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**AGREEMENT AND MEMORANDUM OF UNDERSTANDING
BETWEEN TEAMSTERS LOCAL #92 AND TUSCARAWAS
COUNTY BOARD OF DD REGARDING PAYMENTS
TO EMPLOYEES UPON PROGRAM ABOLISHMENT**

This Memorandum of Understanding is made on this 26 day of September, 2016 by and between the Tuscarawas County Board of Developmental Disabilities, hereinafter "Board", and the Teamsters Local Union No. 92, hereinafter "Union", in order to set forth additional terms and conditions to the current Collective Bargaining Agreement ("Agreement") for members of the bargaining unit in the event of a Reduction In Force due to program abolishment, hereinafter "RIF".

WHEREAS, changes in state and federal law forced the Board to elimination its adult transportation program, which will cause a RIF of bargaining unit members, and

WHEREAS, the Board and the Union have already agreed to provisions in the current Agreement which provide members of the bargaining unit certain rights when a reduction in force occurs; and

WHEREAS, the Board and the Union desire to set forth additional provisions applicable to employees in the bargaining unit who would be affected by a reduction in force (RIF) due to program abolishment;

NOW, THEREFORE, the Board and the Union mutually agree that:

1. A unit member who continues to be employed by the Board until he/she is laid off due to abolishment of the Board's adult transportation program (whether or not s/he goes to work for PCS) shall be compensated as follows:

a. in addition to his/her final paycheck with accrued earnings, s/he shall receive a lump sum payment equal to thirty five per cent (35%) of his/her annual wage (gross wages from September 1, 2015 through August 31, 2016), plus an amount equal to the number of hours worked or on approved paid leave or paid holiday from 9/1/16 through 9/30/16 multiplied by \$1.50;

b. s/he shall be paid at his/her rate of pay at the time of separation for all earned but unused vacation leave. The payment of any accrued vacation leave beyond one year does not require proof of approval to carry over vacation leave.

2. If a unit member continues to be employed by the Board until s/he is laid off and immediately thereafter takes employment with Person Centered Services (PCS) in a facility leased by PCS from the Board, and if such unit member is deemed by OPERS to be a "carryover employee" for purposes of retirement contributions, then:

a. In the event such unit member elects to terminate membership with OPERS ("opts out"), the Board shall pay him/her a lump sum payment equal to ten per cent (10%) of his/her annual wage (gross wages from September 1, 2015 through August 31, 2016), in addition to the lump sum payment set forth in paragraph 1(a) above; or

b. In the event such unit member elects to continue membership with OPERS, the Board shall continue to submit the employer share of OPERS contributions for that unit member until the effective date of his/her OPERS retirement.

3. If any provisions in this Memorandum of Understanding conflict with certain provisions in the current Agreement, then those conflicting provisions in this Memorandum shall prevail over the provisions of the Agreement for employees laid off due to the closure of the adult transportation program.

4. Notwithstanding Article 24, section D, the parties agree that employees who are laid off or volunteer for layoff due to the abolishment of the board's adult transportation program shall be placed on a recall list for a period of 36 months. However, if such an employee is offered re-employment in any classification and refuses it, that employee will be removed from the recall list unless the position is fewer hours or a lower hourly rate at the time of recall than prior to layoff.

5. If a bargaining unit employee is employed by the Board as a 9-month bus driver or transportation assistant in the school program after the abolishment of the Board's adult transportation program in 2016, and his/her position is abolished and s/he is laid off within two years (on or before October 1, 2018), then s/he shall receive the payment that s/he would have received at the time of the abolishment of the adult transportation program pursuant to the memorandum of understanding between the parties.

FOR TEAMSTERS LOCAL #92:

Warren Brustoski 9/27/16
Warren Brustoski, Teamsters Business Agent Date

Mary Jane Mendoza 9/26/16
Mary Jane Mendoza, Teamsters Local Steward Date

FOR THE BOARD:

Kellie Brown 9/25/16
Kellie Brown, Interim Superintendent Date

STATE EMPLOYMENT
RELATIONS BOARD

2016 OCT 14 P 3:25

AGREEMENT BETWEEN
THE TUSCARAWAS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
AND
THE GENERAL TRUCK DRIVERS AND HELPER'S UNION
(AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)
LOCAL #92

SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2019