

STATE EMPLOYMENT
RELATIONS BOARD

2001 FEB -5 A 10: 23

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IN THE MATTER OF FACT-FINDING

BETWEEN

TUSCARAWAS COUNTY BOARD OF MENTAL RETARDATION
AND DEVELOPMENTAL DISABILITIES

AND

GENERAL TRUCK DRIVERS AND HELPERS UNION, LOCAL NO. 92

BEFORE: Robert G. Stein

SERB CASE NO. 00-MED-07-20778

PRINCIPAL ADVOCATES FOR THE UNION:

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and

PRINCIPAL ADVOCATE FOR THE EMPLOYER:

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INTRODUCTION

The bargaining unit is comprised of twenty-four (24) employees holding the classification of bus driver and transportation assistant with the Employer. This is the first agreement to be negotiated between the parties. On December 20, 2000 a fact-finding hearing was held, and the parties presented to the Fact-finder with 6 unresolved issues. Subsequent to the presentations by both parties, the parties agreed to and welcomed an effort by the Fact-finder to mediate the dispute. Mediation occurred on November 9 and 10, 2000. Both Advocates represented their respective parties well and actively pursued creative solutions to each issue in dispute; however, the parties could not reach agreement.

In order to expedite the issuance of this report, the Fact-finder shall, when possible, refer to existing documents that may be used to represent recommended language. In addition, for the sake of efficiency the Fact-finder will not restate the actual text of each party's proposals on each issue, but will instead refer to each party's position. In this report "EPS" represents the employer's position and "UPS" represents the Union's position. Prior to fact-finding the parties held seven (7) negotiation sessions and made remarkable progress considering this was the first contract.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

ISSUES 1 STEWARDS

Union's position

See UPS (Union's Position Statement)

Employer's position

See EPS (Employer's Position Statement)

Discussion

The parties have agreed on most of the language regarding this issue. The remaining difference centers on paying union stewards at their regular hourly rate for time spent in grievance meetings, disciplinary conferences, or any other time a steward must spend in an employee/management meeting. Because of the nature of the work of employees in the bargaining unit, this would amount to paying employees to stay after a bus run or come in early prior to a bus run.

The Employer argues that it is inappropriate to spend public funds for these activities, but concedes that some public sector entities in Ohio, that employ full-time employees (40 hours per week) grant union stewards paid release time to process grievances and handle other labor relations responsibilities. However, none of the employees in the bargaining unit work a 40-hour week. The Union points out that many employees have to work second jobs and any time spent after working hours would take away income from a second job.

None of the employees in the bargaining unit work forty (40) hours per week. The workweek appears to be somewhere between 25 to 30 hours per week. In addition, not all employees work for twelve months. The bargaining unit is comprised of permanent part time employees in a relatively small unit of some 24 employees. This Neutral is well aware that a small unit of employee can experience difficulties that are far out of proportion to their size. However, there was no apparent evidence to suggest that these twenty-four employees will experience an unusual amount of difficulty requiring stewards to be excessively busy. In fact, the impression given to this Neutral was just the opposite. The Union stewards present at the bargaining table were experienced, competent, and pragmatic employees who had appeared to have a firm grasp of the Agency and its workings. The supervisor of the transportation area likewise appeared to be a person who had a very thorough understanding of the work that bargaining members perform and the difficulties that are entailed. All of these factors suggest that stewards may need some time to process issues, but that many may be worked out informally.

It is not uncommon for employers in both the private and public sector to provide paid time for union officials to represent employees in the grievance process and the discipline process. And it is becoming a common practice for employers and unions to formally undertake more complex problems in the workplace in regular labor/management forums (e.g. healthcare, safety, productivity, etc). If competent stewards are treated reasonably in terms of compensation for being involved in resolving problems, both the union and the employer benefit. Both parties are better off in terms of the duty of fair representation to have a union official available in a timely manner when

an employer must discipline or suspend an employee. However, there is even a more important concern than fair representation.

Private and public employers are facing the increasing need to be more efficient and provide a higher quality service (which is measured by outside agencies). Their very existence depends upon it. Therefore, the need for a high level of labor/management cooperation is essential. Contemporary management thinking and the quality improvement revolution, which most private and most public employers have strongly embraced, emphasize employee involvement in decision making and problem solving. A labor relationship that is modeled on the principles of quality improvement, an example of which is state government in Ohio, works best when it is unencumbered by issues of pay. At the same time, this Neutral recognizes the fact that the labor relationship between the parties is still in its formative stages. It may be several years before the Union and the Employer fully understand one another's concerns, and it is unclear just how much time will be needed to do this. Therefore, a prudent approach should be taken that builds upon the needs of the parties, as those are uncovered over time. In order to have a starting point; it appears logical to allot a minimum of 1 hour per employee for the year. This is based upon a normal course of events that usually entails several employees not needing any representation and few requiring a disproportionate amount of time. Employee problems are not predictable in terms of time or frequency. Therefore, it makes more sense to have an annual cap on time, rather than a cap that covers a shorter period.

Recommendation

In addition to the language already contained in the 10-31-00 Employer counter (See Appendix A), the following language is recommended to follow section A as Section B and is to replace the Employer's and Union's proposed language for Sections B and C:

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 24 hours per 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 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.*

ISSUES 2

FAIR SHARE

Union's position

See UPS

Employer's position

See EPS

Discussion

A union is a business and like any business, it needs paying customers to survive. The employees of the bargaining unit freely chose the Union as their representative, and it is unlikely any one of them thought for a minute that the subsequent representation and service provided would be at no cost. How many businesses would survive if customers had the choice of paying or not paying for services rendered? In fact, every time a new contract is voted upon, the membership is required to reaffirm all the language of the Agreement, including the continuation of fair share. This is no different than a levy that is passed and has to be renewed every few years.

If the bargaining unit does not like the service it is paying for, it can elect new representatives or it can vote to decertify the Union. This is no different than elected officials being subject to the demands of the public and having to face reelection or even a recall election. If the employees desire, they can choose another bargaining agent to represent them. Similarly, customers can take their business elsewhere.

When everyone has to pay for a service, supporters and critics alike, that service must be responsive and accountable to the needs of all the members. When all bargaining unit members, who are likely to manifest divergent philosophical views, are financially contributing to its existence, it is far more likely they will take part in the administration of the Union. Under such a scenario, the Employer, when responding to the Union's concerns, would have more assurance that it more accurately reflects the majority view of the unit.

The Fact-finder is aware that this is the first contract for the bargaining unit. However, over 66% of the bargaining unit membership voted for the Union. This is a significant margin. A 52% vote garnered by a candidate for president of the United

States is considered a “landslide.” Such a president is said to have a “mandate to govern.” Whether one accepts this premise or not, it can be argued that 2 out of every 3 bargaining unit members voted for a Union and understood they would have to financially support it. Those who did not vote for the Union are not required to join it; they can choose the fair share fee option or can be exempted if they have objections based upon religious grounds.

Recommendation

See Appendix B for language.

ISSUE 3 BARGAINING UNIT WORK

Union’s positions

See UPS

Employer’s position

See EPS

Discussion

The history of the Agency, protection available under the collective bargaining law, and the lack of evidence that any significant change is in the offing over the next 3 years support, for the most part, the more modest language proposed by the Employer. The Union raised the issue of bargaining unit work as it may relate to a new mini-bus and the driving of vans. However, there was no evidence at the time of the hearing that the mini-bus has ever been put into service. Will it be used as a school bus? Is it intended to

replace school bus work? It is also unclear to this Factfinder how vans have been used in relationship to school buses and if this issue was addressed in the initial petition for Union representation.

The Union has the option of filing with SERB if they are convinced that mini-bus or van operation is bargaining unit work or is sufficiently different to justify a separate bargaining unit of employees. It is possible that workers hired to drive vans or mini-buses are subject to a "community of interest" argument by the Union before SERB.

However, the Union's desire to preserve the core work that has traditionally been performed by bus drivers and assistants is reasonable and an important basis upon which to protect its membership. It is clear that bargaining unit members have had a long tradition of driving and assisting on school bus routes.

Recommendation

See Appendix C for language for Section A. The following Section B shall be added following the language contained in Appendix A:

- B. Except for conditions present in Section A above, in cases of emergency, for purposes of instruction, 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 extra trips.

ISSUE 4 SICK LEAVE

Union's positions

See UPS

Employer's position

See EPS

Discussion

The mediation process produced a compromise on the part of both parties. I find the language contained in this compromise to be supported by the evidence. It represents a reasonable middle ground and was conditioned upon a tentative agreement reached on the issue of personal leave. The Employer produced convincing evidence of a serious problem with sick leave usage (See EPS, Appendix B). Something of this magnitude threatens the mission of the Agency and is a fair game for the Employer to pursue.

Recommendation

See Appendix D

ISSUE 5 VACATION

Employer Position

See EPS

Union' Position

See UPS

Discussion

Fore the most part, the Union is seeking the preservation of the status quo, except it wants to establish the one additional benefit. It is seeking to allow nine-month employees to accumulate vacation credit. I find the Employer's compromise position that allows employees to earn vacation service credit for time worked on a nine-month route to be reasonable. Also it allows employees the option to carry vacation over until such time as they again work 12 months. This is also reasonable. I find the Employer's

proposal that vacation requests be for a minimum of 1 day versus ½ day to be operationally sound given the unusual split shift nature of the work and the difficulty in finding coverage. It would be more difficult to recruit a substitute driver to work only 2.5 hours versus a complete shift of work.

Recommendation

See Appendix E

ISSUE 6 WAGES & INSURANCE

Employer's position

See EPS

Union's position

See UPS

Discussion

In order to evaluate and analyze the relative positions of each party it is necessary to identify areas of common ground and areas of difference.

Wages/Hours

The Union raises the issue of establishing a uniform wage rate system. Secondly the Union is asking for a minimum daily guarantee of 5.5 hours for drivers and 5 hours for assistants.

The average wage for a bus driver is \$10.71 per hour and the average wage for a transportation assistant is \$8.91 per hour. The Union points out that presently there are seven (7) different pay rates which apply to twelve (12) bus drivers and eight (8) different

pay rates that apply to twelve (12) different transportation aides (See Miller Affidavit, Exhibit 1, EPS).

The Union argues that prior attempts to establish what the minimum hours should be have not been properly conducted by the transportation supervisor due to the fact that they were not performed under real conditions. The union points out they were performed on a Saturday and an insufficient amount of time was allotted to each stop during this simulation. It argues that this is a very important issue to the bargaining unit.

The Employer is offering a 2% increase in each year of the Agreement in light of substantial increases that it has provided in the area of health insurance. In addition, it is making the third year increase contingent upon the passage of a replacement levy. The Employer underscores the fact that 70% of its revenues come from local levy money. It argues that the issues of insurance and wages must be considered together given their costs. The Employer points out that in 1999 and in 1998 bargaining unit employees received wage increases of 1.5% and 0% respectively.

The Employer agrees with the Union that there are no salary schedules and proposes that any salary increase be applied to each employee's current hourly rate. Even though the hourly rates differ, they represent years of service, and the Employer contends it wants to continue recognizing different rates of pay for increasing years of service. It rejects the notion of providing uniform wage rates, contending that such a system would undermine an incentive to remain employed with the Board. The Board also proposes an hourly rate of \$9.34 for new driver hires and \$6.85 for new assistant hires.

The Board proposes that each employee be paid their rate of pay for total hours and minutes worked, rounded up to the nearest quarter-hour (as timed by the

transportation supervisor). It argues this approach is commonly used by county boards and school districts and that up until 1997 it had been a long standing practice to pay employees for time actually worked, instead of having a guaranteed number of hours. It contends that in 1997, the superintendent had established guarantees of 5.5 hours for drivers and 5 hours for aides without the knowledge of the Board. The Board argues that it is not justified to pay employees as much as 1.25 hours per day for time not actually worked. The Board argues that its calculations of route times is accurate and has been checked and rechecked.

Insurance

The Union proposes that the Board contribute \$200 per month per employee for the first year of the agreement, \$205 per month for the second year of the agreement, and \$210 per month per employee for the third year of the agreement in order for the Union to be able to provide a hospitalization and major medical health insurance, vision, dental, prescription drug, and group term insurance plan for its bargaining unit members. The premium is guaranteed for three years. The Union argues that presently the County is paying \$375 per month only for employees hired prior to 1/94 and those employees who chose family coverage must contribute \$30 per month. This applies to about half of the bargaining unit hired prior to 1/94. In addition, the Union points out that in the areas of dental and vision coverage, all employees can be covered but they must pay the additional cost for family coverage for these programs. The Union is seeking full coverage for all bargaining unit members.

The Board proposes to contribute a fixed amount to the Union's health and welfare fund for insurance for the unit employees. The Board is willing to cover the cost

of single coverage while having employees pay the difference for family coverage up to a maximum of \$235 per month. It also proposes that employees in the bargaining unit be responsible for insurance premiums while on unpaid leave in excess of five days per calendar year. That employees would reimburse the Board for premiums paid for days on which they have unexcused absences. The Board contends that this proposal is more generous than current Board policy that requires employees to cover the cost of insurance premiums for any days of unpaid leave.

Analysis

There is a great deal of change being proposed by both parties regarding wages, hours and insurance. The Employer wants to eliminate a guarantee of hours, which it unilaterally put into place 3 years ago. Even though it argues that the Board was not aware of what the former superintendent was doing, the Employer must assume responsibility for establishing this expectation. Yet, the Board's position of only paying for hours worked is not unreasonable and represents proper stewardship of public monies. On the other hand, based upon the last 3 years, employees assumed that they could count on a minimum number of hours of work per day.

The job of a bus driver and an aide requires someone who is willing to work a split shift (am hours and p.m. hours). They must come and go to work twice each day and are currently guaranteed either 5.5 hours or 5 hours a day depending upon their classification. The commitment to make two round trips to work each day is not a requirement placed upon other employees and should be recognized in terms of compensation. Hours, fairness, responsibility, and prudence should be balanced. The Employer has the right to correct a situation it feels represents "feather bedding," causing

it to be accountable to the public. However, employees have made employment decisions and household financial commitments based upon the Employer's prior promise that it will provide them a minimum number of hours of work. A credible accounting of hours and recognition of the unusual split shift nature of the work should represent the basis for a phased in solution.

The Board's point in connecting insurance and wages has merit when one considers the cost of healthcare. The Union is proposing plans to cover all employees. It appears the Employer is not necessary opposed to increasing such coverage, providing that wage increases be adjusted accordingly. All other employees received a 3.5% increase in September of this year, without a substantial change in healthcare. It appears reasonable that if the Union's proposed health plan, which appears to be a substantial value for the money, is put into place there needs to be some offset in terms of wages.

The changes the Union is seeking in terms of salary structure, while supported by sound arguments, appear to be a case of wanting to do too many things in a first contract. The amount of money required to do what the Union is proposing in terms of salary structure, insurance, a continuation of guaranteed hours, and a wage increase must be tempered by financial realities and the fundamental need for the Board to pass a levy in year three of this Agreement.

Recommendation

- A. The current salary structure shall remain in place for the life of the Agreement.

B. The across the board salary increase shall be as follows:

1st year 2.5% (retroactive to September 1, 2000)

2nd year 3.5%

3rd year* 3.5%

*contingent upon passage of a levy (if a levy is not passed during the third year, wages shall remain the same).

C. Hours of work shall remain the same for the remainder of the 2000/2001 year. For the 2001/2002 school year the Board shall conduct an independent evaluation of route times under real conditions and shall no longer have to remain on the 5.5 and 5 hour guarantee. The Union shall have the right to have a steward (on paid time) accompany the evaluator in making this assessment. In addition to the actual hours connected with transporting consumers, each employee shall receive .5 hours above the actual hours worked as compensation for the extra time and expense involved in making two round trips from home to work each day.

D. The Board shall make the following monthly contributions for each employee to the Union's proposed health plan in order to provide full coverage for all employees of the bargaining unit (See EPS) as follows:

1st year \$200

2nd year \$205

3rd year \$210

Bargaining unit employees must reimburse the Board for the cost of their healthcare premium on a prorata basis for the portion of unpaid leave that exceeds 10 workdays in a month.

- E. The starting salary for new drivers shall be \$9.34hr and for new aides, \$6.85 per hour through the 2001/2002 year. Beginning with the 2002/2003 year it shall be adjusted by the same percentage as the 3rd year across the board wage increase.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 3rd day of February, 2001 in Portage County, Ohio.



Robert G. Stein, Fact-finder

Board Counterproposal 10-31-00 (made verbally on 9-26-00)ARTICLE STEWARDSA. Stewards' 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

Grievance meetings, disciplinary conferences and any other meetings with the Employer involving a Union Steward will be scheduled outside of the Steward's regular work hours. Every effort will be made, however, to schedule such meetings near the beginning time or ending time of the Steward's assigned route.

C. Attendance At Hearings

All meetings or hearings held in regard to disciplinary action, which an employee is required to attend, will be scheduled outside of the employee's regular work hours. Every effort will be made, however, to schedule such meetings near the beginning time or ending time of the employee's assigned route.

B. See text for recommended language for B, to be added to A. above.

C. No recommended language

ARTICLEUnion Membership, Dues Checkoff and Fair ShareSection New Hires

The Board will notify the Union of all new hires within ten (10) days after their having been accepted. The Union shall be furnished with the new employee's name, social security number, * mailing address and the position for which he/she was hired.

Section Dues Checkoff

An employee who is a member of the Union or who has applied for membership, shall sign and deliver to the Board an original assignment in the form to be prescribed by the Union authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the Board shall deduct such dues from the salary check of said employee each month. The amounts deducted in any month shall be paid by the fifteenth (15th) of the following month.

Section 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 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.

Section 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.

Section **Rebate Procedure**

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.

Board Counterproposal 10-17-00

ARTICLE BARGAINING UNIT WORK

A. Prior to any merger or privatization of the work performed by bargaining unit employees, 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. See text for recommended language

Appendix D

Board Counterproposal 12-20-00

ARTICLE SICK LEAVE

A. Sick leave may be requested for the following reasons:

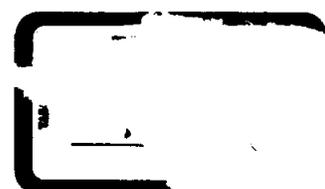
1. Personal illness, injury, pregnancy, childbirth and/or related medical conditions, or exposure to contagious disease which could be communicated to others.
2. Illness, injury or death of a member of the employee's immediate family. In the case of a member of the immediate family not living in the 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.
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.

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 an 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.



Board Counterproposal 11-9-00 (contingent on satisfactory resolution of salary and insurance issues)

ARTICLE — VACATION

- A. Employees assigned to a twelve-month route in a given year shall accrue paid vacation leave according to the following schedule:
- After 1 year of service – .0388 hours for every hour worked
 - After 6 years of service - .0575 hours for every hour worked
 - After 12 years of service - .0775 hours for every hour worked
 - After 22 years of service - .09625 hours for every hours 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.

- G. The Employer reserves the right to limit the number of employees who may take vacation at any particular time.
- 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.
- 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.