



AGREEMENT

BETWEEN THE

**MAHONING COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

AND

**LOCAL #1143, OHIO COUNCIL 8, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**Effective Upon Execution
Through August 31, 2019**

SERB Case No. 2016-MED-05-0587

TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Article 1 Recognition	1
Article 2 Management Rights	2
Article 3 Check-Off	3
Article 4 Grievance Procedure	4
Article 5 Seniority	7
Article 6 Probationary Employees	8
Article 7 Layoff and Recall	9
Article 8 Union Representation	11
Article 9 Discipline	13
Article 10 Personnel Records	13
Article 11 Hours of Work	14
Article 12 Overtime	16
Article 13 Vacation	18
Article 14 Personal Leave	22
Article 15 Sick Leave	23
Article 16 Union Leave	28
Article 17 Court Leave	28
Article 18 Military Leave	28
Article 19 Disability Leave Without Pay	29
Article 20 Leaves of Absence	31
Article 21 Bereavement Leave	32
Article 22 Physical Injury Leave	32
Article 23 Calendar	35
Article 24 Calamity Days	35
Article 25 Insurance	36
Article 26 New Jobs	39
Article 27 Uniforms	39
Article 28 Bus Routes	40
Article 29 Vacancies	41
Article 30 Extra Summer Work	42
Article 31 Field Trips/Community Outings	43
Article 32 P.E.R.S. Salary Reduction	44
Article 33 In-Services	44
Article 34 Unit Work	45
Article 35 Temporary Classification Change	45
Article 36 Call-Out	45
Article 37 No Strike - No Lockout	46
Article 38 Severability and Conformity Clause	46
Article 39 Physical Examinations	47
Article 40 Safety and Health	47
Article 41 Hepatitis	48
Article 42 Truck Drivers	48
Article 43 Wage Schedules	48

TABLE OF CONTENTS

	<u>Page</u>
Article 44 Miscellaneous	50
Article 45 P.E.O.P.L.E. Checkoff.....	51
Article 46 Bargaining Unit Application of Civil Service Law	51
Article 47 Duration	52
Signature Page	53
Appendix A Wage Schedules	54
Appendix B Lump Sum	58
Memorandum of Understanding Custodian 2.....	59

PREAMBLE

This agreement entered into by the Mahoning County Board of Developmental Disabilities, hereinafter referred to as the Board or Employer, and Local 1143, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The Employer and the Union recognize their rights and responsibilities under federal and state civil rights laws. The parties agree that insofar as practicable, the provisions of this agreement will be applied without regard to race, color, religion, national origin, national ancestry, sex, age, military status, genetic information, or disability, except where a bona fide occupational qualification exists.

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 1
RECOGNITION

1.01

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating terms, wages, hours and other conditions of employment for the bargaining unit described as follows:

Custodian, Cafeteria and Transportation Department employees including:

(Bus) Driver	Custodian 2	Truck Driver
Bus Aide	Lead Cook	Utility Worker
Cook	Lead Mechanic	
Custodian 1	Mechanic	

1.02

The Mahoning County Board of Developmental Disabilities is recognized as the policy-making body of the MCBDD, duly appointed and directed by Ohio State Law, given sole responsibility to collectively bargain with the Union in accordance with ORC 4117.

1.03

Dispute Resolution Procedure.

The parties to this agreement mutually agree to discuss all issues in good faith in an effort to

resolve them within sixty (60) days of the onset of the first negotiation session. Either party may request the commencement of successor negotiations by submitting written notice to the other party between the ninetieth (90th) day and sixtieth (60th) day prior to the expiration of the Agreement. Formal negotiation meetings between the negotiating team of the Union and the official representative of the Board shall be scheduled, within fifteen (15) days after the request to open formal negotiations, for a mutually satisfactory time.

Either party may at any time after sixty (60) days from the onset of the first negotiation session request mediation. The Union or the Board may notify the State Employee Relations Board (SERB) that only proposals from either party not already tentatively agreed to remain in dispute and are being submitted to mediation for assistance. Should mediation not resolve all outstanding issues, the applicable provisions of 4117.14 (C) shall apply.

ARTICLE 2 **MANAGEMENT RIGHTS**

2.01

Unless otherwise agreed to between the parties, the appointing authority maintains the ultimate right to recommend to the Mahoning County Board of Developmental Disabilities policies governing personnel. Such policies shall be consistent with all applicable state and federal laws. These policies may include, but are not limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure.
2. Direct, supervise, evaluate, or hire employees.
3. Maintain and improve the efficiency and effectiveness of operations.
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the Employer as a unit.
8. Effectively manage the work force.
9. Take actions to carry out the mission of the public employer.

2.02

The Employer is not required to bargain on subjects reserved to the management and direction of the Board except as affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision/agreement. The representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 3 **CHECK-OFF**

3.01

The Employer agrees to deduct Union membership initiation fees, assessments, and once each month, dues, from the pay of these employees who individually request in writing that such deductions be made. Said written authorization shall be the standard AFSCME check off card. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the thirtieth (30th) of the current month after such deductions are made.

Authorization for such deductions shall be continuous unless revoked by individual written notice by the employee to the Union and the Employer.

This procedure shall be conducted in accordance with the practices of the County Auditor and those practices are not grievable.

3.02

Other provisions of this agreement notwithstanding, effective January 1, 1987, all employees in the bargaining unit who, sixty (60) days from date of hire are not members of the Union, shall pay a fair share fee to the Union as a condition of employment. All employees hired after January 1, 1987, who do not become members of the Union, shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the Board by the Treasurer of the Local Union.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deduction as provided herein.

The Union shall indemnify, defend, and hold the Board harmless against any and all claims, demand, suits, or other forms of liability that shall arise out of or by reason of action taken or

not taken by the Board for the purpose of complying with any of the provisions of this article, or in reliance on any information under any provision hereof.

ARTICLE 4 **GRIEVANCE PROCEDURE**

4.01 Purpose

1. The purpose of this procedure is to secure resolution of a grievance at the lowest possible administrative level.
2. Nothing herein shall abridge the right of an employee having a complaint or problem to discuss the matter with any member of the administration.
3. The purpose of this article is to provide opportunity for discussion of any grievance and to establish procedure for the processing and settlement of grievance.

4.02 Definitions

1. A “grievance,” as used in this agreement, is limited to a complaint of an employee or employees, or the Union collectively, alleging that there has been a misinterpretation, misapplication, or violation of any provision of this agreement.
2. The “grievant” means the employee(s) initiating a grievance. Where more than one person is a grievant, each shall sign the grievance. If no employee elects to pursue an alleged class action grievance, the Union may do so in its own name, and such grievance shall be initiated at Level Two.
3. “Individual grievance” - a grievance filed by one (1) bargaining unit member.
4. “Group grievance” - a grievance filed by three (3) or more bargaining unit members.
5. “Union/Policy Grievance” - a grievance filed by the Union on behalf of the Union not necessarily requiring initiation by a bargaining unit member, but must be signed by an authorized representative of the recognized Union.
6. As used in this Agreement, including the time limits of the grievance procedure, “day(s)” shall mean calendar day(s), excluding any program closing, unless specifically delineated otherwise.

4.03 Procedure

1. Proceedings shall be as informal and confidential as possible.
2. The number of days indicated at each step in the procedure shall be the maximum unless extended by mutual agreement in writing.

3. If a decision is not appealed within the time limits specified at any step of the procedure, or as extended, the grievance shall be deemed settled on the basis of the disposition at that step.
4. If an answer is not given to the grievant and/or the Union within the time limits, the grievance shall be considered denied and may be advanced by the Union to the next step in accordance with the provisions herein.
5. All sessions shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
6. Any grievance concerning action or inaction by the Superintendent shall be initiated at Level Two within thirty (30) days of the occurrence of event on which it is based.
7. Any grievance occurring over the life of this contract will be settled according to the stipulations set forth in this contract.

4.04 Steps

4.041 Informal Step

An employee believing he/she has cause for a grievance shall first discuss the matter with his immediate supervisor accompanied by the facility steward, if he so desires. This discussion shall be held within fifteen (15) calendar days of the occurrence or event on which it is based to attempt to resolve the matter informally. Resolution of the matter shall occur within seven (7) days of the informal discussion. If dissatisfied, the matter shall proceed to Level One of the formal procedure.

Formal Steps

4.042 Level One

1. If the aggrieved or the Union is not satisfied with the disposition of the grievance through the informal procedure, a grievance shall be filed in writing, within fifteen (15) days of the disposition at the Informal Step, stating the grievance and the resolution expected with the immediate supervisor.
2. The immediate supervisor shall:
 - a. Meet with the grievant and the Union Steward within seven (7) days of receipt of the written grievance.
 - b. Within seven (7) days from the meeting date referred to in 2-A above, submit a written response to the Union Steward involved.

4.043 Level Two

1. If the grievance is not resolved at Level One, within fifteen (15) days of the Level One decision the grievance may be appealed in writing to the Superintendent or his/her designee.
2. The Superintendent or his/her designee shall:
 - a. Meet with the grievant(s) and/or Union representative within seven (7) days of receipt of the grievance;
 - b. Within ten (10) days after the meeting referred to in 2-a, submit a written response to the grievant(s) and Union representative.

4.044 Level Three

If the grievance is not satisfactorily settled at Level 2, the Union may, within forty-five (45) days after receipt of Level 2 answer, submit the grievance to arbitration. The Union shall notify the Federal Mediation and Conciliation Service (FMCS) and the Superintendent in writing and at the same time of its intent to appeal the grievance. The notification to FMCS will include a request for a list of nine (9) arbitrators within a one hundred twenty-five (125) mile radius of Austintown, Ohio.

Within fourteen (14) calendar days of receipt of the list of arbitrators from FMCS, each party shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the FMCS. Each party may reject up to two (2) lists; any party rejecting a list shall be responsible for the cost of the next list.

The Federal Mediation and Conciliation Service shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance, or that no arbitrator was able to be selected from the rankings. If no selection was able to be made from the rankings, the parties shall split the cost of the next list.

Once an arbitrator is selected, the arbitrator shall arrange with the parties the date, time, and place of the meeting.

The question of the arbitrability of a grievance may be raised at any time during the grievance process prior to the date of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. In such case, the first question to be placed before the arbitrator will be whether or not the alleged grievance is within the purview of arbitrability.

The fees and expenses of the arbitrator shall be borne equally by the Board and the Union. Furthermore, the aggrieved employee, his steward, and any necessary witnesses shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application and/or compliance with the provisions of this agreement, including all disciplinary actions, and in reaching his decision; the arbitrator shall have no authority:

1. to add to or subtract from or modify in any way any of the provisions of this agreement;
2. to determine any issue(s) not specifically submitted for arbitration; or
3. to make an award in conflict with the terms of this agreement.

The arbitrator shall be requested to issue a decision within thirty (30) days after the close of the hearing inclusive of the submission of any post-hearing briefs.

The grievance procedure set forth in this article shall be the exclusive method of reviewing and settling disputes between the Board and the Union and/or between the Board and an employee (or employees), and all decisions of arbitrators consistent with Level 3 and all pre-arbitration settlements reached by the Board and the Union shall be final, conclusive, and binding on the Board, the Union, and the employees, provided that a grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to that grievance or any future grievances.

A group grievance which affects a substantial number of employees may initially be presented by the Union at Level 2 of the grievance procedure; a group grievance must be signed by at least three (3) employees.

The time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the Board and the Union, be binding. If the Board fails to timely respond under the terms of the grievance procedure, the grievance may be appealed to the next step of the grievance procedure.

ARTICLE 5 **SENIORITY**

5.01

Seniority shall be defined as the length of continuous service with the Mahoning County Board of Developmental Disabilities in a permanent position within the bargaining unit, and shall be measured in calendar days of employment (“Board” seniority). Employment shall

begin, for purposes of this article, with the first day worked in a permanent position within the bargaining unit. Seniority of persons employed prior to the date of this agreement shall not be affected. Time spent on sick leave, vacation leave, and other authorized leaves of absence shall not constitute a break in service. An employee who is on an authorized leave shall earn seniority during said leave, providing the employee is properly reinstated.

5.02

Seniority shall be lost when an employee:

- a. quits or resigns or retires;
- b. is discharged for just cause;
- c. fails to return to work upon recall as specified in the layoff provision herein;
- d. is absent without leave for five (5) or more consecutive work days, without reasonable excuse;
- e. takes a position with MCBDD outside the bargaining unit and fails to return to the bargaining unit within ninety (90) days.

5.03

In the event that two (2) or more employees are exactly tied in seniority, the employee whose last four (4) numbers of his social security number has the highest value shall be deemed to have the greatest seniority (1000 being greater than 0999).

5.04

The Board shall update the seniority list in March and October of each year. A copy of this list will be posted in each department on the employee bulletin board, and a copy will be provided to the Union.

ARTICLE 6 **PROBATIONARY EMPLOYEES**

6.01

Every newly hired employee will be required to successfully complete an initial probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer in a bargaining unit position, and shall continue for a period of one hundred twenty (120) calendar days. Non-bargaining unit employees moving into a bargaining unit position shall be considered a “newly hired employee.” Absences of five (5) consecutive work days or more shall extend the probationary period by the equivalent number of days. Newly hired bargaining unit employees may join the Union and file grievances from the date of hire as an employee and bargaining unit member; however, such employee may be terminated any time during their probationary period and shall have no appeal over such removal.

A bargaining unit employee selected to fill a vacancy different from his current classification shall be obligated to serve a new non-initial probationary period of sixty (60) work days (see Section 29.05).

6.02

Employees will receive a midpoint evaluation by the supervisor or designee at the approximate half way point of an initial or non-initial probationary period.

ARTICLE 7 **LAYOFF AND RECALL**

7.01

The criteria of seniority shall determine layoffs.

The names of permanent employees who have been laid off shall be put on an appropriate recall list according to their seniority. For a period of one (1) year from the date of layoff, according to their standing on such list, they shall have prior right to recall to any vacancy for which they are qualified in the same department.

7.02

In any case of an anticipated layoff of bargaining unit employees, the Employer shall notify the Union at least twenty-one (21) calendar days in advance of the impending layoff prior to service of notice to employees.

7.03

The Employer may lay employees off for reasons of lack of work, lack of funds, or reorganization. Affected employees (employees subject to lay off) shall receive written notice of layoff and reasons thereof at least seven (7) calendar days prior to the effective date of layoff. The President of the Union or his designee shall be forwarded a copy of all layoff notices served on any employee the day of mailing or personal service. Simultaneous with the issuance of layoff notices, the Employer will post a notice that a lay off is occurring within specific classification(s); the posting will occur only within those buildings where employees within the affected (specified) classification(s) are assigned.

Within five (5) calendar days of the date of issuance of layoff notices, senior employees within the affected classification(s) may volunteer to be laid off first by submitting a written request for voluntary layoff to the Human Resources Director. Voluntary requests are irrevocable and shall be award based upon seniority (most senior first).

An employee displaced and subject to layoff as a result of reorganization shall, upon written request to the Employer, maintain employment status as a regular substitute, at the substitute rate of pay, for a period of twelve (12) months or the period of layoff, whichever is less.

7.04

The Employer shall determine in which classifications and employment status layoffs will occur. Layoffs shall occur in the inverse order of seniority, as defined in this agreement, in the following order for the classification (s) affected:

- A. seasonal, temporary employees;
- B. casual employees;
- C. student employees;
- D. part-time employees;
- E. probationary employees;
- F. permanent employees in the inverse order of their seniority as defined in this agreement.

Nothing in this provision precludes the utilization of substitutes (subs) for temporary assignments (e.g., sick leave, vacations) during a period of layoff.

7.05

Any employee receiving written notice of layoff shall have five (5) work days following receipt in which to exercise his right to bump the least senior employee in the same classification and then the least senior employee in a lower classification for which the employee is presently qualified. "Presently qualified" shall mean that the employee meets all of the qualifications for the position including being able to perform the full duties and responsibilities of the lower classification without further training as determined by the Employer. A full-time employee may also elect to bump into a part-time or substitute position. An employee who bumps into a lower rated position will be compensated at the lower rate of pay and benefits. "Lower classification" as used herein shall mean a classification with a lower starting rate of pay.

Any employee who is bumped from his position shall have five (5) work days in which to exercise his bumping rights in a similar manner.

An employee who requests a voluntary lay off or an employee who does not have sufficient seniority or the qualifications to bump another employee shall be laid off and placed on the appropriate recall list.

In the event an employee refuses recall to a classification other than that from which he was laid off, such employee shall not lose recall rights for the original classification. However, if said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

7.06

Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

“Notification” for any purpose shall mean notification occurs on the date of certified mail being sent return receipt requested. The obligation to ensure a correct address is contained in the employee personnel file rests solely with the employee. Forms for the purpose of this agreement shall be available in the office of the employee's immediate supervisor/building office.

7.07

The recalled employee shall have up to seven (7) calendar days following mailing of the recall notice to notify the Employer of his intentions to return to work, and shall have ten (10) calendar days following mailing of the recall notice in which to report for duty, unless a different date for return to work is otherwise specified in the notice beyond the ten (10) calendar days, by mutual agreement of Board and employee.

In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning or giving notice within the time limit above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list.

7.08

An employee shall be removed from the recall list if he/she resigns.

7.09

An employee who has been laid off shall, at the time of layoff, be paid for any accrued and unused hours of vacation time.

ARTICLE 8 **UNION REPRESENTATION**

8.01

A representative of the Union including a non-employee Union representative may visit with the employees covered by this agreement for the purpose of ascertaining whether or not this agreement is being observed by the parties, and for the purpose of processing grievances in accordance with the grievance procedure. A steward shall have the authority to visit with employees within his/her jurisdiction during reasonable times and reasonable periods for the

purpose of orderly settlement of grievances. This right will not be abused by the Union. The Union shall furnish the Employer with a written list of shop stewards stating the department to which each steward is assigned, and shall notify the Employer, in writing, of any change. The Union may appoint individuals who shall act as steward when the regular steward is absent from work or otherwise unavailable, and immediately so notify the Superintendent or designee. "Representation" may not interfere with job duties and exclusively eliminates drivers of vehicles and aides while performing duties. The Union may only meet with one (1) employee at a time.

8.02

The officers and stewards, upon notification to their respective supervisors or department head(s), shall be allowed a reasonable time to carry out the investigation of, writing of, and adjustment of grievances during working hours without a loss of pay. This right will not be abused by the Union. The Chief steward/designee shall be permitted to attend grievance meetings, predisciplinary conferences, and other meetings scheduled by the Employer without loss of pay.

Pertinent to the processing of grievances and with the affected employee's written consent, the investigating steward may request and review, through the Human Resources Department, the affected employee's personnel file. Such requests shall not be unreasonably denied.

8.03

The Employer agrees to notify the Union, in writing, of any new employees. The writing shall contain the name, unit, and supervisor of the new employee. Such notification shall be transmitted by the Employer to the Union within fourteen (14) days of the date that the new employee commences employment.

A Union representative shall be permitted to meet for thirty (30) minutes with each new employee, as part of the orientation schedule, to explain the functions of the Union and the collective bargaining agreement. Time spent in this meeting shall be considered time worked for all present. Participation by the new employee shall be voluntary.

8.04

Bulletin Boards

The Employer agrees to provide bulletin board space for use by the Union only.

Bulletin boards shall be 3' x 4' and located in the bus garage, custodial office, and kitchen, and be clearly identified as Union bulletin boards.

No material shall be mounted on the boards containing uncredited information or information containing administrative or Board animus.

ARTICLE 9
DISCIPLINE

9.01

No employee shall receive discipline except for just cause.

9.02

Disciplinary action shall normally be applied in a corrective, progressive, and uniform manner according to Board policy.

9.03

All records of disciplinary actions shall cease to have force and effect, for purposes of progressive discipline, one (1) year after the effective date of the disciplinary action, except that records of disciplinary actions involving suspensions of three (3) days or more will cease to have force and effect two (2) years after the effective date of the disciplinary action, provided, in either case, that there has been no intervening discipline. Disciplinary actions which have exceeded the established time period will be removed, upon the written request of the employee, and placed in a separate file. The Union shall have access to such removed discipline upon request.

For purposes of this section, “effective date” shall mean the date on the letter explaining discipline.

9.04

The AFSCME shop steward shall be notified of potential disciplinary situations which may result in a reduction in pay or position at least forty-eight (48) hours in advance of any predisciplinary conference.

9.05

Discipline which does not involve a reduction in pay or position may be appealed through Step Two (2) of the grievance procedure contained herein but is not arbitrable.

ARTICLE 10
PERSONNEL RECORDS

10.01

Every employee shall be allowed to review his/her personnel file by submitting a written request to the Human Resources Department and provided an operational hardship does not occur. A review of the personnel file will be scheduled within a reasonable time period (generally forty-eight [48] hours or less) following the request. If any employee is involved

in a grievance in which matters in his/her personnel file may be material, a Union officer or other Union representative will also be granted access to the employee's personnel file with written authorization of the employee.

10.02

A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action or negatively affect an employee's job security or advancement shall be provided to the employee. If material is placed in an employee's personnel file without following this procedure, the employee may submit a written rebuttal, which shall be attached to the document and does not adversely affect the employee for discipline purposes.

For the duration of this agreement, if an employee, upon examining his/her personnel file, has reason to believe that there are inaccuracies in those documents, the employee may write a memorandum to the Employer explaining the alleged inaccuracy. If, upon investigation, the Employer sustains the employee's allegation, the Employer shall remove the inaccurate material from the personnel file or correct the inaccuracy. If the Employer does not sustain the employee's allegation, the employee may file written rebuttal, which shall be attached to the document.

10.03

Employees shall be provided with a copy of their position description for the position in which the employee is presently serving, upon request of the employee to the Personnel Department, within a reasonable period of time.

ARTICLE 11 **HOURS OF WORK**

11.01

The regular work week of a Custodian (1 or 2) shall consist of forty (40) hours, five (5) days of eight (8) hours daily, inclusive of a one-half (1/2) hour paid meal period, and one (1), ten (10) minute paid break in the first half of the shift and one (1), ten (10) minute paid break in the second half of the shift.

Work schedules will be posted monthly, and no changes will be made in such schedules arbitrarily or capriciously.

11.02

The regular work week for a bus driver and bus aide shall consist of a minimum and maximum duration as follows:

Five (5) hours: a five (5) hour driver or bus aide shall consist of twenty-five (25) hours, five (5) days of five (5) hours daily.

Eight (8) hour: an eight hour driver or bus aide shall consist of forty (40) hours, five (5) days of eight (8) hours daily.

The regular work week of a van driver shall consist of a minimum of twenty-five (25) hours, five (5) consecutive days of a minimum of five (5) consecutive hours daily, between the hours of 6:00 a.m. and 10:30 p.m. Any van driver whose scheduled run exceeds 5:30 p.m. shall be paid a fifty cent (\$.50) per hour differential for each hour worked thereafter.

Routes longer than five (5) hours and shorter than eight (8) hours may be established consistent with operational and program needs.

Any driver whose schedule requires him/her to work on Saturday and/or Sunday as part of their five (5) consecutive day schedule shall be paid an additional one dollar and fifty cents (\$1.50) per hour for each hour worked on a Saturday and/or Sunday, and shall not be eligible for overtime compensation for weekend work of eight (8) hours or less per day under the provisions of Section 11.6 herein. However, nothing contained in Article 11 herein shall supersede any provisions set forth in Article 12, where applicable.

Runs determined to exceed the five (5) hour minimum shall be compensated based upon actual time worked including time for inspecting and maintaining the assigned bus.

11.03

The regular work week of the Lead Cook and Cook shall consist of thirty-five (35) hours, five (5) days of seven (7) hours daily, inclusive of a one-half (1/2) hour paid meal period.

11.04

The regular work week of the Lead Mechanic and Mechanic shall consist of forty (40) hours, five (5) days of eight (8) hours daily, inclusive of a one-half hour paid meal period, and one (1) paid ten (10) minute break in the morning and one paid ten (10) minute break in the afternoon.

11.05

The regular work week of a Truck Driver shall consist of forty (40) hours, five (5) days of eight (8) hours daily, inclusive of a one-half (1/2) hour paid meal period.

11.06

The Employer shall not unreasonably and/or arbitrarily change starting times of bargaining unit employees. If such changes affecting starting times of programs should become necessary, the Employer shall provide the Union with thirty (30) calendar days notice and shall meet with the Union to discuss such proposed changes. Such discussions are informational, do not constitute bargaining, and preclude a right to strike. In the event of an emergency declared by the Superintendent, the change may be instituted immediately.

11.07

Reporting Off or Late

Employees must report off at least one and a half (1 1/2) hours before they are scheduled to work. For split-shift employees, this includes one and one-half (1 1/2) hours prior to each portion of a shift.

Employees who will be late shall make every effort to notify their supervisor.

The Employer shall provide an answering service for purposes of receiving calls from employees prior to their scheduled shifts.

11.08

Supportive Employment

Van runs do not adhere to the adopted twelve (12) month calendar with regard to work days.

ARTICLE 12
OVERTIME

12.01

The Board shall be the sole judge of the necessity for overtime. All overtime will be offered to employees within the classification, within the department, within the same shift involved in order of seniority. Overtime may be initially refused, but if sufficient employees do not voluntarily accept, and there is an unforeseen emergency, drill, or act of God which affects the health, safety, and welfare of the MCBDD's clients, the Board shall assign the overtime work to employees within the classification, within the department, within the same shift involved, in the inverse order of seniority and the employee must work such overtime when assigned.

The Board shall endeavor to make an equitable distribution of overtime over a period of three (3) months among employees within a classification, within the department, within the same shift. Employees who are offered overtime, and for any reasons refuse or fail to work the overtime, shall be credited as if they had worked the overtime for the purpose of overtime distribution. A record of all overtime hours worked by each employee shall be recorded on a list by the supervisor, and all employees including the steward shall have the list made available upon request. All overtime hours shall be recorded on a daily basis. (These provisions do not apply to the transportation department and/or field trips.)

12.02

Work performed on a holiday, as defined in Article 23, shall be compensated at time and one half (1 1/2) in addition to the regular pay for the holiday.

12.03

When an employee is in active pay status more than eight (8) hours in a twenty four (24) hour period, or more than forty (40) hours in a work week, he/she shall be paid overtime pay at the rate of one and one-half (1 1/2) times his/her regular hourly rate for all such overtime.

12.04

Extra driving and aiding, excluding field trips, will be offered to the applicable driver/aide based upon need related to a particular run, and will be paid in accordance with Section 12.03 above.

12.05

A. There shall not be compensatory time in lieu of overtime.

Utility drivers and aides and five (5) hour drivers and aides shall normally be used for runs greater than five (5) hours prior to use of substitutes except as provided in Section 12.07 herein.

If there are not enough drivers or aides available, then the least senior employee on the call out/extra duty list will be assigned (mandatory) and must accept the call out. Mandatory assignments will be rotated based upon seniority (least senior to most senior).

B. It is understood that “utility transportation” positions (drivers/aides) were created to be utilized wherever needed as determined necessary by the Employer (i.e., 5 hour or greater bus routes/van routes or combinations thereof). Utility transportation positions will be included in the rotation for runs greater than five (5) hours for opportunities of five (5) consecutive days or less. However, a utility driver/aide may be bypassed or reassigned from the greater hour opportunity to cover runs based upon operational and program needs. In the event that a utility driver/aide is bypassed or reassigned, he/she will be assigned/returned to the greater hour opportunity on the next business day, or as soon as practicable following such bypass/reassignment.

12.06

Drivers and aides who work any part of an additional run shall be paid their appropriate hourly rate for such hours, in addition to their regular pay for their regular five (5) hour work day.

12.07

In all situations involving overtime or extra work where no bargaining unit employee desires the work, substitutes may be utilized.

ARTICLE 13
VACATION

13.01

Full-time twelve (12) month employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon the work day (hours) at time of accrual and length of service as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than 7 years	7 days
7 years but less than 12 years	12 days
12 years but less than 19 years	17 days
20 years and over	24 days

13.02

No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer. The rate of pay in effect for the employee's regular straight time hourly rate of pay shall be that rate in effect for the employee's regular job at the time the vacation is being taken.

13.03

During the period of May 1 through May 15 (preference period), employees shall submit to the Employer vacation leave requests for the following program year. Vacation leaves shall be awarded in accordance with Section 13.04 herein and based upon seniority and workload requirements as determined by the Employer.

When an employee submits a bid form to take vacation within the required time frame specified above, the Employer shall provide that employee with a copy of the approved/denied request form stating the date the request was submitted. Any vacation requested within the above time frame shall be approved or denied *not* later than June 2.

Vacation schedules shall not be arbitrarily adjusted to deny employees vacations or to cancel vacations.

An employee who fails to make her/his vacation application during the appropriate preference period must apply for vacation at least five (5) days in advance of the date(s) being requested, and will be awarded vacation leave without regard to seniority and only when dates are open.

All approved vacation schedules and cancellations for transportation employees shall be posted or made available by the Employer.

It is the employee's responsibility to ensure they have sufficient vacation time for the days requested or that they will accumulate sufficient time by the date requested. One week prior to the actual date of the vacation, employees found not to have sufficient vacation time will have their vacation cancelled and any loss of money for reservations or deposits shall not be the responsibility of the Board.

13.04

Requests for a full work week of vacation (Monday through Friday) shall take precedence over partial week or single day requests. During weeks which include a paid holiday, the remaining work days within the calendar week shall constitute a "full work week" as used herein. The Employer reserves the right to limit the number of employees who may be granted vacation leave at any specific time in any given unit.

13.05

Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on an emergency or for lack of sufficient vacation time as addressed in Section 13.03 above.

If the Employer finds it necessary to alter or cancel an employee's vacation, the Employer shall meet with the bargaining unit member to discuss the matter, and shall make an effort to make alternate arrangements to permit the bargaining unit member to take the vacation as scheduled.

If it is not possible to make alternate arrangements and the bargaining unit member's vacation must be changed, the Employer shall reimburse the bargaining unit member for any advance out-of-pocket expenses that employee has incurred and is not totally recoverable, if obtained after the approval date of the vacation.

The bargaining unit member shall provide documentation that the expense was incurred after receiving the original approval of the vacation request. Lack of documentation shall relieve the Employer of reimbursement for advance out-of-pocket expenses that the employee incurred after the approval of the original vacation request.

13.06

Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer shall permit an employee to accumulate and carry over vacation from year to year, but not more than a total of thirty-six (36) days.

13.07

Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual of thirty-six (36) days. Once thirty-six (36) days are reached, no further vacation time will be accrued or credited until the employee reduces the balance below the thirty-six (36) days maximum.

Note: Employees with balances in excess of thirty-six (36) days as of the commencement of the 2016-2017 program year may use such time during that program year and will be paid for any remaining excess time in the last pay of the applicable program year.

13.08

Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.

13.09

An employee is entitled to compensation at the employee's current rate of pay for the prorated portion of any earned but unused vacation leave for the current year to the employee's credit at the time of separation.

13.10

In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the employee's estate.

13.11

Effective September 1, 1986, part-time service shall be counted for the purpose of determining length of service, but an employee must be working on a full-time twelve month basis to actually earn vacation credit. An employee who works one hundred twenty (120) regularly scheduled work days in a program year will be credited with three quarters of a year of service credit; an employee who works one hundred seventy-three (173) regularly scheduled work days within a program year will be credited with one (1) year of service credit. Extra summer, Special Olympics, and/or field trips are not "regularly scheduled work days."

13.12

For purposes of vacation leave, "public service" is defined as employment or service as an elected official or as an officer with any of the following and shall be counted as qualifying service:

- A. state departments, bureaus, boards and commissions;

- B. state supported universities, community colleges, and technical institutions as academic or non-academic personnel;
- C. boards of county commissioners or other county officers' departments, including county homes, county hospitals, and county welfare departments;
- D. cities, villages and townships;
- E. school districts;
- F. health districts;
- G. public libraries;
- H. special purpose districts established pursuant to the law such as conservancy and park districts;
- I. special authorities established pursuant to state law, for example housing, transportation, port, and airport authorities;
- J. retirement systems, Bridge Commission, Ohio Turnpike Commission, and the Ohio Historical Society;
- K. Ohio National Guard (Air and Army).

13.13

An employee who has completed one (1) year of public service who transfers from one (1) agency or one (1) political subdivision to another is paid by the releasing agency at the time of transfer for any unused vacation leave.

13.14

Days designated as holidays or emergency days declared by the Governor are not charged to vacation leave regardless of the day of the week on which they occur.

13.15

Vacation leave is earned during the time the employee is on active pay status. It is not earned while on unpaid leave of absence or unpaid military leave.

13.16

Vacation balance for each employee will be provided in writing by the Employer with each paycheck, consistent with the procedures available through the County Auditor's Office.

When a full-time employee is on active pay status less than the normal schedule in a given pay period, partial vacation credit will be given under this system.

13.17

Employees who work twelve (12) months per year shall receive the vacation benefit. In order to accrue vacation time, an employee must be in active pay status.

A twelve (12) month employee who moves to a nine (9) month position shall be paid for any accumulated and unused vacation. Pay will be issued in the last pay of the applicable program year.

13.18

When an employee retires or separates from employment, the employee shall be paid in a lump sum for accumulated and unused vacation days up to the thirty-six (36) day maximum. Such payment shall be made no later than thirty (30) days after separation of employment.

ARTICLE 14
PERSONAL LEAVE

14.01

Mechanic	
Custodian	4 days - Group A
Truck Driver	
12 Month Driver/ 8 hours	
12 Month Aide/ 8 hours	
12 Month Driver/5 hours	
12 Month Aide/5 hours	4 days - Group B
9 Month Driver	
9 Month Cook	3 days - Group C
9 Month Aide	

Nine (9) month drivers and aides who work more than fifty percent (50%) of all available work days for summer work shall be granted one (1) additional personal day.

Personal days shall be accumulated annually, shall be earned at a rate of one (1) day per quarter (based upon regularly scheduled daily hours); and shall be credited based upon full months worked the previous program year.

14.02

For any employee employed from September to August of the program year, who does not utilize personal days, the Board agrees to convert unused personal leave days to pay at the employee's then current rate. Conversion shall be at one hundred percent (100%) and the employee shall receive such pay by the second pay in October.

14.03

Notice of intent to use personal leave shall be provided by the employee completing and returning to his/her immediate supervisor said request at least three (3) days in advance of an anticipated absence, whenever possible. In the case of an emergency, the employee will follow standard call off procedure. An emergency is considered a situation where a three (3) day notice is not possible.

Personal leave requested shall be approved or disapproved by the program administrator at least one (1) working day prior to the day requested. Any employee experiencing an emergency, and who cannot notify his immediate supervisor prior to that work day, shall call off in accordance with procedure, and approval or disapproval of the leave shall be determined after the fact by the program administrator/appointing authority.

14.04

Personal leave days are not cumulative, are not to be used consecutively, and shall not be granted to extend a holiday, recess, vacation, or for utilization for seeking or engaging in other employment, or if the number of requests for a particular day adversely affect manpower requirements of the Board.

The Superintendent reserves the right to make exceptions to the "no consecutive days" clause when in his sole opinion a clearly stated employee need exists. These exceptions shall not create "past practice."

ARTICLE 15 **SICK LEAVE**

15.01

Each employee shall be credited with the equivalent of .05769 hours of sick leave per hour in active pay status to a maximum yearly accumulation of fifteen (15) days for twelve (12) month employees and twelve (12) days for nine (9) month employees. "Day" as used herein is intended to coincide with the regularly scheduled daily hours of the affected employee at the time of accrual. Active pay status shall include vacation, personal leave and sick leave, but is not to include unpaid leave of absence, layoff, summer break or extended pays over twelve (12) months for nine (9) month employees.

15.02

For drivers and aides, sick leave is charged in minimum increments of one (1) day. The Superintendent/designee may waive the minimum one (1) day requirement for a driver/aide; however, if an employee has been disciplined for absence abuse, no waiver shall be considered.

For all other employees, sick leave may be used in one-half (1/2) hour increments or greater. Employees are charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment will not exceed the normal scheduled work day or work week earnings.

15.03

Employees may use available sick leave, upon approval of the appointing authority/designee, for the following reasons:

- A. Illness or injury of the employee or a member of the employee's immediate family (In the case of a member of the immediate family not living with the employee, the appointing authority may credit sick leave when it appears justified, but such cases should be carefully investigated).
- B. Death of a member of the employee's immediate family.
- C. Medical, dental, or optical examination or treatment of the employee or a member of the immediate family. To the extent possible, medical/dental/optical appointments should be scheduled during non-work hours.
- D. When, through exposure to a contagious disease, either the health of the employee would be jeopardized or the employee's presence on the job would jeopardize the health of others.
- E. Pregnancy and/or childbirth and related conditions. (Procedures governing the use of a leave of absence without pay for maternity purposes may be found in other sections of this agreement).

Definition of immediate family: mother, father, step-parent, brother, sister, child, spouse, step-child, foster child, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, legal guardian appointed for the employee as a minor and for a period of at least one (1) year, or other person who stands in place of a parent (loco parentis), grandchild, daughter-in-law, son-in-law.

15.04

To justify each use of sick leave, the employee will complete a signed, written statement explaining the nature of illness or other reason for taking sick leave. A form for this purpose will be distributed by the department.

When absence(s) for any illness or injury or use of sick leave exceeds five (5) cumulative working days in a program year, a physician's statement shall be required for each sick day used thereafter in the same program year.

Additionally, a physician's statement is required for the use of sick leave involving medical/dental/optical appointments/treatment or for absence of three (3) consecutive work days or more.

Patterned absence and/or unusually high (excessive) sick leave usage shall be considered "abuse" of sick leave and shall be just and sufficient cause for discipline. Examples of patterned or excessive absence include but are not limited to the following:

- Consistent usage of sick leave in conjunction with scheduled time off of any type (e.g., holidays, Saturday/Sunday, vacation, personal leave, program closing day, etc.);
- Consistent usage of sick leave for periods of one (1) work day or less;
- Consistent usage of sick leave for non-specific illness (e.g., headache, backache, upset stomach, flu, etc.);
- Excessive use of sick leave in an amount of at least two (2) occurrences totaling the equivalent of three (3) work days or more in any three (3) month period;
- Usage of sick leave as it is earned/credited, resulting in an extremely low balance of sick leave as compared to time in service.

"Consistent" as used herein commences with the third occurrence within a twelve (12) month period.

Sick Leave Bonus

A twelve (12) month employee in active pay status for the entire program year who used no more than four (4) sick leave days during the program year will receive a two hundred dollar (\$200) bonus. A nine (9) month employee in active pay status for the entire program year who used no more than three (3) sick leave days during the program year will receive a two hundred dollar (\$200) bonus. The bonus will be paid in the first pay of December at the rate in effect for the prior program year.

15.05

Where sick leave is requested to care for a member of the immediate family, the Superintendent/designee may require a physician's certificate verify that the presence of the employee is necessary to care for the ill person.

15.06

Sick leave granted by reason of death in the immediate family will not exceed five (5) working days.

15.07

An employee who transfers from one public agency to the Board, or who is reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, up to a maximum of one hundred twenty (120) hours, provided the time between separation and reappointment does not exceed ten (10) years.

The words "public agency," as used above, include the state, counties, municipalities, and all boards of education within the State of Ohio.

15.08

Employees failing to comply with sick leave rules and regulations will not be paid.

Falsification of either a written, signed statement or a physician's certificate, or application for sick leave with intent to defraud will result in dismissal and refund to the Board of salary or wage paid during such sick leave.

15.09

An employee who becomes eligible for workers' compensation payment for loss of time may choose to use sick leave until the first payment is made. Sick leave utilized can be purchased back at the current hourly rate of the employee to restore a balance by the employee.

15.10

If an illness or disability continues past the time covered by earned sick leave, the employee will be granted either a disability leave of absence in accordance with this agreement or a disability separation in accordance with this agreement. However, if a disability leave of absence is granted, and the illness or disability continues past expiration of the disability leave, a disability separation will then be granted.

15.11

An appointing authority may require an employee to take an examination, conducted by a licensed physician, to determine physical capability to perform the duties of the position. If found not capable, the employee may be placed on sick leave or disability leave. The examination cost will be paid by the appointing authority.

15.12

Upon request, an employee who becomes pregnant may use any or all of her accrued leave prior to the birth of the baby and/or for a recovery period. If more than five (5) days of recovery is needed, it must be supported by a medical statement as to the period of time necessary for recovery. Vacation may also be taken at the option of the employee before or after the expiration of sick leave.

Once all applicable paid leave has been exhausted, additional leave without pay, not to exceed six (6) months, may be taken in accordance with this agreement.

15.13

Upon retiring from active service, after ten (10) or more years with the Board, an employee may elect to be paid in cash for forty percent (40%) of a maximum of sixteen hundred (1600) hours of sick leave hours which are accrued but unused, for a maximum of six hundred forty (640) hours of pay. Notwithstanding the above, employees hired prior to August 31, 1992, are not subject to the maximums of sixteen hundred (1600) hours and six hundred forty (640) hours of pay.

Other retirees shall receive twenty-five percent (25%) of a maximum of twelve hundred (1200) hours. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to the time will be eliminated.

Such payment will be made only once to any employee. That is, an employee who returns to service after retiring may accrue and use sick leave as before, but may not convert the unused sick leave at the time of a second retirement.

If at the time of retirement an employee does elect to receive the cash payment for unused sick leave credit, the appointing authority will prepare a Sick Leave Conversion Form, and a copy will be provided to the employee upon request. This form must contain the employee's signature authorizing such conversion of sick leave credit.

15.14

An employee shall be entitled to the applicable provisions of the Family and Medical Leave Act consistent with Board policy. Time spent on paid or unpaid leave for the same qualifying event shall be charged against FMLA. Additionally, FML shall be charged when an employee incurs lost time under Workers' Compensation.

Notices of an employee's rights under FMLA are posted on the bulletin boards in each work location and additional information, as necessary, is available through the Human Resources Department.

ARTICLE 16
UNION LEAVE

16.01

Local Union bargaining unit members may be granted time off for the purpose of participating in union conferences, conventions, workshops, and/or assemblies. The employee must request such time off ten (10) calendar days prior to any such meeting. Such leave shall not exceed a total of twenty (20) working days per program calendar year for the bargaining unit, four (4) of which shall be paid, and the remainder of which shall be unpaid. In lieu of time off without pay, however, said employee may elect to take vacation leave for such meetings.

No more than three (3) Union officers or their designees shall be granted Union Leave on any given day. No leave shall be unreasonably denied.

ARTICLE 17
COURT LEAVE

17.01

The Employer shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. The affected employee shall turn over to the Board any compensation received for said jury duty exclusive of any parking fees.

Employees will honor any subpoena issued to them, including those for workers' compensation, unemployment compensation or arbitration hearings.

17.02

Employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employees' personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., shall be taken as leave without pay, personal leave, or vacation.

ARTICLE 18
MILITARY LEAVE

18.01

Military leave shall be granted in accordance with applicable law and Board policy.

ARTICLE 19
DISABILITY LEAVE WITHOUT PAY

19.01

Disability Leave/ Separation

If an employee becomes unable to perform the essential functions of his/her position and is not on a paid sick leave, and has exhausted other paid leave and/or vacation leave, the employee may be given a disability leave and/or separation.

19.02

Disability Leave Without Pay

1. A disability leave of absence without pay due to a disabling illness, injury, or conditions may be granted by the Employer for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. Time spent on unpaid Family and Medical Leave for the same disabling illness, injury, or condition shall be considered a part of and tolled against the maximum six (6) months. The granting of a disability leave without pay will be subject to the rules regarding leaves of absence without pay.
2. If the employee is unable to return to active work status within the six (6) month period due to the same disabling illness, injury, or condition, the employee will be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury, or condition, the total combined time of absence due to the disability shall not exceed three (3) years for purposes of reinstatement rights under this article.

19.03

Disability Separation Procedures

A disability separation will be granted when an employee has exhausted his/her accumulated sick leave, vacation leave and personal leave, etc., and any authorized leave of absence without pay and is:

1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or
2. Is declared physically incapable of performing the duties of his/her position by a licensed physician as designated by the Administrator. If such examination if requested by the Administrator, the costs shall be paid by the Employer.

19.04

Reinstatement Procedures

Reinstatement rights following disability leave/separation extend for three (3) years from the date such leave is granted. An employee given a disability separation subsequent to a leave of absence without pay for the same disabling injury or illness shall retain the right to reinstatement for a period of up to three (3) years from the time the employee began the leave of absence without pay. Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Administrator; its costs shall be paid by the Employer. The Employer will send a written reminder to the employee at least two (2) weeks prior to the expiration of his/her disability leave/separation. An employee who fails to apply for reinstatement or pass a medical examination, or, does not return from disability leave/separation, formally resign, or take disability retirement, shall be deemed permanently separated from service as of the date of the disability leave/separation without pay.

19.05

Early Reinstatement

An employee who applies for reinstatement and is found unfit for early reinstatement from a disability separation shall remain eligible for reinstatement up until the expiration of the applicable three (3) year period.

The Board reserves the right to request a physical from time to time to determine reinstatement eligibility.

If an employee is determined fit for reinstatement, the Board may so order the return to work of said employee. Failure to comply constitutes abandonment of the position and employment by the employee.

If the employee disagrees with the Board-appointed physician's determination, both the Union and the Board shall request and appoint an impartial physician from the current health plan provider directory to examine the employee and all pertinent records. His/her decision shall be final and binding upon both parties. Costs for this impartial decision shall be borne equally by the Board and the employee.

19.06

Abuse of Disability Separation

An act of an employee who has been given a disability separation, which is reasonably determined by the Employer to be inconsistent with the employee's disabling illness or injury, may render the employee ineligible for reinstatement.

ARTICLE 20
LEAVES OF ABSENCE

20.01

Parental Leave

Any employee who becomes pregnant or who becomes a parent by childbirth or adoption shall, upon request made to the Employer, be granted leave of absence from work for parental purposes. Each employee who requests such leave must submit a physician's certificate stating the probable period for which the employee will be unable to perform her duties, except for adoption. The employee shall utilize any or all accrued sick leave, personal leave and vacation leave for parental purposes; after accrued sick leave, personal leave and vacation leave are exhausted, the employee shall be placed on unpaid leave for parental purposes, not to exceed six (6) months, for the remainder of the time authorized by her physician. An additional unpaid leave of absence may be granted to the employee upon the approval of the Employer. Thirty (30) days after termination of the pregnancy, the employee shall submit a statement from her physician indicating the probable date of return to duty. If the employee is unable to perform the essential functions of her job as determined by her physician, the employee shall be given a separation. Nothing herein shall be construed to prevent an employee from using available sick leave or vacation at the time the employee first absents himself or herself for birth or adoption reasons. Paid and unpaid leave for parental leave shall be charged against FML.

20.02

Unpaid Leave of Absence

An employee must have two (2) years of service and have exhausted all available paid leave in order to be eligible for leave of absence as follows:

The Employer may grant a leave of absence without pay to an employee in the bargaining unit upon written application to the Employer. Such leave may be granted for a maximum duration of six (6) months for any personal reasons of the employee, and may not be renewed or extended beyond six (6) months, except as follows. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level, or voluntary service in any governmentally sponsored program of public betterment. Upon completion of such a leave of absence, the employee shall be returned to the position which he/she formerly occupied, or to a similar position if her former position no longer exists. He/she may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge.

20.03

Leaves of absence that are known to extend for thirty (30) days or more shall be included within the Board report. Said information shall include the duration of the leave and the anticipated termination of said leave when possible.

20.04

Any employee may, at the discretion of the Employer, be granted a leave of absence without pay for purposes of child care. All requests for leave of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances. Eligibility shall be as determined in Section 20.02.

20.05

Failure to Return from Leave of Absence

An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer or his representative, may be terminated from employment.

An employee who is on an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on leave of absence is to be considered in determining length of service for purposes of seniority.

ARTICLE 21 **BEREAVEMENT LEAVE**

21.01

If a death occurs among members of an employee's immediate family, as defined in Article 15, the employee shall be granted a bereavement leave with pay for a maximum of five (5) days. Said leave must be used within fourteen (14) calendar days of the death, except where extenuating circumstances exist. (An employee may be approved for sick leave if bereavement leave is exhausted.)

Sick leave utilized for bereavement purposes shall not be counted toward the five (5) cumulative days specified in Section 15.04 of this agreement.

ARTICLE 22 **PHYSICAL INJURY LEAVE**

22.01

An employee who is required to be absent due to a documented physical injury incident which results from a violent and/or aggressive student/client behavioral outburst during

employment hours, or when providing voluntary services at a Board-approved activity or event, on or off program grounds, may be eligible to receive physical injury leave.

22.02

A participating employee who has completed one (1) year of service or more, has been on active pay status for at least six (6) months of the previous twelve (12) months, and is approved for a lost time claim under workers' compensation, shall be eligible for continued health plan coverage under the Board group insurance plan, in accordance with this section. The Board's contribution toward the monthly cost of coverage shall be continued for a period not to exceed six (6) months, inclusive of any time spent on physical injury leave or FML.

22.03

Employee volunteers shall submit their name to their immediate supervisor prior to the event, and employee volunteers shall be subject to normal personnel policies.

22.04

Physical Injury Payment

- A. The employee is not eligible to receive wage compensation from a workers' compensation claim and wage payment from physical injury leave simultaneously for the same injury.
- B. The employee is not eligible to receive payment of medical bills from a workers' compensation claim and payment of medical bills from employer-provided health/hospitalization coverage, simultaneously for the same injury.
- C. The employee is not entitled to use workers' compensation for lost wages and Board-paid leave simultaneously for the same injury.
- D. Falsification of any documents or statements that could result from a physical injury sustained by an employee from a program enrollee is grounds for discipline up to and including dismissal. Eligibility for physical injury leave should not be dependent on the employee's willingness to pursue legal action.
- E. The Board shall replace those items of an employee which are damaged while in the performance of their duties such as glasses, hearing aids, dental devices, prosthetic devices, watches, and clothing. Items shall be reimbursed according to the following schedule:

Clothing

Fifty percent (50%) of reasonable replacement up to a one hundred fifty dollar (\$150.00) maximum per item.

Glasses, Hearing Aids, Dental Devices, and/or Prosthetic Devices

Seventy-five percent (75%) of reasonable replacement up to a maximum of four hundred dollars (\$400.00) per item.

Watches

Seventy-five percent (75%) of reasonable replacement up to a maximum of seventy-five dollars (\$75.00) per item. Other jewelry items are not subject to replacement.

Original receipts for replacement items are necessary for the applicable items in order to process reimbursement.

22.05

Limitation of Physical Injury Leave

- A. The employee may, at his/her option, elect to use accrued sick leave, personal leave, physical injury leave and/or vacation prior to or in lieu of receiving lost wage compensation from workers' compensation.
- B. Physical injury leave may not be used for more than ten (10) work days for each documented physical injury incident. Upon receipt of acceptable medical documentation, the Superintendent may extend physical injury leave for up to ten (10) additional work days, unless enrolled in the transitional work program.
- C. Awarding of physical injury leave does not represent an admission on the part of the Board that the employee is automatically held harmless for discipline that may arise out of the incident.

22.06

Preservation of Sick Leave

Leave granted under this provision shall not be charged against sick leave earned or earnable under the Ohio Revised Code.

22.07

Applicability

If an employee becomes eligible for benefits under the Public Employees Retirement System (PERS) as a result of a physical injury or disability sustained by an employee from a program enrollee, then said employee is entitled to any reinstatement rights for which he/she is eligible through this collective bargaining agreement or any applicable provision of the Ohio Revised Code.

ARTICLE 23
CALENDAR

23.01

The nine (9) month calendar year shall consist of one hundred ninety-four (194) days, of which one hundred seventy-eight (178) days shall be for student transportation. There shall be ten (10) paid holidays, four (4) professional days, and up to two (2) bus maintenance/training days consisting of three (3) hours to five (5) hours duration as may be necessary to attain one hundred ninety-four (194) days.

Nine (9) month employees shall follow the nine (9) month calendar.

Twelve (12) month employees shall follow the twelve (12) month calendar.

23.02

The twelve (12) month employee calendar shall be continuous and include eleven (11) paid holidays and four (4) professional days, of which the first three (3) will coincide with the first three (3) professional days of the school calendar, and one (1) bus maintenance day consisting of three (3) hours to five (5) hours duration.

23.03

Winter break for twelve (12) month employees will commence on December 24 with consecutive days running through December 31.

23.04

Summer break for twelve (12) month employees will be five (5) days, Monday through Friday, including the Fourth of July holiday.

23.05

Every employee shall receive a copy of the Board adopted calendar.

ARTICLE 24
CALAMITY DAYS

24.01

The Superintendent or his/her designee shall have the power to close temporarily any or all of the buildings in case of an emergency whenever, in his judgment, it is a necessity to do so.

Employees not required to report for work during program/building closings (closing) shall not suffer any loss of regular pay.

Should an employee be required to report during a closing, including arriving for work at a regularly scheduled start time prior to the first announcement time of a closure or of a “late start” or “delay,” he shall receive his regular daily compensation for the program closing day/delay, plus compensation at the applicable hourly rate for hours worked.

Should an employee complete one-half (1/2) or more of the normal work day prior to declaration of a calamity, he shall be paid the full compensation for a normal work day.

ARTICLE 25 INSURANCE

25.01.

In order to be eligible for insurance, an employee must be contracted for at least twenty-five (25) hours per week.

Temporary assignment to cover a full-time position/hours shall not entitle a part-time employee to full-time benefits.

Any employee contribution for health insurance coverage shall be by automatic payroll deduction.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG Adopted Coverage Information

25.02. Medical

A. The Board will pay 88% of the premium and the employee will pay 12% for full-time employees. The Board will pay 82% of the premium and the employee will pay 18% for 25 hour/week employees.

B. Stark County Schools Council

The Board may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be determined by the COG.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

25.03. Life Insurance.

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$25,000 for each nine (9) and twelve (12) month employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

25.04. Section 125 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

25.05. Premium Holidays

If the Employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

25.06. Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

25.07. Same Sex Marriage

If state or federal law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

25.08 AFSCME Care Plan

The Union shall provide dental, vision, and hearing aide plan coverage to its eligible members under AFSCME's national plan. The cost to the Board shall not increase over the life of this contract and shall be as follows:

Dental IV:	\$60.00 per month per employee
Vision II:	\$12.00 per month per employee
Hearing Aide:	\$.50 per month per employee

The Board shall be only responsible for contributing and forwarding to the AFSCME Care Plan the premium amount for bargaining unit employees.

The Union assumes all risk and liability for the maintenance, administration, and viability of the Plan. Further, the Union shall be responsible for complaint resolution to employees.

ARTICLE 26
NEW JOBS

26.01

If the Board creates a new position, or if substantial changes occur in an existing job, the Board shall meet with the Union for the purposes of negotiating a rate of pay and classification or placing the job in an existing classification. If after ten (10) days the Union and the Superintendent cannot reach agreement, the Superintendent is free to put into effect the new job or changes at a temporary rate of pay. The Union shall be notified by the Superintendent of the changes and temporary rate. The Union may file a grievance at the arbitration step on the sole issue of the pay rate for the job in question. The arbitrator shall be without power to decide any other issue, and shall as a part of his decision declare a winner, a loser, or a tie. If either party is declared a loser, that party shall pay the entire cost of the arbitration. The parties shall split the cost of the arbitration if a tie is declared.

Any award of the arbitrator shall be retroactive to the date the job was placed into effect. Any rate and/or classification mutually agreed to between the Board and the Union or decided by the arbitrator shall become part of the wage agreement attached hereto.

ARTICLE 27
UNIFORMS

27.01

Truck drivers and custodians shall be furnished a maximum of five (5) uniforms per year, consisting of shirts, pants, and shoes. Additionally, a summer and a winter jacket will be provided as needed.

Mechanics shall be furnished five (5) changes of uniforms per week, consisting of shirts, pants, and shoes. Additionally, a summer and a winter jacket will be provided as needed.

Care of the uniforms shall be the responsibility of the employee including repair/replacement during any year, except where the Employer determines to utilize a uniform/cleaning service. Employees who are provided uniforms shall report to work in a presentable provided uniform.

Prior to issuance of new apparel from a uniform service or other appropriate provider, old apparel must be in need of replacement and surrendered to the immediate supervisor.

Purchase orders issued to employees for uniform items (jackets and shoes) shall be valid only for one hundred-eighty (180) calendar days following the date of issuance. Failure of the employee to utilize the purchase order within the established time frame shall result in forfeiture of eligibility for said item(s).

27.02

Cooks shall be furnished with two hundred dollars (\$200.00) each school year for uniforms. Uniforms may be purchased at stores where the Board has accounts, or at the store of the employee's choice, provided that the employee submits a receipt for reimbursement.

ARTICLE 28
BUS ROUTES

28.01

Bus routes and utility (float) driver/aide positions shall be developed by the Administration, and posted for bid as developed two (2) weeks prior to the first day of each program year. It is understood that routes may change during the program year.

The Superintendent shall have the right to reassign drivers and aides to serve the best interest of the program.

28.02

The Board shall determine the number of twelve (12) and nine (9) month positions.

All routes shall be bid jointly by seniority one (1) week prior to the beginning of the program year. Such routes shall be designated nine (9) month and twelve (12) month. In accordance with seniority, drivers and aides shall receive the route desired.

Additionally, should four (4) or more routes be abolished between the start of a program year and January 5 of the same program year, routes will be re-bid, by seniority, during the second week of January of the applicable program year. "Abolished" as used herein shall mean a deletion of an existing route or the combining of two (2) or more routes.

28.03

All aides with CDLs who desire and sign up to be drivers when work is available shall be paid driver rate when performing driver duties. Assignments are at the discretion of the program supervisor.

The provisions of this section shall supersede any provisions to the contrary in the vacancy section of this contract.

If a regular full-time driver is not immediately available to bid and perform the duties required for whatever reason, then that bus route which is declared vacant shall be opened for bidding and filled by the most senior full-time aide that possesses a CDL and other qualifications. In the event a driver returns to duty and is available to perform such tasks, that driver shall come back into the classification according to seniority, whether it be a twelve (12) month or nine (9) month driver's position.

The Employer shall pay for all required recertification for drivers. All substitute drivers must have a CDL with school bus endorsement.

ARTICLE 29 **VACANCIES**

29.01

A vacancy shall be defined as a position that was previously held by a member of the bargaining unit which the Board determines to fill, or a new position that the Board determines to create within the bargaining unit and intends to fill.

29.02

When it has been determined by the Board that a vacated position shall become a vacancy or that a new position shall be created, the Superintendent or his designee shall post notice of such vacancy within five (5) days of the determination of a vacancy in a conspicuous place in the buildings, and forward a copy of the posting to the Union Steward/designee. The notice shall be posted for a minimum of five (5) work days, and during the summer months shall be posted a minimum of seven (7) work days.

29.03

The notice of vacancy shall state the department in which the vacancy will exist, the minimum qualifications required of each applicant, the compensation of the position, and any other requirements the Superintendent or his designee determines pertinent to the position to be filled. Nothing contained herein shall prohibit the Board from advertising the position outside of the bargaining unit.

29.04

Any member of the bargaining unit desiring to bid on a vacancy must do so in writing during the time the vacancy notice is posted or during such other time as stated on the vacancy notice. No bids will be accepted after the termination of the posting period.

29.05

Available jobs will be posted within the agency and will initially be available within the affected department where the vacancy occurs. From the next lowest position/classification with an hourly rate immediately below the vacant position, the qualified most senior employee shall be selected for the position. If no one is selected from the next lowest position/classification the vacancy shall be open to all those within the department. If no one is selected from within the department, the position shall be open for the entire bargaining unit.

Whenever practicable, the Employer shall interview and select a qualified applicant who timely submits a bid for a posted vacancy within thirty (30) calendar days from the end of the posting period.

A bargaining unit employee selected to fill a vacancy different from their current classification shall be obligated to serve a new probationary period of sixty (60) work days. If at any time within that period the employee is determined by the Superintendent to be unsatisfactory for the duties of the job, he shall be returned to his former position. An employee, however, may elect to return to his former job within the first ten (10) days following the new assignment.

29.06

A nine (9) month aide or driver who is awarded an open twelve (12) month position shall, upon placement into the twelve (12) month position, be eligible for all benefits due a twelve (12) month employee in accordance with the provisions of this agreement.

ARTICLE 30 **EXTRA SUMMER WORK**

30.01

The Board agrees to place nine (9) month aides/drivers ahead of substitute aides/drivers in order of seniority when needed during the summer to replace absent twelve (12) month aides/drivers.

Regularly scheduled nine (9) month drivers/aides will in all respects be assigned as needed, at their normal rate of pay, and will enjoy all rights and privileges afforded in the collective bargaining agreement.

The rate of pay shall be the driver's/aide's current hourly rate.

Drivers shall replace drivers, aides shall replace aides, except that bargaining unit aides with a CDL will be used in any driving position before non-bargaining unit employees.

No work equalization is implied, and by seniority, each driver/aide shall accept the next assignment or move to the bottom of the list.

If sufficient staff and/or substitutes do not volunteer or accept the work opportunity (including, but not limited to the Summer Camp), the uncovered time will be assigned based upon reverse seniority (least senior first) up to the number needed to fully cover operational and program needs.

ARTICLE 31
FIELD TRIPS/COMMUNITY OUTINGS

31.01

All drivers and aides may accept field trips out of their respective buildings/area per seniority rotation at each building/area. "Area" as used herein shall mean the following: Area 1 – Bev Road Workshop and Meshel Workshop; Area 2 – LKS and Javit Centre.

The rotation shall start anew each program year.

Except in cases of emergency or unusual circumstances, field trips shall be offered to employees at least three (3) days in advance on the rotating basis of seniority. If initially declined by all, the least senior driver/aide(s) at the workshop shall be required to work by rotation. Each driver and aide will be given a time sheet in which to track their hours for above-mentioned field trips. Substitute drivers and aides may be utilized only after a decline on the part of all bargaining unit members.

Field trips offered as a result of five (5) hour employees accepting eight (8) hour assignments shall not require three (3) days advance notice. A field trip utilization chart shall be posted. If a regular field trip is cancelled, the affected employee shall return to the top of the rotation list.

Job responsibilities for drivers and aides working field trips shall include monitoring and interacting with clients, and otherwise assisting direct care and support staff.

It is also understood that if there is a driver covering a run scheduled for a field trip, he will take that field trip without question.

31.02

The sign-up list for the Special Olympics events shall be separate from the sign-up list for other field trips. Special Olympics field trips shall be strictly voluntary. If a Special Olympics field trip is cancelled, the affected employee shall return to the top of the rotation list.

31.03

Bus drivers driving a truck or van for other than transportation of students or adults shall not be considered a field trip.

31.04

Special Olympics field trips shall be defined as those events sponsored by Special Olympics.

31.05

Transportation for field trips involving five (5) or more consumers will be performed by bargaining unit employees provided sufficient employees are available to perform the work. "Field trip(s)" as used herein shall mean a community outing for consumers for other than employment, community integration, and/or training related purposes.

Employees working field trips will be paid for actual hours worked, with a guaranteed minimum of two (2) hours.

Field trips will be timed in fifteen (15) minute increments.

Employees who work on a Special Olympics field trip on a Saturday or Sunday will receive a minimum of six (6) hours pay.

31.06

Aides shall be assigned to all field trips with two (2) or more wheelchairs.

ARTICLE 32
P.E.R.S. SALARY REDUCTION

32.01

The Employer agrees to continue the Public Employees Retirement System (PERS) plan whereby, through a salary reduction method, the Employer pays (picks up) employee contributions for all bargaining unit members. Under the salary reduction method, the Employer reduces the employee's salary by one hundred percent (100%) of the amount of the employee's PERS contribution and substitutes the reduced amount as the employee's gross pay. The Employer then forwards the amount of the employee's contribution to PERS as the employee's contribution through this salary reduction method for PERS benefits.

ARTICLE 33
IN-SERVICES

33.01

All transportation employees are mandated to attend in-service workshops when scheduled. Payment for time in attendance at the group workshops will be based upon each individual's hourly rate of their pay schedule. Leave requests will not normally be approved on these days. At least twice during each program year, the Transportation Administrator and the AFSCME steward shall meet to discuss and implement topics for in-services relevant to drivers and aides.

33.02

The Board shall make available first aid, C.P.R., and behavior intervention training for all employees twice annually. Any employee required to update first aid, C.P.R., and/or behavior intervention training must attend the training sessions offered prior to the expiration of certification.

ARTICLE 34
UNIT WORK

34.01

Employees normally shall be assigned work within their classification. Bargaining unit work shall normally not be assigned to non-bargaining unit employees. "Work" shall be defined as duties currently and normally being performed by bargaining unit personnel employed by MCBDD.

Natural disasters (tornadoes, winter storms) declared as emergencies by the government, or other clearly understood emergencies, shall be the only exceptions.

As soon as is practicable, the Superintendent and the shop steward shall meet to discuss the emergency.

These provisions shall not apply to substitute employees or to work that historically has been overlapping in nature in that it has also been performed by supervisors/non-bargaining unit employees, even though the same or similar duties are found in positions within the bargaining unit.

ARTICLE 35
TEMPORARY CLASSIFICATION CHANGE

35.01

When an employee temporarily performs work in a higher classification, he or she shall be paid the higher daily rate for all hours worked that day. Should an employee temporarily perform work in a lower classification, he or she shall be paid their regular rate for hours worked that day.

ARTICLE 36
CALL-OUT

36.01

This section shall apply to custodians and mechanics.

Any call-out shall result in a minimum payment of three and one-half (3 1/2) hours extra pay, at the currently effective hourly rate of pay for the employee called.

Time on call out shall be paid at one and one-half (1 1/2) times the currently effective hourly rate of pay for the employee called, or the three and one-half (3 1/2) hour minimum, whichever is greater.

Call outs shall be made by the Administration, and evidence of employee nonfeasance, misfeasance, or malfeasance shall subject the employee to progressive discipline for just cause.

36.02

Notwithstanding the provisions of Articles 23, 24, and Section 36.01 above, any custodian assigned to open/close a building during one of the summer/winter break days shall be compensated as follows:

Opening & Closing	3 hours at the applicable rate of pay
Opening	1.5 hours at the applicable rate of pay
Closing	1.5 hours at the applicable rate of pay

ARTICLE 37
NO STRIKE - NO LOCKOUT

37.01

The Union shall not strike, slowdown, or otherwise participate in or instigate any concerted activity designed to be disruptive of or interfere with the normal operation of the Board's programs for the term of this agreement.

37.02

The Board agrees not to lock out bargaining unit employees.

ARTICLE 38
SEVERABILITY AND CONFORMITY CLAUSE

38.01

If any paragraph or part thereof is declared invalid, or in conflict, the Union shall indemnify and save harmless the Board. Further, the paragraph or part thereof shall be null and void, and shall not affect the validity of the remaining parts or paragraphs of this statement. In the event any paragraph or part thereof is declared invalid or in conflict, the Board and the Union

shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternate provision.

38.02

It is the intent of the parties that all provisions of this agreement be in conformity with Section 4117 of the Ohio Revised Code.

ARTICLE 39 **PHYSICAL EXAMINATIONS**

39.01

The following procedure will be used when an employee is found unable to work as a result of the annual physical examination for drivers.

1. The employee may be examined by his/her personal physician, and the results will be presented to the program administrator. The cost of this second examination, if not covered by insurance, will be borne by the employee.
2. In the event of conflicting reports, an impartial third physician will be selected by the Superintendent/designee and the Union Staff Representative/designee; the determination of this third physician will be final and binding upon both parties and the Employer shall pay for the examination.

ARTICLE 40 **SAFETY AND HEALTH**

40.01

Upon the written request of either party, a committee of not more than three (3) members from Local 1143 will meet with the Superintendent/designees to discuss safety and health conditions in the work place. These concerns will be submitted in writing and a reply will be forthcoming from the Superintendent within ten (10) days.

40.02

Employees and the Union may exercise all their legal rights to secure a safe and healthful work place without threats or other reprisals of any kind.

ARTICLE 41
HEPATITIS

41.01

The Mahoning County Board of Developmental Disabilities will provide/make available one (1) initial series of vaccination for Hepatitis B.

41.02

AFSCME will not advocate a Union member's claim to initiate legal action against the Mahoning County Board of Developmental Disabilities concerning a Hepatitis claim if a member chooses not to be screened and/or immunized for Hepatitis B Virus.

ARTICLE 42
TRUCK DRIVERS

42.01

Board-owned trucks will be equipped with an AM radio, area maps, and a tool box.

42.02

Truck drivers will, when deemed necessary by their supervisor, be assigned an adult worker-helper. Further, drivers will not be required to accomplish any tasks beyond tailgate delivery loading and unloading.

42.03

Whenever a truck driver is absent and truck driving services are determined necessary by the Employer, an internal substitute driver shall be utilized from a sign-up list, posted in August and March of each program year, comprised of bargaining unit bus drivers and aides with a CDL (or driving requirement) with regularly assigned Boardman-routes. The assignment shall be awarded to the available senior bus driver or aide as determined by the Transportation supervisor/designee, recognizing that bus and van services take precedent. If drivers/aides from the sign-up sheet are unavailable for assignment, or in case of emergency, an external (non-bargaining unit) substitute transportation driver may be utilized.

ARTICLE 43
WAGE SCHEDULES

43.01

Wage rates for bargaining unit employees shall be as set forth in Appendix A-1 and A-2 herein.

Changes in the wage schedules for the 2016-2017 program year shall be effective with the first full pay period commencing after execution of this agreement. Changes in the wage schedules for the 2017-2018 and 2018-2019 program years as set forth in Appendix A are effective with the pay period that includes September 1.

Employees hired on or before August 31, 2013, shall receive wage advancements in accordance with this article and Appendix A-1 herein.

Employees hired on or after September 1, 2013, shall receive wage advancements in accordance with this article and Appendix A-2 herein.

Employees holding the classification of Custodian as of December 1, 2007, shall be considered a Custodian 2. Employees hired to perform custodial duties on or after January 1, 2008, shall be hired as a Custodian 1.

Employees shall normally be hired at the start (minimum) rate. However, the Superintendent may hire new employees at a rate between the minimum and maximum rates in consideration of experience and market conditions.

Employees hired on or after September 1, 2013, shall receive an experience advancement of two percent (2%) commencing with the first full pay period beginning after execution of this agreement, not to exceed the maximum, provided they have completed one (1) year of service.

Additionally, an employee hired on or before April 16, 2016, and still employed as of November 27, 2016, shall be entitled to a one-time lump sum payment based upon classification (job title), regularly scheduled bi-weekly hours, and rate of pay as set forth in Appendix B.

Commencing with the first full pay period of the 2017-2018 program year employees who have completed at least one (1) year of service shall receive an experience advancement of two percent (2%), not to exceed the maximum.

To qualify for advancement between the minimum and maximum rates based upon negotiated wage increases, nine (9) month employees must have worked one hundred twenty (120) days and twelve (12) month employees must have worked one hundred seventy-three (173) days of the program year or twelve (12) month period as applicable. The first full pay period of the applicable program year as used herein shall mean the pay period that includes September 1.

43.02

An employee who is promoted (advanced from one classification to another with a higher "start" rate of pay) shall move to the start rate for the higher position.

43.03 Longevity

- A. All full-time employees who have completed three (3) years of service with the Board as of September 1 of the applicable program year shall be eligible for a longevity bonus according to the following increments:

Increment Schedule

Years 3 through 4	\$300
5 through 9	\$450
10 through 14	\$700
15 through 19	\$950
20+	\$1,200

To qualify for the longevity bonus, nine (9) month employees must work one hundred twenty (120) days and twelve (12) month employees must work one hundred seventy-three (173) days of the program year.

The longevity payment shall be paid on the first pay in December each year of the contract.

ARTICLE 44
MISCELLANEOUS

44.01

Substitute janitorial work may be performed by MASCO janitorial crews for temporary situations.

44.02

A nine (9) month employee shall have the option to receive his/her annual salary over twelve (12) months.

44.03

The Employer will provide an annual payment of two hundred dollars (\$200.00) to mechanics to defray the cost of an insurance rider to cover personal tools utilized as part of their employment.

The employee must provide proof of current coverage to the Business Office in order to be eligible for the annual payment. Once acceptable proof is provided, payment will be made within thirty (30) calendar days.

ARTICLE 45
P.E.O.P.L.E. CHECKOFF

45.01

The Employer will, consistent with the requirements of the Mahoning County Auditor's Office, deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

45.02

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of P.E.O.P.L.E. and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

This list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

45.03

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

45.04

All P.E.O.P.L.E. contributions shall be made as a deduction separate from the duties and fair share fee deductions.

ARTICLE 46
BARGAINING UNIT APPLICATION
OF CIVIL SERVICE LAW

46.01

The parties agree that no section of the civil service laws contained in the Ohio Revised Code, Chapter 124, pertaining to wages, hours, terms and other conditions of employment, where such matter has generally been addressed by this agreement, shall apply to employees

in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this agreement.

46.02

Notwithstanding Section 1 above, the parties agree that Section 124.57 O.R.C. and Section 124.388 shall continue to apply to bargaining unit employees.

ARTICLE 47
DURATION

47.01

This collective bargaining agreement shall become effective upon execution, and remain in full force and effect until midnight, August 31, 2019, unless at least ninety (90) days prior to said expiration date, either party gives timely written notice to the other of intent to terminate this agreement. Within fifteen (15) days after receipt of said notice, a conference will be arranged to negotiate any proposals.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 1 day of Dec 2016.

FOR THE EMPLOYER

Bill Whitcomb
William Boggs

FOR THE UNION

Cambridge
Dave Hunt

SERB Case # 2016-MED-05-0587
IAFSCME

APPENDIX A
WAGE SCHEDULES

APPENDIX A -1: Employees hired on or before August 31, 2013

2% to full rate each program year as set forth below

Classification	Full Rate
Driver	
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$22.00
2017 - 2% - 1st pay period of 2017-18 program year	\$22.44
2018 - 2% - 1st pay period of 2018-19 program year	\$22.89
Driver (Bus) Aide	
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$16.75
2017 - 2% - 1st pay period of 2017-18 program year	\$17.09
2018 - 2% - 1st pay period of 2018-19 program year	\$17.43
Mechanic	
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$24.10
2017 - 2% - 1st pay period of 2017-18 program year	\$24.58
2018 - 2% - 1st pay period of 2018-19 program year	\$25.07
Lead Mechanic	
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$25.78
2017 - 2% - 1st pay period of 2017-18 program year	\$26.30
2018 - 2% - 1st pay period of 2018-19 program year	\$26.83
Truck Driver	
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$19.18
2017 - 2% - 1st pay period of 2017-18 program year	\$19.56
2018 - 2% - 1st pay period of 2018-19 program year	\$19.95
Custodian 1	
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$19.00
2017 - 2% - 1st pay period of 2017-18 program year	\$19.38
2018 - 2% - 1st pay period of 2018-19 program year	\$19.77
Custodian 2	
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$21.54
2017 - 2% - 1st pay period of 2017-18 program year	\$21.97
2018 - 2% - 1st pay period of 2018-19 program year	\$22.41

APPENDIX A -1: Employees hired on or before August 31, 2013
(Continued)

Classification	Full Rate
Utility Worker	
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$24.54
2017 - 2% - 1st pay period of 2017-18 program year	\$25.03
2018 - 2% - 1st pay period of 2018-19 program year	\$25.53
Cook	
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$17.39
2017 - 2% - 1st pay period of 2017-18 program year	\$17.74
2018 - 2% - 1st pay period of 2018-19 program year	\$18.09
Lead Cook	
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$18.64
2017 - 2% - 1st pay period of 2017-18 program year	\$19.01
2018 - 2% - 1st pay period of 2018-19 program year	\$19.39

**APPENDIX A -2: Employees hired on or after September 1, 2013
2016 and 2017: 2% to maximum rate; 2018: 2% to minimum and
maximum rate**

Classification	Minimum	Maximum
Driver		
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$17.63	\$22.00
2017 - 2% - 1st pay period of 2017-18 program year	\$17.63	\$22.44
2018 - 2% - 1st pay period of 2018-19 program year	\$17.98	\$22.89
Driver (Bus) Aide		
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$13.41	\$16.75
2017 - 2% - 1st pay period of 2017-18 program year	\$13.41	\$17.09
2018 - 2% - 1st pay period of 2018-19 program year	\$13.68	\$17.43
Mechanic		
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$19.31	\$24.10
2017 - 2% - 1st pay period of 2017-18 program year	\$19.31	\$24.58
2018 - 2% - 1st pay period of 2018-19 program year	\$19.70	\$25.07
Lead Mechanic		
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$20.64	\$25.78
2017 - 2% - 1st pay period of 2017-18 program year	\$20.64	\$26.30
2018 - 2% - 1st pay period of 2018-19 program year	\$21.05	\$26.83
Truck Driver		
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$14.46	\$19.18
2017 - 2% - 1st pay period of 2017-18 program year	\$14.46	\$19.56
2018 - 2% - 1st pay period of 2018-19 program year	\$14.75	\$19.95
Custodian 1		
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$14.32	\$18.99
2017 - 2% - 1st pay period of 2017-18 program year	\$14.32	\$19.37
2018 - 2% - 1st pay period of 2018-19 program year	\$14.61	\$19.76

**APPENDIX A -2: Employees hired on or after September 1, 2013
2016 and 2017: 2% to maximum rate; 2018: 2% to minimum and maximum rate**

Classification	Minimum	Maximum
Utility Worker		
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$19.66	\$24.54
2017 - 2% - 1st pay period of 2017-18 program year	\$19.66	\$25.03
2018 - 2% - 1st pay period of 2018-19 program year	\$20.05	\$25.53
Cook		
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$13.93	\$17.39
2017 - 2% - 1st pay period of 2017-18 program year	\$13.93	\$17.74
2018 - 2% - 1st pay period of 2018-19 program year	\$14.21	\$18.09
Lead Cook		
2016 - 2% - pp. beginning after execution of agreement (CBA)	\$14.92	\$18.64
2017 - 2% - 1st pay period of 2017-18 program year	\$14.92	\$19.01
2018 - 2% - 1st pay period of 2018-19 program year	\$15.22	\$19.39

APPENDIX B
FOR REFERENCE ONLY

A bargaining unit employee hired on or before April 16, 2016, and still employed as of November 27, 2016, shall be entitled to one-time lump sum payment based upon classification (job title), regularly scheduled bi-weekly hours, and rate of pay in accordance with the schedule below. The lump sum payment shall be made within the pay period commencing November 27, 2016 (paid on December 23, 2016).

Job Title	Rate of Pay	Bi-weekly Hours	One time lump sum
Custodian 1	14.32	80	\$160.38
Custodian 1	14.92	80	\$167.10
Custodian 1	15.03	80	\$168.34
Custodian 1	18.62	80	\$208.54
Custodian 2	21.12	80	\$236.54
Driver	21.57	50	\$150.99
Driver Aide	13.15	50	\$92.05
Driver Aide	13.41	50	\$93.87
Driver Aide	13.92	50	\$97.44
Driver Aide	14.70	50	\$102.90
Driver Aide	16.42	50	\$114.94
Lead Cook	18.27	70	\$179.05
Cook	17.05	70	\$167.09
Lead Mechanic	25.27	80	\$283.02
Mechanic	21.24	80	\$237.89
Mechanic	23.63	80	\$264.66
Truck Driver	18.80	80	\$210.56

This Appendix shall be effective upon execution of the 2016-2019 collective bargaining agreement and shall terminate on November 26, 2016.

MEMORANDUM OF UNDERSTANDING
between the
Mahoning County Board of DD
and
Local 1143, Ohio Council 8, AFSCME, AFL-CIO
(Custodians)

The parties to this Memorandum of Understanding are the Mahoning County Board of Developmental Disabilities (hereinafter referred to as the “Employer” or “Board”) and the Local 1143, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the “Union”). It is the intent of the parties to enter into this Memorandum of Understanding (MOU) in order to clarify and define the procedures to be followed with regard to determining staffing and building assignments for Custodians including Custodian 2’s. Custodian 2’s are those employees hired before January 1, 2008, and classified as a Custodian 2 effective with the pay period including March 1, 2008. The procedures shall be as follows:

1. When an original Custodial vacancy occurs, it shall be posted in accordance with the provisions of Article 29, Vacancies, Section 29.03. The posting shall be for a Custodian 1 and shall list the Department as “Custodial,”
2. Notwithstanding the above, the posting shall contain a footnote for Custodian 2’s as follows: Any Custodian 2 interested in a reassignment may submit a job bid in accordance with the provisions of Section 29.04 of the collective bargaining agreement. The vacancy is anticipated to occur at the _____ facility.
3. The most senior qualified Custodian 2 bidding on the vacancy as a reassignment will be selected. “Qualified” as used herein shall refer to Custodian 2’s who have maintained a satisfactory performance rating and who do not have active discipline of record. However, the Superintendent may determine to reassign a Custodian 2 with active discipline if he determines it to be in the best interests of the Agency and its operations.
4. Any non-original opening/assignment resulting from the reassignment of a Custodian 2 as set forth in Section 3 above will be offered to the remaining Custodian 2’s based upon seniority (most senior to least senior). Once all qualified Custodian 2’s have been offered available openings/assignments, the remaining opening will be filled with a promotional applicant or new hire from those individuals who applied for the original vacancy.
5. Notwithstanding the above, the Board retains the right to reassign Custodian 2’s as deemed necessary for short term assignments/needs, emergencies, cross training purposes or due to conduct or performance issues.

MEMORANDUM OF UNDERSTANDING
between the
Mahoning County Board of DD
and
Local 1143, Ohio Council 8, AFSCME, AFL-CIO
(Custodians) (Continued)

This Memorandum of Understanding, in conjunction with the applicable provisions of the collective bargaining agreement shall be the only documents governing staffing, vacancies and reassignments involving the Custodians. All other Memorandums of Understanding, including but not limited to the MOU titled "Custodian 2" which was originally appended to the collective bargaining agreement effective March 18, 2008, through August 31, 2010, are hereby rendered null and void.

This MOU shall be effective upon execution and shall terminate August 31, 2013.

DATE SIGNED : March 29, 2010