

D

STATE EMPLOYMENT  
RELATIONS BOARD

2001 MAY 14 AM 10:34

IN THE MATTER OF FACT-FINDING

BETWEEN

SUMMIT COUNTY MRDD

AND

AFSCME AFL-CIO  
OHIO COUNCIL 8, LOCAL 1229

BEFORE: Robert G. Stein

2000-MED-10-1039  
SERB CASE NO. ~~01~~ MED 10-1039

PRINCIPAL ADVOCATE FOR THE UNION:

Robert L. Thompson, Regional Director  
2<sup>nd</sup> Chair, Gino Carbenia, Staff Representative  
AFSCME Ohio Council 8  
1145 Massillon Rd.  
Akron OH 44306

and

PRINCIPAL ADVOCATE FOR THE EMPLOYER:

Lisa M. Fromm, Esq.  
2<sup>nd</sup> Chair, Maryanne P. Phillips  
SUMMIT COUNTY MRDD BOARD  
89 E. Howe Rd.  
Tallmadge OH 44278-1099

## **INTRODUCTION**

The Employer is the Summit County Mental Retardation and Disabilities Board (hereinafter referred to as “Board” or “Employer”). It operates 4 sheltered workshops, a school, a clinic, 6 adult care centers, as well as community sites. The transportation department of the Board serves approximately 950 clients. The bargaining unit was certified in 1992. It consists of approximately 166 bus drivers, attendants, and food service employees (98 full-time, 38 part-time, and 30 substitute employees).

The parties held approximately 13 bargaining sessions prior to declaring impasse. The parties reached tentative agreement on all issues on January 26, 2001; however, the bargaining unit rejected the tentative agreement. The parties continued to bargain and reached a second tentative agreement on February 8, 2001. Once again the bargaining unit rejected the tentative agreement. The fact-finding hearing was held on April 6, 2001 in Akron, Ohio. There are 10 unresolved issues and each party was provided an opportunity to present evidence and testimony in support of their positions on each of the issues.

By mutual request of the parties the fact-finding report is to be issued on May 11, 2001. In this report the term “EPS” refers to Employer’s Position Statement and the term

“UPS” refers to Union’s Position Statement. The position of each party on all impasse issues shall not be restated but will be referenced by these terms.

## **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 somewhat 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:

**ISSUE 1 Article 35 WAGES (Two Parts: A. Across the Board, B. Step Placement)**

**Union's position**

SEE UPS.

**Employer's position**

SEE EPS.

**Discussion**

Internal comparable data establish bargaining patterns, which absent unusual history or need of a particular bargaining unit, are strong comparable factor in determining an appropriate wage increase. The evidence demonstrates that the other two bargaining units (OEA support staff and OEA teaching staff) reached wage settlements that amount to an 11% wage increase over 3 years. It represents an average wage increase of 3.67% each year. This level of increase is also consistent with the most recent survey data produced by the State Employment Relations Board. For the year 2000, wage increases for public sector employees in Ohio averaged 3.62% (SERB Qtr. Vol. 16, No. 55). For the Akron/Canton area, the average wage increase was 3.50%.

I find the Board's proposed wage increase of 9.5% to be below this average and I find the Union's proposed wage increase of 13% to exceed this average. The internal

bargaining pattern has been established at 11%. The pattern established by the teaching staff bargaining unit appears to be most consistent with the current wage settlement patterns.

The issue of placement on the salary schedule for named employees is not an issue that can be readily judged by comparable data. Rather, this type of issue is to be evaluated by bargaining history. Using the criteria I do not find that there is sufficient data to justify a change from what the parties have agreed upon during their negotiations when they reached a tentative agreement (See Memorandum No. 1-01).

**Recommendation**

Wages:	1 <sup>st</sup> year (retroactive to January 1, 2001)	4.0%
	2 <sup>nd</sup> year, effective January 1, 2002	4.0%
	3 <sup>rd</sup> year, effective January 1, 2003	3.0%

See Appendix A for text of recommendation on wages and all other wage issues.

**ISSUES 2    Article 34    AFSCME CARE PLAN**

**Union's position**

SEE UPS.

**Employer's position**

SEE EPS.

## Discussion

The AFSCME CARE Plan is a unique benefit among public sector unions in the state of Ohio. It has been in existence for at least two decades, and what is most appealing about it is that it is a not-for-profit trust managed by public sector union and management people. It is not an insurance product offered by a disinterested for profit third party. The Union proposes the same language it agreed upon during negotiations (See UPS, tentative agreement). The Employer argues that other bargaining unit employees and non-bargaining unit employees do not receive the additional benefits of the AFSCME CARE Plan and is proposing no increase in this benefit.

I find the Board's rationale to be unsupported by bargaining history. It has regularly agreed upon increases in this benefit in the past. Part-time employees in particular have been able to take advantage of this benefit. In addition, the fact that this bargaining unit is the only one to receive these benefits is more a matter of ingenuity than comparability. The fact that other bargaining units under the Board have not developed this benefit program is not by itself a reason to depart from a history of funding it.

The Board's concerns regarding the overall finances of the Board were clearly articulated by its advocates, Ms. Fromm and Ms. Phillips. Certainly an employer's financial condition is an important consideration in all matters relating to benefits and wages. Health benefits have been and continue to be an area where employers and unions struggle to find cost-effective solutions. However, at this point in time, I find no reasonable basis to target one group of bargaining unit employees and depart from a bargaining history of supporting this benefit.

## **Recommendation**

See Appendix B.

## **ISSUE 3      Article 5      GRIEVANCE PROCEDURE**

### **Union's positions**

SEE UPS.

### **Employer's position**

SEE EPS.

### **Discussion**

There are two separate parts to this issue. One entails language changes that appear to fall in the category of procedural clarification and the other involves the resolution of numerous grievances. The design of a grievance procedure is unique to the parties who must administer it. While it is possible to use comparable data to judge the application of a binding arbitration provision based upon a just cause standard, it is far more difficult to use comparable data to judge more esoteric matters. Issues such as who should be present at steps in the grievance procedure, the timing of meetings, and whose days off are excluded from time limits are a function of the business of an employer and the organizational structure of a union. I find there is no reasonable basis to undo what the parties agreed upon in bargaining prior to impasse.

This same reasoning does not apply to the resolution of grievances as part of the bargaining process. Grievances entail the duty of fair representation, and a union is obligated to protect the rights of individual bargaining unit members in its decisions

regarding the disposition of grievances. The parties sharply disagree on resolving pending grievances, and therefore it is not proper for a fact finder to make a recommendation to eliminate grievances.

However, the issue raised by the Board that the grievance process has become bogged down is a legitimate concern. This fact-finder has worked extensively with other parties (from major airlines to state and municipal workers) who have had similar problems and who have implemented grievance mediation as a method to process grievances in a timely fashion. Such a process works best when the parties employ an experienced arbitrator who has well-developed mediation skills. It is recommended that the parties investigate the option of grievance mediation to address their backlog of grievances.

### **Recommendation**

See Appendix C

It is further recommended that the parties explore the possibility of entering into a Memorandum of Understanding on the use of grievance mediation in order to increase the efficiency of their grievance procedure.

## **ISSUE 4      Article 22      ADDITIONAL COMPENSATION**

### **Union's position**

SEE UPS

### **Employer's position**

SEE EPS

### **Discussion**

The parties have agreed upon all changes but one in this Article. The issue in dispute is the Union's request for the Board to establish a minimum compensation rate in addition to the mileage that they receive for driving their personal vehicle. The Union is proposing that bargaining unit employees receive mileage plus one (1) additional hour of paid time. The Board argues that it is already paying employees their regular salary plus mileage and is not obligated to pay employees additional compensation.

The concerns of using one's own personal vehicle to transport clients is understandable. However, the Union was unable to provide substantial comparative support for such a proposal. There was no evidence presented to the fact-finder that other employees of the Board, who must use their own vehicles, have an arrangement where they receive extra compensation for using their own vehicles. Employees receive .30 per mile for using their personal car, and mileage reimbursement represents the customary method of reimbursing public sector employees for using their own vehicles.

### **Recommendation**

See Appendix D

**Union's position**

SEE UPS.

**Employer's position**

SEE EPS

**Discussion**

The Union originally was seeking a minimum of 2 hours of pay when a substitute is called to work and is subsequently sent home. The Employer initially proposed a minimum of 1 hour of pay under the same circumstances. During the hearing the parties agreed upon a compromise of 1.5 hours. The Board is also seeking to retain language that requires an employee to respond to call-ins 75% of the time in order to remain an active substitute. I do not find the latter position of the Board to be unreasonable, given the facts presented. One-third of the fleet employees is part-time and the Board persuasively argued that the transportation of its clients is a vital function. The Board has a right to create a reliable workforce.

**Recommendation**

See Appendix E

**Union's position**

SEE UPS.

**Employer's position**

SEE EPS

**Discussion**

Every responsible public employer and public sector union is opposed to the abuse of sick leave. It places an important benefit at risk for the vast majority to employees who need and use this benefit responsibly. The Union and the Board have agreed to a combination of incentives and medical documentation requirements in order to address this issue (See Sections 2 and 5). I find that the tentative agreement reached by the parties during negotiations is reasonable. Neither side presented any evidence or data during the hearing that warrants a different recommendation from the fact finder.

**Recommendation**

See Appendix F

**Union's position**

SEE UPS.

**Employer's position**

SEE EPS

**Discussion**

The Board argues it is seeking changes in this language as another way to address absenteeism. It perceives the current language as being too permissive. The Union argues that the Board has sufficient safeguards that require documentation to address any abuse of sick leave. In reviewing the proposed language submitted by the parties, it appears the Union has addressed the Board's concern under Subsection A, Section 1, but has protected its membership with the addition of language prohibiting the Employer from making arbitrary or capricious decisions. If a person has a legitimate illness, injury, or other documented need to take an extended unpaid sick leave, the language as modified by the parties continues to provide employees with rights in this area. The existence of FMLA further reinforces these rights. However, most leaves are for a short term and are measured in days rather than weeks. For these types of leaves the current language, which contains a "shall" requirement, is more appropriate considering the bargaining history of the parties.

**Recommendation**

See Appendix G

**ISSUE 8      Article 29      APPLICATION FOR LEAVE WITHOUT PAY**

**Union's position**

SEE UPS.

**Employer's position**

SEE EPS

**Discussion**

The Board is proposing language in this section that ensures an employee uses paid time prior to unpaid time off. This is a common approach taken by public and private sector employers and is often codified in collective bargaining contracts. An employer has a continuing liability to employees to provide needed time off for vacation, personal leave, sick leave, and for other legitimate needs. It is not unreasonable for an employer to require employees to take their contractual paid time off first. Staffing and operational needs can be better met with this requirement in place, and employees will likely manage their own time more judiciously.

**Recommendation**

See Appendix H

**ISSUE 9      Article 30**

**OTHER PROVISIONS REGARDING LEAVE**

**Union's position**

SEE UPS.

**Employer's position**

SEE EPS

**Discussion**

No evidence or testimony was presented to justify a departure from current language.

**Recommendation**

Maintain current language. See Appendix I.

**ISSUE 10      Article      DURATION**

**Union's position**

SEE UPS.

**Employer's position**

SEE EPS

**Discussion**

Both parties agree upon a 3-year contract.

**Recommendation**

The contract shall be for 3 years: from 01/01/01 to 12/31/03

**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 11<sup>th</sup> day of May, 2001 in Summit County, Ohio.

  
Robert G. Stein, Fact-finder

ARTICLE XXXV - WAGES

Section 1.

- A. Effective January 1, 2001, all employees hired into the bargaining unit prior to January 1, 1998, (with the exception of those identified in Memorandum No. 1-01), will be placed on their same step of the 2001 payscale #1. (Payscale #1 = 2000 payscale + 4%).
- B. Effective January 1, 2001, all employees hired into the bargaining unit after January 1, 1998, will be placed on their same step of the 2001 payscale #2. (2001 payscale #2 = 2000 payscale).
- C. Effective January 1, 2002, all employees will have their 2001 wages increased by four percent (4%).
- D. Effective January 1, 2003, all employees will have their 2002 wages increased by three percent (3%).
- E. For the duration of this contract, new hires in 2001, 2002, and 2003 will be placed on the 2001 payscale #2. (2001 payscale #2 = 2000 payscale). A new hire must complete seventy-five percent (75%) or more of the active service dates during the previous year in order to receive a wage increase the subsequent year.
- F. No step movement will occur unless otherwise noted above for the duration of this contract.

**Section 2.     Placement on Salary Schedule**

- A. 1) When an individual is hired by the Board in the Food Services Department, the Director of Personnel will evaluate the individual's work-related experience credit. Upon the recommendation of the Director of Personnel, the individual may be provided with up to two (2) years of practical work-related experience credit no higher than step 1 on the appropriate salary schedule. Relevant prior work experience is defined as experience doing similar job duties in an employment situation.
  
- 2) The application of such work-related experience credit is only for new hires, not for use in reconsidering the pay rate for employees already in the employment of the Board, whether employed as substitutes, part-time or full-time employees.
  
- 3) All others shall be hired in at the base rate of pay for the position.

**MEMORANDUM No. 1-01**  
**between**  
**AFSCME LOCAL 1229**  
**and**  
**COUNTY OF SUMMIT BOARD OF MENTAL RETARDATION**  
**AND DEVELOPMENTAL DISABILITIES**

The parties agree as follows:

1. Effective January 1, 2001, the following employees will be placed on the 2001 payscale #1 at the indicated step as follows:

Bertolini	Step 5
Daniels	Step 5
Knight	Step 6
Wenzel	Step 5
King	Step 5
Uselton	Step 4
Chapman	Step 1
Drungil	Step 5

2. In contract years 2002 and 2003, the above employees shall have their wages increased in accordance with Article XXXV, §(1)(C) and (D) of the parties' collective bargaining agreement.
3. This memorandum references Article XXXV, §(1)(A) of the parties' 2001-2003 collective bargaining agreement.

For the Board:

\_\_\_\_\_  
Thomas L. Armstrong  
Interim Superintendent

For the Union:

\_\_\_\_\_  
Cindy Bates  
Chapter Chairperson

\_\_\_\_\_  
Date

**ARTICLE XXXIV - OHIO AFSCME CARE PLAN**

Effective January 1, 2001 the Board shall contribute forty dollars and seventy-five cents (\$40.75) per month per month to the Ohio AFSCME Care Plan for each full-time employee in the bargaining unit upon completion of one hundred twenty (120) calendar days of service. A separate list of employees that receive this coverage shall be submitted along with the payment to the Plan.

This contribution provides the following benefits:

Vision	\$6.75/month/full-time employee
Hearing	\$.50/month/full-time employee
Dental 2	\$26.00/month/full-time employee
Life Insurance	\$7.50/month/full-time employee

Effective January 1, 2001 the Board shall contribute forty-seven dollars and fifty cents (\$47.50) per month to the Ohio AFSCME Care Plan for each part-time employee in the bargaining unit upon completion of one hundred twenty (120) calendar days of service. A separate list of employees that receive this coverage shall be submitted along with the payment to the Plan.

This contribution provides the following benefits:

Vision	\$6.75month/part-time employee
Hearing	\$ .50/month/part-time employee
Dental 1	\$17.75/month/part-time employee
Life Insurance	\$ 7.50/month/part-time employee
Prescription	\$15/month/part-time employee

## **ARTICLE V - GRIEVANCE PROCEDURE**

An important purpose of the Grievance Procedure is to promote harmonious relationships. Employees and supervisors are encouraged to first discuss and resolve any complaints or differences orally, outside the formal terms and provisions of the Grievance Procedure. Should any dispute or difference arise between the Board and employee(s) or Board and Union, including the interpretation and/or application of or compliance with, any provision of this Agreement, including any type of disciplinary action, such grievance shall be processed in the following manner:

### **Informal Conference with Director of Transportation and or Coordinator of Food Service**

To ensure prompt attention, an employee or the Union shall request a conference with the Director of Transportation or Coordinator of Food Service within ten (10) working days of the event prompting the grievance, or within ten (10) working days from the date he/she could reasonably have expected to know of the event prompting the grievance.

A conference to discuss the problem shall be held within ten (10) working days of its request. The Director of Transportation or Coordinator of Food Service shall meet with the employee and Union representative and give his/her written decision to the employee within five (5) working days after the conference. If the decision is not satisfactory to the employee, and the Union, the Union may appeal to the next step.

A steward and/or Union representative having an individual grievance may have any member of the Grievance Committee at this step.

### Step I - Formal Investigation and Review by the Director of Labor Relations or Designee

If dissatisfied with the decision of the Director of Transportation or Coordinator of Food Service, the Union may prepare a written grievance setting forth details of the grievance and submit it to the Director of Labor Relations/~~designee~~ within ten (10) working days of the written answer of the Director of Transportation or Coordinator of Food Service. ***The written grievance must recite the provision of this contract alleged to have been violated, the facts supporting the grievant's claim, and specific relief requested.*** The grievance shall be dated and signed by the employee and Union representative. A copy of the written grievance shall also be given to the Director of Transportation or Coordinator of Food Service.

An investigation shall be initiated and the Director of Labor Relations/~~designee~~ shall hold a conference with the grievant, ~~Grievance Committee~~ ***Chapter Chair/Steward*** and witnesses necessary to resolve the grievance. The conference shall be ~~held~~ scheduled within five (5) working days after receipt of the written appeal. After all the facts have been collected, a written decision and explanation of the reasons for it shall be forwarded to the aggrieved party and Union, within ten (10) working days of the conference. Representatives of Ohio Council 8 may attend any Step I conference. The parties will meet one (1) day a month outside the labor-management forum in an attempt to resolve grievances at this step. Issues which are not resolved at this monthly meeting will not be discussed at the labor-management meeting.

### Step II - Superintendent/Designee

If the grievance is not satisfactorily settled at Step I, the Union may appeal to the Superintendent in writing, within ten (10) days after receipt of the Step I answer. The Superintendent/~~designee~~ shall within ten (10) days of receipt of the appeal, ~~meet~~ ***schedule a meeting*** with the aggrieved employee, ~~members of the Grievance Committee~~ ***Chapter Chair/Steward***, and any witnesses necessary to arrive at the resolution of the grievance. The Superintendent shall render his/her decision in writing to the employee and Union within fourteen (14) days subsequent to such meeting. Representatives of Ohio Council 8 may attend any Step II meeting.

All group policy grievances may be initiated at Step II of the grievance procedure.

### Persons Present or Represented

The grieved party ~~need not~~ **should** be present at any step of the procedure, but a Union representative must be present at the Informal, Step I and Step II.

### Step III - Arbitration Proceedings

Should any grievance not be settled satisfactorily at Step II, the Union may within thirty (30) calendar days of the receipt of the Step II answer by the Chapter Chairperson submit a request for arbitration to the Superintendent/Designee and, at the same time, submit a written request for an arbitration panel of seven (7) arbitrators to the Federal Mediation and Conciliation Service. The Superintendent/Designee shall be furnished a copy of the arbitration panel request. The Arbitrator shall be selected from this panel by any mutually agreeable method chosen by the parties. Failure to comply with the time periods in this provision shall render the grievance non-arbitratable and the Step II answer shall be binding upon the parties to the agreement and any affected employees. The expense for the Arbitrator's services and proceedings shall be borne equally by both the Union and the Board. The arbitrator shall have jurisdiction only to decide grievances involving the application or interpretation of some express term or provision of this Agreement, shall decide the same in accordance with the expressed terms thereof, and shall not have the power to add to, subtract from or modify such expressed terms. All decisions of Arbitrators consistent with their jurisdiction, power and authority as set forth herein and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Board, the Union and the employees. The Arbitrator shall render a written decision to the parties within thirty (30) days of close of hearing.

### Time Limits

Time limits at any step of the Grievance Procedure may be mutually extended by the parties. Days as referred to under the Grievance Procedure does not include employee's or *management's* day(s) off, Saturday, Sunday or holidays.

## ARTICLE XXII - ADDITIONAL COMPENSATION

### Section 1. - Extra Trips

Extra trips shall be posted and given to the Driver and Attendant, if an Attendant is needed, on a site-seniority rotation basis for those who signed up for the trip. If no regular Driver or Attendant, if needed, has signed up for the extra trip forty-eight (48) hours before its scheduled departure, the Director of Transportation shall assign a substitute to the trip.

After hours trips shall be posted and given to the Driver and Attendant, if an Attendant is needed, on an agency-wide seniority basis for those who signed up for the trip. If no regular Driver or Attendant, if needed, has signed up for the extra trip forty-eight (48) hours before its scheduled departure, the Director of Transportation shall assign a substitute to the trip.

Extra trips shall be paid at the rates set forth below for each hour driven. Partial hours shall be paid on a prorated basis in excess of one (1) hour.

<u>DRIVER</u>	_____	<u>ATTENDANT</u>
<del>\$9.36</del>	1997.99	<del>\$7.80</del>

Employees will be compensated at their actual hourly rate of pay.

Overnight trips shall be compensated for both the Driver and Attendant as follows:

Weekday	-	Regular daily rate plus driving time.
Saturday	-	Regular daily rate plus driving time.
Sunday	-	Regular daily rate plus driving time.

Drivers and Attendants shall receive a guaranteed minimum payment of one (1) hour for ~~field trips~~ and extra trips.

### Section 2. - Mandatory Meetings

Any meetings that are mandatory such as safety, first aid, finger printing, drawing of bus routes, etc., shall be paid at the rate set forth above in Section 1. If less than one (1) hour, it shall be prorated for the actual time involved. Meeting notices to an employee(s) shall designate the type of meeting, time and place of meeting and if the meeting is mandatory or optional. Employee(s) shall receive a five (5) work-day notice of such meeting. This five (5) work-day notice does not apply to emergency meetings, meetings of discipline, or consumer related meetings.

### Section 3.

When a mechanical breakdown occurs said Driver and Attendant shall be paid at the rate set forth above in Section 1 for all time worked in excess of her regular route.

When a Driver's bus breaks down and the ~~school~~ garage does not furnish the Driver a spare bus, and the Driver does not drive, the Driver shall be paid the Driver's ~~applicable rate of pay~~ additional compensation for said day(s). The Attendant assigned to such Driver, if any, shall also receive the applicable rate of pay for said day(s).

#### Section 4.

Drivers are to bring in their vehicles for wash and/or service. In the event a Driver does not bring in his/her vehicle, the Director of Transportation/Designee will utilize site seniority to schedule a Driver. If no Driver is available at that site, the Director of Transportation/Designee retains the right to assign.

#### Section 5.

When it is necessary to hold a consumer because a parent is not available to receive said consumer, and the Driver must double back or has to return the consumer to the parent or school late, the Driver and Attendant, if any, shall be paid at the applicable ~~overtime~~ **additional compensation** rate for all time worked in excess of her regular route. If less than one (1) hour, it shall be prorated for the actual time involved.

When it is necessary for a Driver to return to pick up a consumer through no fault of the Driver or Attendant, such Driver and Attendant shall be paid at the applicable ~~overtime rate~~ **additional compensation** rate, based on schedule set forth in Section 1, providing the total time involved exceeds their normal time.

#### Section 6. - Route Familiarization

To ensure that the Drivers are familiar with their routes, each Driver will be compensated for up to two (2) days, if required, at the Driver's applicable daily rate, for which they will be required to do a time study of the route, and visit all parents and deliver all necessary material. This procedure will be followed at the beginning of each school year, and each time a Driver is placed on a new route. An Attendant shall also receive the Attendant's applicable daily rate of pay, if required, for up to two (2) days in order to accompany the Driver during home visits.

#### Section 7.

In the event a route has been delayed for reasons beyond the control of the Driver or Attendant, such Driver/Attendant shall receive their applicable rate of overtime for the actual time involved. **In the event a route has been delayed in the afternoon for reasons beyond the control of the driver/attendant and beyond the normal expected return time established by the route sheet, such driver/attendant, shall receive the applicable rate of additional compensation for actual time involved.**

#### Section 8. - In-Service Meetings

One (1) **mandatory Safety Inservice meeting in 2001 shall be scheduled for all Drivers and Attendants on a date and time to be determined by the Board. Employees shall receive their applicable hourly rate of pay. The parties agree to discuss the feasibility of mutually extending the Safety Inservice meetings through the Labor-Management forum. ~~at the same date and at the applicable rate of overtime and only when all buses are running.~~**

One (1) All Agency Inservice meeting shall be scheduled per year for all employees. Drivers and Attendants shall be paid their applicable rate of overtime Full-time employees shall receive their applicable daily rate of pay.

Section 9. - Consumer Meetings

A Driver or Attendant directed to attend a meeting concerning a consumer by the Director of Transportation or her designee, shall be paid at the rate set forth in Section 1 for each hour of the meeting. Partial hours shall be prorated.

Section 10.

~~Any personal property, such as eye glasses, clothing, watches, etc., damaged by a consumer shall be replaced by the employer without cost to the employee.~~

Any personal property, which is damaged beyond repair or destroyed by a consumer, the Board will bear the cost of replacement of the item as outlined in its policies and procedures, set forth below:

a. Shirts or blouses	\$ 25.00
b. Pants, trousers, skirts	\$ 35.00
c. Dress	\$ 80.00
d. Coat	\$ 100.00
e. Eye glasses, frames, lenses	Cost
f. Sweater	\$ 50.00
g. Accessories (hat, gloves, scarf, undergarments)	\$ 25.00
h. Shoes	\$ 65.00
i. Repair of jewelry	\$ 60.00

Section 11.

Regular Drivers and/or Attendants who substitute during the summer months or the Christmas and spring breaks, shall receive their normal applicable daily rate step in which they regularly served.

Section 12.

Drivers and Attendants shall be paid at the applicable overtime additional compensation rate for evacuations. If less than one (1) hour it shall be prorated for time actually worked. Payment shall start at the time the Driver arrives for the evacuation procedure, including waiting time. Payment shall cease when the consumers have been disembarked and delivered to class.

### Section 13. - Double Runs

- A. Drivers and Attendants who make a double run shall be paid at the rate set forth in Section 1 for each such run with a guaranteed minimum of two (2) hours pay for each run.
- B. Double runs shall be assigned to the same Driver/Attendant for both the morning and afternoon if she is available. Assignment will be given to the Driver/Attendant at that site, by site seniority. The Drivers/Attendants must be able to return to site by 4:00 p.m. to be eligible.
- C. **If no driver/attendants are available at the initial site, the employer will call out those eligible employees on the following order:**
  - 1. **Regular driver/attendant agency-wide basis**
  - 2. **Sub driver/attendant**
  - 3. **Employer assigns bargaining unit employees**

### Section 14. - Uniforms

The Mechanics, Washbay Attendant, Food Service Assistant and Parts Inventory Clerk shall receive a clean uniform daily through a uniform service at no cost to the employee. Mechanics shall be given a shoe allowance of ~~up to fifty dollars (\$50.00)~~ **one hundred dollars (\$100.00)** per calendar year. ~~beginning in 1992.~~ Washbay personnel will be supplied with boots. When a uniform is supplied by the Board it must be worn by the employee.

### Section 15.

The Board will furnish tools and replace lost or broken tools during this contract.

### Section 16.

When an employee runs more than one (1) route and/or routes are combined, the employee will be paid at the minimum of two (2) additional compensation rate per a.m. and/or p.m. run.

### Section 17.

**Major restorative work assigned by the mechanic supervisor, which is expected to last over four (4) hours will be compensated an additional one and one half (1 ½) hours per day at the employee's regular rate of pay.**

### Section 18.

**Employees who are required to travel from their selected parking site in their personal vehicle shall be reimbursed at the rate of thirty cents (\$.30) per mile.**

**ARTICLE XXV - SUBSTITUTE DRIVERS/Substitute Attendant - RULES**

1. Substitute Drivers/Attendants will receive up to two (2) days rate of pay, if required, at base rate, prior to being assigned substitute duty for which they will be required to receive inservice training. Payment shall occur after two (2) days of actual employment as a Substitute Driver/Attendant assigned to replace a regular Driver/Attendant.
2. When Sub Drivers/Attendants are requested to drive/work, they shall be informed as to whether their runs are **full-time, part-time**, single or double runs. All Sub Drivers/Attendants shall be given their supervisor's phone number.
3. All Sub Drivers/Attendants are to respond to at least seventy-five percent (75%) of the requests made, notwithstanding extra trips, ~~full-time substitute work~~ or working out of their classification, i.e., Sub Driver working as an Attendant; if not, they shall be removed from the Sub Driver list. A quarterly review will be made December 1, March 1, June 1, and September 1 to enforce the above agreement. Anyone failing to meet the above required in any quarter will be removed from the Sub Driver list. A copy of the review will be sent to the Union.
4. All Substitute Drivers/Attendants shall be paid in reference to the position being filled or the employee's rate of pay, whichever is higher. *A Sub Driver/Attendant called in to work shall be paid for a minimum of ninety (90) minutes at the appropriate rate of pay.* ~~at the base rate if hired after July 1, 1991 and for remainder of contract period. All others hired before that day shall be paid at the step they are entitled to. No step movement will occur for substitute Drivers/Attendants~~ *Parties agree to discuss the utilization of substitute drivers/attendants in the labor-management forum.*
5. If a Sub Driver/Attendant is offered a regular route according to the procedure and refuses said route, said Sub Driver/Attendant shall be placed at the bottom of the Sub Driver's/Attendant's list.

6. If a Sub Driver/**Attendant** has a medical reason for not driving/**working on** a bus, said Driver/**Attendant** shall remain in the proper position on the Sub Driver/**Attendant** list according to seniority.
  - (a) If a Sub Driver/**Attendant** loses her turn when an opening occurs for a regular route while on medical leave, after being released by her physician, permitting her to drive/**work**, said Driver/**Attendant** shall fill said opening.
  - (b) No Driver, including Sub Drivers/**Attendant**, shall lose their route or position due to illness or injury.
7. All Sub Driving/**Attending** shall be distributed as equally as practical among Sub Drivers/**Attendants**.
8. Employees classified as part-time drivers/attendants prior to January 1, 1999, who are currently classified as substitutes, that upon acceptance of a part-time driver or attendant position by the above identified employees, said employees will be placed on the applicable pay scale and advance two (2) steps. This step placement will occur only at the employee's initial acceptance of a part-time position. A part-time employee that was put back to a substitute position due to elimination of a route/run or job duties shall retain all benefits and shall be paid at his/her current wage and will not lose their steps.
8. 9. Substitute Food Service Assistants  
Substitute Food Service Assistants shall be available to work at all sites. They will be compensated for inservices required and authorized by the Coordinator of Food Services.

~~\* All rules in Article XXIV apply to Substitute Attendants also.~~

**ARTICLE XXVII - PAID LEAVE OF ABSENCE****A. Sick Leave****Section 1.**

An employee shall earn and accumulate paid sick leave as follows:

- a. She must have completed one (1) pay period.
- b. Thereafter, paid sick leave will be earned and accumulated at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid holidays, vacations, overtime, and sick leave.
- c. If and when any accumulated sick leave is used, then the employee accumulates sick leave at the rate previously specified.
- d. Pay for sick leave shall be at the employee's regular straight time hourly rate (or portion thereof if absent for less than a full day).

**Section 2.**

An employee transferring to the County from any other public agency of the State, shall transfer her documented accumulated but unused sick leave accrued in such employment within the past ten (10) years to her sick leave account at the Board, subject to the limitations imposed on sick leave by this Agreement and Ohio Revised Code.

**Upon retirement and after a total of ten (10) years of service with the State, its political subdivisions or any combination thereof, an employee shall receive pay for one-half of all accumulated and unused sick leave to a maximum of three hundred twenty (320) hours.**

**Section 3.**

An employee shall be granted sick leave with pay for illness or injury of the employee or a member of her immediate family, for medical, dental, or optical examination, or treatment of an employee or member of her immediate family; or when through exposure to a contagious disease, the presence of the employee at her job would jeopardize the health of others.

#### Section 4.

Employees may check at any time with the ~~Personnel Manager Payroll Department~~ regarding accumulated vacation and sick leave. Upon such request, the ~~Personnel Manager Payroll Department~~ shall furnish the employee this information. ~~in writing.~~ This information shall be furnished to the employee not later than five (5) days of the request. Sick leave or vacation accumulation shall continue to be furnished to the employee on each bi-weekly pay check, if possible.

#### Section 5.

An employee who is absent on paid sick leave shall sign a statement to justify the use of sick leave. An employee who is absent due to leave taken under Section A(1) for four (4) or more consecutive work days shall submit verification from a licensed physician, dentist, or other licensed practitioner for each occurrence. A practitioner's statement must include the nature of the illness or injury.

~~Employees requesting to use sick leave either before or after a holiday or previously scheduled/requested vacation, one is required to provide medical verification for said illness.~~

*Employees requesting to use sick leave either the workday immediately before or after a holiday or previously scheduled/requested vacation are required to provide medical or other appropriate verification to support said absence.*

#### Section 6.

Immediate family is defined as: Grandparents, Mother, Sister, Brother, Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Father, Father-in-law, Mother-in-law, Spouse, Child, Stepchild, Grandchild, a legal guardian or other person who stands in place of parent (loco parentis).

The parties agree to discuss the feasibility of including "domestic partner" in the above definition through the Labor-Management forum.

#### Section 7.

If an employee requests family or medical leave pursuant to the provisions of the Family and Medical Leave Act of 1993, the employee will be required to follow ~~any request procedures implemented by Board Policy, Regulation and Procedure No. 2500.~~ ~~and the employee will further be required to utilize all available sick paid leave as part of the leave permitted under the Act.~~

## B. Maternity Leave

### Section 1.

~~Maternity leave shall be treated as any other disability.~~ An employee may use accumulated sick leave for maternity purposes.

## C. Court Leave

1. The Board shall grant court leave at the regular rate of pay to any employee who: (a) is summoned for jury duty by a court of competent jurisdiction or (b) is subpoenaed to appear for the Employer for any reason, before any court, commission, board, or other official proceedings.
2. Any compensation or reimbursement for jury duty when such duty is performed during an employee's normal working hours shall be remitted by an employee to the payroll officer for transmittal to the County Auditor.
3. Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted leave of choice (vacation, personal, or request leave without pay with the approval of the Superintendent or designee). Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

## D. Funeral Leave

### Section 1.

Employees shall be granted funeral leave of up to five (5) working days upon death of member of the immediate family. An employee may use vacation or sick leave if the employee elects.

### Section 2.

In the event of death of a relative other than a member of the immediate family, an employee shall be granted a leave of absence without pay or vacation for one (1) day to attend the funeral if within the State of Ohio, or two (2) days when the funeral is outside the State of Ohio.

#### E. Industrial Illness or Injury

Each bargaining unit employee is eligible. All bargaining unit employees must be physically incapacitated by an attack physically initiated by a consumer of the Board during such time as the employee is lawfully carrying out the assigned duties of his/her position. Employees must be physically unable to work and the injury verified by the employee submitting a incident report. The employee must also secure a physician's statement which verifies the date of occurrence of the injury and the date of return to work without restrictions. Such employee shall be paid his/her regular rate of pay while securing necessary medical treatment and, if necessary, during the period he/she is disabled as a result of such injury, but in no case to exceed forty (40) hours for full time employees and twenty (20) hours for part time employees. Payment according to this section shall not be charged to the employee's accumulation of sick leave credit.

#### F. Personal Leave

1. Full-time employees will be credited with three (3) days of personal leave to be taken in one (1) hour increments on each January 1 *at such time the employee and supervisor mutually agree upon*. ~~For the period from September 1, 1994, to December 31, 1994, one (1) day of personal leave will be credited.~~
2. Personal leave for employees hired after January 1 shall be prorated. This will be done by dividing the number of work days remaining in the year by two hundred sixty (260), multiplying the quotient by twenty-four (24), and rounding the product to the nearest whole hour.
3. ~~Personal leave may not be carried beyond December 31 of any year.~~ Employees may carry over one (1) personal day into the following calendar year, which must be used by January 31 of that year.

G. - Union Leave

At the request of the Union and with the approval of the Superintendent/Designee, a leave of five (5) days with pay and five (5) days without pay shall be granted to employees for the purpose of attending Union conventions or conferences or to perform functions on behalf of the Union. This type of leave shall be limited to three (3) members at any one time. Vacation leave may be used for this leave if the employee desires.

**In addition, the Chapter Chairperson or designee may be granted a total of fifteen (15) hours with pay each month to conduct Union business excluding Informals, Grievance Procedure and Labor-Management, such time to be scheduled by mutual agreement between the Director of Transportation and Chapter Chairperson.**

**ARTICLE XXVIII – UNPAID LEAVE OF ABSENCE**

**A. – Sick Leave – Without Pay**

**Section 1.**

An employee shall be granted a leave; upon justifiable reasons, without pay for a period of not to exceed on (1) week, because of personal illness or injury or a family illness **in the event the employee has no accumulate paid leave available.** For periods greater than one (1) week, the Employer may grant said leave under the same conditions. If the illness, disability, or family illness continues beyond six (6) months, additional six (6) months may be granted by the Boad upon the request of the employee. ***The Board's reason(s) for denial of such leave shall not be arbitrary, capricious, or unreasonable.***

**Section 2.**

An employee's immediate family, as referred to in this section, shall include his/her spouse, mother, father, child, **stepchild**, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchild, a legal guardian or other person in place of a parent (loco parentis).

**The parties agree to discuss the feasibility of including “domestic partner” in the above definition through the Labor-Management forum.**

**B. - Military Leave**

**Section 1.**

An employee of the Board who is a member of the Ohio National Guard, Ohio Defense Corps, Naval Militia, or member of other reserve components of the Armed Forces of the United States, shall be entitled to a leave of absence from their respective duties for such time as they are in military service, and field training, or active duty for periods not to exceed thirty-one (31) days in any calendar year.

**Section 2.**

Employees shall be granted a leave for military duty in accordance with Federal and State

law.

C. - Education Leave

An employee may be granted leave without pay for the purpose of Educational Training.

D. Personal Leave

Section 1.

For those employees who have completed their probationary period, personal leaves may be granted without pay, for cause shown for a period not to exceed six (6) months. Such leave may be extended by the Board, but in no case, will any employee be permitted to exceed six (6) months continuous leave under this paragraph in any one (1) calendar year, except in serious or unusual circumstances.

Section 2.

Employees granted leave under Article XXVII or Article XXVIII shall be returned to the same classification, route, shift and duties, upon return from leave of absence.

E. **Bus Inspection Days**

Section 1.

**Full-time drivers and attendants may be granted vacation, or unpaid leave of absence on bus inspection day(s). The Director of Transportation shall determine the number of employees granted such leave based upon the operational needs of the Board. Article XXXI – Vacations is not affected by this provision.**

Section 2.

**Employees must request leave on the designated form at least four (4) weeks prior to the bus inspection days in order to be considered for approved leave. The Director of Transportation will approve requests for leave based on seniority.**

**ARTICLE XXIX - APPLICATION FOR LEAVE WITHOUT PAY**

All leaves of absence without pay, and any extensions thereof, must be applied for in writing to the Superintendent, or his designee, on forms supplied by the Board, at least three (3) days prior to the proposed commencement of the leave except in serious and unusual circumstances. **Before leave without pay forms are considered, all paid time must be exhausted first.** Notification of the approval or denial of the requested leave shall be given to the employee in writing. ~~within three (3) days after the submission of the request unless it requires 169 Board approval.~~ Any denial of a requested leave of absence will include the reason for the denial. ~~A leave of absence of more than ten (10) working days requires the approval of the 169 Board.~~ Such notification of approval or denial shall be ~~within three (3) days of the Board meeting at which it was presented.~~

**ARTICLE XXX - OTHER PROVISIONS REGARDING LEAVES**

**Section 1.**

An employee may, upon written request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the Board.

**Section 2.**

An employee who is on approved leave of absence as provided herein, shall accumulate seniority during the entire period of said leave.

**Section 3.**

An employee on an unpaid leave of absence is responsible to pay the Board's share of the employee's health insurance coverage for the duration of the leave, unless the Family and Medical Leave Act applies.