the supervisor within ten days, the supervisor will forward it to the Superintendent or designee and the Union Steward will forward it to the Union business agent. The Union business agent will arrange a meeting with the Superintendent or designee at a mutually agreeable time and place (but no more than ten (10) days after receipt by the Union business agent). The steward and grievant and immediate

supervisor have the right to be present at this meeting. If the grievance remains unresolved after the step three meeting either party can move to arbitration by written notice to the other within thirty days of the step three meeting, or, by mutual agreement, the parties may proceed to a grievance mediation session with a mutually-agreed upon mediator within thirty (30) days of the step three meeting. If no settlement is reached as a result of the mediation conference, either party may move to arbitration by written notice to the other within thirty (30) days after the mediation conference.

Step 4: The parties will establish a list of three (3) permanent arbitrators who will be used in rotation if a grievance is moved to step four. If the arbitrator next in rotation is unable to give hearing dates within sixty (60) days after contacted, the next arbitrator in rotation will be contacted for hearing dates. The fees and expenses of the arbitrator together with the meeting room and any administrative costs shall be borne equally by the parties. Each party shall bear the cost of its own representation at the arbitration and the cost of any witnesses it retains. If a court reporter is requested, the cost shall be borne by the party making the request, provided that if both parties request a transcript the cost of the court reporter and transcripts shall be borne equally by both parties. The arbitrator shall limit his/her decision to the interpretation, application, or enforcement of those specific articles and/or section of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall be expressly confined to the issues submitted for arbitration and shall have no authority to determine issues not so submitted for arbitration. The arbitrator shall hear and determine only one grievance except upon specific written agreement of the Employer and Union to hear and determine multiple grievances. The arbitrator's decision is final and binding on the Employer, the Union, and the employees affected.

Failure to submit the grievance at any step in a timely manner pursuant to this article will result in the grievance being considered waived.

The procedures contained in this article constitute the sole and exclusive method of redressing grievances arising from this Agreement.

ARTICLE 16

Route Bidding

- A. There shall be one (1) annual bid on routes in August of each school year for drivers and assistants. All routes shall be bid by job classification seniority, unless the Union and the Employer mutually agree to exempt one or more positions from the bidding process because of health and safety concerns. If a position is exempted from bid for a driver and/or assistant by mutual agreement, then the Transportation Supervisor will assign a driver and/or assistant to that position prior to the bid process.
- B. No later than 9 days prior but no more than two (2) weeks prior to the beginning of each school year, the Transportation Supervisor will post the anticipated bus routes on a bulletin board in the employees' lounge. The postings will show each route number, the identity of those consumers who are expected to be on each route as of the time of the posting, the number of hours anticipated for each route as of the time of the posting, a description of each route, whether the route is a 9-month or a 12-month route, the anticipated starting time for each route, the number of the bus anticipated for each route as of the time of the posting to the extent that information is known as of the time of the posting, and any other information that the Transportation Supervisor deems pertinent. The Transportation Supervisor shall not be required to post the number of the assigned bus if it is not determined. In addition, a change in the number of the bus assigned to a route shall not be subject to the grievance procedure. The Transportation Supervisor shall provide any bargaining unit member with a copy of any route timing promptly upon request from the bargaining unit member.

Drivers will have the first opportunity to bid on a route based on their seniority. Bidding for drivers shall commence on the third work day after the routes are posted and shall continue for 3 additional workdays. Each driver shall bid as promptly as possible when his/her turn comes up. The six most senior drivers must place their bids on the first possible workday. Drivers will bid on routes by signing the appropriate bid sheet, after which the Transportation Supervisor will sign next to the employee's name. Once the Transportation Supervisor has signed the bid sheet for a route, the route assignment shall be considered final, unless 9-month routes remain open as described below. If a driver will not be available to bid promptly during the bid period, he or she must notify the Transportation Supervisor by telephone or through a signed, written letter of the route that is his/her first choice, second choice, and so on, up to the number that represents his/her seniority ranking (in other words, the most senior driver will only have a first choice, while the person six down on the seniority list will have to identify six routes in order of preference), so the Transportation Supervisor can place the employee's bid. At the conclusion of the bidding process for drivers, if any of the remaining routes are 9-month routes that cannot be contracted out to a van service, then the least senior driver(s) will be involuntarily reassigned to 9-month routes and the routes on which

they bid will be contracted out. The bus assistants will be given the same opportunity to bid on routes not designated for contracting out for two (2) work days following the procedure outline above. Even before the 2-day period for assistants' bidding begins, the bus assistants may begin to place their bids on any routes where the driver assignment has become final. Bus Drivers and Transportation Assistants will assume the routes on which they bid or to which they were involuntarily assigned on the Monday following the date on which all bidding has been completed.

- C. If a driver or assistant does not exercise his or her annual right to bid, the driver will be assigned a route after all drivers have exercised their right to bid and the assistant will be assigned a route after all assistants have exercised their right to bid. In addition, the Transportation Supervisor shall have discretion to reassign either a driver or assistant, if he determines that a dispute or conflict between a driver and assistant on the same route makes it necessary to separate them. In that case, the Transportation Supervisor shall move the driver or assistant that has to be reassigned into any opening in his/her classification. If there is no opening, the Transportation Supervisor shall consult the Union Business Agent and try to reach mutual agreement about which employee to switch the driver or assistant that has to be reassigned. If the parties cannot reach mutual agreement, then the Transportation Supervisor shall involuntarily reassign the least senior driver or assistant. Once an assistant has been reassigned as a result of his/her dispute or conflict with a driver, he/she may not bid on a route awarded to that driver, unless the Transportation Supervisor determines that the dispute or conflict has resolved and is no longer a concern.
- D. If there is a UI or MUI involving a driver and/or assistant and a passenger, and the Transportation Supervisor determines that it is necessary to separate them, then the Transportation Supervisor shall follow the procedure set forth in C above for reassignment. Once a driver or assistant has been reassigned as a result of his/her dispute or conflict with a passenger, he/she may not bid on a route to which that passenger has been assigned, unless the Transportation Supervisor determines that the dispute or conflict has resolved and is no longer a concern.
- E. If a bargaining unit employee is available when any route is being timed and wishes to ride along, then one bargaining unit employee may do so. The Transportation Supervisor retains sole authority with regard to route timing and design.
- F. A bargaining unit member must provide two weeks' notice if resigning his/her employment. If a position is vacated during a school year, the available position/route will be posted and the available position/route and the successful bidder's position/route will be bid by seniority on a single bid day within 48 hours of the date that employees are notified that a unit member is leaving. If an employee within the classification bids on the available position/route, then it will be filled within thirty (30) days after the vacancy arose.

If no employee within the classification bids on an available 9-month position/route, then the least senior unit member in that classification will be reassigned to the vacant position/route.

If no employee within the classification bids on an available 12-month driver position/route or if a vacancy arises in a 12-month driver position/route due to involuntary reassignment of a unit member to a 9-month position/route, then the the Employer may contract out for a van and driver to cover the position/route. In that case, the Transportation Assistant assigned to the driver's route may bump the least senior Transportation Assistant. The Transportation Assistant assigned to the driver's route (if bumping rights are not exercised) or the Assistant who is bumped will be laid off, effective 30 calendar days from the date that two-week notice is given by the driver who is leaving.

If no employee within the classification bids on an available 12-month Transportation Assistant position/route or if a vacancy arises in a 12-month Transportation Assistant position/route due to involuntary reassignment of a unit member to a 9-month position/route, then the Employer shall offer the position/route to any Assistant(s) on the recall list in accordance with Article 24. If no Assistant accepts recall, then the Employer shall attempt to cover the position/route with a substitute. If no substitute is available, then the route shall be driven without an Assistant.

- G. The Employer may only convert a 12-month route to a 9-month route or a 9-month route to a 12-month route for reasons of economy and/or efficiency. Any such conversion shall be made based on factors relating to economy and/or efficiency, such as the geographic location of consumers to be transported and changes in the numbers of consumers being transported. If the Employer determines that such a conversion is necessary, the Employer will notify the Union Business Agent and Union Steward at least thirty (30) calendar days prior to the change and will meet with the Union representative(s) upon request to discuss the Employer's reason for the change.
- H. If the Employer converts a 12-month route to a 9-month route after the annual bid is completed in a given year:
 - 1. The Employer will seek a volunteer driver and a volunteer aide to be assigned to the new 9-month route at the end of the school year (in other words, will be off work for the summer). In case of a volunteer, their prior route assignment(s) will be given at the end of the school year to the driver and aide of the converted route. Employees exercising the option to be off for the summer in this circumstance shall not be considered laid off.
 - 2. If there is no volunteer in one or both classifications, then the driver and/or aide with the least classification seniority assigned to a 12-month route will be assigned to the new 9-month route at the end of the school year (in other words, will be off

work for the summer) and their prior route assignment(s) will be given at the end of the school year to the driver and aide of the converted route.

3. Any employee who is assigned to a 9-month route shall be given the option of agreeing to work 5 days a week through the summer months filling in for absent unit members and, on any day such work is not available, performing other duties as assigned at the bus garage. An employee who agrees to work 5 days a week in this manner shall be paid his/her regular hourly rate for the work and shall be treated as a 12-month employee for purposes of vacation leave. If an employee chooses instead to retain flexibility to turn down substitute work offered during the summer months, then he/she will be paid at his/her regular hourly rate ~~the substitute~~ rate for such work and shall be treated as a 9-month employee for purposes of vacation leave. In either case, the employee shall retain eligibility for insurance benefits.

- I. If the Employer converts a 9-month route to a 12-month route after the annual bid is completed in a given year, the driver and aide of the converted route will each be given the option to be off for the summer, as long as the Board is able to find substitutes to perform the work during the summer. Employees exercising an option to be off for the summer in this circumstance shall not be considered laid off and shall retain eligibility for insurance benefits.

ARTICLE 17

Hours of Work and Overtime

- A. The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a workweek and/or more than eight (8) hours in a day, as it determines the needs of the Agency may require. Employees shall be paid at a rate equal to one and one-half (1.5) times their regular straight-time hourly rate of pay for all hours worked in excess of forty (40) hours in any one workweek. For purposes of calculation, the workweek begins at 12:01 a.m. on Sunday and ends at midnight the following Saturday. Hours of work in excess of an employee's regularly-scheduled hours, whether or not in excess of forty (40) hours in a workweek, must be authorized in advance by the Employer.
- B. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, holidays, vacation, personal leave, sick leave and compensatory time taken shall not be treated as hours worked.

ARTICLE 18

Pay Periods

- A. Employees are paid on a bi-weekly basis. Payroll is calculated in minimum units of .25 hours (15 minutes). Any partial unit is rounded up to the next whole unit of 15 minutes. Employees will be paid every other Friday for a two (2) week period. Employees will be provided with as much advance notice as possible when the date and/or the location where they are to pick up their check must be changed due to scheduled holidays, calendar breaks, calamity days, or for any other reason.
- B. Employees are to pick up their paychecks at the location where they normally report to work.
- C. Paychecks not picked up by 3:30 p.m. will be mailed to the employee's home address unless the supervisor is notified otherwise.
- D. Employees may have another individual pick up their paychecks if they provide their supervisor with a written or verbal statement authorizing the individual to pick up the check. The individual picking up the check will be required to sign a statement indicating that he/she picked up the paycheck. Identification of the individual may be requested by the supervisor/designee disbursing the check.
- E. Pay advances of any kind are not permitted.

ARTICLE 19

Safety and Health

If the Employer learns that a consumer rode the bus while suffering from a contagious or infectious disease, and an Agency nurse advises the Employer either that: 1) the bus driver and/or bus assistant could contract the disease as a result of the exposure; 2) the bus driver and/or bus assistant need to be isolated for a period of time pursuant to isolation requirements in health regulations; and/or 3) the bus needs to be specially cleaned or disinfected to prevent the spread of disease, then the employee will be informed. The identity of the particular consumer suffering from a contagious or infectious disease shall be kept confidential as required by law.

ARTICLE 20

Training and Workshops

- A. If the Employer requires employee attendance at inservices, workshops, training or conferences, which the employee is not otherwise legally required to attend, then the employee will be paid his/her regular hourly rate for all time spent

attending such activities. In addition, all bargaining unit employees will be paid their regular hourly rate for all time spent attending as required by the Employer, the in-house CPR and first aid classes. If such activities are held outside of Tuscarawas County, the employee will also be reimbursed for travel time at his/her regular hourly rate and for mileage at the IRS rate for mileage reimbursement. In addition, a bus driver who is approved by the Transportation Supervisor to attend the advance driver course will be given release time at his/her regular hourly rate to attend and the Board will pay the registration fee for the course.

- B. The Employer will give employees at least 48 hours' notice, when it is possible to do so, of any inservices, workshops, training or conferences that the employee will be required to attend. In addition, when the Transportation Supervisor needs to meet with employees as a group, s/he will give employees at least 24 hours' notice of such meeting, unless the subject of the meeting is urgent.
- C. Requests for vacation or personal leave will not be approved on days that inservices, workshops, training, or conferences are scheduled. Employees who legitimately use sick leave on these days will be required to attend a make-up session.
- D. If an employee requests paid vacation or personal leave to attend a course required for re-certification of his/her 6-year Commercial Driver's License and such leave is approved, then such leave may not be rescinded by the Employer, except by mutual agreement with the employee.
- E. A unit member who must re-certify his/her 6 year Commercial Driver's License between September 1, 2015 and August 31, 2016, but is laid off as of August 31, 2016, due to abolishment of the Board's adult and/or school transportation program, shall be entitled to reimbursement of the cost of his/her recertification as part of his/her final pay upon separation from employment.

ARTICLE 21

Bus Cleaning

- A. At least once a month, bus drivers must thoroughly clean and wash the inside of their bus and thoroughly wash the outside of their bus and, at least once two weeks later, must power wash the outside of their bus, unless weather prohibits. This thorough cleaning is not intended to substitute for the more frequent routine cleanup of the inside of the bus that is expected of every driver.
- B. A thorough washing/cleaning of the inside of each bus must be completed each month. In the month of the annual inspection, it must be completed in the week prior to the inspection. In all cases it must be verified by the Transportation Supervisor or designee within twenty-four (24) hours of being notified by the

driver that the washing/cleaning is completed. Each washing/cleaning must be completed at least two weeks after the preceding month's washing/cleaning. Each driver must document at the transportation office the interim cleaning of the outside of the bus, which is likewise subject to verification by the Transportation Supervisor. If a driver is unable to complete the washing/cleaning in the specified time period, then s/he must notify the Transportation Supervisor and arrange an alternate date for inspection by the Transportation Supervisor within the month. If the Transportation Supervisor knows ahead of time that s/he will be absent on one of the first seven work days in a given month, then s/he will notify employees prior to the first day of that month of the alternate dates s/he will inspect the buses in that month.

- C. The Transportation Supervisor must verify all washing/cleaning activities on the designated form. Subject to verification by the Transportation Supervisor, bus drivers will be paid \$30.00 for each thorough washing and cleaning (combined inside and outside) and \$5.00 for each power washing, not to exceed a total of \$35.00 per month. Bus drivers assigned to nine-month routes will not be required to perform the thorough washing/cleaning during the months of July or August, and will not be paid for cleaning during those months. Bus drivers will receive payment for all thorough cleaning in the pay period in which said cleaning occurs, provided said cleaning is verified by the Transportation Supervisor. The Employer shall provide access to power washer, water, hose, detergent and a place for performing the bus cleaning.
- D. Each bus driver shall be paid for a total of thirty (30) minutes at his/her respective regular hourly rate for each time the driver re-fuels his/her bus, provided that drivers are not to re-fuel unless the fuel gauge reads $\frac{1}{2}$ tank or less. If a driver goes to the fuel depot to refuel and is unable to do so for reasons beyond his/her control (e.g., power outage), then reports the problem promptly to the Transportation Supervisor and the Transportation Supervisor confirms the problem, the driver shall be paid for a total 30 minutes at his/her respective hourly rate for the time spent attempting to refuel.
- E.
 - 1. At the beginning of each school year, drivers may put their name on a list to be offered the opportunity to clean other drivers' buses. Employees may request in writing to have their name added to or removed from the list at any time. The initial list for the 2012-2013 school year will be in order of seniority. At the start of the school year and in subsequent school years, names will be added to the bottom of the list, not in order of seniority.
 - 2. If a driver does not want to clean his/her bus in a given month, he/she must notify the Transportation Supervisor in writing prior to the beginning of the month. The Transportation Supervisor will then offer the work to the employee next in the rotation on the bus cleaning list.

3. To equalize opportunities among those willing to perform extra bus cleaning work, each employee who takes or declines to take a bus cleaning assignment shall be deemed to have taken the assignment for the purpose of offering opportunities on a rotating basis and shall be moved to the bottom of the list. If no one accepts a given assignment, then it will remain the responsibility of the original driver to clean his/her own bus in accordance with this Article.

4. Regardless of which driver cleans a particular bus, the cleaning must be timely completed and verified by the Transportation Supervisor in accordance with this Article. The driver that does the cleaning will be the one to receive the payment provided in this Article.

ARTICLE 22

Report and Discipline Relating to Driving Record

A. Reporting of Traffic Violation or Loss of Driving Privileges

Any bus driver who is convicted of, or pleads guilty to, any moving traffic violation or who has had his/her driving privileges suspended or revoked, or who is the driver at fault in an accident, must give written notice of such conviction, guilty plea, suspension or revocation to the Superintendent or designee on the next working day and shall not drive a vehicle for work until giving this notice and receiving approval of the Superintendent or designee to drive. Failure to comply with this notice requirement will result in discipline under the provisions of this Agreement, up to and including termination. Conviction includes paying a traffic ticket, with or without a court appearance.

B. Discipline

Bus drivers may be subject to discipline if they are convicted of or plead guilty to any traffic violation.

C. Uninsurability

If a bus driver becomes uninsurable under the Board's fleet insurance, the driver may be subject to immediate unpaid suspension and/or termination pursuant to the provisions of this Agreement.

D. None of the above rules shall be construed as preventing the Employer from administering appropriate discipline under the terms of this Agreement for driving offenses other than those specifically mentioned herein.

F. If the Employer determines that an employee is unable to perform his/her job duties as a result of a driving offense, the employee may be moved, at the

Employer's option, to a non-safety sensitive position, if available, but the Employer shall have no obligation to do so.

- G. If an employee is terminated because he/she becomes uninsurable and/or because he/she has driving privileges suspended or revoked as a result of an alleged offense of which he/she is subsequently acquitted, and if the Board re-hires the employee in the same classification following acquittal of the charge, then the employee shall return to employment at the same rate of pay and with the same seniority he/she had on the effective date of his/her termination. This provision shall not govern reinstatement pursuant to a grievance resolution.

ARTICLE 23

Evaluations

The Employer has the right to evaluate employees on a periodic basis as it deems necessary.

ARTICLE 24

Reduction in Force

Whenever it becomes necessary, as determined by the Employer, to reduce the number of bargaining unit employees, the Employer shall proceed as follows:

- A. The Employer shall determine the number of employees to be laid off in each affected classification. Job classifications include: Bus Drivers and Transportation Assistants.
- B. When a layoff of employees is anticipated, the Employer shall notify the Union at least thirty (30) days prior to the intended layoff, except in emergency circumstances. Employees who are on layoff shall be laid off in an increment of at least one week. At the request of the Union, the Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.
- C. If employees are to be laid off, the Employer will begin by laying off those employees in the affected classification who express in writing a willingness to volunteer to be laid off. In such case the Employer agrees that it will not challenge such volunteer employee's application for unemployment benefits provided such application for benefits is based on lack of work. In the absence of a sufficient number of volunteers in the affected classification, the Employer will lay off employees in reverse order of seniority in the affected classification. An employee given notice of layoff in a particular classification may bump an

employee with the least amount of seniority in another bargaining unit classification, provided the employee to be bumped has less seniority than the employee to be laid off and provided the employee to be laid off is qualified to perform the duties of the employee to be bumped.

- D. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If a position opens up in a classification in which an employee(s) on the recall list was employed at the time he/she was laid off, such employee(s) will be recalled in reverse order of layoff. If an employee is offered re-employment and refuses it, that employee will be removed from the recall list.
- E. While a driver or assistant is on layoff, no substitute driver or assistant, as applicable, will be employed by the Board to perform duties performed by bargaining unit employees.
- F. Each recalled employee will be allowed seven (7) days from the postmark date on the mailing to return to work. It shall be the responsibility of each laid off employee to maintain a current address with the Employer at all times. If the employee notifies the Employer within the seven-day period of his/her intent to return to work, then the employee will be allowed a reasonable extension of time of up to two weeks to return to work due to extenuating circumstances such as illness, temporarily out of state, or need to give present employer proper reasonable notice.

ARTICLE 25

PERS Pick-Up

- A. The Board shall contribute to the Public Employees' Retirement System (PERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the salary otherwise payable to such employees.
- B. The total salary for each employee per pay period shall be payable by the Board in two (2) parts: (1) deferred salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage paid as an employee contribution by said employee and shall be paid by the Board to PERS on behalf of said employee as a "pick-up" of the PERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employees' total salaries (including "pick-up" amounts) and its employer contributions to PERS shall not be greater

than the amount it would have paid for those items had this provision not been in effect.

- D. The Employer shall compute and remit its employer contributions to PERS based upon the total salary, including the "pick-up." The Employer shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total salary less the amount of the "pick-up." The Employer shall report for municipal income tax purposes as an employee's gross income said employee's total salary, including the amount of the "pick-up." The Employer shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pick-up" shall be included in the employee's total salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The "pick-up" shall be a uniform percent for all employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax-deferred, this section shall be null and void and the PERS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 26

Holidays

- A. Employees who receive twelve (12) month routes will be paid their daily rate for the following holidays:

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

- B. Employees who receive nine-month routes will be paid their daily rate for all of the holidays contained in Section A except for Independence Day.
- C. In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the workday immediately before and immediately after the holiday, unless the employee is on approved paid leave.
- D. In the event a holiday falls on a weekend day, employees will receive a paid day off on either the preceding Friday or following Monday.
- E. An employee who actually works, as required, with prior approval of the Superintendent, on one of the above holidays is entitled to receive compensation at one-and-one-half (1-1/2) times his/her regular hourly rate for hours worked on the holiday, in addition to their holiday pay.
- F. If the state or federal government recognizes a legal holiday other than one listed above and other Board employees are paid for such holiday, then bargaining unit members will also be paid for that holiday.
- G. When a paid holiday occurs during an employee's vacation, the employee shall receive holiday pay and will not be charged a vacation day for such holiday.

ARTICLE 27

Sick Leave

- A. Sick leave may be requested for the following reasons:
 - 1. Personal illness, injury, pregnancy, childbirth and/or related medical conditions, or exposure to contagious disease which could be communicated to others.
 - 2. Illness, injury or death of a family member of the employee's immediate family. In the case of a member of the immediate family not living in the same household, an employee may request sick leave only if the illness or injury is serious or the employee is needed to care for the family member. Use of paid sick leave in the event of a death in the immediate family shall be limited to five (5) days, except in the case of death of a parent, spouse, or child. This shall not preclude an employee from requesting paid personal leave or vacation leave in the event of a death in the immediate family.
 - 3. Medical, dental, or optical examinations or treatment of the employee or a member of his or her immediate family when such appointments cannot be scheduled outside normal working hours.

4. For purposes of this provision, "immediate family" shall be defined as it is in Board policy, whether the definition in Board policy remains the same, is expanded or is restricted, unless state or federal law requires a broader definition of the term.
- B. It is the responsibility of each employee to report any anticipated absence and the reason for the absence as soon as possible to the Transportation Office. If the employee is not able to leave a message at the Transportation Office, then the employee must contact the Transportation Supervisor or designee directly. Employees must report any anticipated absence no later than 9:00 p.m. the night before their absence or, if the employee wakes up sick, no later than one hour before the start of their route on the day of their absence. An employee is required to complete the designated leave request form. If any employee has prior knowledge of a medical appointment, he/she must submit an application for use of sick leave as far in advance as possible.
- C. The Employer maintains the right to investigate any employee's absence or pattern of absences, to require a physician's written certification of the nature of any illness or injury and/or to require a fitness-for-duty examination by a physician appointed by the Board at Board expense.
- D. An employee shall earn .0575 hours of paid sick leave for each hour worked, calamity day and hour on holiday leave. The amount of sick leave time any one employee may accrue is unlimited.
- E. Sick leave shall be charged in minimum amounts of one-half (1/2) a day. To utilize sick leave, the employee must be scheduled to work that day.
- F. Employees shall be entitled to such bereavement leave as may be available pursuant to Board policy and on the terms set forth in Board policy, as Board policy may be amended from time to time during this Agreement. Such bereavement leave shall not be counted against an employee's sick leave balance.

ARTICLE 28

Sick Leave Conversion Upon Retirement

- A. Any member of the bargaining unit who has ten (10) or more years of service with the Board, who actually retires and is eligible for retirement benefits under PERS rules upon the date of separation from his/her employment, may use his/her unused, accumulated sick leave for severance pay as follows:
 1. The employee may elect to be paid the value of one-fourth (1/4) of his/her unused, accumulated sick leave, not to exceed thirty (30) days.
 2. Severance pay shall be made based on the unit member's rate of pay at the time of actual retirement.

3. Such payment shall be made only once to any unit member and shall extinguish all accumulated sick leave to the credit of such unit member.

ARTICLE 29

Personal Leave

- A. Each employee assigned to a 12-month route shall be entitled to four (4) days of paid personal leave each year (September 1 through August 31), which shall be pro-rated for employees hired after September 1. One day will be added to the employee's balance on September 1, December 1, March 1 and June 1. Each employee assigned to a 9-month route shall be entitled to three (3) days of paid personal leave each year (September 1 through August 31), which shall be pro-rated for employees hired after September 1. One day will be added to the employee's balance on September 1, December 1 and March 1. It is the intent of personal leave to give employees extra days they may need for emergencies or personal obligations not covered by other leave. It is not the intent that personal leave be an extra vacation period.
- B. Personal leave shall be requested on the approved form and requires prior written approval of the Transportation Supervisor. Personal leave must be requested at least three (3) work days in advance, unless it is an emergency situation. Personal leave must be cancelled at least three (3) workdays in advance.
- C. In an emergency situation, the employee must submit the leave request form no later than the next working day to be paid for the personal leave.
- D. The number of employees in each classification who can be on personal leave on any one day shall be determined by the Employer based on operational needs.
- E. Paid personal leave may only be used during the contract year in which it is granted. One quarter of any personal leave that remains unused at the end of a contract year will be converted to sick leave and added to the employee's sick leave balance.
- F. Personal leave must be taken in minimum units of one-half (1/2) a day. To use personal leave, an employee must be scheduled to work that day. Requests for personal leave will not be approved on days that in-services, workshops, training, or conferences are scheduled.

ARTICLE 30

Military Leave

A. Applicability

All employees who are members of the Ohio National Guard or of the Reserve Forces of the naval, air, or ground units, shall be entitled to a Leave of Absence from their respective duties in accordance with the applicable provisions of the Ohio Revised Code and other applicable provisions of State and Federal law in effect at the time of the Military Leave.

B. Compensation

Payment to an employee on a Military Leave of Absence shall be in accordance with applicable law in effect at the time of the Military Leave.

C. Verification and Notification

All employees requesting Military Leave must present a military order directing the Employee to military duty.

D. Restoration of Employment

The restoration of employment of employees from military service to the Employer's office shall be in accordance with applicable law.

E. Seniority

Seniority shall continue to accrue during a Military Leave of Absence.

ARTICLE 31

Vacation Leave

A. Employees assigned to a twelve-month route in a given year shall accrue paid vacation leave according to the following schedule:

After one (1) year of service - .0388 hours for every hour worked

After six (6) years of service - .0575 hours for every hour worked

After twelve (12) years of service - .0775 hours for every hour worked

After twenty-two (22) years of service- .09625 hours for every hour worked

B. Employees are not eligible to accrue or use paid vacation leave while assigned to a nine-month route. However, if an employee switches to a twelve-month route, the employee will be given vacation service credit for time worked on a nine-

month route. One year of vacation service credit shall be granted to employees who maintain active pay status for twenty-six (26) bi-weekly pay periods.

- C. Employees hired after the effective date of this Agreement who have prior service with the county or any other political subdivision of the State of Ohio, or who were employed by the Board previously and are re-employed, shall be credited with prior vacation service credit up to a maximum of five (5) years. It is the employee's responsibility to provide the Fiscal Officer with proof of such prior vacation service credit. Employees hired prior to the effective date of this Agreement shall retain existing vacation service credit.
- D. No employee will be entitled to use vacation leave during his/her first year of employment.
- E. Employees are encouraged to utilize vacation leave in the year it is earned. Upon approval of the Superintendent, Employees may carry over one year's worth of unused vacation leave into a subsequent year. In special cases, the Superintendent may approve the carryover of the equivalent of the vacation credit the employee earns for up to three (3) years. Vacation leave not approved to be carried over beyond one year, will be lost to the employee, unless the employee is assigned to a nine-month route in the year after the vacation leave is earned. In that case, the employee shall retain his/her balance of accrued, unused vacation leave to be used the next year that the employee is assigned to a twelve-month route, and not to be carried over beyond that time.
- F. Vacation requests must be submitted to the Transportation Supervisor in writing on the designated form at least five (5) working days before the first day of the proposed vacation. In an emergency situation, when an employee has used all other applicable paid leave, an employee may submit a request with less than five (5) days' notice to take vacation leave for a maximum of one day. Vacation may only be taken if approved by the Employer and if a qualified substitute is available. Vacation may only be cancelled by mutual agreement of the parties, at least ten (10) working days before the first day of the proposed vacation.
- G. The Employer reserves the right to limit the number of employees who may take vacation at any particular time. Requests for vacation will not be approved on days that in-services, workshops, training, or conferences are scheduled.
- H. For purposes of this Article, hours worked means hours the employee is regularly scheduled to work and actually works, hours on approved paid leave, holidays, and calamity days.
- I. Days designated by the Board as paid days off (holidays, calamity days, etc.) shall not be charged to vacation leave.
- J. Vacation leave must be used in minimum increments of one (1) day, except for the following: Each employee may request use of vacation leave in ½ day

increments up to a maximum of two times per contract year. Approval is not guaranteed and is subject to the conditions set forth elsewhere in this Article.

- K. Employees who resign or retire are entitled to compensation, at their current rate of pay, for up to three (3) years of earned but unused vacation leave at the time of separation from employment. The payment of any accrued vacation leave beyond one year requires proof of approval to carry over vacation leave.

ARTICLE 32

Program Cancellation

- A. For purposes of this Article, "program" shall mean any one of the following: Starlight School, Adult Services, Transportation, Services and Supports, Reporting Systems, Business Operations, and Administration.
- B. The Superintendent or designee, in his/her sole discretion, may cancel or call for the early dismissal of one or more of the Board's programs when circumstances warrant such cancellation or early dismissal (e.g., epidemic, hazardous weather conditions, damage to a program building, or other temporary circumstances due to utility failure rendering a building or buildings unfit for its intended use, or inability to utilize the fleet of buses).
- C. Cancellation or early dismissal of programs will be governed by the following provisions:
 - 1. The Employer has the right to waive unit member attendance in excess of the minimum hours of instruction mandated by the State.
 - 2. Cancellation of hours of instruction needed to meet the minimum hours of instruction mandated by the State will be made up as required and on such days as set by the Employer, without additional compensation for the make-up day.
 - 3. An employee who is absent, tardy, or leaves work early on a day when weather conditions interfere with travel, but no program cancellation has been declared, will not be paid for the missed time. The employee may, with approval, account for the time by charging it to vacation, personal leave or leave without pay. Inclement weather is not a valid reason to utilize sick leave. Progressive discipline may result.
 - 4. The Superintendent or designee has the authority in any declared program cancellation to require all unit employees to report to work (except when programs are cancelled before morning routes begin due to hazardous weather conditions), to remain at work beyond normal working hours, and/or to adjust their normal working hours and/or work site if necessary to meet the operational needs of the Board's programs. Even if programs

are cancelled before morning routes begin due to hazardous weather conditions, the Superintendent or designee has the authority to require unit employees to report to work for an in-service training and/or job related duties.

5. Employees not specifically required to work when the transportation program is cancelled need not report to work during the period of cancellation and will be compensated for the time they were scheduled to work during the period of cancellation. Employees who are in a non-pay status before or after a day on which the transportation program has been cancelled will not be paid for the period of cancellation.
6. In instances of severe weather conditions, when the transportation program is cancelled, those unit members who are required to work and are unable to report for work or who report after their regularly scheduled starting time, unless approved by the superintendent, shall be permitted to use personal leave time, vacation time, or unpaid leave to account for the time missed from work.
7. The Employer will attempt to make a determination on the cancellation of a program as early as possible.
8. When it is determined that one or more of the Board's programs should be cancelled or dismissed early, the Superintendent or designee will notify the Transportation Supervisor or designee, who will then notify designated unit members. Employees are also responsible for listening to the designated radio stations and/or television stations for the "cancellation" status.
9. Employees not scheduled to work during a declared cancellation of the transportation program because of scheduled vacation, continuing sick leave, or other approved leave will not have the cancellation period deducted from their leave balances.

ARTICLE 33

Accident, Injury, Workers' Compensation

State law provides that every County employee is eligible for Workers' Compensation for injuries arising out of or in the course of his/her employment. Guidelines for administering Workers' Compensation are set forth as follows:

- A. Should an employee be injured during the course of employment, the employee shall notify the supervisor and shall complete an accident form regardless of the apparent seriousness of the injury and regardless of whether medical attention is required. Such report shall be forwarded to the Superintendent or designee no later than twenty-four (24) hours after the accident.

- B. Should an employee's injury require medical attention, the Superintendent or designee shall provide the injured employee with a "Doctor's Report of Injury" form, which shall be completed by the attending physician. This completed report should be forwarded to the Superintendent or designee at the earliest possible date.
- C. Worker's Compensation claims forms shall be completed by the employee and submitted to the Superintendent or designee for the purpose of initiating compensation claims for injured employees. If necessary, the injured employee shall meet with the Superintendent or designee at a mutually agreeable time to assist in completing the form. Upon receipt of a claim number from the Bureau of Worker's Compensation, the employee should notify the attending physician that all professional medical charges be directed to the Bureau for payment with the assigned number.
- D. Employees are responsible for providing the Superintendent with a physician's note indicating their expected date of return (if known).
- E. An injured employee may elect to use accrued sick leave, personal leave and vacation leave prior to receiving payments from Workers' Compensation. Employees are prohibited, however, from receiving payment for leave in addition to payment from Workers' Compensation for the same time period.

ARTICLE 34

Unpaid Leaves of Absence

- A. ~~The Superintendent may grant an employee an unpaid leave of absence for a period not to exceed one (1) year based on the employee's illness or disability. If, at least thirty days prior to the expiration of a one-year leave based on illness or disability, the employee presents written verification from a physician that the employee will be able to return to work on a specific date within 60 days after the expiration of the one year period, then the Superintendent may grant the employee an extension of the unpaid leave of absence of up to 60 days. The Superintendent may grant an employee an unpaid leave of absence for a period not to exceed six months for the purpose of caring for the employee's child or spouse residing in the same household or for other personal reasons. The authorization of leave of absence without pay is a matter of administrative discretion, except that an unpaid leave of absence may not be given unless the employee has exhausted all applicable accrued paid leave. The Superintendent may only grant an unpaid leave of absence based on the employee's illness or disability if the employee presents physician verification that s/he will be able to perform his/her essential job duties at the expiration of the leave period and a physician statement of the expected date of return, in accordance with the requirements of Section B below.~~

- B. All requests for unpaid leave, including any extensions of leave, shall be made on the required form, must include an expected date of return, must include a written statement from the employee explaining the need for unpaid leave, and must be submitted with supporting data. In the case of illness or disability, even if the leave is emergency leave, the supporting data shall include a physician's statement of the need for leave and the expected date of return, and physician verification that s/he will be able to perform his/her essential job duties at the expiration of the leave period. Requests for leave must be submitted at least ten (10) working days prior to the commencement of leave, except in emergency circumstances. Incomplete requests will be denied and any unapproved time off work will be considered an unauthorized absence, subject to discipline.
- C. An employee on a leave of absence of more than sixty (60) days shall give notice of intent to return to his/her former position at least thirty (30) days prior to the expiration of the leave. If an employee fails to return to duty at the end of a leave and has not been approved for additional leave, the position held by the employee may be declared vacant and posted and filled.
- D. Upon completion of a leave of absence, the employee shall be returned to the position the employee formerly occupied, if available, or to a similar position if the employee's former position no longer exists. Any replacement hired into the employee's former position while the employee is on leave may be subject to established layoff procedures.
- E. See insurance article for maintenance of insurance coverage during unpaid leave of absence.
- F. Notwithstanding anything to the contrary in the provisions of this Agreement, the Employer and employees shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993, as amended, to the extent that employees in the unit are eligible for Family and Medical Leave.

ARTICLE 35

Jury Duty

- A. If an employee of the Tuscarawas County Board of DD is called for court jury duty or is subpoenaed as a witness, he or she will be paid his/her regular salary or wage in full for regularly scheduled work hours missed as a result of court jury duty or court appearance as a witness. To receive payment, the employee must present documentation from the court showing the time that he or she was dismissed.
- B. All monies received as compensation for jury duty shall be turned over to the Tuscarawas County Board of DD unless jury duty was served outside of regular work hours.

- C. The employee will be expected to report for work following jury duty, if he/she is dismissed prior to the end of his/her scheduled working hours.
- D. Employees shall not be entitled to paid civil leave when appearing in court for criminal or civil cases or when the case is being heard in connection with the employee's personal matters. Such absences shall be considered leave without pay, vacation leave or a personal day, at the employee's option, and scheduled in advance with the employee's immediate supervisor and approved by the Superintendent.

ARTICLE 36

Distribution of Trips

When consumers are transported on a school bus, other than the regular route to and from the Agency, such trips will be assigned to drivers in accordance with an annual rotation list by seniority, beginning with the most senior driver. Such list will be developed at the beginning of each school year. Employees may request in writing on the designated form to have their name added to or removed from that list at any time. If a driver asks to be added to the list after the beginning of the school year, his/her name will be added to the bottom of the list, not in order of seniority.

To equalize opportunities among those willing to perform extra work, each employee who takes or declines to take an assignment shall be deemed to have taken the assignment for the purpose of offering opportunities on a rotating basis and shall be moved to the bottom of the list. Only after an attempt has been made to contact each of the bargaining unit drivers on the rotation list to offer them an opportunity on each given assignment, and they have either refused that opportunity or could not be reached, will substitute drivers be offered the opportunity.

If a driver is assigned to drive a trip that conflicts with the driver's regular route and a substitute cannot be found to drive the regular route, then the driver will be required to forego the trip and drive his/her regular route, but will be offered the next trip assignment.

Once a trip assignment has been accepted it may not be cancelled by the driver without providing notice directly to the Transportation Manager at least 24 hours prior to the trip unless the Transportation Manager, in his/her sole discretion, determines that emergency circumstances exist that warrant a late cancellation. Failure to provide such notice (unless the Transportation Manager determines that emergency circumstances exist) will result in the driver being passed over on his/her next turn in the trip assignment rotation in addition to any disciplinary action that may be deemed warranted by the Transportation Manager.

If the Board cancels a trip less than 24 hours prior to scheduled departure, the driver assigned to the trip will be paid as follows:

1. 1/2 hour show-up time if the trip was scheduled to be less than 3 hours, including pre-trip;
2. 1 hour show-up time if the trip was scheduled to be 3 or more hours, including pre-trip.

ARTICLE 37

Physical Examinations

- A. Physical, mental or other examinations required by law or the Employer shall be promptly complied with by all employees. The Employer shall pay the cost of any legally-required examination. Examinations required by the Employer are not to exceed one (1) per year, except where the Employer has objective evidence to require additional examinations.
- B. If the Employer requires a physical, mental or other examination, the Employer will appoint the physician to conduct the examination and will pay for it. If the employee wishes to have a second opinion, the Employer and employee shall mutually agree to a second physician to provide an examination. The employee will pay the cost of the second examination. If the first and second opinions conflict in any respect, then either party may request a third opinion and the first and second physicians shall mutually agree to a third physician to provide an examination. The Employer and employee shall share the cost of the third examination. The results of the third examination shall be binding upon both parties. If the third examination is requested by the Employer and results in the employee's favor, the employee shall be reimbursed for his/her portion of the costs of the third examination. The employee has the option to utilize the occupational medicine section of Union Hospital for their annual physical at the Board's expense.
 1. If the Employer requires a physical, mental or other examination, the Employee will be placed on administrative leave with pay until the Employer can schedule the examination and through the conclusion of the examination. If the employee does not attend the examination as scheduled by Employer, then the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the examination. The Employer and the employee will both ask the physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.
 2. If the employee desires a second opinion, the employee will be placed on administrative leave with pay for up to five (5) working days after the date of the issuance of the verbal opinion by the first physician. If the employee is unable to obtain a second opinion within the five-day period, then the

administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the second examination. Both the Employer and the employee will ask the second physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report.

3. If the Employer desires a third opinion, the employee will be placed on administrative leave with pay from the date of issuance of the verbal opinion by the second physician until the first date the third examination can be scheduled and through the conclusion of the examination. Both the Employer and the employee will ask the third physician to advise the parties verbally of the physician's determination at the conclusion of the examination, prior to issuing a written report. If the employee does not attend the examination as scheduled, the administrative leave shall terminate and the employee must request appropriate leave to cover the additional days of absence from work pending the outcome of the third examination.

ARTICLE 38

Drug and Alcohol Testing for CDL Holders

- A. The types of drug and alcohol testing (e.g., random, post-accident, reasonable suspicion) and the methodologies and procedures for drug and alcohol testing shall be in accordance with the requirements of federal law.
- B. The possession or use of any controlled substance, as defined by applicable law, is prohibited, unless such substance has been prescribed by a licensed physician and has been used according to prescription. Drivers are also prohibited from any use of alcohol while on duty, any use of alcohol during the four hours before driving a vehicle or performing a safety-sensitive function, having concentrations of alcohol in the driver's system that are prohibited under state or federal law regardless of when the alcohol was ingested, and use of alcohol during the 8-hour period immediately following any accident involving employment. If the Employer has actual knowledge that the driver has engaged in prohibited use of alcohol or a controlled substance or if a test result indicates such a violation, the driver will be subject to serious discipline, up to and including termination, as set forth below:

1. First Offense

The Employer has the option of either:

- a) implementing up to a ten (10) day suspension without pay, which shall be grievable only for purposes of challenging the determination that the employee engaged in a prohibited use of

alcohol or a controlled substance, and shall not be grievable for purposes of challenging the level of discipline imposed; or

- b) implementing termination or a suspension without pay of greater than ten (10) days, which would be subject to the grievance procedure.

2. Second Offense

- a) The Employer has the right to terminate the employee, and the termination or any lesser discipline imposed is not subject to the grievance procedure or any other contractual challenge, except that an employee may bring a grievance to challenge the determination that the employee engaged in a prohibited use of alcohol or a controlled substance.

- 3. Employees who have violated the drug and alcohol testing policy may be moved, at the Employer's option, to a non-safety sensitive position, if available, but the Employer shall have no obligation to do so. If the Employer chooses to put the employee in a non-safety sensitive position, the employee will be subject to random drug testing for the first twelve (12) months following his/her placement.

- 4. Employees who have entered or are awaiting entry into an approved treatment program may use sick leave, vacation time, personal days, and/or any approved unpaid leave during that period of time. Accrued paid leave must be used before unpaid leave may be taken.

- 5. An employee maybe terminated for any of the following: 1) refusal to submit to a screening or confirmatory test; 2) refusal to submit to the treatment and/or rehabilitation program recommended by the substance abuse professional approved by the Employer; and/or 3) failure to complete the treatment and/or rehabilitation program recommended by the substance abuse professional approved by the Employer. Such termination shall not be grievable, except that an employee may bring a grievance to challenge the determination that the employee refused to submit to a test, refused to submit to treatment, and/or refused to complete a treatment program.

- 6. If a driver's alcohol test shows a concentration of alcohol in the driver's system prohibited under state or federal law, then, in addition to being subject to discipline as set forth above, the driver will be removed immediately from performance of any safety-sensitive function for at least 24 hours and will be required to attend a consultation with a substance abuse professional. A Board administrator shall schedule the consultation and shall confirm that the employee attends the meeting. The driver will be subject to more frequent testing upon any return to duty.

7. An employee may notify the Employer, at a time that the employee has not been selected for testing, that the employee believes s/he may have a problem with drugs or alcohol. Upon receipt of such notice, the employee shall be removed immediately from the performance of any safety-sensitive function and shall submit to an evaluation by a substance abuse professional, who will determine what assistance, in any, the driver needs in resolving such a problem, and will refer the driver for any necessary treatment and/or rehabilitation. On the first occurrence, the driver shall then be afforded the opportunity to enter into a treatment and/or rehabilitation program as directed by the substance abuse professional and approved by the Employer. The cost of this program shall be borne by the individual employee or the medical insurance carrier. The employee may use sick leave, vacation time, personal days, and/or any approved unpaid leave while the employee is attending or awaiting entry into an approved treatment/rehabilitation program. Accrued paid leave must be used before unpaid leave may be taken. On the first occurrence, unpaid leave will be approved, if the employee has insufficient accrued unused paid leave, to enable the employee to attend an approved treatment/rehabilitation program. Upon return from leave, the employee shall be required to submit to the same follow-up testing that is required by law of an employee who returns to work after a drug or alcohol violation. Failure to submit to follow-up testing will result in discipline, up to and including discharge.

ARTICLE 39

Credit Union

The members of Local No. 92 have formed a Credit Union pursuant to Ohio and federal law. The Employer agrees to notify the County Auditor to deduct from the pay of such employee members of Local No. 92, the sum of money from the employee's pay as is authorized in writing by the employee and forward said sums, payable to the Treasurer or designated officer of said Credit Union to be credited to the account of said employee. The Employer agrees so to notify the County Auditor within five (5) business days after receipt of written authorization from the employee. This provision is contingent upon the ability to use electronic transfer.

ARTICLE 40

Wages

- A. Effective September 1, 2015, employees shall receive either a three percent (3%) or thirty-five cents per hour (\$.35/hr.) increase in their current hourly rate (each employee may choose which option he/she wants).

B. The initial rate of pay for new hires in each classification shall be as follows:

	<u>Bus Drivers</u>	<u>Bus Assistants</u>
Effective September 1, 2015	\$11.00 per hour	State Minimum Wage + \$.25/hr.

If a nine-month employee new hire works at least 120 days between date of hire and the following September 1, then he/she will receive the same percentage wage increase as other employees on the following September 1 and subsequent years of this Agreement. If a twelve-month employee new hire works at least 160 days between date of hire and the following September 1, then he/she will receive the same percentage wage increase as other employees on the following September 1 and subsequent years of this Agreement. At no time during the duration of this contract shall a newly hired bargaining unit employee be paid at a higher rate than an existing employee(s) in the same classification.

C. There shall be no salary schedule for employees in the bargaining unit.

D. All drivers shall be paid based on a route time of 4.5 hours per day, plus thirty (30) minutes per day for preparation and pre-trip inspections. All assistants shall be paid based on a route time of 4.5 hours per day. All routes will be timed at least annually by the Transportation Supervisor for administrative purposes, to determine compliance with the 90-minute rule in designing routes. The Employer will monitor actual route times throughout the year, comparing to the flat route time, and will reconfigure routes as necessary to ensure that no employee's regular route is consistently above the flat route time.

- For payroll purposes, the total time for the morning and afternoon runs for each route will be added together and divided by two, so that the paid time for the morning run is equal to the paid time for the afternoon run for each route.

The Transportation Supervisor shall have discretion to re-time a route at any time for administrative purposes if he/she determines that there has been a significant physical change in the route and/or a significant change in the number of passengers on a route.

E. For each day an employee works on a route, the employee shall be paid at his/her respective hourly rate for the total flat rate route time specified above. The Employer will track time worked on a daily basis. If the average for a two-week period exceeds 50 hours for a driver or 45 hours for an assistant, the employee will be paid for that additional time. If the average for a two-week period is less than 50 hours for a driver or 45 hours for an assistant, the employee will still be paid the flat route time, unless the employee was on an unpaid leave of absence or there were break days during the two-week period.

F. In the event an act of God (e.g., fallen tree, flood), impassable road, or breakdown, as verified at the time by the Transportation Supervisor, causes route time on an a.m. or p.m. run to exceed 2 ¼ hours:

1. if the excess is more than ½ hour, the employee will be paid for the excess time;
2. if the excess is ½ hour or less, the excess time will be included in the two-week average referenced above.

For purposes of this provision, an act of God and/or impassable road shall not include expected winter road conditions.

G. When there is more than one short route with similar times, instead of one much shorter route, and no substitute is available to drive for an absent driver, the Employer will rotate the regular driver assigned to drive two routes in that circumstance.

H. In December 2015 only, Christmas Eve shall be a paid day off.

ARTICLE 41

Health Insurance

- A. The Board shall offer the same medical insurance plan to all bargaining unit employees that the Board offers to non-bargaining-unit employees, as that may change during this Agreement following review of coverage by the insurance committee. The plan coverage (i.e., types of benefits covered) will be substantially equivalent to the current plan. This does not preclude the Board from making changes in plan design as needed to contain costs, including: changes in co-insurance; increases in prescription drug and/or other types of co-pays; increases in deductibles; and/or increases in out-of-pocket maximums.
- B. Through August 31, 2015, there shall be no increase in the dollar amounts that the Board and the employees are each contributing to the monthly premiums for medical insurance.

Effective September 1, 2015, the Board will pay eighty-five percent (85%) of the monthly premium for medical insurance for those employees who choose insurance coverage, up to the following maximum amounts per employee:

- up to a maximum of \$573.11 per month for single coverage
- up to a maximum of \$1,547.04 per month for family coverage

Effective September 1, 2015, employees will pay fifteen percent (15%) of the monthly premium for medical insurance, up to the following maximum amounts:

- up to a maximum of \$101.13 per month for single coverage
- up to a maximum of \$273.01 per month for family coverage

If, after the insurance committee meets, the medical insurance projected premium increases exceed the maximum dollar amounts set forth above, then the insurance committee must reconvene to investigate and to recommend to the Board other options, including possible changes in types of benefits covered and types of insurance options, to bring projected premium increases within the maximum dollar amounts set forth above.

- C. Employees will pay \$3.00 towards the cost of the monthly premium for single dental coverage-, the Board will continue to pay the full cost of single coverage for vision insurance for all employees in the unit, and employees will continue to pay the difference in cost between single and family coverage if they desire family coverage for dental and optical vision, unless the total monthly premium for single coverage for dental exceeds \$40 or for single coverage for vision exceeds \$10.00. If the total monthly premium for dental or vision exceeds the above amounts during this Agreement, then bargaining unit employees will pay \$5.00 towards the cost of single coverage for dental and \$1.00 towards the cost of single coverage for vision, and will continue to pay the difference in cost between single and family coverage if they desire family coverage. The Board may choose the carrier(s) for such insurance as long as the coverage is substantially equivalent to the current plans.
- D. The employer shall request that the county auditor's office maintain the Section 125 Plan (insurance premiums only – not a cafeteria plan) for payroll deduction of the employee's share of any insurance premiums.
- E. An employee who exceeds five days of unpaid leave of absence in a calendar year shall continue to be carried on payroll records for insurance purposes, but the employee shall be responsible for payment of 100% of his/her insurance premiums for the specified time of the leave in excess of five days, except as may be otherwise provided under Board policies for an employee who may be eligible for Family and Medical Leave. The employee taking unpaid leave shall choose either to pay the amount of the first month's insurance premiums (or pro-rated portion thereof) directly to the Board prior to the commencement of unpaid leave and directly to the Board prior to the beginning of the month for each subsequent month that the employee is on leave, or to authorize that the premiums be payroll-deducted from the employee's paycheck if sufficient to cover the amount of the premiums.

Employees shall reimburse the Board for the pro-rated monthly insurance premiums paid for days on which they have unexcused absences.

F. An insurance committee will be maintained to review the insurance coverage provided by the Board on an ongoing basis and to investigate other possible carriers and/or policies that may provide either a savings in insurance costs or containment of insurance costs. The committee shall make recommendations to the Board and the Board will make the final determination regarding any change in carrier and/or policy.

The committee shall make every effort to identify and recommend to the Board one or more insurance coverage options that will keep the total monthly premium for health insurance at or below the current premium rates, that will limit increases in co-pay amounts, and that will provide coverage substantially equivalent to or better than current coverage. If necessary to contain costs, the insurance committee shall consider insurance coverage options with lesser or different benefits than current coverage. The committee has no authority to recommend that the Board self-insure or self-administer a plan.

If the insurance committee is considering changing insurance plans, the committee will advise the Union (through its representative on the committee) of the medical insurance plan it is considering for which all bargaining unit employees will be eligible and the Union will be given an opportunity to provide information to the committee regarding alternate plans.

The committee will include one administrator and will be open to a representative of the Union, a representative of the OAPSE bargaining unit and a representative of the employees not in either bargaining unit, to the extent that they choose to attend meetings of the committee. Any employee selected by the Union to serve on the committee and to represent the Union's interests at committee meetings will be someone who expresses a willingness to serve as the Union's representative for at least a year before a change in representative is made. If it becomes necessary to change the Union's representative, however, the Board shall be notified and the Union shall select a new long-term representative rather than alternating substitute representatives from meeting to meeting.

ARTICLE 42

Contract Administration

A. Savings Clause

This Agreement supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee, except for Board policies the subject of which is not in conflict with any provision of this Agreement.

B. Waiver of Negotiations

During the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any employee may charge the Employer with violating in raising a grievance.

C. Amendments to Agreement

This Article shall not bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate. Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

D. Severability

In the event any of the provisions of this Agreement shall be declared illegal or repealed, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

E. Agreement Supersedes ORC

The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the ORC in all provisions addressed by this Agreement, even where the ORC is not specifically referenced, except that the parties intend to permit reductions in force for lack of funds, lack of work or abolishment of positions, as those terms are used and have been construed under R. C. 124.321.

F. Agreement Supersedes Civil Service

The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the Ohio Civil Service laws and rules in all provisions addressed by this Agreement, even where civil service laws and rules are not specifically referenced, except that the parties intend to permit reductions in force for lack of funds, lack of work or abolishment of positions, as those terms are used and have been construed under R. C. 124.321. It is understood that the State Personnel Board of Review and DAS shall have no authority or jurisdiction as it relates to articles of this Agreement. The parties hereby agree that, for purposes of this Agreement, none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of payroll, personnel actions, or any other type of documentation regarding bargaining unit

employees to the Ohio Department of Administrative Services shall apply to the bargaining unit employees.

G. Agreement Supersedes Board Policies

The parties intend for this agreement to supersede and take the place of all Board policies the subject of which is in conflict with any provision of this Agreement.

ARTICLE 43

Duration

This agreement shall become effective as of ratification by the Union membership and the Board of Developmental Disabilities, and shall continue in effect through August 31, 2016.

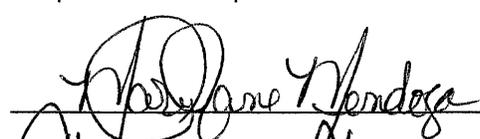
In witness whereof, the parties to this Agreement have set their hands this 9th day of September, 2015.

For the Tuscarawas County Board of Developmental Disabilities:

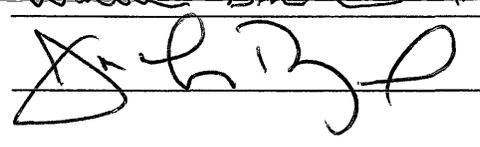


Stephanie Wilson

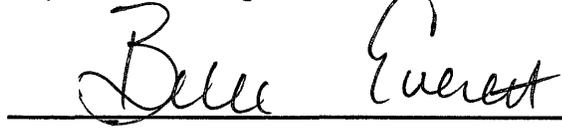
For the General Truck Drivers and Board of Helpers and Helpers Union Local No. 92:



Christine Stevenson

Warren B. A.


Approved by the Tuscarawas County Commissioners as to any funds necessary to implement the agreement that have not previously been approved:



September 21, 2015

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this 1st day of Sept, 2015 by and between the Tuscarawas County Board of Developmental Disabilities, hereinafter "Board", and the Teamsters Local Union No. 92, hereinafter "Union", in order to set forth additional terms and conditions to the current Collective Bargaining Agreement ("Agreement") for members of the bargaining unit in the event of a Reduction In Force, hereinafter "RIF".

WHEREAS, changes in state and federal law are forcing the Board to consider elimination of its adult transportation program, which would in turn cause a RIF of bargaining unit members, and

WHEREAS, a shortage of qualified bus drivers with CDL licensure is forcing the Board to consider contracting out of one or more bus routes to a private provider, which could in turn cause a RIF of transportation assistant(s) assigned to the route(s); and

WHEREAS, the Board and the Union have already agreed to provisions in the current Agreement which provide members of the bargaining unit certain rights when a reduction in force occurs; and

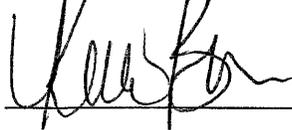
WHEREAS, the Board and the Union desire to set forth additional provisions applicable to employees in the bargaining unit who would be affected by a reduction in force (RIF) due to program abolishment and/or contracting out;

NOW, THEREFORE, the Board and the Union mutually agree that:

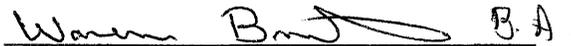
1. The Board shall provide notice to the Union of a decision to abolish the adult transportation program no less than sixty (60) days prior to the effective date of abolishment.
2. In the event of a RIF due to abolishment of the Board's adult transportation program and/or due to contracting out of one or more routes, a unit member who continues to be employed by the Board until he/she is laid off shall be compensated as follows:
 - a. a unit member who has completed at least one year of service up to 5.5 years of service with the Board at the time of layoff shall receive a total of one thousand dollars (\$1,000.00);
 - b. a unit member who has completed more than 5.5 years of service up to 10.5 years of service with the Board at the time of layoff shall receive a total of one thousand five hundred dollars (\$1,500.00);
 - c. a unit member who has completed more than 10.5 years of service up to 14.5 years of service with the Board at the time of layoff shall receive a total of two thousand dollars (\$2,000.00);
 - d. a unit member who has completed more than 14.5 years of service with the Board at the time of layoff shall receive a total of three thousand dollars (\$3,000.00);

3. In the event of a RIF due to abolishment of the Board's adult transportation program and/or due to contracting out of one or more routes, a unit member who continues to be employed until he/she is laid off shall be paid the value of one-fourth (1/4) of his/her unused, accumulated sick leave, not to exceed 30 days. The pay of unused, accumulated sick leave shall be made based upon the unit member's rate of pay at the time of separation.
4. Employees who are laid off for any reason during the term of the current Agreement (expiration August 31, 2016) shall be paid the value of their accrued, unused vacation at their rate of pay at the time of separation.
5. Notwithstanding anything to the contrary in Article 12, Article 16, or any other provision of the current Agreement (expiration August 31, 2016), in order to avoid a potential RIF of transportation assistants for the 2015-16 contract year only, the Board may transport adult consumers in a van on a route with less than five (5) consumers in total. Such a route shall be posted and bid for transportation assistants only, one of whom will serve as vehicle operator and one of whom will assist.
6. Except paragraph 5 above, nothing in this Memorandum of Understanding shall be construed by the Board and/or by the Union as an addition, modification or deletion to the language in any of the provisions of the current Collective Bargaining Agreement between the parties. However, in the event of a RIF due to abolishment of the Board's adult transportation program and/or due to contracting out of one or more routes, if any provisions in this Memorandum of Understanding conflict with certain provisions in the current Agreement then those conflicting provisions in this Memorandum shall prevail over the provisions of the Agreement.

FOR THE BOARD

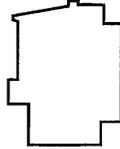


FOR THE UNION



Auditor's Office
Tuscarawas County

LARRY LINDBERG, Auditor
125 E. High Avenue
New Philadelphia, Ohio 44663



Telephone
(330) 365-3220
Fax: (330) 365-3397

County Auditor's Certification

It is Hereby Certified that the Tuscarawas County Board of Developmental Disabilities has sufficient funds to meet the agreement with the General Truck Drivers and Helper's Union (*Affiliated with the International Brotherhood of Teamsters*) Local # 92, and has in effect for the period September 1, 2015 through August 31, 2016, the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the Board at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel, programs, and services essential to the provision of an adequate educational program for the term of the contract.

A handwritten signature in black ink, appearing to read "Larry Lindberg", written in a cursive style.

LARRY LINDBERG
Tuscarawas County Auditor

September 4, 2015

