



**SPECIAL BOARD MEETING**

**Sept. 18, 2018**





**September Special Board Meeting Agenda**

Tuesday, Sept. 18, 2018 – 5:00 p.m.

Beacon School

801 W. Union Street, Athens

**The Mission of the Athens County Board of Developmental Disabilities is to enhance the quality of life for individuals by encouraging integration and independence, fostering partnerships, and advocating for individual rights.**

1. Call to Order – Margaret Demko, Board President.
2. Roll Call – Arian Smedley.
3. Reading of Mission Statement.
4. Motion to approve Agenda.
5. New Business:
  - a. Motion to approve Teamsters Union contract, effective Sept. 1, 2018, through Aug. 31, 2021.
    - i. Fact-Finders Report (Exhibit 1, Pages 1-10)
    - ii. Preliminary Table of Contents and Tentative Agreement (Exhibit 2, Pages 11-48).
6. Comments from Visitors relative to the agenda.
7. Comments from Unions relative to the agenda.
8. Comments from the board.
9. Motion to adjourn.

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

In the matter of  
Fact-Finding between

ATHENS COUNTY BOARD OF	)	
DEVELOPMENTAL DISABILITIES,	)	
Employer	)	
	)	SERB CASE NO. 2017-MED-09-1179
-and-	)	
	)	JEFFREY A. BELKIN,
TEAMSTERS LOCAL UNION	)	FACT-FINDER
NO. 637,	)	
Union	)	

REPORT AND RECOMMENDATIONS

This matter was heard at Athens, Ohio on August 15, 2018. The parties' representatives are listed below:

For the Union:

SUSAN D. JANSEN	ATTORNEY
SCOTT D. WILSON	PRESIDENT, LOCAL 637
JACQUELINE D. WHITE	TEAMSTERS LOCAL 637
GREGORY T. GREMIN	TEAMSTERS LOCAL 637
REX MCCOMBS	TEAMSTERS LOCAL 637

For the Employer:

ROBERT W. CROSS	CONSULTANT
KEVIN DAVIS	SUPERINTENDANT
GWEN BROOKS	HUMAN RESOURCES
ROBERT L. WITHAM	ACBDD
STEPHEN KRAMER	ACBDD

## I. BACKGROUND

The Athens County Board of Developmental Disabilities (“Employer” or ACBDD) provides a number of different services to support individuals with developmental disabilities throughout their entire lifespan. ACBDD offers various programs designed to provide their service population with the opportunity to learn and grow with the goal that individuals with developmental disabilities will be integrated into the community. The programs assess the needs of individuals with disabilities in order to offer early intervention to infants and toddlers, a pre-school program which serves children ages 3 and 4, education and related therapies to students aged 5 to 21 from five local school districts in Athens county, work training and employment, life skills training, recreation, and residential support.

The employees in the bargaining unit are involved in the facility transportation program which includes a fleet of 9 buses, 9 vans, 4 cars, and 1 pick-up truck which are all used to provide transportation to and from programs and activities. Bargaining unit employees are also involved in the maintenance and security of the facilities and property at ATCO (Advocacy, Training, Careers and Opportunities) which is a work training center for adults, Beacon School, Personnel Plus (provides employment services), Passion Works and the bus garage.

The County Board of Developmental Disabilities is comprised of seven (7) members, five (5) members are appointed by the Board of County Commissioners with at least two (2) of those five (5) members being an immediate family member of an individual eligible for services by the ACBDD. Two (2) of the appointments are to be made by the senior probate judge, specifying one of the two is to be an immediate family member of an individual eligible for residential services or supported living.

The Union is certified as the exclusive bargaining representative for a bargaining unit that consists of all full-time and part-time bus drivers, van drivers, substitute drivers, mechanics, custodial workers, and maintenance workers, including leads on all shifts. Prior to the certification of Teamsters Local Union 637, the bargaining unit was represented by the Ohio Association of Public School Employees, AFSCME Local 4 AFL/CIO, Local 697. AFSCME's representation dates back to at least 2003. The employees decertified AFSCME Local 697 at the conclusion of the 2012-2015 collective bargaining agreement and were without any representation for one (1) year until Teamsters Local Union was certified on July 14, 2017. This is the first contract negotiated between these parties. Approximately 15 employees are directly affected by the issue in this proceeding.

The parties had thirteen (13) negotiations sessions: 12/7/17, 12/8/17, 1/10/18, 1/11/18, 1/18/18, 1/23/18, 1/25/18, 1/31/18, 2/16/18, 2/27/18, 3/13/18, 3/27/18, 4/10/18, plus one session of mediation, and were able to agree on the great majority of articles for a new Agreement (see list of tentative agreements below). Ultimately a complete tentative agreement was reached, but it was rejected by the bargaining unit. The issues submitted to fact-finding were primarily concerned with hiring rates, contractual pay increases and other wage-related items; as well as the verbiage of the so-called "Savings Clause" and the effective dates of the Agreement. A Union proposal for "fair share" payments was withdrawn in view of recent legal developments.

The parties entered into an extension agreement after the assignment of a fact-finder to extend the timeline of Fact Finding until August 25, 2018.

## II. FACT-FINDERS REPORT

In reaching the Findings and Recommendations on the issues at impasse, the undersigned has considered the parties' prehearing statements, oral presentations, and exhibits. Also taken into account were the factors mandated by statute:

Past collectively bargained agreements, if any, between the parties;

Comparison of the unresolved issues relative to employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

The lawful authority of the public employer;

Any stipulations of the parties;

Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

## III. TENTATIVE AGREEMENTS

Pursuant to the agreement of the parties, all TA's for a successor Agreement negotiated prior to this proceeding shall be incorporated in this Report and Recommendation, and are hereby recommended. Following is the list of TA's:

### **List of Articles Currently Tentatively Agreed Upon**

#### **ARTICLES**

- Article 1 Purpose
- Article 2 Recognition Clause
- Article 4 Stewards

Article 5	Absence
Article 6	Leave Conversion
Article 6	Severance Pay
Article 8	Employee Evaluations
Article 10	Grievance Procedure
Article 11	Protection of Rights
Article 13	Examinations and Identification Fees
Article 14	Personal Leave
Article 14	Uniforms
Article 15	Workers Compensation Claims
Article 18	Safety
Article 19	Pay Period
Article 21	Program Closing and Delays
Article 21	Program Closing and Delays
Article 26	Education, Training, Certification/License
Article 29	OPERS/Salary Reduction Plan
Article 30	Subcontracting
Article 31	Funeral Leave
Article 33	Sick Leave
Article 35	Management Rights
Article 36	Bulletin Board
Article 37	Miscellaneous
Article	Negotiations Procedure and Impasse
Article	Insurance
Article	Defective Equipment and Dangerous Conditions of Work
Article	Paid For Time
Article	Probationary Period
Article	Vacations
Article	Jury Duty and Other Court Leave
Article	Employee Discipline and Discharge
Article	Employee Discipline and Discharge
Article	Seniority
Article	Seniority
Article	Vacancies and Bid Procedure
Article	Hours of Work and Overtime
Article	Procedures for Certain Supplemental Trips
Article	Holidays

#### IV. UNRESOLVED ISSUES

The following issues were unresolved as of the fact-finding. During the fact-finding the

parties agreed to resolve those issues subject to approval by the Board and ratification by the bargaining unit (in the percentages mandated by statute). The Union committee also agreed to recommend ratification.

Issue No. 1

Article 38 Contract Administration

The parties agreed to adopt Section A – Savings Clause from the prior CBA between the Board and AFSCME Local 4/AFL-CIO:

“This Agreement supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee, except for Board policies the subject of which is not in conflict with any provision of this Agreement. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.”

Issue No. 2

Article 3 Union Dues and Fair Share

As stated above, the Union withdrew its proposal for Section d – Fair Share Fee. All other sections of Article 3 shall remain in the CBA.

Issue No. 3

Article 22 – Wages and Work Week

Section 22.1 – Minimum Rates of Pay:

All new employees covered by this Agreement shall be paid on an hourly rate, which shall be considered the minimum rate, as follows:

Vehicle operator 1 Van drivers	12.50 per hr.
Vehicle operator 1/3	15.00 per hr.
Custodial worker	11.50 per hr.
Assistant custodial worker	9.50 per hr.
Lead custodial worker	14.00 per hr.
Vehicle/facilities mechanic	20.00 per hr.
Facility/vehicle mechanic	20.00 per hr.
Vehicle op 1/facility mnt worker	12.50 per hr.
Facility/transportation Aide	12.50 per hr.

The Employer reserves the right to hire new employees above the minimum rates.

Issue No. 4

Article 22 – Wages and Work Week

Section 22.1 Contractual Wage Increases

(1) Effective upon ratification of the CBA, all employees shall receive an hourly increase of \$.50 or, if such increase does not take the employee to the minimum rate for his/her classification, an increase to the minimum rate.

(2) Effective September 1, 2019, an hourly increase of \$.45

(3) Effective September 1, 2020, an hourly increase of \$.45

Issue No. 5

Article 22 – Wages and Work Week

Section 22.2 Calculation of Overtime

The previously negotiated TA shall remain in effect and is hereby recommended.

Issue No. 6

Article 22 –Wages and Work Week

Section 22.3 Work on Sundays

All work performed on Sundays shall be paid at two times the employee's hourly rate.

Issue No. 7

Article 22 – Wages and Overtime

Section 22.4

The Union's proposal covering work performed out of classification is withdrawn.

Issue No. 8

Article 22 – Wages and Work Week

Section 22.5

The Union's proposal is withdrawn.

Issue No. 9

Article 22 – Wages and Work Week

Section 22.6

The Union's proposal covering longevity increases is withdrawn.

Issue No. 10

Article 22 – Wages and Work Week

Section 22.7

When shortages occur in custodial classifications, employees in other classifications will be considered to fill the shifts on a voluntary basis.

Issue No. 11

Article 22 – Wages and Work Week

Signing bonus: upon notification of the CBA, employees who have completed their probationary period shall receive a signing bonus of \$200.

Issue No. 12

Article 38 – Duration

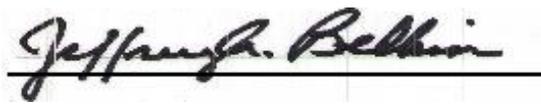
Effective dates of the CBA shall be September 1, 2018 through August 31, 2021

OTHER RECOMMENDATIONS

The extension agreement to September 25, 2018, covering the timeliness of fact-finding, is hereby recommended.

Report and Recommendations issued this \_\_\_\_\_ day of September, 2018

Respectfully submitted,

A handwritten signature in black ink, reading "Jeffrey A. Belkin", is written over a horizontal line. The signature is cursive and appears to be written with a pen.

Jeffrey A. Belkin  
Fact-Finder



Preliminary Table of Contents				
Previous #	ARTICLE	TITLE	PAGE	NOTE:
1	1	Purpose		
2	2	Recognition Clause		
35	3	Management Rights		
	4	Negotiations Procedure and Impasse		
9	5	Maintenance of Standards		
11	6	Protection of Rights		
4	7	Stewards		
36	8	Bulletin Board		
3	9	Union Dues and Fair Share Fee		section D removed per FF report, issue 2
7	10	Seniority (& Reduction in Force)		
	11	Vacancies and Bid Procedure		
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17	31	Defective Equipment and Dangerous Conditions of Work		
	32	Hours of Work and Overtime		
20	33	Paid for Time		
22	34	Wages		section A amended per FF report, issue 3; Section B amended per FF report, issue 4; Section D added per FF report, issue 6; Section E added per FF report, issue 10; Section F added per FF report, issue 11
29	35	OPERS/Salary Reduction Plan		
19	36	Pay Period		
36	37	Severance Pay		
28	38	Insurance		
30	39	Subcontracting		
37	40	Miscellaneous		
38	41	Duration		section A amended per FF report, issue 1

## **ARTICLE 1: PURPOSE**

- A. This Agreement is entered into between the Athens County Board of Developmental Disabilities (hereinafter referred to as the “Employer” or “Company”) and the Teamsters Local Union No. 637, (hereinafter referred to as the “Union”).
- B. The Employer recognizes the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee or any applicant for employment because of Union membership or lack of union membership because of any lawful activity in an official capacity on behalf of the Union.
- C. The parties intend, to the fullest extent allowed by law, for this agreement to supersede and take the place of the Ohio Revised Code (ORC) specifically the articles where the contract requirements differ from ORC requirements.
- D. The parties intend for this agreement to supersede any specific board policy when subject is addressed in the agreement and is in conflict with board policy.

## **ARTICLE 2: RECOGNITION CLAUSE**

- A. The Athens County Board of Developmental Disabilities, “the Board” or “the Employer,” recognizes Teamsters Local Union Number 637, “the Union,” as the sole and exclusive bargaining representative for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for negotiating wages, hours, or terms and conditions of employment and provision for all members of the bargaining unit.
- B. Defined as: all full-time and part time bus drivers, van drivers, substitute drivers, mechanics, custodial workers, maintenance workers, including lead on all shifts as certified in the SERB Election Case No 2017-REP-02-0023.
- C. Excluded from the bargaining unit are all supervisors, foremen, management personnel and all others excluded by the State Employment Relations Board (where appropriate, as defined by ORC Chapter 4117.01C 6 and 13):
  - Seasonal and Casual Staff
  - Confidential staffSubstitute drivers as mentioned above refer to an employee who fills in for individuals on a regular basis as needed.
- D. When new positions that have a community of interest with the current bargaining unit are created by the Board, or a change in title of a bargaining unit positions is made, the recognition status of such position shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Board and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the Union may petition the State Employment Relations Board (SERB) for a determination. Should such positions be

determined to be in the bargaining unit, the Board and the Union shall meet to determine placement on the salary schedule.

- E. **Employees Defined:** Full-time employees shall mean an employee whose regular scheduled hours are a minimum of 25 hours per week as determined by the employer.  
Part-time employees shall mean an employee whose regular scheduled hours are less than 25 hours per week as determined by the employer.

### **ARTICLE 3: MANAGEMENT RIGHTS**

- A. The Union recognizes that the Board has the obligation of serving the contracting agencies with the highest quality and most efficient and economical patient care in meeting emergencies.
- B. The Board and the Union further agree that the provisions of this Agreement shall be expressly limited to wages, hours, and working conditions of employees, and no provisions shall be construed to restrain the Board from the management of its operations.
- C. The Board shall have the rights afforded it by this Agreement and except as limited by a specific provision of this Agreement. All inherent and common law management functions and prerogatives which the Board has not modified or restricted by a specific provision of this Agreement are retained and vested exclusively by the Board.
- D. The Board also retains the right to discipline and/or discharge employees for insubordination, absenteeism or tardiness, violations of patient rights and other Board rules and regulations, and for just cause; provided that, in the exercise of this right, the Board will not act in violation of the expressed terms of this Agreement. No complaints that the Board has violated this Article may be taken up through the grievance procedure without a specific listing of which article of the contract has been violated. For there to be a grievance, the Board would have had to have violated another provision of this Agreement.
- E. The Board, by not exercising any function hereby reserved to it or by exercising any such function in a particular way, shall not be deemed as waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.
- F. In addition, those management rights not listed in this contract are exclusively reserved by the Board.

### **ARTICLE 4: NEGOTIATIONS PROCEDURE AND IMPASSE**

The Athens County Board of Developmental Disabilities (ACBDD) and the Union hereby agree that the following conditions shall apply during negotiations for an initial collective bargaining agreement except when otherwise agreed upon.

- A. Negotiations shall be conducted at the Athens County Board of Developmental Disabilities Office at the Beacon School unless the parties mutually agree to some other location. Negotiations shall be held at dates and times mutually agreed upon. The date, time, and place for subsequent negotiation sessions shall be established before the adjournment of each concluded bargaining session. Both parties shall endeavor in good faith to meet on such agreed upon date, but it is recognized that from time to time, it may be necessary to postpone a meeting due to pressing or unforeseen obligations.
- B. All negotiations shall be closed to the public, press and persons other than the members of the negotiating committee or consultants they may use. The negotiations shall, in accordance with 4117.21, be private or confidential and not subject to ORC 121.22.
- C. Members of the respective negotiating teams shall be limited to five (5) members and two (2) alternates.
- D. Each party will designate a "chief negotiator" prior to the start of the negotiations. Both parties will direct all questions and comments to the designated chief negotiator. This paragraph is not intended to limit the free flow of discussion. Either chief spokesperson may call on their other team members for input or explanation.
- E. The parties agree that collective bargaining should be conducted at the bargaining table between the representatives of the parties. To this end, it is the intent of the parties that there shall be no communications between the Union (including its negotiating team, membership and the bargaining unit it represents) and the Athens County Board of Developmental Disabilities (including its negotiating team, administrators and board members) regarding collective bargaining matters or issues except across the bargaining table. This shall not be construed to deny the Union and its representatives the right to address the Board in public session to the extent permitted by current Board policies and rules with respect to matters pertaining to the Board budget or to the operation and policies of The Athens County Board of Developmental Disabilities which are not at issue in negotiations, and this shall not be construed to prohibit meetings between the bargaining unit members and the Superintendent regarding same.
- F. The parties retain the exclusive right to add to, alter, amend and/or withdraw proposals during the course of negotiations that have not been previously agreed to and TA'd without the parties mutually agreeing to the change.
- G. The parties shall negotiate and attempt to resolve all or substantially all procedural and substantive contract language matters before the parties commence negotiations on the economic aspects of the collective bargaining agreement. Economic proposals shall be defined as: wages, overtime, and dollar amount or level of fringe benefits having a measurable economic cost, such as holidays, vacations, days off, leaves of absence, group hospitalization and/or insurance benefits. Language concerning such items shall be negotiated as part of the non-economic issues.
- H. Audio or video recording or transmitting devices, equipment or cameras of any kind shall not be utilized in the negotiating room while negotiations are in progress. There shall be no stenographic or mechanically recorded transcripts of bargaining sessions. Each party may take notes of the bargaining sessions.

- I. Any written or oral press releases or statement to the press or public regarding the substance of negotiations shall be done through mutually agreed-to releases or statements. This restriction shall not apply after mediation per section (U) below has been properly completed. If there is an unauthorized press leak, both Chief Negotiators shall meet and attempt to resolve the matter. In the absence of such a resolution, either party may respond to the leak after advising the other party of their intended statements to the press. The Union reserves the right to communicate with its members.
- J. The negotiation teams for each side have authority to reach tentative agreement on proposals submitted for negotiations.
- K. All tentative agreements shall be reduced to writing, initialed, and dated by the chief negotiator for each side at the meeting at which tentative agreement is reached and an initialed copy shall be provided to each bargaining team. Only proposals that have been initialed shall be presented to the bargaining unit members or to the Board as being agreed upon. Initialed provisions are subject to change by the parties only by mutual agreement.
- L. All tentative agreements on given items are contingent upon overall agreement being reached by the parties. No tentative agreement on any item shall be considered effective or binding on either party until an overall agreement is reached and ratified by both parties.
- M. Each side reserves the right to caucus at any time during negotiations. Caucuses shall be limited to 30 minutes unless agreed otherwise.
- N. Proposals and offers of compromise made in side bar discussions shall not be admissible in any interest arbitration proceeding.
- O. When tentative agreement is reached on all issues, it will be submitted to the Union membership for ratification. All members of the Union's bargaining team will use their best efforts to secure ratification. Following ratification by the Union, the tentative agreement will then be submitted to the Board for ratification. All members of the Board's bargaining team will use their best efforts to secure ratification.
- P. Should either party fail to ratify the entire Agreement, then only those issues previously the subjects of bargaining between the parties shall be subject to further negotiations. Negotiations will be resumed at a mutually agreeable time.
- Q. At Least sixty (60) days prior to the expiration of this Agreement in any year in which negotiations are scheduled to occur, either party may notify the other in writing of a desire to commence bargaining. The parties shall mutually schedule its first negotiations session immediately following such written notice. The first meeting shall be for the parties to exchange packages.
- R. If during the life of this Agreement, in-term bargaining is required as a provision of this Agreement; ordered by SERB as the result of a violation of a provision of this Agreement; ordered by a court of competent jurisdiction as the result of a violation of this Agreement; or by mutual consent of both parties, said bargaining procedures shall be in keeping with the procedures set forth in this Article.
- S. Negotiations time shall not be considered as time worked for any member of the Union bargaining team unless it falls during the member's normal work shift. Time spent during negotiations will not be counted toward the calculation of overtime in a week.

- T. This impasse procedure shall supersede and replace the impasse procedures set forth under Ohio Revised Code 4117.14.

The parties pledge to negotiate in good faith and in the event of failure to achieve a settlement, to utilize in good faith mediatory facilities of the Federal Mediation and Conciliation Service (FMCS).

1. Either party may declare impasse; once impasse is declared, FMCS shall be contacted for the assignment of a mediator.
2. The parties will mediate in good faith for a period of time not to exceed thirty (30) days. This time limit can only be extended by mutual agreement of the parties reduced to writing.
3. If at the end of the mediation period a voluntary settlement has not been achieved, the Board will make a final offer to the Union. The Union will cause a vote of its membership on this final offer.
4. If the Union rejects the Board's final offer, the Union may choose to return to the negotiations table, or give the Board a ten (10) day strike notice in accordance with Ohio Revised Code 4117 procedures.

#### **ARTICLE 5: MAINTENANCE OF STANDARDS**

- A. Extra Agreements: The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.
- B. New Equipment: Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

#### **ARTICLE 6: PROTECTION OF RIGHTS**

- A. **Picket Line:** The purpose of this Agreement is to ensure working harmony for its duration, and in furtherance of such objective, the parties have provided for the resolution of grievances or disputes by binding arbitration.

Accordingly, the Board agrees that during the term of the contract it shall not shut out or lock out the bargaining unit members. The Union agrees that during such term its members shall not engage in any work stoppage, slow down, sit down or sympathy strike, nor honor any picket line by non-Board bargaining unit members unless failure to do so reasonably would jeopardize the personal safety of the Union member involved.

- B. The Employer agrees that the function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that

supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining unit work on a regular basis; however, these are working supervisors as they have always been. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees.

- C. **Separation of Employment:** Upon discharge, the Employer shall pay all money due to the employee. Upon quitting, resigning or retiring, the Employer shall pay all money due to the employee on the pay day in the week following such quitting, resignation or retirement.

## ARTICLE 7: STEWARDS

- A. The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
1. The investigation and presentation of grievances with his employer or the designated Board representative in accordance with the provisions of the collective bargaining agreement;
  2. The collection of dues when authorized by the appropriate Local Union action;
  3. The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information
    - a) Have been reduced to writing; or
    - b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business; provided, however, that the activities referred to in (1), (2) and (3) shall not be performed in such fashion as to unreasonable conflict with the steward's work duties. Any disputes as to whether or not such activities have been performed in a manner so as to unreasonably conflict with the steward's work duties shall be submitted to the grievance procedure.
- B. Stewards shall be permitted reasonable time not to exceed more than 4 hours per month of paid time by the Board for up to two (2) stewards to investigate, present and process grievances on the Board property without loss of time or pay during his/her regular working hours and without interruption of the Employer's operation. Such time spent in handling grievances during the Steward's regular working hours shall not be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward. All pay referred to above shall be mutually agreed as part of the Collective Bargaining Agreement to by the Union and the Employer.

The Employer recognizes the employee's right to be given requested representation by a Steward or the designated alternate at such time as the employee reasonably contemplates disciplinary action. There shall be a steward present whenever the Employer meets with an employee concerning grievances, discipline, or investigatory interviews when requested by the employee.

## ARTICLE 8: BULLETIN BOARD

The Union may use designated bulletin board space in the bus garage, Beacon School and ATCO to post and remove notices of Union activities and matters of concern. Union representatives shall have access to such bulletin board space and the right to post and remove notices of Union activities. Items may not be posted if the material contained is defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the Agency.

## ARTICLE 9: UNION DUES AND FAIR SHARE FEE

- A. The Employer recognizes and acknowledges that Teamsters Local Union 637, affiliated with the International Brotherhood of Teamsters, is the exclusive representative of all employees in the classification of work covered by this Agreement for the purposes of collective bargaining as provided by the State Employment Relations Board – Case 2017-REP-02-0023. (Recognition Clause)

Employees who have a probationary period of 180 days shall become eligible to be members after their 181<sup>st</sup> day.

- B. A new employee shall work under the provisions of this Agreement but shall be employed on a one hundred eighty working day (180) probationary period, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against union members. After one hundred eighty (180) working days, the employee shall be placed on the seniority list with a seniority date retroactive to his/her date of hire. Probationary period may be extended upon agreement of all parties.
- C. The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation or re-initiation fees and/or uniformly levied assessments of the Local Union, and agree to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

The Local Union shall certify to the Employer in writing each month a list of its members working for the employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the employer shall deduct such amount from the first paycheck following receipt of statement and remit to the Local Union in one lump sum. The employer shall add to the list submitted by the Local Union the names of all new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

- D. **D.R.I.V.E.** The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts

designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase, "weeks worked," excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's identification number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.

- E. **Union Business** The Union Field Representative shall be permitted to appear on work sites during working hours for the purpose of investigating and/or resolving grievances (with notice to Director of Transportation & Facilities, or alternate administrator), provided that he/she shall not disrupt or interfere with work performance. Local Union officials may investigate and/or resolve grievances during non-working hours. A local union official may investigate and/or resolve grievances, discipline, or attend hearings during work hours (with prior permission from supervisor) as long as involvement does not disrupt Board services.
- F. **Union Meetings** As the recognized agent for collective bargaining, the Union will be permitted to use program buildings for meetings. Meetings shall not interfere with and shall not occur during the normal work day, and shall not interfere with nor interrupt normal programs. The Union will be permitted to use Board-owned, designated equipment such as the approved copier and the approved computer. All materials and supplies used by the Union for Union business shall be furnished by the Union. The Union will give prior notice of meetings in which Board facilities are to be used to avoid scheduling conflicts. The Union must comply with board policies on facilities and equipment usage.

#### **ARTICLE 10: SENIORITY**

- A. The length of service with the Employer is computed from the first day of work as a regular employee from the most recent date of hire. Seniority shall be defined as system wide seniority and classification seniority.
  - 1. System wide seniority – The length of service with the Employer computed from the first day of work as a regular employee from the most recent date of hire.
  - 2. Classification seniority – The employee's length of continuous service in his/her current classification, computed from the most recent date of hire into that particular classification. When an employee moves to another classification they shall retain any classification seniority accumulated in that classification. The accumulated seniority will be used within the guidelines in the Layoff and Recall Article.
  - 3. The following are the classifications in which employees can accrue seniority:

<b>CLASSIFICATION TITLES</b>	<b>HOURS</b>	<b>DAYS</b>
Vehicle Operation 1/3	5-7	180-260
Vehicle Operator 1/Facilities Maintenance Worker	8	260
Vehicle Operation 1 (Van Driver)		
Vehicle/Facilities Maintenance Mechanic	8	260
Facilities/Vehicle Maintenance Mechanic	8	260
Substitute (floater)	Varies	Varies
Facility/Transportation Aide	8	260
Lead Custodial Worker	8	260
Custodial Worker	8	260
Assistant Custodial Worker	4	260

**B. Seniority Principle**

1. Seniority rights for employees shall prevail. Seniority shall be broken only by discharge for just cause, voluntary quit, retirement, or more than two (2) year layoff. In the event of a layoff, an employee so laid off shall be given two (2) weeks' notice of recall sent to his/her last known address by registered or certified mail with verification of delivery. The employee must notify the Employer within fourteen (14) calendar days after receipt thereof as to whether or not he/she intends to report for work and must actually report to work within two (2) weeks after receipt thereof, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights, and the employee will be terminated under this Agreement. In the event an employee on lay-off accepts a recall to work and actually returns to work when called, he/she shall be considered as being a full-time employee and it shall not be necessary that he/she be notified by recall letter. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. Any controversy over the seniority of any employee on the seniority list shall be submitted to the grievance

procedure within 30 days of the posting of the most recent seniority list.

2. When it becomes necessary to reduce the working force, the last person hired for that position shall be laid off first, and when the force is again increased, the persons are to be returned to work in the reverse order in which they are laid off.
3. The Local Union shall be entitled to a seniority list each six (6) months or upon request.
4. The Employer shall post a seniority list at least once every six (6) months. Employees shall make written complaint to the Company and Union within thirty (30) days after such posting. Any such complaint not settled between the Company and the Union may be submitted to the grievance procedure.

### C. Reduction in Force

1. The provisions in this Article are intended to supersede ORC 124.321. When it becomes necessary, as determined by the Employer, to reduce the number of bargaining unit employees, the Employer shall proceed as follows:
  - a. The Employer shall determine the number of employees to be laid off in each affected classification, Job classifications are listed in the Article on Recognition.
  - b. The Employer shall endeavor to provide affected employee with at least fourteen (14) days' notice of intended layoff, except in emergency circumstances.
  - c. The Employer may consider laying off an employee(s) in the classification(s) to be reduced who submits to the Fiscal Officer written notice of his/her willingness to be laid off. The Employer has absolute discretion to lay off or retain any such volunteer(s).
  - d. In the absence of a volunteer(s) deemed suitable by the Employer, the Employer, in its discretion, shall determine which employee(s) is to be laid off, giving consideration to the following factors:
    - i. Classification Seniority
    - ii. Overall ability to perform the required duties
2. The Employer may permit an employee who is to be laid off as a result of a reduction in force to bump an employee with less system wide seniority in another classification in the bargaining unit described in the Article on Recognition.
  - a. No employee may bump into the Assistant Custodial Worker Classification, as these positions are reserved for clients of Athens County Board of DD.
  - b. An employee who is to be laid off may be eligible to bump into a classification for which he/she is qualified. A displaced employee who bumps into a new classification will be assigned to the appropriate wage in the new classification. The employee is permitted to bump into another classification where the employee has previous classification seniority.

3. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If a position opens up in a classification in the bargaining unit described in the Article on Recognition in which an employee on the recall list was employed at the time he/she was laid off, such employee(s) will be recalled in reverse order of layoff.
4. It is agreed by all parties that total system wide seniority will be used for layoffs and bumping rights.

#### **ARTICLE 11: VACANCIES AND BID PROCEDURE**

- A. In all buildings owned and operated by the Employer and staffed by bargaining unit members, the Employer shall provide a location accessible to all bargaining unit members for the purpose of posting announcements of job vacancies.
- B. All job vacancies shall be posted for a period of at least ten (14) calendar days. A vacancy is an existing or new position that the Employer has authorized to be filled, whether created as a result of the resignation, retirement, termination, transfer or death of an employee. The employee desiring the posted position shall submit a bid in writing to the office of the individual designated on the posting prior to the close of the bid period. All postings shall contain the position's location, hours, hourly rate, and pay range and qualifications.
- C. It is understood that the Employer will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Employer's right not to fill a posted vacancy.
- D. The Employer shall use the following procedures in choosing a person to fill a vacancy:
  1. The position will first be offered to employee applicants who are currently working in the bargaining unit. If more than one employee within the bargaining unit applies for the vacancy, applicant with the greatest classification seniority will be awarded the position. Applicants who are currently employed in other classification will be interviewed for the position, but it is understood that the Employer will select the applicant it deems most qualified out of all of the applicants.
  2. All other applicants for the position will then be considered and the position will be awarded to the applicant that is the most qualified. Criteria for selection shall include, but are not limited to relevant skills, qualifications, experience, work record, attendance and seniority with the Agency, if any.
- E. Employees who have been awarded a new position shall serve a trial period of forty-five (45) calendar days in the new position. During the trial period, the Employer may return the employee to his/her previous position for unsatisfactory performance. During the trial period, the employee may choose to return to his/his previous position, but may only choose to do so one time. If an employee has previously exercised his/her right to return during the trial period, then the employee shall have no right to choose to return during the trial period in the future. An opportunity to discuss the return will be provided by the Employer upon request. No grievance or legal action of any kind may be filed against the Employer on the basis of the return of an employee to his/her previous position.

- F. The union shall be provided with the current seniority list (by system-wide and classification seniority) of all employees in the bargaining unit upon request, but no more than two times per calendar year.
- G. The Union President shall receive notice of a posting award within five (5) calendar days of the posting being awarded.

#### **ARTICLE 12: PROCEDURES FOR CERTAIN SUPPLEMENTAL TRIPS**

- A. All supplemental trips utilizing a qualified driver that do not conflict with the regular route schedules shall be posted on the designated trip board at the Bus Garage. All trips shall be assigned on a rotational basis from a trip rotation list, beginning with the most senior driver, which will be utilized on a continuing basis.
- B. The time for driving supplemental trips shall be rounded up to the nearest quarter (1/4) hour, if total time is not in a quarter hour increment. The driving time for all supplemental trips will be a minimum of one and one half (1 ½) hours.
- C. Supplemental trips will be posted and awarded at least one working day prior to the date scheduled for the trip. If a driver is passed or missed on the rotation list for a supplemental trip, then the affected driver will be offered the next available trip.
- D. The Employer reserves the right to cancel any posted trip, either before or after the trip is assigned. If a trip is not canceled prior to the end of a driver's a.m. route on the same day, then the driver will be paid for the scheduled trip time.
- E. Drivers shall be paid their regular rate of pay for driving time and downtime when they drive a supplemental trip. Drivers must assist with consumers at the trip destination, if requested to do so. Drivers will not be requested to assist with any procedure that requires special training. Drivers must remain at the destination during all downtime, except that drivers may take the vehicle to get meals if the trip goes through a mealtime only when the driver is not invited to join the consumers for the meal. If there is nowhere to park the bus at the destination, the driver shall park the bus in the nearest available parking place or, if the trip is local, may return to the bus garage. Drivers may not use the bus during downtime for personal business (e.g., going to the mall or the driver's home).
- F. If a driver refuses a posted trip when offered or is not available when the trip is assigned, then the driver loses his or her turn in the rotation.

#### **ARTICLE 13: PROBATIONARY PERIOD**

- A. All new employees shall serve a probationary period for the first one hundred eighty (180) actual working days of their employment. Only days an employee actually spends on the job count towards the 180-day period, i.e., leaves of absence and calamity days, etc., do not count.
- B. During the probationary period, an employee may be terminated at any time and for any reason. Any such termination shall not be subject to the grievance procedure of this Agreement or to any legal challenge.

- C. During the probationary period, the employee shall have no seniority rights and shall not have recourse to the grievance procedure in connection with probationary discharge. Upon successful completion of the probationary period, the employee's seniority shall be computed from the original date of hire into a bargaining unit position.

#### **ARTICLE 14: EMPLOYEE EVALUATIONS**

- A. Each probationary employee shall receive a midpoint evaluation after completing ninety (90) days of actual work, at which point the individual shall be advised of any areas needing improvement in order to achieve permanent status.
- B. The work performance of permanent employees will be evaluated by the immediate supervisor on an annual basis, unless circumstances suggest the need for more frequent performance reviews.
- C. Upon completion of the employee's evaluation conference with his/her immediate supervisor, the employee shall sign the evaluation to acknowledge receipt. The employee's signature does not indicate that the employee is in agreement with the contents of the evaluation, but only that the employee has received the evaluation.
- D. Should the employee wish to submit a written reply or rebuttal to the evaluation, he/she must do so within five (5) working days of receipt of the evaluation and present the reply to the evaluator. The evaluator shall sign the reply/rebuttal to acknowledge receipt. The reply/rebuttal shall be attached to the evaluation, accompany it through all Employer channels, and become part of the employee's permanent personnel record.
- E. The evaluation process shall assess the employee's current job assignments, identify performance areas requiring improvement, establish performance objectives for the next evaluation period, and develop a plan for improvement of the employee's performance.
- F. As with all articles of this agreement, the evaluation procedure is grievable, but the text of the evaluation is not grievable. However, if any employee is in disagreement with his /her evaluation, then the employee may attach a rebuttal statement to the evaluation form.

#### **ARTICLE 15: EDUCATION, TRAINING, CERTIFICATION/LICENSE**

- A. Employees of various positions are responsible for meeting the professional, educational, and/or experience requirements in order to maintain the proper state-required certifications, licensures, and registrations. Questions regarding the certification, license, or registration required for specific positions should be directed to the supervisor. Questions which cannot be answered at the supervisory level should be directed to the Superintendent.
- B. The required fees for certification applications or for course work related to certification are the responsibility of individual staff members.

- C. All employees shall be paid for attending all staff meetings, department meetings, workshops, seminars, and/or in-service training sessions. In the event such attendance exceeds one (1) hour, such employee shall be paid for all hours spent at such meeting, workshop, seminar or session.
- D. The Employer will reimburse all employees the cost of attending courses, seminars and/or workshops for which the employer requires they attend. Successful completion documentation must be provided to the Employer to be eligible for reimbursement.
- E. All employees will be reimbursed for Board approved expenses incurred while performing official county business, and must present the original receipt for the expense.
- F. Charges for parking at the destination and any highway tolls are reimbursable at the actual amount. Receipts are required.
- G. The maximum amount of reimbursement for meals is \$30.00 per day.
- H. Expenses covering the cost of any motel room may be reimbursed by the Employer when an employee travels out of the county on approved official business for each overnight stay.

**ARTICLE 16: EXAMINATIONS AND IDENTIFICATION FEES**

- A. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations. Examinations are to be taken at the Holzer Medical Center and are not to exceed one (1) in any one (1) year excluding blood tests for drug or alcohol use determination unless the employees has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours. The Employer will pay for all Ohio Department of Education (O.D.E.) examinations.

The Employer reserves the right to select its own medical examiner or physician, and the employee may, if he/she believes an injustice has been done him/her, be re-examined at his/her own expense and by the physician of his/her choice.

The employer shall notify the employee in sufficient time prior to the renewal of the ODE physical. The Employee shall make the necessary appointment with the Medical Examiner. Failure to do the necessary medical examination will result in loss of driving privileges.

- B. Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.
- C. The Board may require that an employee submit to a medical examination at Holzer's Medical Center or similar entity, in order to determine the employee's capability to perform the substantial and material duties of the employee's position.

The Board shall supply the examining physician with facts known to it relating to the employee's condition. The cost of the medical examination shall be paid by the Board or by the medical insurance (board carrier) if it is a completely covered expense.

If not found qualified by the Board, the employee may request use of available sick leave, vacation and when exhausted, disability leave with the right to return within 2 years under OAC 123:1-30.

## **ARTICLE 17: EMPLOYEE DISCIPLINE AND DISCHARGE**

- A. Under ORC 124.34 Employees may be demoted, suspended, or discharged from their job for just cause, including incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of work rules or personnel policies of the Board or administration, or any other acts of misfeasance, malfeasance, or nonfeasance on the job.
- B. Depending on the severity of the offense, the Administration may initiate discipline at any step of the following progressive discipline procedures:
  - 1. Oral warning
  - 2. Written reprimand
  - 3. Disciplinary suspension, which may be a paid working suspension or unpaid non-working suspension
  - 4. Termination
- C. Removal, reduction in pay or classification, or suspension of a bargaining unit member shall be only for just cause. **Employees charged with a Major Unusual Incident or Unusual Incident will be placed on administrative leave with pay pending the conclusion of the investigation.**
- D. The Administration may duplicate any step in an appropriate case or may adjust the duration of the disciplinary suspension as it deems appropriate, depending upon the offense involved, the bargaining unit member's work record, the number of other effective record offenses possessed by the bargaining unit members and the presence or absence of mitigating circumstances.
- E. A bargaining unit member cannot be disciplined twice for the same offense and the Administration shall investigate every disciplinary case as promptly and as thoroughly as is practical. Should new or additional evidence or facts be discovered within five (5) days of imposition of discipline, and that evidence reflects upon the severity of the offense or reveals other or additional offenses, the discipline imposed may be adjusted appropriately in light of such new or additional evidence or facts.
- F. Any discipline involving neglect, abuse, mistreatment and violations of client's rights will remain a part of the bargaining unit member's permanent record.
- G. The Board, in connection with a potential disciplinary case, may suspend a bargaining unit member from duty pending investigation. The bargaining unit member's regular pay shall continue during any such investigative suspension and said suspension shall not be deemed to be a form of discipline nor treated as a disciplinary suspension for any purpose. If charged with a felony, the Board may suspend from duty pending investigation without pay.

H. A bargaining unit member who has been disciplined will be given a copy of the notice describing the reason or reasons for which he/she has been disciplined. The Union will be provided a copy by email.

#### I. **PRE-DISCIPLINARY CONFERENCE**

1. When the Superintendent or designee determines that an employee has committed an offense which may cause reduction in pay or position, suspension or termination, a pre-disciplinary conference will be scheduled to inform the employee of the nature of the charge or allegation. The conference will be held **normally** within thirty (30) days of the Director of Transportation & Facilities' knowledge of the alleged infraction or misconduct.
2. Pre-disciplinary conferences will be conducted by the Superintendent or a neutral hearing officer designated by the Superintendent.
3. Not less than seventy-two hours prior to the scheduled starting time of the conference, the Superintendent or designee will provide to the employee a written outline of the charges which may be the basis for disciplinary action. This outline will state the date(s), location(s), and nature of the alleged offense(s). If known and applicable, the written outline will also include the approximate time of day that the alleged offense(s) occurred. (Example: "time of day" would not be applicable if the charges dealt with loss of certification or conviction of a felony, etc.) **Any evidence in Management's possession dealing with electronic, digital or video evidence will be shared with the Union prior to the hearing.**
4. At the pre-disciplinary conference, the hearing officer will ask the employee or his/her union representative to respond to the allegations of misconduct which were outlined to the employee. Employees are not required to respond.
5. At the conference, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee has the right to union representation.
6. The conference shall be informal and conducted by the Superintendent or a neutral hearing officer assigned by the Superintendent. The Superintendent or hearing officer will prepare a written summary and determination as to whether or not the alleged conduct occurred. The Superintendent will decide what discipline, if any, is appropriate, and notify the employee in writing. A copy of the report will be provided to the employee within five (5) days following its preparation.
7. Any discipline shall be for **just** cause. An employee discharge may be appealed directly to Step 4 of the grievance procedure **by the Union**.

### **ARTICLE 18: GRIEVANCE PROCEDURE**

#### A. DEFINITIONS

**Grievance:** An alleged violation, misinterpretation, or misapplication of any specific provision of this Agreement between the Board and the Union.

**Grievant:** An employee or group of employees alleging a grievance. A grievance alleged by a group of employees shall have arisen out of and be confined to the same circumstances affecting each member of said group.

**Day:** A work day.

B. WRITTEN GRIEVANCE: The written grievance used in the formal levels of this procedure shall state:

1. The specific contract article and section(s) alleged to be violated, misapplied, or misinterpreted;
2. A complete description of the grievance and the time, place and date it occurred;
3. The relief sought, and
4. The date of submittal.

The written grievance must be filed on the appropriate grievance form, a copy of which is attached hereto as Appendix x. Grievance forms are available, upon request, from the Union or the Superintendent's office.

C. RULES

1. Time limits given shall be considered as maximum unless otherwise extended by mutual agreement of the parties involved.
2. Failure to file the written grievance within the time frame specified in Step 1 will result in the grievance being considered waived.
3. Failure of the grievant to proceed within the specified time limits to the next step(s) shall mean the grievance has been resolved by the response stated in the previous step. A grievance filed untimely is barred from grievance.
4. Failure of the Board to respond to a grievance within the specified time limits shall enable the grievant or union to advance the grievance to the next step of the procedure. Only the Union may advance to arbitration.
5. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

D. PROCEDURE

#### Informal Step

Prior to filing a formal written grievance, the grievant shall request a meeting with the Director of Transportation and Facilities for the purpose of attempting to resolve the matter informally. If the grievance is not resolved at the informal meeting, the grievant and the supervisor must sign the relevant portion of the grievance form indicating the date and time the informal meeting occurred.

#### Step 1 - Supervisor

If the problem is not resolved as a result of the informal discussion, the grievant shall, within five (5) working days of occurrence which gave rise to the grievance or when the employee reasonably knew of such occurrence, submit the grievance on the appropriate form to the Director of Transportation & Facilities. A meeting shall be mutually arranged between the grievant and the supervisor within five (5) working days after submittal. Within seven (7) working days after the meeting, the supervisor shall provide the grievant with a written disposition of the grievance.

#### Step 2 - Superintendent

If the grievant is not satisfied with the disposition at Step 1, he/she shall within seven (7) working days of receipt of the supervisor's disposition, submit the grievance on the appropriate form to the Superintendent. A meeting shall be mutually arranged within seven (7) working days after submittal. Within seven (7) working days after the meeting, the Superintendent shall provide the grievant and the Union President with a written disposition of the grievance.

#### Step 3 - Mediation

If the grievant and the Union are not satisfied with the disposition at Step 2, the Union shall submit the grievance to FMCS or AMS grievance arbitration within fifteen (15) days. The parties will attempt to agree on an FMCS or AMS mediator. If the parties are unable to agree, the Union will request that FMCS or AMS appoint a mediator. No grievance that may result in a precedent-setting outcome or that involves a suspension of 5 or more days shall be appealed to mediation.

#### Step 4 - Arbitration

If the Step 3 mediation does not resolve the grievance, the Union shall have fifteen (15) days to file a written request for arbitration. Appeals to arbitration shall be solely at the Union's discretion. The Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS) shall be petitioned by the parties to provide a list of fifteen (15) arbitrators. If there is no mutually selected arbitrator, another list of fifteen (15) arbitrators shall be sent. The Board and the Union shall attempt to mutually select an arbitrator within ten (10) days of receipt of the appeal. If the parties cannot mutually agree on an arbitrator, the parties shall submit the grievance to FMCS or AMS. An arbitrator shall then be chosen using FMCS or AMS procedures. Either party has a right to reject one list.

A decision shall be rendered within 30 days by the arbitrator and that decision shall be final and binding on the Board, the grievant(s), and the Union. The procedures contained in this Article constitute the sole and exclusive method of redressing grievances arising from this Agreement.

All costs for obtaining the list of arbitrators shall be borne equally by the parties. Expenses of any witnesses shall be borne by the party calling the witness. If a party requests a court reporter, the cost of the reporter shall be borne by that party, unless the other party requests a copy of the transcript, in which case the cost of the reporter shall be borne equally by the parties. All cost for the services and expenses of the arbitrator shall be equally shared between the Employer and the Union.

#### E. POWER OF THE ARBITRATOR

1. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question and his/her decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement in arriving at a determination. The arbitrator shall expressly confine him/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted for arbitration.
2. The arbitrator, in ruling on issues specifically left to the discretion of the Board by this Agreement, shall be limited to deciding whether the Board's actions violated the collective bargaining agreement.
3. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.
4. In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the parties may mutually agree to require the arbitrator to first consider and rule upon the arbitrability issue before scheduling a hearing on the merits of the grievance. If necessary, the parties may agree to conduct a separate hearing on the arbitrability issue prior to the scheduling of a hearing on the merits of the grievance. In the event an alleged grievance is appealed to an arbitrator and the arbitrator determines that he/she has no authority or power on which to rule, it shall be referred back to the Union and the Board without decision or recommendation on its merits.
5. The arbitrator shall hear and determine only one grievance; multiple grievance arbitration by one arbitrator at a single hearing is prohibited except upon specific written agreement of the Board and Union to do so.

#### F. MISCELLANEOUS

1. The grievant may be represented at any level of the grievance procedure only by the union or union legal counsel.
2. A grievance may be withdrawn at any level without prejudice or record, but would be considered resolved.
3. Copies of all written decisions of grievances shall be sent to all parties involved: the Union President, the grievant, the Superintendent, and the appropriate supervisor.
4. Forms for processing grievances shall be made available, duplicated and distributed by the Union. Forms will be found in Appendix X of this agreement and may be obtained from the Public Forms folder on the Public ACBDD network drive, Director of Human Resources, building representatives, Chairperson of the Union Grievance Committee, and the President of the Union.

5. No grievant may be represented in the grievance procedure by any organization other than the Union.

## **ARTICLE 19: ABSENCE**

- A. **Time Off for Union Activities:** The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying the length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of persons affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.
- B. **Leave of Absence:** Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for the same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury while on leave of absence shall not result in the loss of seniority rights.
- C. **Alcohol and Drug Use**
  1. **Illegal Drugs and Intoxication:** When the Employer has reason to believe that an employee is intoxicated, that employee shall be requested (in the presence of a Union Shop Steward, if available) to go to a medical clinic to undergo a urine specimen collection and a breath alcohol analysis. The Employer's testing procedure shall be a method approved by the Union. A refusal to give both specimens shall constitute a presumption of intoxication and shall constitute the basis of discharge without receipt of a prior warning.
  2. **Leave of Absence – Alcohol and Drug Use:** An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment pursuant to an approved program for alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

The Employer shall give random testing notice to an employee of the Employer's intention to request a test for drug use during a DOT physical examination.
  3. **Return from Leave of Absence – Testing:** Employees requesting to return to work from a leave of absence for drug use shall be required to be tested as set forth in subsection A of this Section. Failure to take the test to meet the approved standards shall be cause for discharge without prior warning letter.

4. Laboratory Testing Methodology: Testing Methodology will comply with DOT regulations 49CFR Part 40. The parties agree if new federally mandated changes are brought about, they too will become part of this Agreement.
5. The provisions of this Section shall not apply to probationary employees.

D. **Random Testing Policy Compensable Time:** The following policy has been approved by the Union in response to the requirements of the Department of Transportation as those requirements relate to Random Testing, FMCSR §391.109.

**Rule No. 1:** Where an employee is notified by the Employer to submit to Random Testing under DOT Guidelines, the employee shall be compensated for actual time spent at the collection site not to exceed one (1) hour. In cases where actual time spent exceeds one (1) hour through no fault of the employee, such situations shall be subject to the grievance procedure.

The Employer shall have the right to establish controls to monitor time spent at the collection site.

It is also recognized that the Employer shall have the right to discipline employees for dishonesty if time spent at the collection site is abused. Such discipline shall be subject to the grievance procedure.

The procedures identified in this Rule No. 1 shall apply when the Employer notifies the employee to submit to Random Testing either prior to the start of a shift or tour of duty; or after the employee completes a route of duty or ends a shift.

**Rule No. 2:** Where an employee is notified by the Employer to submit to Random Testing under DOT Guidelines during periods other than those identified in Rule No. 1, then all time spent shall be compensable to the employee including travel time to and from the collection site.

Compensable time under this Rule No. 2 shall also include time spent where the employee is required to submit to Random testing during periods the employee is in "on duty" status.

E. **FMLA:** When an employee is taking leave to which he/she is entitled under the provisions of the Family and Medical Leave Act (FMLA), he/she shall not be required by the Employer to substitute any paid leave earned under this Agreement for unpaid leave without his/her consent when the employee can show good cause. During FMLA leave, the Company will maintain the employee's health coverage on the same terms as if the employee had continued to work. Leave can be taken intermittently.

F. **Military Leave:** Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployments Rights Act (USERRA), Title 38, U.S. Code, Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and retirement contributions for the employee's period of service, as provided by USERRA.

Employees shall be subject to all obligations contained in the USERRA which must be satisfied for the employees to be covered by the statute. Employees on USERRA shall continue to accrue vacation to be used upon return.

Employees shall be granted leaves of absence up to thirty-one (31) days or a maximum of one hundred seventy-six (176) hours paid leave within one calendar year with pay for military training in the Guard or Reserve in accordance with the Ohio Revised Code without sacrifice of vacation time.

- G. **Leave Without Pay:** Employees covered by this Agreement may be granted a personal leave of absence for a maximum duration of two (2) years upon recommendation of the Superintendent. This leave shall exclude issues covered under FMLA. Upon completion of such leave the employee is to be returned to the position formerly occupied or to a similar position. Such employee may return to work before the scheduled expiration of leave. Leave without pay cannot be utilized until such time as all other forms legally available have been exhausted including vacation, sick and paid personal leave.
- H. **Americans with Disabilities Act & Reasonable Accommodation:** The Employer shall comply with the Americans with Disabilities Act.

#### **ARTICLE 20: PROGRAM CLOSING AND DELAYS**

- A. Cancellation of programs or closing of facilities due to calamity will be governed by the following provisions, which have been revised due to the termination of excused days by the State.
1. Closing for days beyond the hours authorized by the State of Ohio for instructional hours will be made up as required by the Employer. Employees will suffer no loss of their regular compensation during their regular scheduled hours of work, within scheduled hours of instruction.
    - a. **A Calamity day is when the total program is closed, cancelling a division of the Agency such as the Beacon School does not constitute a calamity day for purposes of this Article.**
  2. Instances of severe weather conditions, when a program and/or facility is closed, those unit members who are required to work and are unable to report for work or who report after their regularly scheduled starting time (in no event later than 10:00 a.m.), unless approved by the Superintendent, shall be permitted to use sick leave time (when criteria for use of sick leave is met), personal leave time, vacation time or leave without pay to account for the time missed from work. If an emergency has been declared that prevents employees from traveling on the roads (Level 3 declared by County Sheriff's Office), then employees will not be required to report to work until the emergency conditions have expired. If the emergency conditions continue throughout an employee's scheduled work hours, then the employee will be paid for a calamity day, up to a maximum of five days in a school year. If the emergency conditions expire during the course of the first half of an employee's scheduled work day, then the employee will be

expected to report to work at that time, but will be paid for a portion of a calamity day for the time period the emergency conditions existed.

3. The Employer will attempt to make a determination on the closing of a program or facility as early as possible.
4. Employees are responsible for listening to the designated radio stations or enrolling in the automated notice system to learn of "calamity day" status.
5. Employees who are required to work when there is a "calamity day" shall receive 1 additional day of personal leave for each occurrence.

## **ARTICLE 21: VACATIONS**

- A. Twelve-month employees who have completed one year who work 40 hours per week shall earn paid vacation leave to be used during the year after it is earned. Vacation time will be credited based on the following rate of accumulation:
  - Less than 8 years of service - 2 weeks per year
  - After 8 years of service - 3 weeks per year
  - After 15 years of service - 4 weeks per year
  - After 25 years of service - 5 weeks per year
- B. All other employees scheduled for two-hundred thirty eight (238) to two-hundred-sixty (260) days per year and at least five (5) hours per day bus and van drivers and four (4) hour per day assistant custodial workers shall earn paid vacation leave based on hours worked per day at an accumulation of two weeks per year (one week of which shall be used during a time approved by the employer i.e. Spring or Christmas break) to be used during the year after it is earned.
- C. No employee will be entitled to use vacation leave during his/her first year of employment, whether or not the employee has completed his/her probationary period. If an employee has not completed his/her probationary period by the end of his/her first year of employment, the employee shall not be entitled to use vacation leave under any circumstances until he or she has completed the probationary period. Upon successful completion of the probationary period, the employee will be credited with vacation leave computed from the original date of hire into a bargaining unit position.
- D. Vacation pay shall be calculated by multiplying the number of vacation days by the number of hours for which the employee is normally scheduled to work and then by the employee's straight-time hourly rate at the time vacation is taken.
- E. Employees may carry over with permission unused vacation leave into a subsequent year for no more than three (3) years.
- F. Vacation requests must be submitted to the Transportation Supervisor in writing at least fourteen (14) calendar days before the first day of the proposed vacation, except in emergency or extenuating circumstances, when an employee may submit a vacation request 1 to 13 days before the first day of proposed vacation. Regardless of how much notice is given, vacation may only be taken if approved by the Employer.

- G. The Employer reserves the right to limit the number of employees who may take vacation at any particular time.
- H. Vacation time shall not accrue based on the accumulation of paid overtime.
- I. Earned leave balances based on the most available information shall be included in the employee paychecks.
- J. Vacation leave shall be charged in quarter ( $\frac{1}{4}$ ) hour increments.

## **ARTICLE 22: PERSONAL LEAVE**

- A. Each 180 day employee shall be entitled to three (3) days of unrestricted paid personal leave each calendar year, which shall be pro-rated for employees hired after the first of the year. Employees working 248 days shall be entitled shall be entitled to four (4) days of unrestricted paid personal leave each calendar year, which shall be pro-rated for employees hired after the first of the year. Employees working two hundred sixty (260) days or more shall be entitled shall be entitled to five (5) days of unrestricted paid personal leave each calendar year, which shall be pro-rated for employees hired after the first of the year. It is the intent of personal leave to give employees extra days they need for emergencies and personal obligations not covered by other leave. Personal leave may not be used as an extra vacation period or for travel to or from a vacation destination.
- B. Personal leave shall be requested on the approved form and requires written approval of the Transportation Supervisor. Personal leave must be requested at least three (3) work days in advance, unless it is an emergency situation. In an emergency situation, the employee must advise the Transportation Supervisor of the nature of the emergency. If the employee reminds the supervisor of the request within two work days of the request and does not receive approval, the request shall be considered approved, unless the request has been denied in writing.
- C. No personal leave shall be granted for the day before or after a holiday, scheduled vacation or break period, except in emergency situations. In an emergency situation, the driver must advise the Transportation Supervisor of the nature of the emergency.
- D. In an emergency situation, the employee must submit the leave request form no later than the next working day to be paid for the personal leave.
- E. No more than one (1) employee in each classification can be on personal leave on any one day (to be determined on a first-come, first-serve basis).
- F. Paid personal leave may only be used during the calendar year in which it is granted. Unused personal leave will paid in accordance with Article 6, Leave Conversion.
- G. To use personal leave, an employee must be in active pay status and scheduled to work that day.
- H. A personal day earned shall be equivalent in hours to the employee's normally scheduled work day.

## **ARTICLE 23: HOLIDAYS**

A. 260-day employees will be paid their regular per diem rate for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
July 4 <sup>th</sup>	Christmas Day

B. Employees working less than 260 days each year, but no less than 191 days per year will be paid their regular per diem rate for all of the holidays contained in Section A except for July 4<sup>th</sup>.

C. In addition, the Board will extend the observance of the Christmas holiday for 260 day employees as follows:

If December 25 <sup>th</sup> falls on....	ACBDD offices will also be closed on...
Monday	Tuesday, December 26 <sup>th</sup>
Tuesday	Monday, December 24 <sup>th</sup>
Wednesday	Tuesday, December 24 <sup>th</sup>
Thursday	Friday, December 26 <sup>th</sup>
Friday	Thursday, December 24 <sup>th</sup>
<b>December 31<sup>st</sup> program is closed.</b>	

D. Aside from this, if a holiday falls on Sunday, it will generally be observed on the following Monday; if it falls on Saturday, it will generally be observed on the preceding Friday.

E. In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the workday immediately before and immediately after the holiday, unless the employee is on approved vacation leave or sick leave.

F. If a holiday occurs while an employee is on vacation or sick leave, a vacation or sick day will not be charged against his or her vacation leave or sick leave.

G. If an employee is in a non-pay status the entire day before or after a holiday, she or he will not be paid for the holiday.

H. An employee who actually works as required, with prior approval of the Superintendent or designee, on days of observance of the recognized legal holidays shall receive his/her regular rate of pay for the holiday and compensated at one and one half (1 ½) times that rate of pay for all hours worked on the holiday (i.e. two and one half (2 ½) times the regular rate of pay for the first 8 hours worked on a holiday).

**ARTICLE 24: SICK LEAVE**

- A. Sick leave may be requested for the following reasons:
1. Personal illness, injury, pregnancy, childbirth, and/or related medical conditions, or exposure to contagious disease, which could be communicated to others.
  2. Illness, injury or death of a member of the employee's immediate family.
  3. Medical, dental, or optical examinations or treatment of the employee or a member of his or his immediate family.
  4. For purposes of this provision, immediate family is defined as: mother, father, brother, sister, child, spouse, or person who stands in place of spouse as significant other, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of parent.
- B. It is the responsibility of each employee to report any anticipated absence as soon as possible to the Transportation Supervisor or, in the absence of the Transportation Supervisor, to the Superintendent or designee. Vehicle Operators must call the Transportation Supervisor no later than 9:00 p.m. the night before their absence or, if the employee wakes up sick, no later than 5:00 a.m. on the day of their absence for a morning route and no later than 12:00 p.m. (Noon) on the day of their absence for an afternoon route. All other employees must call the Transportation Supervisor no later than 9:00 p.m. the night before their absence or, if the employee wakes up sick, no later than one hour before their scheduled starting time on the day of their absence. An employee is required to notify the Transportation Supervisor or designee of his/her absence and the reason within the required time and to complete the required leave request form, as set forth in the Board Personnel Manual. If an employee has prior knowledge of a medical appointment, he/she must submit an application for use of sick leave as far in advance as possible. All notifications will be made by direct communication between the employee and the designated person. Voice and text messages are not acceptable. It is the employee's responsibility to maintain correct phone numbers and designated contacts.
- C. The Employer maintains the right to investigate any employee's absence, to require a physician's written certification of the nature of any illness of an employee and/or to require a fitness-for-duty examination by a physician appointed by the Board at Board expense.
- D. For each completed eighty (80) hours of service in active pay status, an employee shall earn 4.9 hours of paid sick leave. For the purposes of this Article, active pay status is defined as hours worked, hours on paid vacation leave, hours on holiday leave, hours on paid sick leave and other compensated time off. The amount of sick leave time one employee may accrue is unlimited.
- E. To utilize sick leave, the employee must be scheduled to work that day.
- F. Employees shall schedule medical appointments for themselves and members of their immediate family after regular working hours whenever possible.
- G. Vacation or personal leave shall be used for sick leave purposes after paid sick leave is exhausted.
- H. An employee who fraudulently obtains sick leave or falsifies sick leave records shall be subject to appropriate disciplinary action, up to and including dismissal.

- I. Medical verification of illness from a physician shall be required for every absence for illness of more than three consecutive days. Alteration of a physician's certificate and/or falsification of a sick leave usage form shall be grounds for immediate dismissal.
- J. Employees who transfer between county departments or agencies, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. It is the employee's responsibility to request that sick leave from prior service be transferred and to provide documentation concerning the balance to be transferred.
- K. The Employer may discipline employees for abuse of or an established pattern of use of sick leave. Abuse may be defined as the use of sick leave for reasons other than those listed in Section (A) of this provision. The Employer may also use other non-disciplinary methods to control an employee's excessive sick leave usage, including, but not limited to, the following: requiring an employee to meet with his/her supervisor after each absence; requiring an employee to bring a doctor's statement justifying the use of sick leave for each absence; and requiring doctor's appointments to be scheduled outside of the work day.
- L. SICK LEAVE DONATION (as per current Board Policy)

#### **ARTICLE 25: FUNERAL LEAVE**

- A. An employee who is absent from work in order to attend the funeral of the employee's father, mother, step parents, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouses' grandparents, grandparents-in-law or grandchildren, will receive pay for time lost from work, not to exceed three (3) consecutive work days, guaranteed pay for each day at his/her regular straight time rate. Consecutive work day is understood to mean three (3) regular scheduled work days in a row, regardless of regular days off. Funeral pay will not exceed one (1) days after the funeral for the employee, and the employee must provide the Board with satisfactory proof of the death of a relative and his/her attendance at the funeral, if requested by the Board.
- B. In the event of a death of a person covered under article, the Board will grant the employee up to an additional five (5) days off with pay from unused vacation or personal days in addition to the funeral leave allowed in this Article. In the event of the death of a relative who is not a member of the immediate family (as defined herein), the employee will be granted one (1) day of bereavement leave without pay.
- C. The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called "step" providing persons in such relationship have lived with or have been raised in the family home and have continued an active family relationship.

#### **ARTICLE 26: JURY DUTY AND OTHER COURT LEAVE**

- A. Court leave with pay shall be granted to employees summoned for jury duty, during regularly scheduled work hours, by a federal, state, or local court. In cases where the employee's absence will create a hardship on the Agency or jeopardize the safety of students or clients, the employee will be requested to ask to be excused from jury duty.
- B. Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses, during regularly scheduled work hours, where the employee is not a party to the action, if the appearance is job-related.
- C. An employee who is the appellant in an action before the State Personnel Board of Review, or the claimant before the Bureau of Worker's Compensation for a Board- related claim, and who is in active pay status at the time of a scheduled hearing or examination in the employee's case, shall be granted court leave with pay for purposes of attending such hearing or examination during normal working hours.
- D. Any compensation or reimbursement received by the employee related to jury duty or for court attendance, compelled by subpoena, must be submitted to the Fiscal Officer, when such duty was performed during regularly scheduled work hours. Employees will be paid their regular rate of pay for time spent on jury duty or court attendance during regularly scheduled work hours upon presentation of verification and any compensation/reimbursement to the Fiscal Officer.
- E. An employee who is appearing before a court or other body authorized by law to require attendance of witnesses in a case in which he/she is a party to the action, except as noted herein, may request vacation time, personal leave, or leave without pay for that purpose. Such instances would include, but not limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing as directed as a parent or guardian of juveniles.
- F. The employee should provide the Transportation Supervisor with two weeks' notice whenever possible.
- G. Jury duty and other court leave may only be used for regularly scheduled work time the employee actually spends at court and travel to and from the courthouse. When the employee is released from court prior to start of their shift or with more than 1 hour left on their shift, the employee must return to work to complete any regularly scheduled work hours that day except in the case of a vehicle operator whose last run of the day has already begun or in the case of any other classification if the employee has only one (1) hour or less remaining in his/her shift.

#### **ARTICLE 27: LEAVE CONVERSION**

- A. All employees covered by this Agreement that have worked at least twenty-four (24) consecutive months for the Employer shall be entitled to leave conversion. The maximum amount of converted sick leave, vacation or personal leave that can be considered earnable salary is the amount the employee earns in one calendar year, less any amounts taken during the calendar year.
- B. Any employee who has an accumulated balance of thirty (30) days sick leave may convert the balance of the sick leave earned in the calendar year less any leave used during the calendar year at 50%.

- C. Employees may convert any unused personal leave for the calendar year at 50% of his/her current rate of pay. Unused personal leave balances do not carry over and will be lost if not used or converted. The employee may convert unused personal leave to sick leave on an hour for hour basis.
- D. Eligible employees may request vacation leave conversion at any time in the calendar year up to the amount of their annual accrual. The conversion amount will be paid at 100% of the value of the vacation leave computed at his/her rate of pay at the time the request is made, less any applicable taxes.
- E. Leave conversion payments will be received in the employee's paychecks within thirty (30) days of the request and accrued leave balances will be adjusted accordingly.

#### **ARTICLE 28: UNIFORMS**

The Employer agrees that if the employee is required to wear any kind of uniforms, safety equipment, steel-toed work boots, etc., as a condition of his/her continued employment, such shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. The Employer has the right to establish and maintain reasonable standards for wearing apparel and personal grooming. The Employer will also pay the full cost of one pair of prescription safety glasses every two (2) years for the mechanics who need them.

#### **ARTICLE 29: SAFETY**

- A. Protective clothing including but not limited to gloves and masks shall be furnished for all drivers. It is the employee's responsibility to report to work with all required equipment and to wear and use same in the performance of his/her job. Failure to do so when required shall be subject to discipline.
- B. In the event an employee's clothing is destroyed or damaged beyond repair through no fault of his/her own, or in a wreck or fire, the Employer agrees to reimburse the employee for full loss sustained.
- C. The Employer will comply with the standards in the Public Employment Risk Reduction Program (ORC 4167).

#### **ARTICLE 30: WORKERS COMPENSATION CLAIMS**

- A. The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation protection for all employees.
- B. An employee who is injured on the job and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for actual hours worked or for the daily minimum guarantee for that day, whichever is greater.
- C. If medical necessity requires employee to be absent, employees may use paid sick leave or vacation leave at the employee's choice up to seven (7) days injury leave at his/her regular straight time rate (number of hours per day), or until workers' compensation pay begins.

- D. The Employer agrees to provide any employee injured locally, transportation at the time of injury from the job to the medical facility and return to the job, or to his/her home if required.

#### **ARTICLE 31: DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK**

- A. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the mechanics have addressed the complaint.
- B. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to a person or property or in violation of any applicable statute or court order, or in violation of a Government regulation relating to safety of person or equipment.
- C. Employees shall immediately, or at the end of their shifts, report all defects of equipment. Such reports shall be made on suitable form furnished by the Employer and may be made in multiple copies, one copy to be retained by the employee. Such reports shall be made out on Board time. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved, in writing, as being safe by the mechanics or a qualified representative of the Employer.

#### **ARTICLE 32: HOURS OF WORK AND OVERTIME**

- A. **The Employee is responsible for working all their scheduled hours.** The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day as it determined the needs of the Agency may require. However, each employee will be paid at the rate of one and one-half (1-1/2) times his/her regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one work week. Overtime must be authorized in advance by the Employer. For purposes of calculating, the work week begins at 12:01 a.m. on Saturday and ends at midnight the following Friday.
- B. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, holidays, vacation, personal leave, sick leave and compensatory time taken shall not be treated as hours worked.

Employees who are currently receiving compensatory time in lieu of overtime pay may continue to do so. Any change of an employee's choice to stop receiving compensatory time in lieu of overtime pay shall be given to the employer no more than once every month.

- C. Each full time employee who works five (5) continuous hours in a work day shall be entitled to one (1) thirty (30) minute meal period each workday. The meal break will be taken at a time set by the employee's supervisor.

Employees will not be permitted to work through a meal period in exchange for arriving at work late or leaving early, unless expressly authorized by their supervisor.

- D. The Superintendent reserves the right to temporarily assign bargaining unit work to supervisors, temporary, casual, intermittent or seasonal employees, or to others outside the bargaining unit to deal with work overloads, employee absences, promotional probationary periods, emergency situations where no qualified employee is readily available, or in other similar circumstances.
- E. No such temporary assignments shall exceed eighty-five (85) working days. The employees shall be assigned to the appropriate bargaining unit classification and wage scale and will receive all other rights and benefits conferred to bargaining unit employees under this Agreement. Said appointment will be on an interim basis until such time as the original employee returns to assume his/her former position. In this event, the Superintendent will lay off the interim employee. This layoff shall not be subject to the provision of the Article on Layoff and Recall (Reduction in Force). Temporary Assignments to fill-in for approved bargaining unit members' leaves of absence may exceed eighty-five (85) working days.
- F. Should the original employee not return, the position shall be posted and filled in accordance with Article on Vacancies.

### **ARTICLE 33: PAID FOR TIME**

- A. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he/she is effectively released from duty.
- B. **Call In Time** - Employees called to work shall be allowed sufficient time, without pay, to get to the garage or work site, and shall draw full pay from the time they report to work. If not put to work, employees shall be guaranteed two (2) hours pay at the hourly rate specified in this Agreement. If an employee is put to work, the employee shall be guaranteed three (3) hours pay.
- C. On breakdown or impassable highways, inclement weather delays, or hazardous road conditions, drivers shall be paid the minimum hourly rate for all time spent on such delays, commencing with the first hour or fraction thereof, but not to exceed more than eight (8) hours out of each twenty-four (24) hour period, except when that employee is required to remain with his/her equipment during such breakdown or impassable highway, he/she shall be paid for all such delay time at the rate specified in this Agreement.

Where an employee is held longer than an eight (8) hour period, he/she may in addition be furnished clean, comfortable, sanitary lodging, plus meals.

**ARTICLE 34: WAGES**

A. Teamsters Local Union No. 637 and the Athens County Board of Developmental Disabilities agree to the following terms for the 2018 negotiations for Article on Wages. All new employees covered by this Agreement shall be paid on an hourly rate, which shall be considered the minimum rate, as follows:

POSITION	Pay Range Entry level Minimum Rate
Vehicle/Facility Mechanic	\$20.00
Facility/Vehicle Mechanic	\$20.00
*Vehicle Operator I/III	\$15.00
Lead Custodial Worker	\$14.00
Vehicle Op 1/Facilities Mnt Wkr	\$12.50
Facility/Transportation Aide Trainee	\$12.50
Vehicle Operator 1 (Van Driver)	\$12.50
Custodial Worker	\$11.50
Assistant Custodial Worker	\$9.50

\*Individuals driving an 84 passenger transit bus shall receive an additional \$1.00 per hour.

The Employer reserves the right to hire new employees above the minimum rates.

B. Effective upon ratification of the CBA, all employees shall receive an hourly increase of \$.50 or, if such increase does not take the employee to the minimum rate for his/her classification, an increase to the minimum rate.

Effective September 1, 2019, the bargaining unit members shall receive a \$0.45 pay increase to their current rate of pay.

Effective September 1, 2020, the bargaining unit members shall receive a \$0.45 pay increase to their current rate of pay.

C. If at the successful completion of a new employee probationary period, after consulting with other facility/transportation employees, the Facility/Transportation Director may determine the new hire employee should be placed at a higher rate of pay. The Facility/Transportation Director may recommend that the ACBDD consider placing the new hire employee at a higher rate of pay as recommended by the Facility/Transportation Director.

- D. All work performed on Sundays shall be paid at two times the employee's hourly rate.
- E. When shortages occur in custodial classifications, employees in other classifications will be considered to fill the shifts on a voluntary basis.
- F. Signing bonus: upon notification of the CBA, employees who have completed their probationary period shall receive a signing bonus of \$200.

#### **ARTICLE 35: OPERS/SALARY REDUCTION PLAN**

- A. The Board shall contribute to the Ohio Public Employees Retirement System (OPERS) in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and (2) cash salary. An employee's deferred salary shall be equal to that percentage paid by an employee's contribution; the salary reduction shall be paid by the Board to OPERS on behalf of said employee as a salary reduction of the OPERS employee contribution, otherwise payable to the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the salary reduction for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under the contracts (including salary reduction amounts) and its employer contributions to OPERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
- D. The Employer shall compute and remit its employer contributions to OPERS based upon the total annual salary, including the salary reduction. The Employer shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the salary reduction. The Employer shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the salary reduction. The Employer shall compute income tax withholding based upon gross income as reported to respective tax authorities.
- E. The salary reduction shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The salary reduction shall be a uniform percent for all employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. The current taxation or deferred taxation of the salary reduction is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on

the salary reduction will be deferred. If the IRS or other governmental entity declares the salary reduction not to be tax deferred, this section shall be null and void and the OPERS contribution procedure in place prior to the effective date of this provision shall be in effect.

#### **ARTICLE 36: PAY PERIOD**

- A. All regular employees covered by this Agreement shall be paid in full each pay period. Not more than fourteen (14) days shall be held on an employee. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose on behalf of the employee.

The pay period will begin at 12:01 a.m. Sat, and end Friday at midnight.

- B. All pay shortages will be corrected in seven (7) days to allow the employee to be paid on the next scheduled pay period.

#### **ARTICLE 37: SEVERANCE PAY**

- A. Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

1. Eligibility: An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:
  - a. The employee retires from employment with the Board pursuant to OPERS regulations.
  - b. The employee must, within one hundred twenty (120) days of last day of employment with the Board, prove acceptance into the retirement system by having received his/her first retirement payment.
  - c. The employee must sign for the severance check certifying that the eligibility criteria have been met.
  - d. At the time of retirement, the employee must be a full-time employee with ten (10) or more years' service with the Board.

2. Benefit Calculation: The amount of the severance benefit due an employee shall be calculated by:

- a. Multiplying the employee's accrued but unused sick leave by:
  - twenty-five per cent (25%) for employees with more than ten (10) and less than fifteen (15) years of service with the Board,
  - thirty per cent (30%) for employees with more than fifteen (15) years and less than twenty (20) years of service with the Board,
  - forty per cent (40%) for employees with more than twenty (20) years of service with the Board.
- b. Multiplying the product times the employee's per diem rate of pay at the time of retirement.

- c. The amount of the benefit calculated in steps a and b shall not exceed the value of:
- sixty (60) days accrued but unused sick leave for employees with more than ten (10) and less than fifteen (15) years of service with the Board,
  - seventy-five (75) days accrued but unused sick leave for employees with fifteen (15) and less than twenty (20) years of service with the Board,
  - ninety-six (96) days accrued but unused sick leave for employees with more than twenty (20) years of service with the Board.
- B. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

### **ARTICLE 38: INSURANCE**

- A. For those employees that choose insurance coverage, the Employer shall provide a hospitalization and major medical health insurance plan(s), a vision insurance plan, a dental insurance plan(s), a prescription drug plan(s), and a group term life insurance plan(s). The Board has the right to choose all insurance carriers so long as the coverage is comparable to the present coverage.
- B. For those who choose insurance coverage, the Employer shall pay 100% of the premiums for vision and dental insurance regardless of the type of plan chosen (single, employee/spouse, employee/child, or family). The Employer shall also pay the full cost of group term life insurance in the amount of \$50,000 coverage for all full-time employees.

The Employer shall offer health insurance coverage in the form of an HRA plan. The employee shall pay 15% of the total premium for single coverage and 20% for employee/spouse, employee/child or family coverage. The premium is for hospitalization, major medical health insurance and prescription drug plans.

- C. Employees scheduled to work less than 25 hours per week shall not be eligible for the benefits described in this Article.
- D. The Employer shall request that the county auditor's office continue to maintain a Section 125 Plan (insurance premiums only – not a cafeteria plan).
- E. An employee on unpaid leave of absence shall continue to be carried on payroll records for insurance purposes, but the employee shall be responsible for payment of 100% of his/her insurance premiums for the specified time of the leave, except as may be otherwise provided under Board policies or Articles in this Agreement for an employee on Family and Medical Leave. The employee taking unpaid leave shall choose either to pay the amount of the first month's insurance premiums directly to the Board prior to the commencement of unpaid leave and directly

to the Board prior to the beginning of the month for each subsequent month that the employee is on leave, or to authorize that the premiums be payroll deducted from the employee's paycheck.

- F. Employees shall be responsible for notifying the Personnel Office of changes in dependent or covered persons as soon as such change occurs. If an employee fails to notify the Personnel Office as soon as the change occurs, the employee shall reimburse the Board for all premiums paid for ineligible persons.
- G. The employer has an established Insurance Committee to study various plans and make recommendation to the Board for the health insurance for all employees. Local 637 shall have representation to this committee with two members from Local 637. The Committee shall make recommendations to the Board concerning premiums, plan features and coverage, and plan design. Representatives are expected to discuss the proposals of the Insurance Committee with Local 637 membership and provide feedback.

If adopted by the other Collective Bargaining Units of the ACBDD, the Insurance Committee will be modified to contain 5 members (one member each from: ABEA, PGO, Teamsters, ACBDD and a non-bargaining employee). The committee members will have voting rights to modify and accept different policies and plans on behalf of the group. The selection will then be presented to the ACBDD for approval or rejection. If adopted, the previous language in G will be null and void.

- H. During the duration of this contract, if any other ACBDD employee or employee group receives an employer-paid premium and/or deductible percentage that differs from those in this contract, Management and Union agree to enter into a negotiations re-opener to negotiate regarding the employer-paid premium and/or deductible percentage.

#### **ARTICLE 39: SUBCONTRACTING**

- A. The Employer may determine it is necessary to subcontract with independent vendor(s) in order to maintain the flexibility to provide continuous services to meet the needs of consumers and address the mandates required by state and federal statutes while operating as effectively as possible, given the availability of funds and the needs of the workforce.
- B. If the Employer determines it is necessary to subcontract with an outside vendor, the employees working under the related job classification(s) shall be provided with an opportunity to offer input.
- C. It is understood that the Employer has the right to determine whether to subcontract with an independent contractor, except when doing so would lead to a reduction in the hours and/or wages of a particular bargaining unit classification or be used to permanently avoid employing a sufficient number of employees to handle increases in the number of consumers.

- D. Subcontracting occurs when the Employer contracts for services with independent vendor(s) to perform some or all of the core duties related to a Teamster classification as listed in the Wages Article.

#### **ARTICLE 40: MISCELLANEOUS**

- A. All employees shall have a right of reasonable inspection of his/her personnel file. Inspections shall not take place during the employee's scheduled work time. The employee shall have the right to add rebuttal on any material in his file that he deems incorrect or incomplete. The following documents will not be made available for a public record request: medical records, records pertaining to adoption, probation or parole proceedings; confidential law enforcement investigatory records; records of which the release is prohibited by State and Federal Law; drug testing results; social security number. When an employee's personnel file has been requested by a member of the public, the employee shall be notified within three (3) days of the request prior to the review.
- B. All employees authorized by the Board upon the Superintendent's recommendation will be reimbursed for mileage, lodging, and meals at the Board approved reimbursement rates. Employees will be required to furnish receipts showing their payment of costs to be reimbursed at the next pay period after they turn in their requests for reimbursement.

#### **ARTICLE 41: DURATION**

- A. This Agreement supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee, except for Board policies, the subject of which is not in conflict with any provision of this Agreement. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.
- B. This Agreement shall become effective as of September 1, 2018, except as otherwise indicated herein, and shall remain in effect up to and including August 31, 2021 and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to August 31, 2021, or prior to the date of expiration of any annual renewal thereof.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.