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**BETWEEN THE**



**AND THE**

**OHIO ASSOCIATION OF PUBLIC SCHOOL  
EMPLOYEES (OAPSE), LOCAL 044**

**January 1, 2019 – December 31, 2020**



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## ARTICLE 1    RECOGNITION

- A.** The Portage County Board of Development Disabilities, hereinafter referred to as the “Board,” recognizes the Ohio Association of Public School Employees, Local 044, AFSCME/AFL-CIO, hereinafter referred to as the “Union”, as the sole and exclusive representative of the bargaining unit during the length of this contract.
- B.** The Bargaining Unit shall include permanent full-time and permanent part-time employees in the following classifications:

  - 1. Vehicle Attendant.
  - 2. Vehicle Operator with Commercial Driver’s License.
  - 3. Vehicle Operator without Commercial Driver’s License.
  - 4. Permanent Substitute
- C.** The Bargaining Unit does not include: All seasonal, part-time, probationary, substitute employees, supervision certified teachers and other managerial employees as defined in O.R.C. 4117, custodial, maintenance, mechanics, inventory control, secretarial, clerical and compensation personnel, and truck drivers.
- D.** A change in recognition for successor contracts shall be in accordance with Ohio Revised Code 4117.
- E.** If the Board creates a new position/title (i.e., a position that is neither included nor excluded above) and said position falls within the bargaining unit, such position shall be included in the bargaining unit. If there is a question concerning the appropriateness of including said new position/title, the matter shall be submitted to the State Employment Relations Board (SERB) for final resolution.
- F.** Definitions

  - 1. A “permanent full-time employee” is one who is regularly scheduled to work thirty-two and one-half (32½) or more hours per week at one bargaining unit position.
  - 2. A “permanent part-time employee” is an employee who is regularly scheduled to work twenty (20) hours or more per week.
  - 3. A “part-time employee” is an employee who is regularly scheduled to work less than twenty (20) hours per week.

4. A “substitute employee” is an employee who works for an indefinite period of time, fixed by the length of absence of another employee due to sickness, disability, or approved leave. Such appointment shall continue only during such period of sickness, disability, or approved leave.
5. A “seasonal employee” is an employee who works for the summer season performing same work or activity limited to that season.
6. A “permanent substitute” is an employee who is not assigned but contracted and fills in wherever needed.

## **ARTICLE 2    BOARD RIGHTS**

- A.** The Board, on its own behalf and on behalf of the electors of the County, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and Constitution of the State of Ohio and the United States, including, but without limiting, the following rights:
1. To the executive management and administrative control of the program and its properties and facilities of its employees;
  2. To hire all employees and, subject to provisions of law, to determine their qualifications and conditions for their continued employment or their promotion, dismissal or demotion, and to assign, promote and transfer all such employees;
  3. To decide upon the duties, responsibilities and assignments of all employees with respect thereto;
  4. To establish all aspects of the program, including policy, special events for students and clients; and
  5. To initiate, prepare, certify, and administer its budget after written input from the staff and the association should they choose to do so.
- B.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this complete Contract.



### ARTICLE 3    UNION RIGHTS

- A.** The Union shall be granted the following sole and exclusive organizational rights as the bargaining agent of the employees.
1. To enter into collective bargaining discussions with the Board, in accordance with the provisions of this procedure;
  2. Reasonable use of bulletin boards provided for bargaining unit information;
  3. To make Union announcements at general staff meetings, etc., building and total staff. Announcements will be limited to a maximum of five (5) minutes;
  4. Use of building mail for distribution of Union materials and announcements;
  5. Provide the Union President one (1) electronic copy of the Board agenda and the minutes of each Board regular or special meeting to be emailed on the same day as to the Board members.
  6. The right to speak at Board meetings. Union representative must request to be placed on the agenda one (1) week in advance of the meeting, except in extenuating circumstances; and
  7. The Board shall make available to the office of each building, a Board Policy Book. The Union President shall be provided a copy of the Board Policy Book. Updates or changes in Board policies shall be furnished for the Policy Books in circulation.

**ARTICLE 4    SCOPE OF BARGAINING**

- A.** The Union has bargaining rights for all employees in the bargaining unit on the following subjects:
1. Wages
  2. Hours; and
  3. Other terms and conditions of employment

## **ARTICLE 5    NEGOTIATIONS PROCEDURE**

### **A. Negotiations Procedures**

1. Either the Union or the Board may initiate negotiations by filing a Notice to Negotiate with the other party within ninety (90) days prior to the expiration of the Agreement. Within twenty (20) working days of transmittal of said notice, the parties shall hold their first negotiations session. The first negotiations session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiations session, either party may be represented by not more than six (6) representatives.

### **B. Meetings**

1. Negotiation meetings shall be held in private session at a mutually agreed upon location. Once the meeting date, time and place have been established, the Union and Board shall present their written proposals at the first meeting. Subsequent meetings will be used to negotiate the proposals until tentative agreement is reached.
2. The date, time and place of the next meeting shall be established before the conclusion of each meeting. Meetings shall be scheduled not to interfere with school schedules. Either party may take reasonable breaks for conferences during the meeting.
3. The parties shall provide each other relevant information or access to relevant information upon request.
4. As negotiated article(s) are agreed upon, the article(s) shall be reduced to writing and initialed by the chief negotiator of each party, and the article is tentatively agreed upon by both parties subject to finalization by ratification by the membership of the Union and adoption by the Board. The Union and the Board retain the right to issue general reports to their respective membership on the progress of negotiations.

### **C. Agreement**

1. When a contract is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the contract to determine the accuracy of the transcript. If the contract is then in proper form, it shall be submitted to the Union for ratification. Not later than the next regularly scheduled Board meeting after ratification by the Union, the contract shall be submitted to the Board for approval. The contract shall be signed by both parties. The board will print and distribute copies to union members.

#### **D. Dispute Settlement Procedures**

1. If, after forty-five (45) calendar days prior to the expiration of the Master Agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations on unresolved issues only. If a party requests FMCS involvement, the other party shall agree to submit a joint request
2. The parties shall meet at the request of the mediator. The mediator shall only have the authority to assist the parties in reaching an agreement. If there are any joint costs incurred during mediation, they shall be shared equally by the Board and the Union. At any time following the involvement of the mediator, either party may declare impasse, which declaration shall be deemed to have exhausted the Dispute Settlement Procedure.
3. It is agreed that the procedures set forth in this Section constitute a mutually agreed Dispute Settlement Procedure which supersedes the procedures contained in Ohio Revised Code 4117.14, except that the Union does retain the right to strike by following the procedures required in Ohio Revised Code Chapter 4117.

## **ARTICLE 6    GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A “grievance” is a claim alleging a specific misinterpretation, misapplication or misunderstanding of any provision of this Agreement.
2. The “aggrieved” must be an employee or a group of employees or the Association but the party bringing the grievance must have a specific interest in the grievance so as to have standing to bring the grievance.
3. The aggrieved shall have the right in his/her sole discretion to be accompanied by, receive the assistance of, or be represented by any representative of the Union at any stage of the Formal Procedure.
4. “Days” shall mean calendar days, exclusive of Saturdays, Sundays, holidays, calamity days, and other scheduled breaks in the program year.

### **B. Rights and Restrictions**

1. Every employee shall have the right to present his/her grievance, to be free from coercion, interference, discrimination, restraint or reprisal.

### **C. Informal Procedure**

1. An employee with a grievance or complaint may discuss the grievance or complaint with his/her Immediate Supervisor with the objective of resolving the matter informally at that level. Resolution of the matter shall occur within five (5) days.
2. A grievance shall be initiated through the Informal Procedure within twenty (20) days from the date the employee knew, or should have known, or be waived. Where the grievance involves a salary or fringe benefit error by the Administration, the aggrieved may receive up to a two (2) year retroactive correction in arbitration.

### **D. Formal Procedure**

1. Level One
  - a. If the aggrieved is/are not satisfied with the results of the discussion above, or the aggrieved chose not to use the Informal Procedure, the aggrieved shall present the formal grievance on the attached form (Appendix A) to the Supervisor, with a copy forwarded to the Union President.

- b. The Immediate Supervisor shall conduct a conference within five (5) days at a mutually agreeable time and place.
- c. A written decision shall be rendered by letter, by the Immediate Supervisor, within five (5) days after the conference, to the grievant and the Union President.

2. Level Two

- a. Within five (5) days after receiving the Level One decision and assuming no satisfaction, a written notice to continue the grievance must be submitted to the Superintendent. If written notice to continue the grievance is not submitted to the Superintendent within five (5) days, the grievance shall be waived. If no decision is rendered within the time limits during any step of the grievance procedure, the grievance will automatically proceed to the next level.
- b. The Superintendent shall decide the grievance within ten (10) days from receipt. Mutual agreements to extend this time to twenty (20) days shall not be unreasonably withheld.

3. Level Three

- a. Within ten (10) days of receiving the decision of the Superintendent, and assuming no satisfaction, an employee may appeal the decision to arbitration if a written notice to continue is initiated by the employee, in writing, to the Superintendent.
- b. If the employee and/or his/her representative and the Superintendent and/or his/her designee cannot agree on an arbitrator within five (5) work days, the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance to its rules.
  - 1. The arbitrator will be selected from a list of seven (7) names, at least three (3) of whom must be Ohio residents, from which the parties shall, upon the flip of a coin, alternately strike a name until one remains and that person shall serve as hearing officer for the arbitration.
- c. The arbitrator's decision is to be rendered in writing, with copies to the Superintendent, the Union representative, and the employee. The cost shall be equally borne by the Board and the Union.
- d. The decision of the arbitrator shall be binding on all parties. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of the Collective Bargaining

Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein.

1. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- e. The arbitrator shall not fashion any remedy which directly changes the intent and purpose of the Contract provision(s) being grieved. If either party feels the arbitrator has exceeded his/her authority, the party may appeal the decision to the appropriate court.

#### **E. Records**

1. Forms for filing and processing grievances shall be designated by the Superintendent or his/her designee and the Association and shall be a given appropriate distribution so as to facilitate the operation of the Grievance Procedure.
2. Copies of all documents, communications, or records dealing with a grievance shall be furnished to all parties as the grievance proceeds. In addition, one (1) copy of each shall be retained in a grievance file which shall be separate from the personnel file.

#### **F. Stipulations**

1. Failure of aggrieved to comply with the limitations set forth in this Article shall void the grievance.
2. No employee shall file a grievance after the effective date of his/her resignation except in matters of administrative errors in wages and/or fringe benefits.
3. The Union reserves the right to withdraw its supports of a grievance. The aggrieved may always seek, individually, further resolution through normal administrative channels. He/she may not be represented by any other individual, organization or group at any time in this Grievance Procedure.
4. The final and binding arbitration procedure agreed to herein shall be the sole and exclusive method of resolving disputes involving this Agreement. In exchange for final and binding arbitration, the aggrieved employee hereby waives his/her right to appeal any such dispute to the State Personnel Board of Review and/or the Department of Administrative Services.

## ARTICLE 7    SENIORITY

- A.** The seniority status of all current Transportation Department employees represented by OAPSE Local 044 at the date of ratification of this agreement is attached as Exhibit “A”: Seniority List. The list is arranged from top to bottom by most to least seniority.
- B.** The Union, the employees constituting the bargaining unit, and the Board hereby accept by the Local 044 President’s and the PCBDD Superintendent’s dated signatures on the attached Exhibit “A” as accurately reflecting the seniority status of all listed employees. No grievance shall be filed by any employee listed on Exhibit “A” regarding placement on the seniority list during the term of this Agreement.
- C.** Seniority for any Local 044-represented employee not listed in Exhibit “A” shall be determined by continuous length of service once hired as a permanent full-time or permanent part-time employee with the Board as computed from the first day of continuous employment in the Transportation Department. Upon successful completion of the probationary period such seniority shall revert back to the date of hire as a substitute in the Transportation Department, if applicable.
- D.** The Board shall provide to the OAPSE Local 044 President, an updated Exhibit “A” seniority list on/or about October 15 of each program year of the agreement. The OAPSE Local 044 President will certify the accuracy of the updated seniority list by signing and dating the list and returning it to the Superintendent for his/her signature no later than five working days after receipt. No grievance shall be filed by any employee listed on the yearly updated Exhibit “A” seniority list regarding placement on the seniority list once the list has been signed and certified by the Local 044 President.
- E.** If two or more employees have identical seniority as defined in 7.C, their Exhibit “A” seniority list status shall be determined by a toss of a coin.
- F.** An employee’s seniority status shall be terminated when any of the following occurs:

  - 1. the employee resigns
  - 2. the employee is discharged for just cause
  - 3. the employee is laid-off for a period exceeding twenty-four (24) months;
  - 4. the employee retires



5. the employee becomes unable to perform his/her duties due to illness or injury and is unable to return to work upon the expiration of any approved leave applicable to him/her
6. The employee refuses recall from layoff or fails to report to work within ten (10) working days from the date the employer sent the employee a recall notice. The recall notice shall be sent by certified mail.
7. The employee fails to report for more than three (3) working days without having given the employer advance notice of his/her pending absence, unless s/he is physically unable to do so as certified by the appropriate authority.

## ARTICLE 8    LAY-OFF/RECALL

### **A. Lay-off**

1. Whenever the Board deems it is necessary to reduce the work force because of lack of work or funds or whenever it is advisable in the interest of economy of efficiency to reduce the working force, the Board shall lay off employees in the following order.
  - a. Newly hired employees, within the bargaining unit classification affected by the lay-off, who have not completed their initial probationary period;
  - b. Permanent employees (full or part-time) within the bargaining unit classification effected by the lay-off shall be laid-off in the basis of uninterrupted Board seniority (least to most). In the event of equal Board seniority between two members, the decision shall be made by a toss of a coin.
  - c. All layoffs shall be according to seniority. The least senior employee by classification seniority shall be laid off first. The employee slated for layoff may bump the least senior employee in the same classification at the other route assignment location provided the employee slated for layoff has more seniority. Otherwise, the employee slated for layoff may bump the least senior employee in the next lower classification(s) at either route assignment location provided the employee slated for layoff has more seniority.
  - d. Employees will be notified by the Board no less than thirty (30) days prior to the effective date of any layoff.
2. No scheduled absence of more than thirty (30) days shall be filled by substitute employees while any permanent full-time or permanent part-time employee has been laid off and remains on the recall list.

### **B. Payment of CDL Rate/Position Abolishment**

1. All transportation employees being paid a Vehicle Operator with CDL rate of pay at the time of ratification will continue to be paid at the Vehicle Operator with CDL rate of pay if an abolishment of routes or reduction in force results in them being involuntarily assigned to drive a vehicle that would be paid at a Vehicle Operator without CDL rate of pay.
2. If an abolishment of routes or reduction in force during any time in a program year results in an employee being involuntarily assigned to a non-driving position with a lower rate of pay, the employee would continue to be paid their current rate of pay and not the lower rate of pay for the duration of that

program year. In any subsequent program year, the employee would be paid at the rate of pay commensurate with their position/assignment even if that rate of pay is less than their rate of pay in the previous program year.

3. If an employee voluntarily takes a position at a lower rate of pay, s/he will be paid that lower rate of pay.

### **C. Recall**

1. Employees shall be offered recall to employment in the inverse order of lay-off. Laid-off employees are not entitled to be recalled to a particular position and may be assigned to any position for which they are qualified. Vacancies shall be bid as per Article 11 prior to recall.
2. An employee who has been laid-off shall have his/her name and address kept on a recall list for a period of twenty-four (24) months from the date of the lay-off unless the employee waives his or her right to be recalled in writing, resigns, or fails to report to work within ten (10) days from the date the recall notice was mailed to the employee.
3. The Board shall send a recall notice to the employee's last known address via registered or certified mail. A copy of the recall notices shall be given to the Union. The employee must inform the Board in writing of any and all changes in the employee's address and mailing a recall notice to the last address provided by the employee shall constitute compliance by the Board.

## ARTICLE 9     DISCIPLINE PROCEDURE

### **A. Procedure**

1. The Board agrees that principles of progressive corrective action will be followed with respect to minor offenses; that is, an oral warning for the first offense and any subsequent offenses where such action is deemed appropriate, one (1) or more written reprimands prior to any suspension for subsequent offenses. Thereafter, more severe corrective action may be taken to the affected member immediately upon their publication. Immediate corrective action will be taken in cases of serious and /or overt actions.
2. Any objections to or allegations regarding such corrective action or documents by the affected employee, may be pursued through the Grievance Procedure and Arbitration Procedure as provided herein.
3. During January and July of each year, written reprimands and/or suspensions of five (5) days or less will cease to have force and effect and will no longer be referred to in subsequent disciplinary matters, providing that two (2) years have elapsed after the effective date of the reprimand or suspension, and providing there are no intervening reprimands or suspensions during the two (2) year period.

### **B. Suspension and Discharge**

#### 1. Definitions

Nothing in this Section applies to a probationary removal made during employee"s probationary period.

- a. "Discharge" constitutes a permanent separation from the program. An employee who has been removed will usually not be considered eligible for further employment.
- b. "Suspension" is an involuntary separation from active pay status. A suspension is made for a definite and stated period of time, at the end of which the employee returns to normal employment status.
- c. "Reduction" is a change to a bargaining unit classification with lower base pay range.
- d. "Removal" is an involuntary separation from active pay status due to the employee no longer being qualified for the position.

2. Grounds for Discharge, Removal, Suspension and Reduction

- a. The grounds for any of these actions are: incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty or administrative rules of the Board, no longer qualifying or any other acts of misfeasance, malfeasance, or non-feasance in the office. One (1) or more of these bases must be cited in every action of discharge, removal, suspension, or reduction.
  - b. Absence Without Leave: Any employee who absents himself/herself from duty habitually, or for three (3) or more successive duty days without notice to the Superintendent of the reason for such absence, may be subject to removal for neglect of duty. Through proper use of leave provisions, these matters will be avoided.
  - c. In any case of reduction, suspension of more than three (3) working days, removal or discharge, the Board shall furnish such employee with a copy of the order of reduction, suspension, removal or discharge, which order shall state the reasons therefore.
3. The employee may grieve any disciplinary action.

## **ARTICLE 10 PERSONNEL FILES AND COMPLAINTS**

### **A. Personnel Files**

1. The board shall maintain the official Personnel File for each staff member in the Board Office in accordance with applicable Ohio law. The Board respects the privacy of employee information and considers the information in a Personnel File to be confidential. It is released only to the authorized Management Personnel on a „need to know“ basis. However, by state law, public employees“ Personnel Files are public records. Therefore, they may be released to members of the public who make requests and pay the costs established by Board policy.
2. To the extent that the board is not specifically required by state law to provide public access to a staff member's home address, home telephone number, and social security number, The Board and Association agree that this information shall remain private and confidential. The parties agree that these documents and this information shall be provided to any legitimate state authority upon request including any police, prosecutor, and/or court of law request or subpoena.
3. Material concerning a staff member's professional conduct and/or job performance shall be placed in the staff member's file after s/he has read such material. S/he shall acknowledge that s/he read such materials by affixing his/her signature and date on the copy to be filed. His/her signature signifies that s/he has read the material and does not necessarily indicate agreement with its content.
4. A staff member shall be permitted to examine his/her file within two days of notification to the Superintendent's office and may be accompanied by a person of his/her choice during normal business hours in the presence of the Director of Human Resources or his/her designee. The staff member may request copies of any material placed in his/her file after his/her employment by the Board.
5. By mutual agreement of the staff member and the Director of Human Resources, material that has been found inappropriate, inaccurate, and/or untimely shall be removed from the staff member's file as permitted by state law.
6. A staff member shall be permitted to place material in his/her file in answer to material already placed in the file. Answers shall be attached to the related material.
7. Materials placed in the staff member's file must be identified in such a manner that the author and the person placing the material in the file are known.

8. The Board shall notify a staff member when a member of the public has accessed his/her personnel file. Such notification shall include the name of the person, if known, accessing the file and his/her organization, if applicable. The person who is reviewing the file shall be informed that the staff member will be notified. Such notice shall be provided to the staff member within three (3) workdays of the file having been reviewed.

## **B. Non-Employee Complaints**

1. Prior to Administrative Action based primarily on a formal complaint by a non-employee of the board, the member of the Bargaining Unit affected shall be informed as to the nature of the complaint. Any complaints of this nature shall not be recorded in an employee's personnel file. Anonymous complaints shall be discarded.

## **C. Evaluations**

1. All employees may be evaluated annually by the Supervisor of Transportation Services at his/her discretion. The employee to be evaluated shall be notified at least twenty-four (24) hours in advance of any evaluation.
2. Following an evaluation, the Supervisor of Transportation Services will review the results of the evaluation with the employee. The employee shall sign the evaluation to acknowledge such review with the Supervisor; however, the employee's signature shall not be construed to imply agreement or disagreement with the contents of the evaluation. The employee shall also receive a copy of the evaluation at the time of review.
3. The employee shall have the right to respond to any evaluation, within thirty (30) days. Any written response shall be attached to the evaluation and filed.

## **ARTICLE 11   VACANCIES, PROMOTIONS AND TRANSFERS**

- A.** A “vacancy” shall mean a bargaining unit employment position not filled due to resignation, retirement, death, promotion, transfer, employment termination, or the creation of a new bargaining unit position.
- B.** Notice of each vacancy shall be posted no later than ten (10) working days following the occurrence of the vacancy. The notice shall be posted in a conspicuous place in each building for a period of five (5) workdays. A copy of each notice of vacancy shall also be given to the Local Union President on the first day of any such posting.
- C.** Bargaining Unit Members who want to apply for a vacancy must do so not later than the end of the fifth (5<sup>th</sup>) day of any such posting. The application must be in writing and on a form supplied by the Employer.
- D.** The best-qualified applicant shall be awarded the vacant position within thirty (30) calendar days after posting. Such factors as a bargaining unit member’s work record, attendance and seniority shall be considered. Seniority shall be the disposing factor if, and only if, the applicant’s respective qualifications are reasonably equal.
- E.** A “transfer” shall mean either the voluntary or involuntary reassignment of bargaining unit members, between or among exiting bargaining positions.
- F.** Two (2) or more bargaining unit members may request a voluntary transfer between or among positions. Any such request must be in writing and signed by all such bargaining unit members. A bargaining unit member cannot request a transfer, nor be party to any such request, more than once during any calendar year. Any such requests may be granted at the Employer’s discretion.
- G.** A bargaining unit member may be involuntarily transferred for up to thirty (30) days per calendar year. An involuntary transfer shall only be made in extraordinary or emergency circumstances. The Employer bears the burden of showing, by clear and convincing evidence, the degree of the circumstances and/or emergency that necessitated the involuntary transfer.
- H.** Vacancies that occur due to the absence of a Vehicle Operator/Vehicle Attendant will first be filled by a Permanent Substitute. If a Permanent Substitute is not available to fill the vacancy, the opening shall then be filled by seniority rotation among qualified bargaining unit employees for the duration of the absence of the Vehicle Operator/Vehicle Attendant.



## **ARTICLE 12   PROBATIONARY PERIODS**

- A.** The purpose of a probationary period is to provide the Employer sufficient time to evaluate a bargaining unit member's ability and performance regarding the position to which the member has been hired or appointed.
  
- B.** The probationary period for all newly-hired employees shall be one hundred twenty (120) days from date of hire plus the number of days that the employee was absent during the initial one hundred twenty (120) day probationary period. The probationary period for current bargaining unit members who, successfully bid on another job classification or another position within the present classification, are promoted, or are transferred, shall be thirty (30) days plus the number of days the bargaining unit member was absent during the initial thirty (30) day period.
  
- C.** An employee's employment may be terminated during the one hundred twenty (120) days probationary period plus the number of days absent at the Employer's discretion. Termination of a newly-hired employee's employment during the probationary period is not subject to the parties' grievance/arbitration procedure nor is such termination subject to appeal to the State Personnel Board of Review.
  
- D.** A current bargaining unit member may be removed from any position during the thirty (30) day probationary period at the Employer's discretion. Any such removal may be subject to the parties' grievance/arbitration procedure but is not subject to appeal to the State Personnel Board of Review. In the event a thirty (30) day plus the number of days absent removal is pursued through arbitration, then the sole issue to be submitted is "whether the Employer abused its discretion in removing grievant from the position." The grievant bears the burden of showing, by clear and convincing evidence, that the Employer abused its discretion in any such removal.
  
- E.** Upon successful completion of a probationary period an employee's seniority shall be retroactive to the first day of the probationary period.
  
- F.** Current employees who successfully bid, are transferred, or are promoted to a position that the employee has worked one hundred twenty (120) days within the last three (3) years need not serve a thirty (30) day probationary period.

## **ARTICLE 13   MISCELLANEOUS**

### **A. Smoke-Free Environment**

1. The parties agree that the movement toward smoke free facilities is desirable in promoting a healthful environment for all persons who enter Board facilities.
2. Employees desiring to participate in "Stop Smoking" programs will be reimbursed up to fifty (50%) of the cost of the program, not to exceed two hundred dollars (\$200.00).
3. Smoking shall be prohibited in Board owned vehicles.
4. There shall be a smoking area designated outside of each building pursuant to the requirements of the Ohio Revised Code Chapter 3794.
5. Any person(s) in violation of the smoke-free policy may be subject to disciplinary action.

### **B. Drug-Free Workplace/Drug Testing**

1. The Board shall adopt a policy for a Drug-Free Workplace consistent with the Drug-Free Workplace Act of 1988 and this Collective Bargaining Agreement. The parties acknowledge that mandatory and/or random drug testing may be required pursuant to existing or future Federal or State laws.
2. Effective April 1, 1997, any bargaining unit member required to submit to either drug and/or alcohol testing per the existing policies or requirements shall be paid forty-five (45) minutes for the time involved in any such testing regardless of the actual amount of time involved.

## ARTICLE 14   HOURS/FIELD TRIPS

### **A. Regular Routes**

1. Regular routes shall be defined as taking students/clients to and from their place of residence and Happy Day School.
  - a. Permanent part-time bargaining unit employees shall be guaranteed a four (4) hour daily minimum, 180 minutes of which will be the maximum actual transport time.
  - b. Full-time bargaining unit employees shall be guaranteed a six and one-half (6-1/2) daily minimum, 330 minutes of which will be the maximum actual transport time.
  - c. The remaining time is to cover vehicle maintenance, paper work, and pre-trip inspection.
  - d. Buses shall be washed and/or cleaned on the inside and outside by the transportation personnel at the discretion of the Supervisor of Transportation Services.

NOTE: Workdays may be scheduled up to eight (8) hours per day with one (1) hour a day to be used for vehicle maintenance, vehicle cleaning, and paperwork.

2. The Board may assign a centralized parking spot or spots for its vehicles.

### **B. Position Assignments**

1. The positions shall be assigned in accordance to Article 14.C.1. and Article 11.D.
2. No employee shall be reduced in accrued benefits during a program year.
3. Reduction(s) in hours, then may be assigned as needed during the allotted hours.

## **C. Route Assignments**

1. Happy Day School
  - a. Regular routes shall be assigned by seniority annually before the start of the program year. Regular routes may be reassigned during the program year when deemed necessary by the Supervisor of Transportation Services.
2. Route assignment day shall occur during the week prior to the program year start date.
  - a. Notification of route assignment day shall be designated no later than one (1) week prior to the program year start date.
  - b. Information regarding the route structure shall be available, if possible, twenty-four (24) hours prior to any route assignments.
  - c. Employees who plan to be absent on route assignment day must make prior arrangements in writing with their supervisor regarding their route selection.

## **D. Extra Trips—Happy Day School**

1. Extra trips shall be defined as:
  - a. Field Trips
  - b. Non-Regular Routes (including, Special Olympics)
  - c. Mail Runs
2. Employees assigned to extra trips must possess a valid license to operate the assigned vehicle.
  - a. A sign up list for extra trips shall be available one (1) week prior to the beginning of the program year and additional sign up period during the program year will be made available during the second week of January for field trips and mail runs being effective the first work day in February.
  - b. New employees may sign up upon the completion of twenty (20) working days of permanent employment.

- c. Non-Regular Routes shall have employees listed by seniority. Employees on the list without a monthly assignment shall be called "Extras." "Extras" shall cover routes in the event an assigned driver is unavailable for any reason. "Extras" shall be assigned in the order they appear on the list.
  - d. Field Trips and shop trips shall be assigned by seniority of those whom are on the list and by the date the field trip or shop trip request is received in the transportation office. Every attempt will be made to assign field trips at least 5 days in advance of departure date.
  - e. Community Training mail run routes shall be listed, assigned, and rotated by the week.
3. In the event an assigned driver is unable to take an Extra Trip for any reason, these trips will be offered first to other contracted drivers on that particular sign up list. If no driver accepts the Trip, it shall be assigned as deemed necessary by the Supervisor of Transportation Services/or designee.
4. Two (2) refusals of assigned Extra Trips per sign-on period shall be cause for the driver to be removed from the Extra Trip List for the remainder of that time period unless:
- a. The driver of a Field Trip was not notified at least forty-eight (48) hours prior to the scheduled departure time of the Field Trip.
  - b. Driver had leave approved prior to the assignment of the extra trip.
  - c. A driver may refuse two weekend trips per sign up period without them counting as refusals.
  - d. The driver is obligated on another list. (order of priority: non-regular, field trip, mail run, shop trip).
5. In the event there are insufficient drivers available from the lists to cover trips, the Board reserves the right to seek outside transportation for said trips for the balance of the sign up list.
6. Field trips are expected to return to Happy Day School at approximately thirty (30) minutes prior to the first P.M. loading bell as often as is possible. The administration will notify relevant staff of this expectation.

## **E. Payment for Field Trips**

1. Field Trips will be paid at a two (2) hour minimum at a driver's regular rate.
2. All Field Trips which are canceled with less than twelve (12) hours" notice to the driver, shall cause the driver to be paid one and one half (1-1/2) hours at the applicable rate of pay.
3. In the event the vehicle used for a field trip or extra trip requires operation by a CDL-licensed driver, the assigned driver will be compensated as follows:
  - a. Drivers normally assigned to the Vehicle Operator with CDL classification will be compensated at their regular rate.
  - b. Drivers normally assigned to the Vehicle Attendant classification will be compensated on the Vehicle Operator with CDL wage schedule at Step 0.
  - c. The two hour minimum payment and/or the twelve hour minimum notice language, contained in Subsections F.(1) and/or F.(2) above, are not applicable to shop runs.

## **F. Non-Regular Route Time**

1. Non-regular routes scheduled under section 14.D. shall be paid at drivers" regular pay rate. Canceled trips shall be paid at average hours to be figured off previous time cards not to exceed one and one half (1-1/2) hours per day.

**ARTICLE 15   WAGES AND OVERTIME**

- A. +\$0.50 per hour salary increase for Vehicle Operator with CDL, Vehicle Operator without CDL, and Vehicle Attendant effective: 9/1/2019.
- B. +\$0.50 per hour salary increase for Vehicle Operator with CDL, Vehicle Operator without CDL, and Vehicle Attendant effective: 9/1/2020.
- C. The employees' respective wage rates shall be as follows:

1. VEHICLE OPERATORS WITH CDL & PERMANENT SUBSTITUTE

STEP	9/1/2018	9/1/2019	9/1/2020
0	\$16.91	\$17.41	\$17.91
1	\$17.26	\$17.56	\$18.26
2	\$17.64	\$18.14	\$18.64
3	\$18.04	\$18.54	\$19.04
4	\$18.41	\$18.91	\$19.41
5	\$18.81	\$19.31	\$19.81
6	\$19.21	\$19.71	\$20.21
7	\$19.67	\$20.17	\$20.67
8	\$20.14	\$20.64	\$21.14
9	\$20.60	\$21.10	\$21.60

2. VEHICLE ATTENDANT

STEP	9/1/2018	9/1/2019	9/1/2020
0	\$11.64	\$12.14	\$12.64
1	\$11.82	\$12.32	\$12.82
2	\$12.03	\$12.53	\$13.03
3	\$12.22	\$12.72	\$13.22
4	\$12.41	\$12.91	\$13.41
5	\$12.65	\$13.15	\$13.65
6	\$12.85	\$13.35	\$13.85

3. VEHICLE OPERATOR WITHOUT CDL

STEP	9/1/2018	9/1/2019	9/1/2020
0	\$14.75	\$15.25	\$15.75
1	\$15.00	\$15.50	\$16.00
2	\$15.27	\$15.77	\$16.27
3	\$15.55	\$16.05	\$16.55
4	\$15.82	\$16.32	\$16.82
5	\$16.09	\$16.59	\$17.09
6	\$16.40	\$16.90	\$17.40

- D. The Board shall make a good faith effort to distribute the opportunities to work overtime as equally as possible to all qualified employees observing seniority whenever appropriate.
- E. Employees who are temporarily assigned by the Supervisor of Transportation Services to drive a vehicle that requires operation by a CDL-licensed driver will be compensated as follows:
1. Employees normally assigned to the Vehicle Operator with CDL classification will be compensated at their regular rate.
  2. Employees normally assigned to the Vehicle Operator without CDL classification will be compensated on the Vehicle Operator with CDL wage schedule at their current step.
  3. Employees normally assigned to the Vehicle Attendant classification will be compensated on the Vehicle Operator with CDL wage schedule at step 0.
- F. Vehicle Attendants who are temporarily assigned to drive a vehicle that does not require operation by a CDL-licensed driver will be compensated on the Vehicle Operator without CDL wage schedule at their current step.
- G. Employees who are assigned by the Supervisor of Transportation Services to be an On-the-Bus Instructor (OBI) will be compensated at \$21.00 per hour for all hours worked as OBI September 1, 2018. OBI rate to include agreed upon \$0.50 per hour increase each year of the Agreement.



## **ARTICLE 16   INSURANCE**

- A.** Agree to all insurance provisions in Articles 8A through 8I of the PCEAMR Unit A Master Agreement and corresponding appendices as ratified by PCEADD Unit A on August 10, 2007 and accepted by the Portage County Board of DD on August 15, 2007 for contract period 9/01/06 through 8/31/09. Agree to insurance provisions accepted by PCEADD Unit A in successor agreements beginning 9/01/09, except that part-time employees will pay seventeen percent (17%) of the premium for family coverage.
  
- B.** The Board shall provide and pay the premium for Term Life Insurance coverage for each permanent employee. Such coverage shall be in the amount of fifty thousand (\$50,000.00) for each permanent employee.
  
- C.** Fringe benefits are provided on a twelve (12) month basis, and nine (9) month employees under contract on the last work day in June, shall have the benefits as provided for in this agreement over the summer.
  
- D.** All Union employees with health insurance coverage as described in Article 16 must annually complete and sign a "Section 125 Premium Only Election Form." When authorized by the Union employee, Union employee's premium contributions will be deducted from paychecks pre-tax, as allowed by Internal Revenue Section 125.

## ARTICLE 17   VACATIONS AND HOLIDAYS

### **A. Permanent full-time employees shall be entitled to receive vacation with pay as follows:**

1. An employee is entitled to ten (10) working days of paid vacation per year upon the completion of his/her first year of employment and annually, thereafter, up to eight (8) years of full-time service with the Board.
2. An employee is entitled to fifteen (15) working days of paid vacation per year, upon the completion of eight (8) or more years of full-time service with the Board.
3. An employee is entitled to twenty (20) working days of paid vacation per year, upon the completion of fifteen (15) or more years of full-time service with the Board.
4. An employee is entitled to twenty-five (25) working days of paid vacation per year, upon the completion of twenty-five (25) or more years of full-time service with the Board.
5. Employees must give fifteen (15) calendar days written notice for vacations of three (3) days or longer, and as far in advance as possible, but in no event less than three (3) work days in advance for vacations of two (2) days or less, except in emergencies.
6. Vacation benefits are cumulative for up to three (3) years.
7. A permanent full-time employee is entitled to compensation at his/her current daily rate of pay for the prorated portion of any earned vacation leave for the current year to his/her credit at time of separation, provided employee has completed his/her first full year of employment with the Board.
8. Employees shall be paid their regular hourly rate of pay for all hours of vacation. Hours per day shall be the employees regularly scheduled workday.
9. Vacation shall accrue annually and be granted for the year on the employee's anniversary date at the rate of annual accrual divided by twelve (12), until completion of the first year of employment. After the first year, vacation will accrue bi-weekly.
10. Personal days do not have to be used prior to using any ten (10) days of unpaid vacation leave of absences.

**B. Full-time Employees**

1. All full-time permanent employees earn vacation leave in accordance with their number of years of service.
  - a. For the purpose of computing annual leave, vacation must be computed in terms of years of service, each year being computed on the basis of twenty-six bi-weekly pay periods accumulated by a person.
  - b. Vacation Leave is available at the employee's first anniversary of employment.

**C. Holiday Observance**

1. Full time employees regularly scheduled 32-1/2 hours of work per week, 260 days per year shall receive holiday pay.
  - a. The following holidays are recognized:

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

2. In the event that a holiday falls on Sunday, the Monday immediately succeeding shall be observed as the holiday. In the event that a holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday.
3. If an employee's work schedule is other than Monday through Friday, said employee is entitled to a holiday for holiday observed on the employee's day off, regardless of the day of the week the holiday is observed.
4. Employees must be in active pay status in order to receive a holiday. Unauthorized leave of absence of the day immediately preceding or following a designated holiday constitutes temporary removal from active pay status.
5. In the event an employee is required to work on a holiday, the employee shall be paid for the holiday and for the work performed on that day.

## ARTICLE 18   LEAVES OF ABSENCE

### **A. Sick Leave**

1. All employees earn Sick Leave at the rate of .0575 hour for each hour worked. Credit is given for all time in active pay status, including vacation, Sick Leave, and overtime. Sick Leave is not earned for time on unpaid leave of absence or layoff.
2. An employee is to be charged for Sick Leave, only for hours upon which he/she would otherwise have been scheduled to work; except that when facilities are closed, no charge to Sick Leave will be made. Sick Leave payment will not exceed the normal scheduled work day earnings for each employee.
3. Unused Sick Leave is cumulative without limit.
4. Sick Leave shall be granted to employees, upon approval of the Supervisor of Transportation Services, for the following reasons:
  - a. Absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees; and to illness, injury or death in the employee's immediate family.
    - i. Under reasonable circumstances Sick Leave may be granted for death outside of the employee's defined immediate family upon approval of the Superintendent.
    - ii. Up to three (3) days of Sick Leave per program year may be advanced for purposes of death in the immediate family. Such advancement shall be made only if an employee has exhausted all other leave accumulation.
  - b. Medical, dental, or optical examination or treatment of employee or a member of his/her immediate family.
5. Definition of immediate family: grandparents, brother, sister, brother-in-law; sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or the person who stands in place of a parent (loco parentis), or any other permanent resident of the household.

6. For each use of Sick Leave, each employee shall be required to complete the Sick Leave Form. For each use of Sick Leave, employees must report to the Transportation Office and complete and submit the All Purpose Leave Form before reporting to their respective workstation. If medical attention is required or used while on Sick Leave, the employee is required to submit the name and address of the attending physician, as requested.
7. Falsification of the written signed statement or physician's certificate may be grounds for disciplinary action. Employees who fail to comply with Sick Leave rules and regulations shall not be paid for the hours of absence.
8. An employee who transfers from one public agency to another, or who is reappointed or reinstated, or who transfers from one County department to another, shall be credited with unused balance of his/her cumulative Sick Leave, provided the time between separation and reappointment does not exceed ten (10) years.
  - a. The words "public agency" as used A.8 of this article include the State, Counties, Municipalities, and all Boards of Education within the State of Ohio.
  - b. The amount of Sick Leave transferred to County service shall not be greater than the maximum accumulation allowed for County employees.
9. When an employee is incapacitated and is unable to report to work, he/she shall notify by telephone or other means of communication, his/her Immediate Supervisor (or other designee) as soon as possible prior to or on the first day of absence. (If such notification is made after 6:00 A.M., except in extenuating circumstances, the absence may be charged upon the recommendation of the Superintendent or his/her designee, to leave without pay). If an employee reports off sick for a working day and decides to return the next working day, no further calling is necessary.

## **B. Personal Leave**

1. Each nine-month employee shall be granted three (3) days per contract year, with pay, as Personal Leave.
  - a. These days shall be unrestricted, which means requiring no reason, subject to Article 18.B.3-10.
  - b. Personal Leave shall be prorated to the nearest day during an employee's first year of service, or at termination of employment when an employee works less than the scheduled days of the program year.

2. Unless an emergency demanding immediate absence, an employee intending to use a Personal Leave day shall notify the Superintendent as far in advance as possible, but in no event less than three (3) work days in advance of his/her intention to do so.
3. Personal Leave for more than the days specified in B.1 of this article shall be at the discretion of the Superintendent.
4. Personal Leave shall be non-cumulative; and shall not be used to extend breaks or holidays.
5. Should any employee apply for and be denied in writing personal leave on two (2) or more occasions in any program year, the employee shall be paid for the number of days denied and unused at the end of the program year.
6. No more than one (1) nine-month staff and/or one (1) twelve-month staff may be on scheduled Personal Leave any given day, except in an explained emergency as approved by the Superintendent.
7. Nine-month employees may not use Personal Leave the first five (5) days or the last five (5) days of a school year, except in approved emergencies.
8. No Personal Leave days will be granted employees on days when in-service meetings have already been scheduled, except in approved emergencies.
9. Personal Leave shall not be used for gainful employment to another employer or earned income through any other means. However, in extenuating circumstances, exceptions may be made with the approval of the Superintendent.
10. Any dispute over which employee is entitled to the Personal Leave day will be resolved by the Supervisor on a first-come/first-served basis.
11. Minimum use of Personal Leave will be in half-day blocks.
12. Any employee who does not use sick leave during the program year shall receive an attendance bonus as follows:
  - a. 184-day program year employees      \$300.00
13. Any employee who uses no more than one (1) day of sick leave during the program year shall receive an attendance bonus as follows:
  - a. 184-day program year employees      \$150.00

14. The attendance bonus will not be paid to employees who use unpaid leave.

### **C. Unpaid Paternity/Maternity/Adoption Leave**

1. Any staff member may use Sick Leave for absence due to disability caused or contributed to by pregnancy interruption, childbirth, and recovery there from (hereafter collectively referred to as "pregnancy"). Maternity leave may be used in lieu of Sick Leave when any staff member has exhausted Sick Leave or after the period of disability as verified in writing by the employee's physician. A staff member who is pregnant, or adopting a child less than one (1) year of age, may request and shall be entitled to a leave of absence without pay for maternity or child care reasons to being any time during the pregnancy, or in the case of adoption upon receipt of custody. Such leave may be for up to six (6) working months and an additional six (6) working months, upon request of the employee.
2. Application For Leave
  - a. Application for Maternity Leave shall be filed on the Leave Absence Form and shall contain a statement on the expected date of birth, or, in the case of adoption, the date of obtaining custody; the date on which the leave is to commence and the term of the leave. In the case of pregnancy interruption, the staff member shall be entitled to reinstatement within the (10) working days.
3. Rights While On Leave
  - a. Any staff member on Maternity Leave or Child Care Leave shall be entitled to request, and receive the right, to continue to be covered by any or all insurance, if available, provided the employee pays to the Business Administrator, in advance each month, the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave.
4. Reinstatement Rights
  - a. The employee shall be entitled to reinstatement at the expiration of leave to the same or similar assignment by forwarding a letter to the Superintendent of intent to return at least thirty (30) calendar days prior to returning.

5. Child Care Leave

- a. Child Care Leave provisions of Maternity Leave apply to adopting parents (father and/or mother).

**D. Other Leaves**

1. Leave without Pay

- a. The Board may grant Leave of Absence without Pay to an employee for a maximum of six (6) months for any personal reason(s) of the employee. The leave of absence request shall be returned to the employee no later than seven (7) working days prior to the first date of the leave.
- b. Leave of Absence may be granted for a maximum period of two (2) years for purpose of education, training or specialized experience which would be of benefit to the service by improved performance of any level, or voluntary service in any governmentally-sponsored program of public betterment without prior approval, such leave shall not be used by an employee for vacation or gainful employment.
- c. Reinstatement Rights
  - i. The employee shall be entitled to reinstatement, at the expiration of Leave of Absence, to the same or similar assignment by forwarding a letter to the Superintendent of intent to return at least thirty (30) calendar days prior to returning.

2. Union Leave

- a. The Board shall grant the President of the Union or his/her designee(s) five (5) unpaid days of his/her choice per year to attend conferences of the Union. Released time shall not be deducted from any other leave. Notification for use of leave shall be made at least twenty-four (24) hours in advance, except in extenuating circumstances. Union leave shall be considered authorized leave and shall not count against attendance bonus even though Union Leave is unpaid.



## **E. Family Medical Leave Act**

1. Eligible employees shall be entitled to leave pursuant to the Family Medical Leave Act (FMLA) during any twelve (12) month period. All accumulated sick leave shall be utilized and count toward the FMLA entitlements. Seniority shall accumulate during a FMLA leave.

## **F. Assault Leave**

1. Any employee who is injured as a result of an assault by a consumer while performing assigned duties will be granted a paid leave of absence for up to thirty (30) days commencing with the first day's absence. the leave must begin by the third workday following the assault.
2. The staff member shall notify, as soon as practical, the appropriate supervisor of an assault. The staff member must need treatment by a physician to qualify for assault leave. this treatment must be rendered within 72 hours of the incident or assault leave will not be provided.
3. These days shall not be charged for Sick Leave or Personal Leave. the employee is not eligible to receive wage compensation from a Worker's Compensation claim concurrent with a wage payment from Assault Leave on the same incident.
4. Staff members must request Assault Leave by using the All-Purpose Leave form, and must include a statement from the physician stating that the staff member is unable to work.

## **ARTICLE 19   CALAMITY DAYS**

- A.** Calamity Day is defined as a normally scheduled work day when the Program, or part of, is officially closed for reason of health, welfare and safety due to inclement weather or other calamity.
  
- B.** When it may be necessary for an employee to work on a Calamity Day, the employee shall be paid at the hourly/daily rate for all hours worked in addition to Calamity Day pay.
  
- C.** Calamity Day pay is the product of the employee's current hourly rate of pay times the number of hours the employee was regularly scheduled to work that day.
  
- D.** Notwithstanding the above, the Board may determine and announce days where Board programs are open but there will be no transportation provided to program enrollees. In this case, employees would report to work as usual for special assignment. Employees may take unpaid leave and will not receive the attendance bonus.

## ARTICLE 20   LONGEVITY

- A. Upon completion of nine (9) years of service, employees with a one hundred eighty-three (183) day or more employment year shall receive a one-time payment of Two Hundred Fifty (\$250.00) dollars.
- B. Upon completion of twelve (12) years of service, employees with a one hundred eighty-three (183) day or more employment year shall receive a one-time payment of Two Hundred Twenty-Fifty (\$250.00) dollars.
- C. Upon completion of fifteen (15) years of service employees with a one hundred eighty-three (183) day or more employment year shall receive a one-time payment of Two Hundred Twenty-Fifty (\$250.00) dollars.
- D. Upon completion of twenty (20) years of service, employees with a one hundred eighty-three (183) day or more employment year shall receive a one-time payment of two hundred twenty-Fifty (\$250.00) dollars.
  - 1. All employees shall receive payment of this provision no later than two pay periods following their anniversary date.
- E. Section 20.A, Section 20.B, Section 20.C and Section 20.D above increases are prospective only. (e.g., A 10 year service employee will not get a 9 year payment, but will get the 12 year payment at the appropriate time.)

## **ARTICLE 21   RETIREMENT**

- A.** An employee may elect to receive at the time of retirement, under the appropriate state retirement system, a cash payment equal to the value of one-fourth (1/4) of his/her accumulated but unused sick leave credit. The maximum number of hours payable for such severance payment under this provision shall not exceed one-hundred eighty (180) hours.
  
- B.** The calculation of severance pay shall be made on the basis of each eligible employee's regular hourly base rate of compensation at the time of retirement. Excluded from such calculations shall be any and all other forms of additional or supplemental compensation.

## **ARTICLE 22   EMPLOYEE TRAINING**

- A.** Where the Board requires mandatory training or schooling, employees shall be reimbursed for the time at such training or schooling.
  
- B.** Whenever possible, employees shall be given at least two (2) weeks advanced notice of any in-service meetings.

**ARTICLE 23**      **VEHICLE REPAIRS**

- A.** When an employee turns in a written vehicle repair form, the employee shall retain a duplicate copy at the time the report is turned in. The employee may also request a copy of the form after the required repairs are completed.

## **ARTICLE 24   DUES DEDUCTIONS**

- A.** Deductions shall be made two times each month for ten (10) months, beginning in October of each year.
- B.** Annual Authorization Forms designated by the Union will be completed and submitted to the Director of Human Resources to authorize payroll deductions. For those Payroll Deduction Forms which are not submitted to the Director of Human Resources by the first (1st) of September for the ten (10) monthly pays as in item A, above, the Union shall submit, no later than the third (3rd) of each month, any of those people who are to be placed on payroll deduction after the first (1st) of October, and the dues shall be divided equally on the remaining number of payroll deductions that will be provided.
- C.** Payroll deductions shall continue for each succeeding year automatically. The Union shall submit to the Board the amount to be deducted prior to September 1 of each year.
- D.** Payroll deductions fee shall begin for members of the Union, except that no deductions shall be made for newly employed Bargaining Unit members for the first thirty (30) days.
- E.** The Board agrees to accompany each transmittal with a list of names of the Bargaining Unit members for whom all such dues deductions were made, the period covered, and the amounts deducted for each.
- F.** A list of OAPSE members will be provided to the Director of Human Resources by the local Union president by August of each year. Following receipt of the membership list, the Director of Human Resources will provide a list of all bargaining unit members to the OAPSE state treasurer including the employee's classification, hourly rate, and number of hours employed. This list shall be provided within four (4) weeks after receipt of the local membership list. A copy shall be sent to the local Union president. No later than October 30 of each year, the Board shall also provide the Union president with an accurate list of all employees subject to payroll deduction of OAPSE membership dues as of the preceding October 1.
- G.** The Union shall defend and indemnify the Board, the Superintendent, their officers, members, agents and assignees in both their individual and official capacities and hold them harmless against any and all claims, demand, suit or other forms of liability, including legal fees and expenses that may arise out of or by reason of the action taken by Board for the purpose of complying with any of the provisions of this article or in the reliance on any list, notices, or assignments furnished under any of such provisions.

**ARTICLE 25   CONFLICT WITH LAW**

- A.** If any provisions of this Agreement conflicts with any Federal or State law, now or hereafter enacted, such provision shall be inoperative, but the remaining provisions hereof shall remain in effect.



## **ARTICLE 26   NON-DISCRIMINATION**

- A.** There shall be no discrimination, interference, or coercion practiced by the employer or the Union in the application of the terms of this Agreement because of an employee's age, sex, color, creed, national origin or membership or non-membership in the Union.
  
- B.** All references to employees in the Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 27 LABOR-MANAGEMENT COMMITTEE**

- A.** The Board and the Union hereby agree to establish a Labor-Management Committee (LMC) to confer on issues of mutual concern. The purpose of the LMC shall be to aide in communications between the Board and the Union through informal discussions aimed at clarifying issues and answering questions. Discussions held by the LMC shall not be construed as negotiations and shall not result in modifications to this Master Agreement.
- B.** The LMC shall consist of up to four (4) representatives of the Administration and four (4) representatives of the Union, as designated by the Superintendent and the local Union President, respectively.
- C.** Either the Board or the Union can request a meeting of the LMC up to once a month. Upon such a request, a meeting of the LMC shall be scheduled at a mutually agreed-upon time and place within seven (7) calendar days of the request, unless the parties agree to a later date.
- D.** A joint statement prepared and agreed to by the Board's representatives and the Union's representatives will be made in writing at the conclusion of each LMC meeting. Each member of the LMC shall receive a copy of this statement.
- E.** Topic(s)/agenda shall be submitted at the time of the request.

**ARTICLE 28   CLOTHING ALLOWANCE**

- A.** The Board shall provide the bargaining unit with a winter/spring coat per contract. The Union and the Board will mutually agree on style and color of coats.

## **ARTICLE 29   NEGOTIATED AGREEMENT**

- A.** The parties to this agreement represent that each party had an opportunity to discuss any and all wages, hours, terms and conditions of employment during the course of their most recent negotiations. The parties further represent that the terms and conditions contained herein represent the entire agreement between the Employer and the Union. All memorandums of understanding and/or past practices, upon ratification and approval, are no longer applicable to the employees' wages, hours, terms and conditions of employment.

**ARTICLE 30   DURATION**

- A.** This Agreement shall become effective January 1, 2019 and shall continue in full force and effect until 11:59 P.M. on December 31, 2020.

**SIGNATURES**

**FOR THE BOARD:**

Jim Brown 4/1/2019  
Superintendent Date

R. Bruce 4/1/19  
Supervisor of Transportation Date

David F. [unclear] 4/1/19  
Negotiation Representative Date

Timothy J. [unclear] 4/1/19  
Negotiation Representative Date

Lynne [unclear] 4/1/19  
Negotiation Representative Date

Maureen [unclear] 4/2/19  
Board President Date

**FOR THE UNION:**

[unclear] 3/29/19  
OAPSE Representative Date

Melissa Smith 4-1-19  
OAPSE President, Local 044 Date

Denise [unclear] 4-1-19  
Negotiation Representative Date

Melissa Smith 4-1-19  
Negotiation Representative Date

[unclear] 4-1-19  
Negotiation Representative Date

**FOR THE COMMISSIONERS:**

Richard A. Kline  
Commissioner

4/4/19  
Date

Sharon [unclear]  
Commissioner

4/4/19  
Date

[unclear]  
Commissioner

4/4/19  
Date

# Portage County Board of Developmental Disabilities

GRIEVANCE FORM (LEVEL \_\_\_\_\_)

NAME \_\_\_\_\_

BUILDING \_\_\_\_\_

ALLEGED VIOLATIONS, MISINTERPRETATIONS OR MISAPPLICATIONS OF CONTRACT SECTION

\_\_\_\_\_

STATEMENT OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

REMEDY REQUESTED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

DISPOSITION RENDERED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Rendering Disposition

\_\_\_\_\_  
Date

**VEHICLE OPERATOR/VEHICLE ATTENDANT**  
**SENIORITY LIST**  
 (BY DATE OF FIRST DATE OF EARNINGS)  
**EXHIBIT -A”**

<b>Operator / Attendant</b>	<b>Month</b>	<b>Day</b>	<b>Year</b>
Dubinsky, Pamela	06	16	86
Lemasters, Denise	02	16	88
Schultz, Tammy	08	25	92
Porter, Debbie	02	28	97
Curry-Hoard, Jennifer	08	07	97
Osdyke, Sandra	12	08	97
Smith, Melissa	11	19	02
Haney, Leslie	04	22	03
Read, Katherine	10	19	07
McMullen, Thomas	07	17	08
Hague, Lisa	02	17	09
Christy, Kathryn	06	05	09



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