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STATE EMPLOYMENT  
RELATIONS BOARD

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STATE EMPLOYMENT  
RELATIONS BOARD

**ARTICLE 1**                      **PURPOSE**

This Agreement is made by and between the Clark County Board of Developmental Disabilities ("Agency") and the International Brotherhood of Teamsters, Local 957 ("Union") pursuant to the terms of Ohio Revised Code Chapter 4117. The purposes of this Agreement include the following: 1) To recognize the legitimate interest of the employees to participate through collective bargaining in the determination of their terms and conditions of their employment; 2) To promote cooperation and harmonious labor relations between the Agency, bargaining unit members and the Union; 3) To attract and retain qualified employees by providing benefits compatible with the financial resources of the Agency; 4) To promote efficiency and improved service to the individuals the Agency serves; 5) To provide for the prompt, peaceful and equitable adjustment of differences that may arise; and, 6) To ensure that all employees receive fair and impartial treatment by both parties.

**ARTICLE 2**                      **RECOGNITION**

**Section 2.1** The Agency hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters related to wages, hours, or other terms and conditions of employment for all members in the bargaining unit identified as "all full-time and regular part-time employees in the classifications of Vehicle Operator, Transportation Safety Aide, Automotive Mechanic, and Automotive Mechanic Assistant" in case number 02-REP-08-0159 of the State Employment Relations Board.

All other employees of the Agency not specifically included herein, including all confidential employees, management employees, intermittent employees, and supervisors, are excluded from the bargaining unit.

**Section 2.2** In the event the Agency revises current job descriptions or job titles within those classifications, those classifications in the bargaining unit shall remain in the bargaining unit.

**ARTICLE 3**

**MANAGEMENT RIGHTS**

**Section 3.1** Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Agency. Except to the extent modified by the provisions of this Agreement, the Agency reserves and retains solely and exclusively all of its legal rights to manage its operations, as such rights existed prior to the execution of this Agreement with the Union. The rights of the Agency shall include, but shall not be limited to, the right to establish, change or abolish policies, practices, rules, or procedures for the conduct of its programs, its employees and its services to the individuals it serves, consistent with the provisions of this Agreement.

**Section 3.2** The Union recognizes and agrees that, except as specifically limited by a provision of this Agreement, all rights to manage, direct, or supervise the operations of the Agency and all of the employees, are vested solely and exclusively with the Agency and/or the Agency's designated representatives. The Agency's exclusive rights shall include, but shall not be limited to, the following:

- A. To determine matters of inherent managerial policy including, but not limited to, areas of discretion or policies such as the mission, functions and programs of the office, its goals, objectives and services, standards of services, its overall budget, utilization of technology, personnel and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, lay off, recall or discipline for just cause, and to maintain order among employees;
- C. To maintain and improve the efficiency and effectiveness of governmental operations, to make any and all rules and regulations, and otherwise to exercise the prerogatives of management;
- D. To determine the overall methods, process, means or personnel by which operations are to be conducted, to manage and determine the location, type, and number of physical facilities, equipment, programs, and work to be performed, to establish starting and quitting times, the numbers of hours of to be worked, work schedules, and assignments, and to determine the necessity for overtime and the amount required thereof;
- E. To determine the size, composition and adequacy of the work force, to establish, modify, consolidate and determine staffing patterns, including, but not limited to, the right to determine when a vacancy exists, qualifications required and schedules and duties performed;
- F. To determine, and from time to time re-determine, the number, locations, relocations and types of functions the Agency performs, and to terminate or eliminate all or any part of its work or facilities;

- G. To maintain the security of records and other pertinent information;
- H. To determine and implement necessary actions in emergency situations;

**Section 3.3** The Union agrees that all of the Agency's functions, rights, powers, responsibilities, and authority in regard to the operation and direction of its work force and business that the Agency has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Agency.

**ARTICLE 4** **DUES DEDUCTION/UNION SECURITY**

**Section 4.1** The Agency agrees to deduct Union dues from the wages of any bargaining unit employee who submits a written request to the Agency. The Union will notify the designated Agency representative annually of the dues and fair share fees it charges, and will update this information as needed. The Agency shall not be obligated to make dues deductions from any employee who, during any dues month involved, failed to receive sufficient wages to make all standard deductions in addition to Union dues deductions, submits a written request to cease such deductions, or ceases to be employed in a bargaining unit classification.

All employees in the bargaining unit who are not members of the Union, after sixty (60) days from date of hire shall pay a fair share fee in accordance with Ohio Revised Code Section 4117.09(C). The Union shall inform the Agency of the amounts to be deducted under this Section. Fair share fees shall be deducted in equal monthly installments from the wages of the bargaining unit employees who are not members of the Union. The Union shall inform the Agency of the amounts to be deducted under this Section. The amount of such fair share fees, however, shall not exceed the amount of Union membership dues.

**Section 4.2** It is specifically agreed that the Agency assumes no obligation, financial or otherwise, arising out of provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Agency harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Agency. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.3** The Union agrees to submit written notification to the Agency's designated representative at least thirty (30) days before making any changes in an employee's dues deductions.

**Section 4.4** **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 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



**ARTICLE 7**

**UNION REPRESENTATION\BULLETIN BOARDS**

**Section 7.1** The Agency agrees to recognize two (2) employees as stewards and one employee as alternate steward for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the designated representative of the Agency in writing of the names of the stewards and alternate steward and of any changes that may occur. Except as specifically set forth in this Agreement, the stewards and alternate stewards may not conduct Union business during their work hours. However, when stewards, alternate stewards or bargaining committee members are required to meet with Agency Representatives regarding Union business (other than for contract negotiation or administration sessions) during working or non-working time, they will be paid at their regular rate of pay. Any Union member designated to serve on the County or Agency insurance committee will be paid at his or her regular rate of pay for all time spent in such committee meetings that are scheduled during the employee's regular working hours; such an employee will be granted compensatory time off for all time spent in such committee meetings that are scheduled during the day but outside the employee's regular working hours.

**Section 7.2** Non-employee representatives of the Union shall be admitted to the workplace for the purpose of processing grievances, attending meetings, or monitoring the administration of this Agreement, upon prior notice and approval of the designated representative of the Agency. Non-employee representatives' access will be limited to the Agency's administrative offices and other public areas, and they will not be permitted access to any secured or restricted area, except in the company of the Agency's designated representative during a grievance investigation. Investigations shall not involve individuals whom the Agency serves, and stewards shall not conduct investigations in the proximity of any such individual, except as permitted by the individual or his/her guardian.

**Section 7.3** The Union shall be permitted to install and maintain one bulletin board (24 x 36 inches) in the designated employee lounge at each facility where bargaining unit members work. The Union agrees that it will limit the use of the bulletin board for the following Union notices:

- A. Recreational and social affairs of the Union;
- B. Union meetings;
- C. Union appointments;
- D. Union elections and announcements of issues;
- E. Results of Union elections, ratifications or strike votes;
- F. Reports of standing Union committees;
- G. Rulings or policies of the International Union; and
- H. Any other material authorized by the Agency.



The Union and the Agency understand and agree that the filing of frivolous grievances can be disruptive of good labor-management relations, and the Union affirms that it will discourage the filing of frivolous grievances. The Union and the Agency agree that they will attempt to discuss the validity of the grievance to determine whether a grievance is frivolous.

**Section 9.2** A grievance is a dispute between an employee or the Union and the Agency in which it is alleged that there has been a misinterpretation or violation of an express provision or provisions of this Agreement, or a claim arising as the result of disciplinary action. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action. The grievance procedure shall not be used to effect changes to, or modifications of, this Agreement.

Any alleged violation of or misinterpretation of a provision of the Board Personnel Manual may be processed through the grievance procedure contained in the Personnel Manual.

The Union or an aggrieved bargaining unit member may initiate a grievance.

The grievant shall have the right to process his/her grievance by himself/herself, or to be accompanied by a Union representative during meetings concerning his/her grievance. The Union will be informed of all grievance meetings and will be permitted to send an observer.

**Section 9.3** Grievances must be completed and filed on the forms provided by the Union and must contain the following information:

- 1) The aggrieved employee's name and signature;
- 2) The date the grievance was first discussed;
- 3) The name of the supervisor with whom the grievance was first discussed;
- 4) The date the grievance was filed in writing;
- 5) The date and time the incident giving rise to the grievance occurred;
- 6) A description of the incident(s) giving rise to the grievance;
- 7) Each Article and Section of the Agreement allegedly violated; and,
- 8) The desired remedy to resolve the grievance.

A grievance that does not contain the information described above may be returned to the grievant and/or the Union representative for clarification. In order to be considered as a grievance, however, there must be sufficient information for the Agency to determine the basis of the grievance.

**Section 9.4** For the purposes of this Article, disciplinary action is any reduction in pay and/or position, removal or suspension. Discipline that does not fall within this definition is grievable but not arbitrable. Grievances regarding discipline or any loss of pay shall be initiated at Step Three.

**Section 9.5 Grievance Procedure Steps**

A. **Step One - Immediate Supervisor** An employee having an individual grievance will first attempt to resolve it informally with his/her immediate supervisor. Such attempt at informal resolution shall be made by the employee/grievant within seven (7) calendar days from when the employee/grievant knew, or should have known, of the events or circumstances giving rise to the grievance. Grievances brought to the supervisor (except as otherwise provided herein) beyond the seven (7) calendar day limit shall not be considered. Either the grievant or the supervisor may document the grievance meeting in the form of a memo or other appropriate means.

B. **Step Two - Department Director** If the grievance is not resolved in Step One, within seven (7) calendar days after receipt of the Step One response he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step, if any, and any other pertinent documents, to the Department Director or his/her designee. The Department Director or his/her designee shall date the form accurately, showing the date his/her office received the form.

The Department Director or his/her designated representative will review the information pertaining to the grievance and may hold a meeting with the grievant to discuss the grievance. The Department Director or his/her designee will render a written decision within seven (7) calendar days of either receipt of the grievance or the grievance meeting, whichever is later. If a meeting is held, the grievant may bring a Union representative to the meeting.

C. **Step Three - Superintendent** If the grievance is not resolved in Step Two, within seven (7) calendar days after receipt of the Step Two response the grievant may appeal the grievance to Step Three by delivering a copy of the grievance form, containing the written response at the prior steps and any other pertinent documents, to the Superintendent or his/her designee. The Superintendent or his/her designee shall date the form, accurately showing the date his/her office received the form.

The Superintendent or his/her designee will review the information pertaining to the grievance and may hold a meeting with the grievant to discuss the grievance. The Superintendent or his/her designee will render a written decision within seven (7) calendar days of either receipt of the grievance or the grievance meeting, whichever is later. If a meeting is held, the grievant may bring a Union representative to the meeting.

D. **Step Four - Arbitration** If the grievance is not resolved in Step Three, within thirty-seven (37) calendar days after receipt of the Step Three response, or forty-four (44) days after the Step Three meeting if no response is received, the Union may appeal to arbitration by serving the Agency a notice of intent to arbitrate. The Union shall, by letter or electronic filing, solicit

nominations for arbitrators from the Federal Mediation and Conciliation Service ("FMCS") or State Employees Relations Board (SERB) to hear the arbitration, and submit a copy of the letter or electronic filing receipt with the notice of intent to arbitrate the grievance. Upon receipt of such list of arbitrators the parties may attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators once per arbitration. If either party does not choose to strike the entire panel of proposed arbitrators, but the parties fail to agree on the selection of one (1) arbitrator, the parties shall proceed to strike alternately one name each from the list. The parties shall alternate who strikes a name from the list first. The individual whose name remains on the list after the other six (6) names have been removed shall be the arbitrator. The FMCS shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the FMCS. The arbitrator selection process will be completed as quickly as possible.

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the FMCS, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, hearing, and recorded testimony from both parties. The arbitrator shall hear only one (1) grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, either party may withdraw the dispute in writing by notifying the arbitrator. The issue of arbitrability may be submitted to the arbitrator before the merits of the grievance are heard.

The grievant, the Union representative, and employee witnesses called by the Agency who appear at an arbitration hearing during their normal working hours, shall not suffer any loss in pay. Employee witnesses, other than the grievant and the grievant's representative, called by the Union, will be permitted time off, with pay, to testify at an arbitration hearing if such time is during regularly assigned working hours, provided that the needs of the Agency and the safety of the individuals being served are not compromised. In the event of a conflict, the Agency and the Union will meet to resolve any witness scheduling issues.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement.

At least seven (7) calendar days prior to the date scheduled for arbitration, the Union will notify the Agency of any employees who will need to be released from work to attend the arbitration hearing. The parties may agree to disclose witnesses, their expected testimony and the documents submitted seven (7) days prior to the hearing in an effort to settle the grievance.

No decision by an arbitrator shall infringe upon the following:

- a. The obligation of the Agency as expressed or intended by the provisions of Ohio Law;
- b. The statutory obligations of the Agency;

- c. The legal principles expressed by Ohio Supreme Court determination or by any other court of competent jurisdiction, or in the general body of legal principles which are applicable to Boards of DD and their functions.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe such responsibilities, except as they may be altered by this Agreement. The arbitrator shall have no power to decide any questions that, under this Agreement, are solely within the responsibility of management to decide and not in conflict with the Agreement.

The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator may not make an award or decision that in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted. The arbitrator shall not issue observations or declarations of opinion that are not directly essential in reaching a decision on the issue(s) in question.

It is expressly understood that the decision of the Arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision.

The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The requesting party shall be responsible for paying court reporter fees; such fees, however, shall be split equally if both parties desire a reporter or request a copy of the transcript. The costs of the services of the arbitrator, the fee of the arbitrator and the arbitrator's housing and lodging, if any, shall be equally divided between the parties.

**Section 9.6** Unless otherwise provided herein, all grievances must be processed at the proper step in order to be considered at subsequent steps, unless the parties agree, in writing, to waive certain steps. Any employee may withdraw a grievance at any point by submitting a written statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Agency's last answer. Any grievance not answered by the Agency within the time limits in that step, shall be deemed denied and may be presented by the grievant or the Union to the next step. Time limits may be extended by the Agency and the grievant or Union by mutual agreement in writing.

**Section 9.7** A group grievance is a grievance concerning two (2) or more bargaining unit members. A group grievance must identify by name, job classification or otherwise all employees affected by the issue and be signed by a majority of the affected employees. Group grievances may be initiated by the employee or the Union at Step Two of the grievance procedure, subject to the time limits of Step One.





**Section 13.3** An employee may be provided with one copy of any document that will be placed in his/her personnel file. An employee shall be provided with a copy of any evaluation or disciplinary action concerning the employee.

**Section 13.4** Any medical information contained in an employee's personnel file shall be kept confidential.

**ARTICLE 14** **WORK RULES AND INFORMATION ORDERS**

**Section 14.1** The Union recognizes the authority of the Agency to promulgate work rules, policies, standards of conduct, directives and general orders for the operation of the Agency's programs. The parties also recognize that all employees are subject to and responsible for the implementation of statutory and administrative rule provisions that may not necessarily be included in the Agency's rules and regulations of which they are aware.

The Agency agrees that new or revised work rules and directives shall be made available to employees and the Union in advance of their implementation.

The parties recognize that all rules and all provisions of this Agreement may be subordinated to emergency situations (as defined in Article 25) as those may occur. Any alleged violations of this agreement may be grieved once the emergency situation is abated in accordance with the timelines established in the grievance procedure.

**ARTICLE 15** **DISCIPLINE**

**Section 15.1** No bargaining unit employee shall be reduced in pay and/or position, suspended, removed, or otherwise disciplined except for just cause. The Agency will impose routine disciplinary action upon the affected employee within ten (10) work days of the supervisor's knowledge. In instances when an investigation is required, the Agency will notify the employee within (7) work days of the incident that an investigation is being conducted and that discipline may result. All such investigations will be completed in a timely manner and any resulting discipline imposed as soon as practicable at the conclusion of the investigation. Disciplinary action shall be communicated to the affected employee in a private and business-like manner.

Discipline will take into account the nature of the violation, the employee's record of performance and conduct, past disciplinary actions, and other appropriate considerations.

Nothing in this Article shall be interpreted as limiting the Agency's ability to implement discipline at an advanced step where appropriate.

The Agency will give a copy of all written corrective action to the employee and the chief steward.

**Section 15.2** In the event an employee is to be given disciplinary action for behavior or conduct that may warrant a reduction in pay or position, suspension, or removal, a pre-disciplinary meeting between the employee and the Agency's designated representative will be arranged.

The pre-disciplinary meeting will be scheduled not earlier than twenty-four (24) hours after the time the employee is notified of the meeting and of the charges against him/her. The Chief Steward will be provided a copy of the meeting notice. The employee may have one representative present for the pre-disciplinary meeting. The employee is responsible for notifying the representative.

Upon notice of the pre-disciplinary meeting, the employee may elect to do any of the following: (1) appear at the meeting and present an oral or written statement on his/her own behalf; (2) appear at the meeting and have his representative present an oral or written statement; (3) in the event the employee is physically unable to appear at the meeting, have his/her representative appear and present an oral or written statement on his behalf; or, (4) elect to waive the opportunity to have a pre-disciplinary meeting. An employee who, without notice to the Agency, fails to appear or fails to cause his/her representative to appear, at the pre-disciplinary meeting, shall be considered to have waived his/her pre-disciplinary meeting.

**Section 15.3** After the pre-disciplinary meeting, the employee and the chief steward will be notified of the disciplinary action and the effective date of such disciplinary action. The employee may file a written appeal of the discipline that results in a loss of pay in accordance with the grievance and arbitration procedures set forth in this Agreement. In accordance with Section 9.4 of this Agreement, disciplinary actions involving reduction in pay and/or position, removal or suspension may be appealed directly to Step Three of the grievance procedure.

**Section 15.4** When the Agency determines that immediate action is required, the Agency may place an employee on administrative leave with pay pending investigation and/or pre-disciplinary meeting.

**Section 15.5** Written reprimands will not be used to determine progressive discipline after twelve (12) months, provided there has been no intervening discipline. Any other disciplinary action greater than a written reprimand will not be used to determine progressive discipline after eighteen (18) months, provided there has been no intervening discipline.

**Section 15.6** Disciplinary actions, including warnings, suspensions and "last-chance" agreements, that relate to attendance violations (absence or tardiness) shall not be used for purposes of progressive discipline for infractions or violations of rules or policies that do not involve attendance. Before discharging an employee or giving him or her a last-chance agreement for attendance violations the Agency will first impose an unpaid suspension.

## **ARTICLE 16**                      **SENIORITY**

**Section 16.1** Seniority is defined as an employee's continuous, uninterrupted service or employment in a regular full-time or regular part-time position as an employee of the Agency since the employee's last date of hire.

Employees may also have "classification" seniority, which is defined as the employees' continuous service in the current classification.



the vacancy upon notification. There shall be no trial periods. Any resulting opening(s) are to be offered as specified in paragraph 1 of this section.

The in-unit selection procedure will be started as soon as possible after the Agency determines the vacancy will be filled.

The same procedure may be used for long-term or indefinite temporary vacancies, which may be parted out by run and/or day. Long term or indefinite temporary absences are those expected to last two weeks or more at, or prior to, the start of the leave. Employees will be permitted to accept additional routes or hours as long as the employee will not be scheduled for more than forty (40) hours in a workweek. Once the employee accepts the additional routes, he/she will be required to conform to the new schedule for the duration of the vacancy.

An employee who otherwise would become eligible for health insurance coverage because he or she is filling a long-term or indefinite vacancy that temporarily increases his or her hours to 30 per week will not be considered eligible for insurance coverage and will not be required to pay insurance premiums unless the temporary vacancy is expected to last for at least 12 weeks.

Employees currently assigned to a temporary position will be reassigned to the route they select at Annual Route Selection, in accordance with Section 17.4. Any vacancies that exist beginning the first Monday of the pay period that includes July 1, will be offered to all employees in that job classification in accordance with Section 17.1.

For openings in Vehicle Operator (CDL) positions only, after all bargaining unit members in this classification have refused the position, bargaining unit members in other classifications who hold a CDL will be offered the position, in seniority order, utilizing the in-unit selection process among all qualified members. Qualified bargaining unit employees must reject or accept the vacancy upon notification. There shall be no trial periods. Any resulting opening from an employee's acceptance of the vacant position will be offered as specified in paragraph 1 of this section.

**Section 17.2** When a permanent vacancy is available that no one has accepted through in-unit selection, the Agency will post such permanent vacancy within the bargaining unit's classifications for no less than seven (7) calendar days. The notice of vacancy will provide a description of the position, the range of compensation and the minimum qualifications of the position. Interested employees shall make written notice or application in response to the posting and will provide whatever information may be required. The Agency will not consider applications received after the posting period. The Agency will screen all applications and will consider all employees found to be qualified and eligible.

Once an employee has been notified that he/she is the successful candidate for a position, the employee shall either accept or reject the position upon notification. There shall be no trial periods.

**Section 17.3** Where long-term changes in operations are concerned, the Agency retains the right to assign employees within the bargaining unit. Specifically, the Agency may re-assign

personnel to different hours, duties and areas of responsibility without posting at the Agency's sole discretion. The Agency will provide seven calendar days' notice of such change. Where daily changes in operations are concerned, the Agency may make modifications to hours of up to thirty (30) minutes per employee.

**Section 17.4** Bus routes will be bid each year, effective on the first Monday of the pay period that includes July 1, by seniority based on the employee's tenure in his/her classification. The routes will be posted the week prior to selection. In addition, the Agency, in its sole discretion, may include with the bids at least one bid slot for a full-time position to cover driver absences, known as a float driver. The Agency, in its sole discretion, also may establish up to two part-time float driver positions. The Agency will assign float drivers to a route or a portion of a route with as much advance notice as practicable. Float drivers, whether full-time or part-time, may not refuse an assignment except in the case of previously scheduled and approved time off. The Agency may require a float driver who claims an excuse from an assignment to provide appropriate documentation to support the claimed excuse.

**Section 17.5** An employee on disability separation in accordance with Section 21.4 retains bidding rights during the duration of his/her disability separation. An employee on disability separation's position/route will be considered an indefinite temporary vacancy until one of the following occurs; 1) The employee fails to return to work in accordance with Section 21.4, or 2) the employee fails to complete the annual bid selection process. When one of these two conditions occurs, the employee's position/route will be considered a permanent vacancy and filled in accordance with this article. The employee is not obligated to bid on routes. If an employee on disability separation did not bid on a route and subsequently is returned to work in accordance with State laws and regulations, the employee will bump the least senior employee in the classification who is scheduled for the same or most similar total hours per week. If another employee is bumped, that employee has the right to bump in accordance with Article 19.

## **ARTICLE 18**

## **HEALTH AND SAFETY**

**Section 18.1** The parties agree that the health and safety of the work force is a prime concern and responsibility of both parties. Therefore, the Agency accepts its responsibility to provide safe working conditions, equipment and working methods for its employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Agency that have been made known to them.

**Section 18.2** All unsafe working conditions or health hazards must be reported to the supervisor in charge as soon as such conditions or hazards are known. The supervisor shall investigate the condition and determine promptly whether such condition does in fact present a significant threat to the safety or health of the employee involved and, if indicated, initiate appropriate corrective action. No employee shall knowingly be given any assignment that is dangerous to his/her physical safety or health. However, it is recognized by the Agency and the Union that, due to the nature of the Agency's services and the individuals it serves, it is not always possible to determine the circumstances in which a safety hazard may occur.

**Section 18.3** The Agency will continue to provide employees a means of two-way communication with the Agency when they are transporting individuals.

**Section 18.4** The Agency will maintain Emergency Release (ER) cards for all individuals being served in the bus or van to which the individual is assigned. The ER cards will be updated at least once a year, or as new information is obtained, and will include all medical information made available to the Agency and eligible for release to the drivers and aides under the Agency's privacy policies. If an employee is exposed to any bodily fluids from an individual being served, such as through the individual's biting or spitting or through necessary cleaning on the bus or van, and the employee seeks medical treatment, the Agency will forward any completed exposure request form to the individual or his or her legal guardian requesting their consent for any testing requested by its occupational medical provider or the employee's personal physician.

**Section 18.5** The parties agree that the Agency may not use surveillance cameras to discipline or discharge an employee for reasons other than traffic violations, reckless conduct, intentional damage, theft, violence or criminal conduct. If information obtained from a surveillance camera is used to discipline or discharge an employee, the Agency will provide the Union, prior to the hearing, an opportunity to review the video recording used to support the discipline or discharge.

**Section 18.6** The parties will maintain a Safety Committee which will discuss issues of safety, and prevention of accidents and which may review issues regarding vehicles, equipment and the behavior and needs of individuals being served as these matters relate to safety.

## **ARTICLE 19**                      **LAYOFF AND RECALL**

**Section 19.1** The Agency shall determine whether a layoff shall occur, the timing of the layoffs, the number of employees to be laid off, and in which classification layoffs will occur. A reduction in the number of hours scheduled in a workweek for some or all employees shall not constitute a layoff.

Employees may be laid off as a result of a lack of work, lack of funds, reorganization, or job abolishment. The determination of a lack of funds, lack of work, need for re-organization or job abolishment rests solely within management's rights and is not subject to the grievance procedure.

**Section 19.2** When possible, the Agency will notify the Union and each affected employee to be laid off at least fourteen (14) calendar days in advance.

When possible, the Agency will notify the Union of planned layoffs prior to notification of the affected employees and the parties will meet to discuss the situation and determine if there is any way to avoid some or all of the layoffs.

**Section 19.3** Whenever a reduction in the work force occurs, bargaining unit employees shall be laid off based upon their seniority in the affected classifications.

A less senior employee who is bumped by a senior employee due to a lay-off or due to a senior employee returning from disability status and who cannot retain a route with the same or a similar number of work hours per week may use his or her seniority to bump the least senior employee in another classification for which the employee is otherwise qualified with the same or a most similar total number of hours worked per week. If another employee is bumped in this fashion, he or she will in turn have the same bumping rights as above until the least senior employee in the bargaining unit is unable to bump any other employee. This least senior employee will then be placed on a layoff list as outlined in Section 19.4

**Section 19.4** An employee laid off shall be placed on a recall list for a period of one (1) year. If a recall occurs in the classification the employee held at the time of layoff, employees who are still on the recall list shall be recalled in reverse order of their layoff. Laid off employees are required to maintain the minimum qualifications of the available position, including but not limited to all required credentials, certifications, registrations, or licensures, to be eligible for recall.

**Section 19.5** Notice of recall shall be sent to the employee by certified mail. The Agency shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address the employee provided to the Agency in writing.

**Section 19.6** The recalled employee shall have fourteen (14) calendar days following the date of certified mailing of the recall notice in which to return to work. An employee who fails to report for duty within the fourteen (14) days shall be considered to have resigned from employment.

**Section 19.7** Employees outside the bargaining unit may not displace into a bargaining unit position unless all previously laid-off bargaining unit employees have already been offered a bargaining unit position. Similarly, bargaining unit employees affected by a layoff may not displace non-bargaining unit employees.

**Section 19.8** Employees who are laid off will continue to receive health insurance benefits on the same basis as active employees for the remainder of the calendar month during which the lay-off occurred, to the extent that such continuation coverage is permitted by the Agency's insurance carrier.

## **ARTICLE 20**

### **LEAVE OF ABSENCE**

**Section 20.1** Upon written request by an employee, the Agency may, at its sole discretion, grant an unpaid leave of absence to any bargaining unit employee for a duration of up to six (6) months for any personal reasons of the employee. Such leave may be extended upon the request to, and with the approval of, the Agency. The authorization of a leave of absence without pay is a matter of administrative discretion. The Agency will decide if a leave of absence is to be granted in each individual case.

**Section 20.2** Except for emergencies, illnesses, disabilities or as otherwise specified in this Article, employees will request a leave of absence no later than sixty (60) calendar days prior to

the proposed commencement of the desired leave so that the various departmental functions may proceed properly.

**Section 20.3** Upon completion of a leave of absence, the employee will be returned to the position formerly occupied or the next available similar position if the employee's former position no longer exists. Employees on an unpaid leave of absence are subject to all layoff and recall provisions as set forth in this Agreement.

**Section 20.4** An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Agency. In the event of an operational crisis or emergency, the Agency may cancel a previously authorized leave of absence by providing the employee with one (1) weeks' notice that he/she must return to work. An employee, on leave due to his/her own medical condition, will not be required to return to work prior to the end of his/her authorized leave.

**Section 20.5** If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purposes specified, the Superintendent may cancel the leave and provide the employee with a written notice directing the employee to report for work. Abuse of leave shall be sufficient cause for discipline.

**Section 20.6** If an employee fails to return to work at the expiration of his/her requested unpaid leave of absence, such employee, absent extenuating circumstances, shall be removed from his/her position.

**Section 20.7** An employee who has been granted an unpaid leave of absence for personal reasons shall not receive holiday pay and shall not accrue paid leave during such unpaid leave of absence. The employee will retain unused leave credit while on unpaid leave.

**Section 20.8** An employee on unpaid leave pursuant to this Article will not be eligible for health insurance benefits unless the employee elects to retain insurance by making monthly payments to the Plan Administrator (M9 plan of the Central States, Southeast & Southwest Areas Health Welfare Fund ("the M9 Plan") of one hundred percent (100%) of premium payments plus any administrative fees. Upon election to continue insurance, the employee must pay in advance the monthly premium payment and administrative fee to the Plan Administrator on or before the tenth day of the month. Failure to pay premiums and fees when due in a timely manner shall permit the Agency to cancel insurance coverage for the employee.

## **ARTICLE 21**            **MEDICAL EXAMINATIONS/DISABILITY SEPARATION**

**Section 21.1** The Agency may require an employee to take an examination, conducted by a licensed medical practitioner of the Agency's choosing, to determine the employee's physical or mental capability to perform the essential functions of his position. Medical examinations shall be required for employees when ordered by the Agency. Examinations may be either periodic as required by Federal, State or local laws, or as the Agency requires.

If the employee disagrees with the results of an examination ordered by the Agency, he/she may be examined by a licensed medical practitioner of his/her choice, who is qualified to make an evaluation of the ability of the employee to perform his/her duties. This examination shall be at the employee's expense. If the two reports conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner who shall be paid by the Agency and the employee and whose decision shall be final, binding and not subject to appeal under the grievance and arbitration procedure.

**Section 21.2** If an employee, after examination, is found to be unable to perform the essential functions of his/her position, the employee may utilize accumulated unused sick leave or other leave benefits.

**Section 21.3** An employee who is unable to perform the essential functions of his/her position may request an unpaid leave of absence in accordance with Article 20.

**Section 21.4** The Agency may also initiate disability separation proceedings in accordance with State laws and regulations.

**Section 21.5** Refusal of an employee to submit to an examination, or to release the results of an examination, will be considered insubordination and shall be grounds for discipline that may include dismissal.

**Section 21.6** All employees are required to be drug- and alcohol-tested, randomly, when an MUI/UI occurs involving the actions of the bargaining unit member and post-accident. Such testing shall be in accordance with Department of Transportation requirements. All drug and alcohol testing will be conducted on Agency time and at Agency expense.

**Section 21.7** An employee on disability separation with no leave available, is considered to be on unpaid leave and will not be eligible for health insurance benefits unless the employee elects to retain insurance by making monthly payments to the Plan Administrator (M9 plan of the Central States, Southeast & Southwest Areas Health Welfare Fund ("the M9 Plan") of one hundred percent (100%) of premium payments plus any administrative fees. Upon election to continue insurance, the employee must pay in advance the monthly premium payment and administrative fee to the Plan Administrator on or before the tenth day of the month. Failure to pay premiums and fees when due in a timely manner shall permit the Agency to cancel insurance coverage for the employee. (see section 20.8)

**ARTICLE 22**

**VACATION**

**Section 22.1** Bargaining unit employees shall earn vacation leave according to the following schedule:

<b><u>Years of Service</u></b>	<b><u>Maximum Annual Accumulation</u></b>	<b><u>Accrual</u></b>
Less than 1	0 hours	
1 year but less than 8	80 hours	.0388/hour paid
8 years but less than 15	120 hours	.0575/hour paid
15 years but less than 25	160 hours	.0775/hour paid
25 years or more	200 hours	.0963/hour paid

Part-time employees and full-time employees who work less than eighty (80) hours on a bi-weekly basis shall earn vacation leave based upon hours actually worked.

Vacation is earned beginning on the initial date of employment and may be used once the employee has completed twenty-six (26) pay periods of employment.

Upon completion of years 8, 15 and 25, the equivalent of a week's vacation will be added to the employee's vacation balance based on the number of hours in paid status by the employee in the preceding year. The maximum amount that may be added for any employee is forty (40) hours.

**Section 22.2** Vacation credit accrues while a member is on paid leave. No vacation credit is earned while an employee is in an unpaid status. Pro-rated vacation credit is given for any part of a pay period.

**Section 22.3** Vacation may be taken in fifteen (15) minute increments, unless the employee's hours or work schedule require otherwise. Employees shall submit all requests for vacation in writing to their immediate supervisor. All vacation leave requests should be submitted as far in advance as possible and, in no event, later than 48 hours in advance of the requested time. Supervisors may, at their sole discretion, approve vacation requests with less than forty-eight (48) hours' notice. All vacation requests are subject to Employer approval.

**Section 22.4** Employees are strongly encouraged to take vacation leave during the year in which it is accrued and prior to the next recurrence of the anniversary date. Employees may accumulate and carry over their vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years.

**ARTICLE 23**

**HOLIDAYS**

**Section 23.1** Bargaining unit employees are entitled to pay for the following holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Any other holidays that are observed by the Agency (*i.e.* individuals being served are not being transported using Agency personnel) will be days off without pay for bargaining unit employees unless either an employee chooses to use vacation time, or the Agency designates those days as paid administrative days.

Employees may use paid leave (vacation time, personal time or compensatory time) or may take approved leave without pay to mark Good Friday, subject only to operational needs.

The length of each holiday listed above shall be equal to the length of an employee's regularly scheduled workday. Employees who work on a less than full-time schedule will receive holiday pay based on the employees' scheduled hours or then-current temporary assignment hours on the day the holiday is observed.

**Section 23.2** For employees who work a non-continuous operations schedule, any holiday that falls on a Saturday will be observed on the previous Friday and any holiday that falls on a Sunday will be observed on the following Monday.

**Section 23.3** Employees who are required to work on a holiday or paid administrative day will be paid at the applicable rate of pay for all hours actually worked on the holiday.

**Section 23.4** To receive holiday pay, the employee must be in active pay status on his/her assigned shift immediately preceding and immediately following the holiday.

**Section 23.5**

Routes transporting individuals to work at various community locations and businesses that operate on holidays listed in Section 23.1 will be offered as extra work under the provisions of Article 26.

**ARTICLE 24**

**SICK LEAVE / PERSONAL LEAVE**

**Section 24.1** For each completed hour in active pay status, employees shall receive .0575 hours of sick leave benefits. Unused sick leave is indefinitely cumulative. No employee may accumulate more than one hundred twenty (120) hours of sick leave per year. An employee in an unpaid status, including a disciplinary suspension, will not earn sick leave.

**Section 24.2** Sick leave may be granted to an employee, upon approval by the Agency, for the following reasons: (1) absence due to personal illness, pregnancy or injury; (2) exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees; (3) medical examination of the employee when such an examination cannot be scheduled during non-work hours; (4) bereavement leave for the employee's immediate family; (5) illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary; and, (6) medical examination of a member of the employee's immediate family where the employee's presence is reasonably necessary and when such examination cannot be scheduled during non-work hours.

**Section 24.3** Employees are permitted two (2) days of bereavement leave that are not deducted from the employees' sick leave balance. When using bereavement leave or additional sick leave for bereavement, the definition of immediate family shall be: mother, father, son, daughter, spouse, brother, sister, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, step-parents or step-sibling or a legal guardian or other person who stands in the place of a parent (*in loco parentis*).

When using sick leave for the illness of an immediate family member when the employee's presence is reasonably necessary, the definition of immediate family shall be: parent, including a legal guardian or other person who stands in the place of a parent (*in loco parentis*), child, spouse, sibling, grandparent, grandchild or any individual for whom the employee has a medical power of attorney. When an employee uses sick leave because of the illness or injury of a member of the employee's immediate family, the Agency may investigate to confirm whether the employee's presence is reasonably necessary for the health and welfare of the employee's family member.

**Section 24.4** When an employee is unable to report to work for reasons specified in Section 24.2 above, he/she shall notify his/her immediate supervisor or other designated person, at least one-and-one-half (1½) hours prior to the time he/she is scheduled to report to work, unless extenuating circumstances prohibit, on each day of absence, unless other arrangements are made with the employee's supervisor.

**Section 24.5** Upon return to work, an employee shall complete an application for sick leave form to justify the use of sick leave. When an employee utilizes sick leave for medical appointments or where an absence is for three (3) consecutive days or more, the employee shall furnish a certificate from his/her treating medical practitioner stating the nature of the illness or injury, treatment and prognosis or the medical practitioner of the applicable member of the employee's family confirming that the employee's presence was medically necessary. The

employee may furnish the medical information either to the supervisor or directly to the Human Resources Director or her designee. Employees are to submit any return-to-work-without-restriction certifications either to the Human Resources Director or designee prior to being able to report to work. Medical information shall not be shared with others unless there is a legitimate business justification. Additionally, if the Agency has reasonable cause to believe potential sick leave abuse is occurring, it may, with advance notice, require an employee to submit a physician's statement following any use of sick leave. Falsification of an application for sick leave or a practitioner's statement, or failure to submit adequate proof of illness or injury, may result in the disapproval of leave, disciplinary action, or both.

**Section 24.6** Sick leave usage, when approved, shall be charged in minimum increments of two (2) hours for employees working a continuous eight-hour block or in route blocks for other employees, unless longer increments are necessary based on the employee's classification and work schedule. In order to receive pay for sick leave usage, an employee must comply with all departmental rules and regulations governing application and use.

**Section 24.7** While an employee is on sick leave, the employee is expected to engage in those activities that are consistent with the reason for his/her sick leave and with his/her medical practitioner's direction. The Agency may investigate sick leave abuse. Any abuse or pattern of sick leave use may result in the denial of leave, disciplinary action, or both.

**Section 24.8** Human Resources will notify employees of the conversion program by November 15 of each year. A non-probationary employee in active pay status may convert sick leave to paid personal leave, in an amount equal to three (3) times the number of hours the employee works in a day. The maximum number of hours that can be converted is to be based on the employee's sick leave balance as of the pay period that includes November 1<sup>st</sup>. The employee must retain a sick leave balance, after conversion, of one-and-one-half (1½) times the number of hours the employee is scheduled to work bi-weekly.

After conversion, the employee's total personal leave balance may not exceed four (4) times the number of hours the employee works daily. Sick hours converted to personal leave will appear in the first pay in December. Personal leave must be used in minimum increments of one (1) hour, unless longer increments are necessary based on the employee's classification and work schedule, and must be scheduled with the approval of the employee's supervisor. The request for conversion must be submitted in writing and will result in an equal reduction of sick leave.

A non-probationary employee in active pay status may elect to cash in up to 55% of his/her sick leave hours, earned in the current calendar year. The payout and newly adjusted sick leave balance will appear in the first pay in December. The maximum number of hours that can be cashed in is to be based on the employee's sick leave balance as of the pay period that includes November 1<sup>st</sup>, minus any sick leave time converted to personal leave. The employee must maintain a sick leave balance of at least one and one-half (1½) times the number of hours the employee is scheduled to work bi-weekly after both conversion and cash in have been completed.

**Section 24.9** In the pay period including July 1 of each year, each full-time employee shall be credited with paid personal leave in an amount to equal no more than the number of hours the employee is scheduled to work in a day. Such personal leave is to be used in the minimum increments set forth in Section 24.8.

**Section 24.10**

A bargaining unit member who retires with ten (10) or more years of continuous service with the Board will be paid in cash for one-fourth (¼) the value of the employee's accrued but unused sick leave credit, up to a maximum of two hundred forty (240) hours.

**ARTICLE 25**                      **EMERGENCY CLOSURES**

**Section 25.1** The Superintendent or his/her designee may authorize an emergency closure of any or all programs of the Agency on a specific day or days. An emergency is defined as a weather emergency or other act of God, civil disturbance or other serious situation affecting some or all of Clark County, bargaining unit employees or individuals the Agency serves. When the closure of any program results from an emergency involving road conditions or other hazards, the affected employees whose normal duties are cancelled because of the emergency will be released from all duty and will not be required to perform work other than their normal duties. Any employee who is released from duty early because of an emergency, including any van driver released early after consolidation of the van routes, will be paid for all of his/her scheduled hours.

**Section 25.2** Employees will be notified of emergency closures through the public news media or by telephone. Employees who are scheduled to work will be paid for all hours cancelled because of the emergency closure. Employees who are not scheduled to work but who are on paid leave on such days (e.g., employees who are on vacation or sick leave) will be paid according to the type of leave they had requested (e.g., vacation pay or sick leave pay). Employees who are on unpaid leave on such days will not be paid, nor will their leave balances be adjusted.

**Section 25.3** Employees shall be required to work any make-up days necessary if the number of emergency closures requires extending or modifying the program year. Employees will be notified thirty (30) days in advance of the scheduled make-up days.

**Section 25.4** An employee who is already at work within 15 minutes before their assigned start time, when a delay is announced will be paid for one (1) hour. If the delay results in an emergency closure, the employee will be paid only for normal scheduled hours. Employees are free to use the time between the announcement and the new starting time for their own pursuits, or the employee may perform work, if such work is available, and remain in paid status.

## **ARTICLE 26      HOURS OF WORK – OVERTIME**

**Section 26.1** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Unless otherwise provided for in this agreement, the Agency may restructure the normal workday or workweek as necessary to promote efficiency, improve services or establish employee work schedules. However, the Agency recognizes its obligation to bargain the effects, if any, of such changes. This Article shall be used as the basis for computing overtime for employees who are not exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and shall not be construed as a guarantee of hours of work per day or per week.

**Section 26.2** Bargaining unit employees who are not exempt from the provisions of the FLSA will be paid one-and-one-half (1½) times their normal hourly rate for all hours actually worked in excess of forty (40) hours in a weekly work period. Overtime must be approved by the employee's immediate supervisor prior to the employee actually working. Only hours actually worked are counted for the purpose of computing an employee's eligibility for overtime pay. There shall be no pyramiding of hours or pay.

**Section 26.3** Bargaining unit employees who are regularly scheduled to work eight (8) consecutive hours per day may take one paid fifteen (15) minute break during the middle of each four (4) hour half day. Bargaining unit employees may combine these breaks with the thirty (30) minute unpaid meal period. Breaks may not, however, be taken at the start or end of the workday.

**Section 26.4** To meet the need for service to the individuals the Agency serves, regular evening and weekend hours may be required of any bargaining unit employee, subject to seniority-based bidding rights and to the overtime provisions of this Article. Employees who work on a weekend (Saturday or Sunday) will be paid for the hours spent driving and on call. Employees who are on call shall respond to all calls with 15 minutes. The Agency will establish the standard work day and starting and ending times. Supervisors will establish work schedules. The work week for overtime calculations begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

**Section 26.5** If an employee finishes an assigned route before the regular ending time for that route, the employee may elect to perform other assigned duties within the employee's job description, up to the employee's regular ending time, or leave early. If the employee elects to leave early, the employee will be paid only for time actually worked. The employee may elect to use compensatory time, personal time or vacation time in 15 minute increments in order to leave early and still be paid until the end of the employee's regular ending time for that route. At no time is any bargaining unit member to punch in or out for any other bargaining unit member. Such fraudulent action will result in disciplinary action.

**Section 26.6** Overtime opportunities will be equalized among employees in the job classification as nearly as practicable. Extra work and overtime hours, including both hours to cover for an absence or other vacancy and for additional work such as field trips, will be offered

in accordance with the following procedures.

- A. All open, full positions – that is, regular bus routes that are vacant because of the absence of the regular, assigned or float driver or aide – will be offered first to substitute drivers or aides. The substitute will be offered, and may accept, any or all portions of the route. Any portions of the route that are not accepted by the substitute will be offered to bargaining unit employees in accordance with this Section.
- B. The Agency will maintain lists of all drivers and all aides for purposes of offering and tracking opportunities for additional and/or overtime hours. Automotive Mechanics and Automotive Mechanic Assistants who hold the appropriate certification will be included in the drivers overtime/extra hours list for offering of extra work, and also will be subject to reverse-seniority order assignment to mandatory overtime or extra hours, so long as such extra work does not overlap the Mechanic's or Mechanic Assistant's regular scheduled work hours by more than one (1) hour. If no other bargaining unit or non-bargaining unit member is available, the Mechanic or Mechanic Assistant may be assigned regardless of any overlap.
- C. Except as described in subsection A, all additional or overtime hours will be offered in accordance with the overtime/extra hours lists. All open partial routes during the day (including but not limited to any partial routes that remain unassigned after a full route has been offered to substitutes under subsection 26.5(A)), will be treated as extra hours and will be offered through the overtime equalization process contained in this Article. If any open partial routes are not accepted through the overtime equalization process, said partial routes may then be offered to substitute drivers/aides pursuant to 26.5(A). The overtime/extra hours lists will be re-sorted every other Friday (pay day) based on the total overtime or extra hours offered to each employee on the lists to date, with the employee with the lowest number of hours placed at the top of the list for that week. The list shall be posted in the time sheet area after it is sorted.
- D. Beginning on Friday (pay day) every other week, for extra work or overtime opportunities available beginning after the list is sorted, the Agency through its supervisor(s) will contact the top employee on the list (based on seniority for the first week of this contract and based on the lowest offered overtime hours thereafter). The supervisor will offer to that employee all open, additional hours of work for which the employee is available to work. Except as described in subsection G with regard to van routes, the supervisor will not offer any employees additional hours that conflict with his or her normal work schedule. The supervisor will record on the overtime/extra hours list the number of hours of work that were offered to that employee, regardless of whether the employee accepted any or all of the additional hours. Inability to contact an employee will be considered a refusal, and the employee will be charged with the hours that would have been offered. If any hours of work remain to be covered, the supervisor will contact the next employee on the list to offer the remaining hours available, again recording the number of hours offered to each employee contacted, until the hours are accepted or otherwise

covered. However, it is understood that no employee will be charged more than once for the same work hours offered. This process will take place each day for additional work or extra hours for the following work day. Hours of work on Saturday and Sunday will be offered on Friday and will be divided into four blocks: Saturday daytime; Saturday evening; Sunday daytime and Sunday evening.

- E. Employees who do not wish to accept overtime or extra hours for a period of time may notify the supervisor, in writing, of that desire and of the specific period of time for which they wish to be excluded from offers of overtime or extra hours. This information will be recorded on the list. Employees who have requested not to have such offers will be considered to have been offered, and to have refused, all available hours that otherwise would have been offered to them, and those hours will be charged to them for purposes of overtime equalization.
- F. After all employees on the overtime/extra hours list have been offered the overtime or extra hours (other than as in Section 26.5(A) above), the work will be offered to non-bargaining-unit, substitute employees. Any work remaining that has not been accepted by regular employees or substitutes will be assigned to available employees in the applicable job classification in reverse seniority order. However, no employee may be required to perform mandatory overtime or extra hours more than three (3) times in a two-week pay period or on weekends. An employee may be excused from a mandatory overtime assignment because of a previously scheduled medical, dental or legal appointment, a previously scheduled parent-teacher or similar conference, or a previously scheduled significant event such as a wedding or an event for which the employee has purchased tickets, expended funds or made reservations. The Agency may require an employee who claims an excuse from a mandatory overtime assignment to provide appropriate documentation to support the claimed excuse. An employee who refuses a mandatory assignment without being excused may be disciplined for the refusal; the refused date shall count as one of the maximum three mandates per pay period.
- G. Temporary vacancies in van routes will be offered to drivers and appropriately trained safety aides assigned to less than eight (8) hours per day in accordance with subsections C, D and L, and a driver may accept an offered van route even if the hours of that route conflict with the driver's regular work hours. A vacancy in a bus route caused by the driver accepting a van route may be filled by offering it first to a substitute driver and then, if no substitute driver accepts, by following the provisions of subsections C, D and L regarding the overtime/extra hours list and subsection F regarding mandatory overtime/extra hours. A driver or appropriately trained safety aide who has accepted a van route will be required to do any portion of his or her regularly assigned route/duties/assignment that does not conflict with the van route if coverage cannot be found for those hours.
- H. Field trips will be offered by following the provisions of subsection C but will be offered to bargaining unit employees notwithstanding a possible conflict between the employee's regular route and the field trip. If a driver accepts a field trip that

conflicts with his or her entire normal route, the Agency may offer that route to non-bargaining-unit substitutes. If a driver accepts a field trip that conflicts with only a portion or portions of his or her regular route, those portions of the regular route will be covered by following the provisions of subsection C regarding the overtime/extra hours list and subsection F regarding mandatory overtime/extra hours.

- I. Employees new to the bargaining unit or to a job classification will be placed on the overtime/extra hours list and charged with a number of hours equal to the average charged hours of all existing employees in the job classification.
- J. If the Agency fails to offer overtime or extra hours in accordance with the overtime/extra hours list, the employee who should have been offered the hours but was not will be offered the next available overtime/extra hours opportunities, without being charged with such hours for equalization purposes, until he/she has had the opportunity to make up the hours missed.
- K. There will be no overlapping of hours or routes unless necessary to meet operational needs.
- L. **CDL Vehicles Only:** Safety Aides within the bargaining unit who have obtained their CDL and who fulfill all the requirements to be a vehicle operator will have the opportunity for extra hours as a vehicle operator. The employee will be placed on the vehicle operator extra hour rotation list and the vehicle operator mandate list in the same manner as any other employee who enters the lists. The Safety Aide will receive the greater of the starting wage for a vehicle operator or their current Safety Aide wage for time spent as a vehicle operator. The Safety Aide will be offered extra hours as a vehicle operator per the extra hour rotation procedures for vehicle operators.

The Safety Aide may be assigned the route as vehicle operator when the route conflicts with their safety aide assignment providing the following conditions have been met:

- 1) the extra hour rotation list has been exhausted of all drivers with non-conflicting assignments;
- 2) there are no vehicle operator subs available to fill the route;
- 3) an immediate, urgent need for a driver exists; and
- 4) as a last step prior to utilizing the mandate list.

When assigned to a route that conflicts with their regular assignment and has hours which exceed their normal assigned hours, the extra hours above the assigned hours will be charged against the employee in the extra hour list.

**Non-CDL Van Routes Only:** Safety Aides within the bargaining unit who have elected to receive, and who have undergone, appropriate training to drive a non-CDL vehicle shall be placed on an extra hours list for van routes and may be offered a route as a vehicle operator even when the route conflicts with their safety aide assignment providing the following conditions have been met:

- 1) the extra hour rotation list for vehicle operators has been exhausted;
- 2) there are no vehicle operator subs available to fill the route;
- 3) an immediate, urgent need for a driver exists; and
- 4) as a last step prior to utilizing the mandate list.

When assigned to a route that conflicts with his or her regular assignment and has hours which exceed his or her normal assigned hours, the extra hours above the assigned hours will be charged against the employee in the extra hour list. The Safety Aide will receive the greater of the starting wage for a vehicle operator or his or her current Safety Aide wage for time spent as a vehicle operator.

**Section 26.7** When a field trip or transportation during a regularly scheduled workday is cancelled or delayed for any reason, the Agency will notify the affected employees as soon as possible. If a field trip or other extra trip is cancelled with less than two (2) hours' notice to the affected employee(s), the employee(s) shall be paid for two (2) hours.

**Section 26.8** An employee who is called back to work at a time not contiguous with his/her regular hours of work shall be guaranteed one (1) hour of work at the applicable rate of pay.

**Section 26.9** Employees may, at their option, elect to receive compensatory time in lieu of wages for extra hours worked or hours worked over forty (40) in a work week. Such compensatory time shall be earned at the corresponding rate, i.e., one hour for each extra hour worked up to forty (40) in a workweek and 1.5 hours for each hour worked over forty (40) in a workweek. The maximum number of hours that may be accrued is eighty (80), hours, which will be paid out at the end of the payroll year. Compensatory time must be used in minimum increments of one hour. Requests to use compensatory time must be submitted to the Transportation Supervisor and will be approved based on operational needs. However, if the Employer disapproves a request to use compensatory time, it shall communicate the denial of the request to the employee within forty-eight (48) hours of the request.

**Section 26.10** Supervisors and other members of management will not perform bargaining unit work except in situations where the provisions of Section 26.5 regarding the assignment of overtime or extra hours have been exhausted and the work has not been covered or when there is an immediate, urgent need for a driver or aide that cannot be met through those procedures. The Union and any affected employees retain the right to grieve any claimed abuse of this provision by the Agency.

## **ARTICLE 27**            **MILEAGE AND PARKING REIMBURSEMENT**

**Section 27.1** With prior supervisory approval, employees shall be reimbursed at the mileage rate approved by the Agency for the use of their personal motor vehicles to conduct authorized Agency business. Reimbursement shall be made on the basis of miles driven. Employees may be required to utilize Employer vehicles, rather than their own vehicles, when conducting authorized Employer business.

**Section 27.2** With prior supervisory approval, the Agency will reimburse employees for parking expenses upon completion of a travel expense report and upon presentation of a valid receipt of expenditure.

**ARTICLE 28**

**WAGES**

**Section 28.1** Employees hired after the effective date of this agreement who have job experience relevant to their job classification above the minimum qualifications will be paid 2% per year of experience up to a maximum of five (5) years of experience (up to a total of 110% of the minimum rate established for their job classification).

**Section 28.2** The minimum and maximum rates for the bargaining unit classifications shall be as follows:

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>
Vehicle Operator	\$10.80	\$17.65
Automotive Mechanic Assistant	\$12.50	\$18.14
Transportation Safety Aide	\$9.50	\$14.90
Automotive Mechanic	\$16.50	\$22.14

**Section 28.3** The longevity bonus will be calculated per the chart below:

Full Years of Service	\$ Amount Granted/Per Year of Service
10 - 14	\$35/year of service
15 - 19	\$40/year of service
20 - 24	\$50/year of service
25 or more years	\$60/year of service

Employees must have completed ten (10) or more years of continuous service as a regular employee with the Clark County Board of Developmental Disabilities to be considered for the bonus. December 31<sup>st</sup> of the previous year will be used as the cutoff date annually in determining longevity eligibility.

Individuals who have retired from a position covered by an Ohio public retirement system and employed by the Board are not entitled to longevity payment available to other eligible employees.

The longevity bonus will be awarded the second pay of March. In order to qualify for the longevity bonus, the employee must be in active paid status where the employee is either at work, court or jury duty, professional leave, personal leave, compensatory time, universal leave, sick leave, vacation leave, board designated holidays or board administrative days during the pay period in which the bonus is awarded. (e.g., if the second pay of March is March 23, the employee would have to be in active pay status March 11-March 24.)

Notwithstanding the above paragraphs, the longevity bonus will not be paid during the term of this contract, unless during the same period the Agency pays a longevity bonus to any employee or employee group, other than as required under a collective bargaining agreement that was in effect before November 2013. The Agency agrees to notify the Union of any such payments. In such an event, the Agency will resume payment of the longevity bonuses as specified above.

**Section 28.4** Employees will receive twenty-five cents (\$.25) per hour shift differential for all hours worked between 4 PM and 12 AM when a majority of hours worked fall within those hours. Once an employee reaches overtime pay status (time and one-half pay), the employee is no longer eligible for shift differential pay for that work period.

**Section 28.5** The Agency will institute an OPERS "Employee Pick Up Salary Deferral Plan" as follows: The Agency shall designate each bargaining unit employee's mandatory contribution to OPERS as "picked up" by the Agency as contemplated by Internal Revenue Service Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the bargaining unit employee's income reported by the Agency as subject to Federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the bargaining unit employee's mandatory OPERS contribution which has been designated as "picked up" by the Agency, and that the amount designated as "picked up" by the Agency shall be included in computing the final average salary, provided that no employee's salary is increased by the "pickup," nor is the Agency's total contribution to OPERS increased thereby.

**Section 28.6** In the event the Agency discovers an over-payment of wages to an employee, the Agency will negotiate with the employee and the Union to establish a reasonable re-payment schedule.

**Section 28.7** The Agency and the Union agree to a reopener of this Agreement with regards to wages and benefits, in the event that the following occurs:

- a) The voters of Clark County approve a levy to provide additional funding for the Clark County Board of Developmental Disabilities.

Such reopener negotiations shall commence within 21 (twenty-one) days of the date of the election at which the levy was approved. If the parties are unable to reach agreement on the wages or benefits that are the subject of the reopener within 60 (sixty) days of the first bargaining session, the Union expressly reserves the right to handbill, picket, and/or strike, or engage in any other lawful means to attempt to bring about a resolution to the dispute.

If the Board approves a wage increase for non-bargaining unit employees and/or management contracts (excluding increases for promotions/job revisions/job title reassignments), employees in the bargaining unit will be provided the same increase. If the Board does not approve a wage increase for non-bargaining unit employees and/or management contracts, the bargaining unit will not receive a wage increase. The Agency agrees to notify the Union in writing of the timing, affected employees and percentage amount of any such pay increases.

**ARTICLE 29**                      **INSURANCE AND FRINGE BENEFITS**

**Section 29.1** Bargaining unit employees, who opted out of Central States when permitted, shall be entitled to the same health, dental, and any other optional insurance plans, e.g., vision, offered by the Agency and life insurance benefits as other employees of the Agency enrolled in the Agency's health, dental and life insurance plans. It is agreed and understood that the schedule of benefits for bargaining unit employees shall be the same as those set forth for all other employees Agency on the Agency's insurance plans. It is further agreed and understood that the monthly premium contributions for bargaining unit employees shall be the same as those set forth for all other non-bargaining-unit employees of the Agency on the Agency's insurance plan. If premium rates increase over the course of this Agreement, the parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The Union recognizes the right of the Agency to increase premium rates, secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or hold down any increase in premium costs.

As long as the Agency continues to provide voluntary dental coverage, bargaining unit employees will be eligible to purchase such insurance in accordance with the policy's terms on the basis of the Agency's rate. Employees who wish family coverage will pay the difference between the Agency contribution and the family rate.

The Agency agrees to maintain a life insurance plan of ten thousand dollars (\$10,000.00) for all bargaining unit employees. The Agency agrees to maintain an accidental death and dismemberment plan of ten thousand dollars (\$10,000.00) for all bargaining unit employees. Such plans will be provided at no cost to the employee.

Each employee may, at his or her option, increase his or her life and accidental death and dismemberment insurance coverage under the Agency's plan to \$20,000, with the employee paying the difference in the cost for the increased benefit level.

**Section 29.2** Notwithstanding the provisions of Section 29.1, and except as specified below, starting February 1, 2014 and through calendar years 2015 and 2016 only, the bargaining unit employees will be provided health insurance and other applicable fringe benefits through the M9 plan of the Central States, Southeast & Southwest Areas Health Welfare Fund ("the M9 Plan") instead of the Agency benefits provided in 29.1. It is expressly understood and agreed that, if the parties do not mutually agree in writing by October 31, 2016, to continue in the Central States

plan, the insurance coverage for the bargaining unit employees will revert to the plan(s) then being offered to other Agency employees in accordance with Section 29.1.

In addition, current employees who already elected to participate in the Agency's insurance plan that includes a Health Savings Account (HSA) option may choose to remain in that health insurance plan and other fringe benefits as described in Sections 29.1 or to enroll in the M9 Plan, subject to appropriate arrangements for the repayment by the employee of any unused funds paid by the Agency to the employee's HSA account. Employees hired on or after January 1, 2011, who regularly work 30 hours or more per week will be required to participate in the M9 Plan only.

The Agency will contribute as the employer's share of the premiums for the M9 Plan as follows:

- A. In 2014, the Agency will contribute 4% more than the 2013 rate for the M-9 PLAN.
- B. In 2015, the Agency will contribute the same amount as in 2014.
- C. In 2016, the Agency will contribute the same amount as in 2014.

Coverage Type	2014 Employee Bi-Weekly Cost	2015 Employee Bi-Weekly Cost	2016 Employee Bi-Weekly Cost
Employee Only	10.32	10.32	10.32
Employee + Child	14.03	14.03	14.03
Employee + Spouse	22.04	22.04	22.04
Family	28.80	28.80	28.80

**Section 29.3** If the Agency determines that it is desirable to establish any committee or procedure for the purposes of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee, who may be selected by the Union. The formulation of any committee or procedure as described in this Section shall be at the sole discretion of the Agency or the Agency's designee.

**Section 29.4** The Agency has the right to, but is not required to, purchase liability insurance for bargaining unit employees.

**Section 29.5 Employee Assistance Program** An Employee Assistance Program for eligible employees and dependents will be available.

**Section 29.6 Deferred Compensation Program** Agency employees may continue to participate in any deferred compensation programs offered in the County for eligible employees.

**Section 29.7 Disability Program** The Agency will continue to provide at the employee's cost a short-term disability program through payroll deduction.

**Section 29.8** The Agency shall reimburse any bargaining unit member for any funds expended by that member in obtaining his/her initial commercial driver's license, once the employee has driven a minimum of 500 hours for the Board. The employer will not reimburse repeat testing costs.

**Section 29.9** The Agency shall continue to provide and fund the Educational Assistance Fund. Bargaining unit members will be permitted to make applications for reimbursement from this fund in the same manner and under the same restrictions as non-bargaining-unit employees.

### **ARTICLE 30**

### **SUBCONTRACTING**

**Section 30.1** The Agency shall not move the work of bargaining unit employees to any other Agency, including but not limited to any private Agency, governmental agency, non-profit organization, or volunteer organization, if such subcontracting could result in the displacement of all or a majority of the employees in a particular classification, without providing at least thirty (30) days' notice to the Union for the purpose of meeting with the Union to discuss potential subcontracting and considering alternatives. Upon request by the Union, the Board will provide the Union all specifications, financial information, etc. provided to other entities and allow the Union to present a counter-proposal. Upon request the Union may be provided with bids if they are deemed to be public records in accordance with R.C. §§149.43 and 1333.51(A)(3). Upon request by the Union, the parties will seek voluntary facilitation or mediation. Nothing contained herein shall prevent the Agency from proceeding with subcontracting while facilitation or mediation proceedings are ongoing.

If the Agency proceeds with subcontracting, the Agency will negotiate with the Union with respect to the effect of the subcontracting on the affected employees.

**Section 30.2** It is understood that the sole exceptions to the notice and meeting requirements of Section 30.1 above are:

- A. Where individuals the Agency serves choose to use alternative transportation services. It is understood that such programs may operate under contracts with the Agency, pursuant to requirements of the Ohio Revised Code.
- B. To cover needs due to temporary vacancies or absences.

**ARTICLE 31**

**SUCCESSORS AND ASSIGNS**

**Section 31.1** In the event the Agency sells, assigns, transfers, devises or otherwise disposes of all of the bargaining unit work and/or positions related to the provision of transportation services, it shall be a condition of such sale, transfer, assignment or other disposition of Agency transportation services that the prospective purchaser, assignee, transferee or devisee be informed of this Agreement, and agree in writing to assume the recognition and grievance/arbitration procedure and to provide wages and comparable benefits to those in this Agreement. The Agency, the Union and the Vendor shall meet and discuss in good faith language covering the recognition, grievance/arbitration procedure and wage and comparable benefits and any other issues related to the transfer of transportation services to another entity. This Article shall be read in conjunction with Article 30, Subcontracting.

**ARTICLE 32**

**TERMINATION**

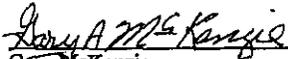
**Section 32.1** This Agreement shall be effective on the date of execution, except as provided herein, and shall remain in effect until midnight on December 31, 2016, and may be extended thereafter by mutual written agreement of the parties.

2014-2016 Agreement Between Clark County board of DD and Teamsters Local 957

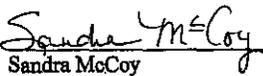
IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS, this  
28th day of February, 2014.

For Teamsters Local 957:

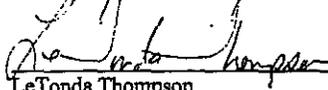
  
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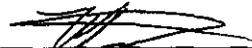
  
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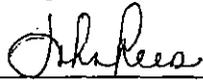
  
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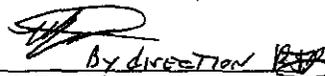
  
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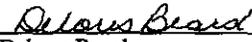
For the Clark County Board  
Of Developmental Disabilities:

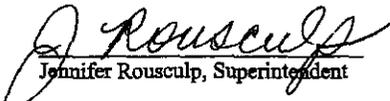
  
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Robert Bender

  
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John Reed

  
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By direction   
Kevin Fenwick

  
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Delores Beard

  
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Jennifer Rousculp, Superintendent