



IN THE MATTER OF FACT FINDING

BETWEEN

THE PROFESSIONAL GUILD OF OHIO (PGO)

AND

**THE MONTGOMERY COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
SERVICES**

SERB CASE NO. 12-MED-02-0153

Robert G. Stein, Fact-finder

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INTRODUCTION

The parties to this matter are the Professionals Guild of Ohio (hereinafter "Union") and the Montgomery County Board of Developmental Disabilities (hereinafter "Employer" or "Board"). The Employer is located in southwest Ohio. The bargaining unit is comprised of approximately eighty (80) full-time and part-time employees who are employed in the positions of Dispatcher, Vehicle Operator Aide, Vehicle Operator II, Auto Mechanic, and Courier. The single largest classification is Vehicle Operator II (approximately 45 employees). The Board serves children with early intervention needs and adults with developmental disabilities. The bargaining unit represents the Board's Transportation Department employees, who transport adult consumers from their homes to the Employer's facilities in the mornings and return them to their homes in the afternoon/evening. Buses run from approximately 6:00 a.m. to 10:00 p.m., Monday through Friday. The Board receives its funding from the Montgomery County Human Services Combined Levy and receives additional funding from Medicaid reimbursements, local, state, and federal sources. Over the past three (3) years a decline in revenue support and changes in service needs resulted in a significant number of bargaining unit positions lost, and a major shift to more part-time workers. The parties began negotiations in May of 2012 and held approximately 12 negotiations sessions (each being about 2 hours in



duration). They then sought the assistance of a state mediator which failed to produce a settlement. The parties then invoked fact-finding where mediation was continued by the fact-finder for 4 sessions. While not producing a settlement, these sessions moved the parties closer together on all or most of the open issues. The parties, failing to reach a complete tentative agreement on the remaining unresolved issues, submitted their positions to fact-finding at the end of the 4th day of mediation. The current collective bargaining agreement was effective on July 1, 2009 through the date of June 30, 2012.

General/State/Local Economic Overview: Continued concern and general widespread uneasiness, even in the face of good economic news, appears to be an apt characterization of the state of the current international, national and the local economies. Adding to the uncertainty in the United States are conditions of “Sequester,” which replaced the “fiscal cliff” that dominated the airwaves in December and early January. The Sequester has begun with no immediate hope of resolving what will become an increasing budgetary crisis in the not too distant future. The economy in Ohio continues to show signs of steady improvement from a very long and severe national recession that remains subject to the financial health of the United States and other countries, particularly those who are currently facing considerable debt in Europe, not to mention growing debt obligations of the United States. With the focus on other issues and countries, it remains to be seen if Greece and now Cyprus will adequately address their economic problems and whether other countries such as Italy and Spain, will become the next major crisis to plague the financial markets. It is remarkable and difficult to understand how the economic collapse of one very small European country can significantly undo months of economic recovery in the United States, but as we have carefully progressed from winter to spring, with a stock



market at record levels, uncertainty remains pervasive, as does gridlock in Washington D.C. The housing market continues showing signs of recovery, the auto industry had record sales for March, yet twelve (12) million people remain unemployed. And of course, the recovery, as expected, is uneven.

From 2008 to 2013 Montgomery County has experienced a loss of revenue. It has had a 14.7% decline of property tax revenue, a 20.9% in investment revenue, and a 52.3% in local government funds. During the same timeframe, the County has also reduced its workforce and made other expense reductions. There are two levies that are combined to support social services, one (Levy A) that is the larger of the two and is up for renewal in 2015.

The Employer and the bargaining unit are clearly in the midst of a major cultural change. What was for years a transportation unit characterized by employing predominately full-time employees with full-time benefits, has now become work place that employs a balance of full-time and part-time employees, who have very different benefit levels. All of this change has been fairly recent and it was clear from this neutral's perspective that the parties are still adjusting to this significantly altered work culture. It is also understandable that such a shift was likely, due to the noteworthy changes in funding, rising costs of operation, and the altered mission of the Employer (transitioning to a greater focus on adult services). What is happening to the Employer is no different than what is occurring in most economic sectors that are experiencing widespread revenue shortages.



CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

The recommendations contained in this report refer to Articles that were open and the subject of mediation. For the sake of brevity the specific rationale proffered by the parties in support of their positions on each open issue can be found in Appendices A and B. Although the fact-finder has conveyed his thinking to the parties during the mediation process, a brief summary rationale that conforms to statutory criteria will precede each open issue in this report. Listed below are the articles where there are recommended changes. **Bolded** language is recommended language.



ISSUE 1

Discussion:

14.3A and 14.4: The changes proposed by the Employer are justified given changes in the Employer's mission. **14.7:** The evidence indicates that courier's position; at least for the immediate future is not likely to change and can remain at 6.5 hours justifying preservation of this language until the end of the Agreement's terms. However, the Employer shall have the right to be relieved of this commitment and revisit it in negotiations in the next Agreement. **14.11:** The Union's argument that in accordance with Agency policy other non-union employees have a different standard regarding tardy episodes is persuasive and justifies a modification of the standard. Also, the language provided by the Employer clarifying how counseling is defined vis-à-vis discipline makes sense. The fact-finder modified the language slightly to include the words, 1st warning and 2nd warning, similar to traffic warnings prior to being issued a traffic ticket and the penalties that accompany it. This is recommended to give every employee a second chance, and to emphasize the consequences of not heeding these warnings prior to being formally disciplined for chronic tardiness.

ARTICLE 14

HOURS OF WORK

Section 14.1. Intent. This Article is intended to define the normal hours of work per day and/or per week applicable to employees.

Section 14.2. Standard Work Week. The standard work week for employees covered by the terms of this Agreement shall be a consecutive seven (7) day period from Saturday through Friday.

Section 14.3. Hours of Work. The Employer will endeavor to provide the employee notice of changes in their permanent schedule as far in advance as possible. In the event that an employee's shift starting time or shift ending time is changed after the end of the last shift worked by the employee, the Employer will communicate the change to the employee to the telephone number most recently provided by the employee to his or her immediate supervisor. It is understood that such notice applies only to scheduling. The number of work hours of an employee shall not be reduced until that employee successfully bids on a position with changed work hours or changes pursuant to layoff and bumping except as expressed in sections A and B below.

- A. **If there is a loss of part of a route, the employee impacted will switch assignments with the lowest seniority full-time employee so as to retain their full-time status. Additionally, the lowest seniority full-time person will assume**



the impacted route and be reduced to part-time status. Both will serve in the new assignments until next scheduled route bid.

- B. If there is a loss of a minimum of ten percent (10%) of the routes, a new route bid will occur.

Section 14.4. Meetings. It is understood that all Bargaining Unit employees will attend necessary team meetings, staff meetings, scheduled in-services, staffing, and other activities which are required as professionally beneficial to the consumers with full pay.

Section 14.5. The Director of Transportation or designee shall establish daily work schedules and maintain daily employee attendance records.

Section 14.6. All employees are expected to work as scheduled and to be at work at the assigned time. Employees unable to attend must call off at least one (1) hour before her/his scheduled report time. Call offs less than one (1) hour before report time may be subject to discipline pursuant to the provisions of Article 11.

Section 14.7 Flat Rates. The courier will be “flat-rated” at six point five (6.5) hours per day with the day after Thanksgiving to be an unscheduled day. **This provision shall sunset at the end of the Agreement, unless renewed by the parties.**

Section 14.8 Calamity Days. In the event that the Superintendent or his/her designee does not provide transportation to a County owned facility because of a public calamity or inclement weather), the affected vehicle operator II’s and vehicle operator aides shall not be required to report for work. Should the Superintendent or designee close the Employer’s facilities because of calamity or inclement weather, employees shall not be required to report to work. During such closings, any affected employees will receive their regular pay.

Section 14.9 Call Backs. An employee called in to work by the Employer at a time other than his/her scheduled work time shall be paid a minimum of two (2) hours pay at the applicable rate.

Section 14.10. Late Arrivals or No Shows.

- A. Late arrivals shall be considered tardiness under 14.11 and the employee shall be docked the appropriate amount of time, but will not be considered as a non-scheduled absence under Sick Leave (Section 17.7 Payment Rates). If the route has already been reassigned, the employee will not be paid for that portion of his/her route.
- B. An employee who fails to call off or fails to appear for a shift (no show), will be subject to discipline pursuant to the provisions of Article 11.

Section 14.11. Tardiness has no impact on “nonscheduled” absences but will be dealt with in the following manner:



4 instances of being tardy in any 12 month rolling year	1st warning (counseling)
5 instances	2nd warning (counseling)
6 instances	written reprimand
7 instances	1 day suspension
8 instances	3 day suspension
9 instances	5 day suspension
10 instances	10 day suspension
11 instances	termination

A warning is counseling and is not considered disciplinary in nature and is utilized to make the employee conscious of their attendance record and provide opportunity for the employee to correct timeliness issues.

The only issues that may be grieved under this subsection are whether the employee was tardy, whether the total number of instances is accurate, or disparate treatment.

Issue 2

Discussion:

17.2: The Employer already has the right to require a signed doctor's statement. **17.3:** The clerical change is reasonable. **17.6:** the Employer's proposed changes appear cumbersome and there was insufficient evidence that the current language lacks sufficiency in terms of communications to management. **17.7:** from the discussions in mediation, it was made clear to the fact-finder that the "carrot and stick" approach to curbing sick leave abuse has not been successful, since it was placed in the Agreement. Until the parties are able to devise a more efficacious approach, it is recommended that all parts of this section be removed from the Agreement. The Employer in a continued attempt to convey the importance of maintaining a high level of work dependability, may publish as often as it determines, an ON-THE-JOB Dependability % (% of scheduled work actually worked per quarter) for each bargaining unit employee.

ARTICLE 17

SICK LEAVE

Section 17.1. An employee may request sick leave, provided s/he follows the notification and request procedures as required by the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee;



- B. illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;
- C. exposure of the employee or a member of his immediate family with whom he resides to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- D. death of a member of the employee's immediate family;
- E. medical, dental or optical examinations or treatment of employee or a member of his immediate family when such appointments cannot reasonably be scheduled during non-work time; and
- F. injury, illness or disability related to pregnancy, childbirth and/or related medical conditions.

For purposes of this provision, the "immediate family" is defined as only mother, father, brother, sister, child, spouse, grandparent, grandchild, mother in law, father in law, son in law, daughter in law, legal guardian or other person who stands in the place of a parent.

Section 17.2. The Employer maintains the right to investigate any employee's absence, including the right to require documentation for any sick leave absence, in order for the employee to receive sick leave pay. Where a DDS employee covered by the CBA requests to use an entire work day of sick leave in order to attend a single medical or dental appointment, the Employer may require a signed, dated statement from a doctor, dentist, registered nurse or other medical practitioner stating that the employee should not work the remainder of the appointment day, not work prior to the appointment, or not work the entire appointment day, for reasons required by the individual's medical needs.

Section 17.3. For each completed hour in active pay status, an employee earns point **zero** five seven five (.0575) hours of sick leave to a maximum accrual of one hundred twenty (120) hours in any calendar year. Active pay status for the purpose of this Article shall be defined as hours worked, hours on vacation and hours on paid sick leave. Sick leave credit shall not accrue while an employee is on any unpaid leave of absence, administrative leave without pay, in layoff status, on disciplinary suspension or in overtime status. Advance use of sick leave shall not be granted.

Section 17.4. Sick leave shall be charged in minimum amounts of one (1) hour.

Section 17.5. Employees absent on approved, paid sick leave shall be paid as indicated in Section 17.7 of this Article.

Section 17.6 Upon return to work, an employee shall complete and sign a request for sick leave use which shall include the general nature of the illness or on a form provided by the Employer to justify the use of sick leave. The Employer shall, when an absence is for three (3) or more consecutive work days, require the employee to furnish a statement from a Licensed Medical



Practitioner. Such statement shall include the general nature of the illness or injury, and the expected return to work date. Failure of the employee to provide such statement when requested shall result in the denial of sick leave pay.

Section 17.7. ON-THE-JOB DEPENDABILITY: In place of the former “carrot and stick” approach to increase dependability, the Employer in a continued attempt to convey the importance of work dependability maintains the option to publish, as often as it determines feasible, an ON-THE-JOB Dependability % (% of scheduled work actually worked during a designated period, e.g. September 1 through February 28 and March 1 through August 31) for groups or classifications of bargaining unit employees (e.g. Vehicle Operators, Aides, etc.). It is not uncommon to find in work places, particularly in the private sector, similar percentages or measures of time for other performance measures such as, for example, accident free performance. The competition among groups emphasizes an important issue to both labor and management and it improves efficiency and reduces operating costs. The parties are encouraged to collaborate on this recommended approach.

Section 17.7 Employees may utilize vacation and/or personal leave to cover down time.

ISSUE 3

Discussion:

Some of the changes made in this article are programmatic in nature and during mediation the parties did not indicate any objection to their inclusion in a successor Agreement. No other changes are recommended given the generally accepted premise that part-time employees emphasize the need to maximize work hours and pay and place less emphasis on time off.

ARTICLE 19

PERSONAL LEAVE

Section 19.1. Qualifications. Personal leave time is available to all members of the Bargaining Unit who have completed their probationary period. Personal leave time is related to the number of days worked in a year and proportional to the number of hours normally worked in a day. (I.e. a seven (7) hour per day employee will be provided seven (7) hours of personal leave time).

Note: The year for personal leave begins **SEPTEMBER 1st** annually.



- A. **Full-time employees will receive three (3) days of personal leave. Additionally, if the probationary period is completed before January 1st the employee shall be granted the three (3) days of personal leave. Those who complete their probationary period after January 1st but prior to April 1st shall have two (2) days of personal leave. Those who complete their probationary period after April 1st shall receive one (1) personal day.**
- B. Part-time employees shall be entitled to one (1) day of personal leave per year.

Section 19.2. Usage.

- A. Personal leave days shall be used in the year they are granted and shall not accumulate from one program year to another.
- B. Personal days may be taken one at a time, consecutively or in half-day increments. (Half-days refers to A.M. or P.M. portion of routes).
- C. Employees must complete a Request for Leave and submit it to the supervisor at least five (5) working days in advance.
- D. In the case of an emergency, if the employee is unable to give the five (5) day notice, s/he must explain the reason for the request for the use of a personal day when s/he calls the immediate supervisor or designee. The immediate supervisor or designee may waive the five (5) day notice and grant the emergency request only when the following conditions are met:
 - 1. Staff has spoken directly to his/her supervisor prior to the reporting time.
 - 2. Written proof of the reason is provided.
- E. The supervisor may deny a request for the use of any personal day leave for programmatic reasons.
- F. **PERSONAL LEAVE MAY BE USED TO COVER DOWN TIME.**
- G. Except in the cases of emergency, personal days may not be used for the following:
 - 1. The workday immediately preceding or following a holiday.



2. The workday immediately preceding or following a vacation period during which a program component is closed for staff assigned to that program component.
3. Conference Day.
4. In-service Day(s).
5. The first and last week of **the program year**.

Note: In all of the preceding, emergency case approval of personal leave will be subject to the discretionary approval of the immediate supervisor.

Section 19.3. Reimbursement. Employees who have not utilized their entire annual allotment of personal leave at the end of the program year (**August 31st**) each year shall receive fifty (50) dollars for each full day unused.

ISSUE 4

Discussion:

The changes proposed by the Employer conform to changes to the Employer’s mission and in **20.8**: An increase in the flexibility in using vacation time in conjunction with down time is recommended.

ARTICLE 20

VACATION

Section 20.1. Full-time Bargaining Unit members shall earn vacation leave according to the following schedule. All vacation earned shall be on a pro-rated basis based upon hours actually worked.

<u>Years of Service</u> <u>Accrual</u>	<u>Maximum Annual Accumulation</u>	<u>Maximum</u>	<u>Bi-weekly</u>
1 year but less than 6	80 hours	3.10 /	80 hours
6 years but less than 12	120 hours	4.60 /	80 hours
12 years but less than 21	160 hours	6.20 /	80 hours
21 years or more	200 hours	7.70 /	80 hours



Section 20.2. Vacation credit accrues while a member is on paid leave. No vacation credit is earned while an employee is in an unpaid status, including an unpaid disciplinary suspension. Pro-rated vacation credit is given for any part of a pay period.

Section 20.3. Vacation may be taken in thirty (30) minute increments for all mechanic, dispatcher and courier positions. For vehicle operator II's and vehicle operator aides, vacation must be utilized in units of route completions (i.e. AM route completion time or PM route completion time).

Section 20.4. Unless otherwise waived by the appropriate Supervisor, employees are required to submit their requests for vacation of two (2) or less consecutive days to their Supervisor at least seventy two (72) hours prior to the time the planned vacation is to start. For vacation requests of more than two (2) consecutive days, requests must be submitted at least fourteen (14) calendar days in advance of the planned vacation. All vacation leave requests should be submitted as far in advance as possible. All vacation requests are subject to employer approval, but shall not be arbitrarily denied.

Section 20.5. No vacation requests will be honored for the first and last weeks of **the** Program year.

Section 20.6. Where two (2) or more employees submit their vacation requests to their Supervisor on the same day for vacations that are for the same or similar time period and where such request may pose serious coverage problems, the Supervisor will give preference to the employee with the greatest amount of Board seniority. The standard to be utilized by the Employer is that three (3) Vehicle Operator IIs and two (2) vehicle operator aides may be off at the same time on vacation. Other absences on the same shift such as sick leave, jury duty, etc. may control whether the Employer approves vacation leave.

Section 20.7. One half of the earned vacation in any employee's anniversary year, up to five (5) days, must be utilized during unscheduled time off (shut down time). Any vacation not utilized during the anniversary year by the employee will be lost.

Section 20.8. Vacation leave **may** be utilized to **extend or cover down** time.

Section 20.9. Upon separation from employment, an employee shall receive compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of separation. Bargaining Unit members shall not be carried on the payroll for purposes of liquidating a vacation balance. In case of death, such accrued and unused vacation leave shall be paid to the deceased employee's estate.

Section 20.10. For the life of the Agreement, in no respect shall any vacation accrual rates (Section 20.1), including the prospective determination of prior service credit, be more generous for non-union, non-management employees than for Bargaining Unit employees.



Issue 5

Discussion:

The Employer withdrew this proposal during mediation and modified its position statement to reflect same.

ARTICLE 24

VACANCIES POSTING & BIDDING PROCEDURES

Maintain Current Language

Issue 6

Discussion:

The Employer's proposed changes to this article are minor and conform to changes in the Employer's mission, are supported by the evidence and are reasonable.

ARTICLE 25

ROUTE BIDDING

Section 25.1. Definitions.

- A. For purposes of this Article, "classification seniority" shall be defined as the length of continuous service within the classification (i.e., driver, aide, mechanic, dispatcher, courier, etc.). Continuous service within the classification will include all time within the given classification if there has been a voluntary reduction as defined in Article 24(G). For the purpose of this article, a "driver" refers to vehicle operator II and does not include the position of courier.
- B. Breaks in employment of more than thirty (30) consecutive days shall be a "break in seniority", and seniority will be calculated from the new date service began.
- C. Length of total service within the Department will only be utilized for breaking ties in seniority, if and when such ties occur.

Section 25.2. General Procedures (Drivers).



- A. Driver routes will be bid twice each year, except as provided in Article 14.3. Fall Program routes will be bid in August of each year. Routes will be **RE**-bid in **FEBRUARY** of each year. Summer Camp routes will be made available to part-time drivers on a seniority basis.
- B. When a route becomes open during the Program year, flat rate hours will be adjusted as needed. Drivers may bid on the open route via the lateral posting procedures of Article 24.
- C. During the program year, all routes are subject to change as needed, provided, however, that employee's hours shall not be reduced by a change in that route, except as provided in Article 14.3.

Section 25.3. Specific Procedures (Drivers).

- A. Two (2) weeks before route bidding is to occur, a classification seniority list of all current drivers eligible to bid as per 25.3(A)(1)(a) will be posted.
 - 1. Drivers must be licensed, certified and in active pay status in order to participate in the route bidding.
 - a. Drivers who are on leave and have a physician's statement with a definite return to work date within the program year for which the bidding is taking place will be permitted to bid.
- B. Routes will be posted one (1) week before the actual route bid.
- C. All drivers shall be present for route bidding, which will normally begin promptly at 10:00 a.m. and continue until completed.
 - 1. Any driver not able to attend the route bidding will notify a supervisor of such prior to 9:00 a.m. on the bid day.
 - 2. Any driver who is unable to attend the route bidding will provide a supervisor with a list of three (3) preferences for routes. The supervisor will then bid for the driver.
 - a. If none of the preferences are available at the bid time, the supervisor will place a bid for the driver. The route chosen will be at the sole discretion of the Supervisor.
 - b. If the driver fails to provide three (3) route preferences, the driver will be assigned to a route at the sole discretion of the Supervisor.
- D. Each driver will have a maximum of five (5) minutes to complete his/her



choice of routes. Should the driver not select a route within the five (5) minute time period allotted, the Supervisor has the option of selecting a route for the driver.

- E. At the discretion of Management, drivers may be required to do practice runs prior to the beginning of a Program **year**. During these practice runs, the drivers will pass out notification sheets to parents/guardians/caregivers which note start dates and pickup times. Drivers are to also note any route corrections needed.
 - 1. All corrections must be turned in to the driver's supervisor and signed indicating that they have completed the tasks listed in of subsection E of this Article.

Section 25.4. General Procedures (Aides).

- A. Aide assignments for routes will be posted twice each year, except as provided in Article 14.3. Program routes will be posted in August **and February** of each year. Summer Camp routes will be made available to part-time aides on a seniority basis.
 - 1. NEW Aides must be in active pay status in order to participate in the route bidding.
 - a. NEW Aides who are on leave and have a physician's statement with a definite return to work date within prior to the start of the program or summer period year for which the bidding is taking place will be permitted to bid.
- B. When a route becomes open during the Program year, flat rate hours will be adjusted as needed. Aides may bid on the open route via the lateral posting procedures of Article 24.
- C. During the program year all routes are subject to change as needed, except as provided in Article 14.3.

Section 25.5. Specific Procedures (Aides).

- A. Aides are assigned routes in accordance with the following procedures:
 - 1. A list of routes with aide assignments will be posted one (1) week before Aide Assignment.
 - 2. All aides shall be present for the Aide Assignment session, which will normally begin promptly at 10:00 a.m. and continue until completed.



3. Any aide not able to attend the Aide Assignment session will notify a supervisor of such prior to 9:00 a.m. on that day and provide a supervisor with a list of three (3) preferences for routes.
4. Each aide will have a maximum of five (5) minutes to discuss the available assignments with the supervisor conducting the session and to state their preference(s) of the available assignments.
5. Following classification seniority, the supervisor conducting the session will talk with each aide (or review the preference list if the aide is not present), consider preferences and make an assignment. The process will continue until all assignments have been filled.

Section 25.6. Field Trips (Drivers).

- A. Field trips will be assigned by seniority to the driver **(full-time or part-time)** at that facility on a rotational basis for all scheduled facility field trips.
- B. If there are no facility drivers available, a driver from the nearest facility (most efficient/cost effective) will be assigned to the trip.
- C. All recreation department field trips will be assigned based upon driver seniority as defined in Section 25.1(A). **Once a driver accepts a recreation field trip, they move to the bottom of the list for any new recreation field trips.**
- D. It is understood that any drivers on field trips will assist in the loading and unloading of consumers.
- D. On-call spares will be assigned on a rotational basis as in 25.6(A) and are utilized to drive a field trip on non-programming days such as Saturdays, Sundays, the day after Thanksgiving, etc. and shall be paid their normal rate of pay for the on-call day. If any on-call spare is not utilized, he/she will be paid \$40.00.

Issue 7

Discussion:

This issue was arguably the most controversial and most difficult to resolve in mediation. This is largely a result of the significant culture change from a predominately full-time to a part-time work force that was previously cited. However, the Employer's treatment of additional hours in a similar fashion to what is traditionally well accepted in the



distribution of overtime has considerable appeal and is consistent with what generally occurs in all labor sectors regarding additional opportunities for employees to gain hours and pay. However, the data and discussions with the parties in mediation support the movement of Spare Drivers to the number 2 slot for selection, but with a reasonable cap. Also, a reduction from 5 trips to 4 trips for part-time drivers, who are listed first, will provide a greater opportunity for other employees to gain hours. This is clearly a “new work place” and everyone is required to adjust to the new evolving work culture, but it will likely take time.

ARTICLE 26

DAILY ROUTE COVERAGE

The first priority of the Department is to operate routes in a timely manner, utilizing appropriate personnel. Late call offs as described in Article 14 will result in management providing coverage in the most effective manner as possible, as determined by Management.

Section 26.1. “No Show” or Late Call-Offs.

- A. Any absence notification of less than one (1) hour before the route assignment time will be treated as a “No Show” for purposes of coverage.
 - 1. All “No Show” route assignments will be covered in the most effective manner as possible, as determined by Management.

Section 26.2. Call Off with Proper Notification

- A. **Open routes will first be covered by spare drivers, who are assigned seven (7) hours/day and thirty-five (35) hours/week at management’s discretion.**
- B. Staff absences with prior notification of more than one (1) hour prior to the start of any route assignment, either by personal contact or through the Employer’s voice messaging system*, will be covered in the following manner, utilizing seniority within the classification:

Driver**

- 1st Part time driver (**initial cap - 4 runs/week**)
- 2rd Spare driver (**initial cap is # runs scheduled not to exceed 42 hours per week**)
- 3rd Full time driver (**initial cap - 2 runs/week**)
- 4th Sub driver

If route is not filled, this list recycles until employee(s) is/are unavailable. This may result in an employee(s) exceeding the initial cap.



Aide**

1st Part time aide (**initial cap - 6 runs/week**)

2nd Full time aide (**initial cap - 2 runs/week**)

Recycle 1st and 2nd until initial cap is reached or until employee(s) is/are unavailable, then

3rd P.T. driver (**initial cap - 5 runs/week**)

4th F.T. driver (**initial cap - 2 runs/week**)

5th Spare driver (**initial cap is # runs scheduled not to exceed 45 hours per week**)

6th Sub Driver

*The voice messaging system is to only be utilized between the hours of 10:00 p.m. and 5:00 a.m. on weekdays and on weekends and holidays. Employees utilizing the voice messaging system are required to leave within the message the date and time of the call, a telephone number where he/she can be reached, the reason he/she will not be in and when he/she will return to work (date and time).

**Drivers filling in as aides will be paid at their driver rate of pay for said hours. Aides filling in for drivers will be paid on the "A" step of the driver's wage scale. If the aide's current rate of pay exceeds the step "A" amount on the driver's scale, the aide shall be paid at the step of the driver's scale which is closest but higher than the aide's current regular rate of pay.

In the event that all drivers/aides are out on their daily routes and a vacant route presents itself, the Employer will fill the void in coverage with the most senior driver/aide available to start the route on time.

Section 26.3. Courier Coverage

When the courier is absent, the Employer may, at its discretion, choose not to run the courier route. If the Employer chooses to run the route, the courier's duties will be covered as follows:

1st Spare driver (**initial cap is # runs scheduled not to exceed 45 hours per week**)

2nd Part time driver (**initial cap - 5 runs/week**)

3rd Full time driver (**initial cap - 2 runs/week**)

4th Sub driver

Section 26.4. For the purposes of sections 26.2 and 26.3, total runs/hours are considered to accumulate across all categories.



Issue 8

Discussion:

The Employer withdrew this proposal during mediation and modified its position statement to reflect same.

ARTICLE 36

CERTIFICATION, LICENSURE, INSURABILITY

Maintain Current Language

Issue 9

Discussion:

The parties indicated a general acceptance of this issue during the mediation process, therefore, the Employer's proposed changes are recommended.

ARTICLE 40

INSURANCE COVERAGES

Section 40.1. The Employer shall offer health insurance benefits, as established by the Board, to all full-time Bargaining Unit employees. For purposes of this article "full-time" shall be defined as regularly scheduled thirty-two (32) **or more** hours per week **and beginning in January 2014, thirty (30) or more hours per week as federal law requires.**

The Employer shall pay its portion of the premium amount as set by the County Board for the coverages that are offered to its program staff. The Board will also provide life and dental insurance to full-time employees of the Bargaining Unit under the same terms and conditions as set for the program staff of the Board.

For part-time members of the Bargaining Unit, the Employer will contribute the same amount of money to a flexible spending plan and under the same terms and conditions as is established for other part-time program staff of the Board.



Section 40.2. Bargaining Unit employees shall be eligible for the coverage the first of the month following thirty (30) calendar days of continuous employment.

Section 40.3. Waiver of Coverage. Full-time Bargaining Unit members who are eligible for health insurance coverage may, upon proof of other coverage, waive coverage as provided by the Employer. In such cases, the employee shall receive the same waiver incentive as is established and under the same terms and conditions as is established for other program staff of the Board.

Section 40.4. Levels of Coverage. Employee contributions (Section 40.1), waiver amounts (Section 40.3), and levels of insurance coverage shall be established at the same levels as provided for other management and non-management program staff of the Board.

Issue 10

Discussion:

Salary increases shall be paid in a manner that is approximately equivalent to what all other employees of the Employer received effective September 1, 2012. However, because of the extended period of time that has passed since that date, and because of the difficulty in calculating retroactive pay, a simple lump sum payment method that accounts for actual paid time adjusted for $\frac{3}{4}$ of the year is recommended. Also, the conversion pay offered by the Employer is recommended to partially off-set the effects of the dramatic shift from a predominately full-time work force, to what has now become a more evenly balanced full-time/part-time work force. Shift differential shall remain the same for 2013, but shall be subject to the reopener negotiations for January of 2014.

ARTICLE 41

WAGES

Section 41.1. Base Salary. The salary schedule in effect on July 1, 2012 will be increased by **two (2%)** on the base effective **the first full-pay period in June of 2013.**

LUMP SUM PAY IN LIEU OF RETROACTIVITY: In lieu of having to calculate retroactivity from September 1, 2012 to the first full pay period in June of 2013, a period of 9 months or $\frac{3}{4}$ of a year, the following simplified method of lump sum pay shall be paid to the bargaining unit as follows:



Section 41.1.1. All full-time drivers, mechanics and dispatchers shall receive a one-time "lump sum payment" **equivalent to 1.5% x 2012 W-2 earnings to be included in the first full pay period following the ratification** of this Collective Bargaining Agreement.

Section 4.1.1.2. All full-time couriers and bus aides will receive a one-time "lump sum payment" **equivalent to 1.5% x 2012 W-2 earnings to be included in the first full pay period following the ratification** of this Collective Bargaining Agreement.

Section 4.1.1.3. All part-time employees will receive a one-time "lump sum payment" **equivalent to 1.5% x 2012 W-2 earnings to be included in the first full pay period following the ratification** of this Collective Bargaining Agreement.

Section 41.2. **Step increases shall remain frozen for the 2013, but the reinstatement of step movements shall be subject to reopener negotiations for January of 2014.**

Section 41.3. Shift differential for all second shift employees is forty-one cents (\$. 41) per hour.

Section 41.4. This article is subject to a re-opener as indicated in Article 47 of this Agreement for the contract year beginning **January 1, 2014.**

SECTION 41.5. Conversion consideration

Section 41.5.1. Cc 1 - FULL-TIME WHO WERE REDUCED TO PART-TIME IN 2012 OR 2013: A \$350.00, one-time payment, to be included in the first full-pay period in June of 2013 for individuals employed as full-time employees on 7.1.12 and who are currently employed as part-time.

Section 41.5.2. Cc 2 - PART-TIME EMPLOYEES: A one-time payment of \$225.00 to be included in the first full-pay period in June of 2013 for part-time employees who do not qualify under Section 41.5.1 above. Continuation of this benefit for part-time employees in 2014 is subject to re-opener negotiations per Section 41.4 and Article 47.

Section 41.6. Endorsement consideration

If a part-time driver was trained by the mcbbds for his/her passenger endorsement, the s/he shall receive a one-time payment of \$300.00 when s/he has worked a total of five-hundred (500) hours. Should the employee leave the employ of the mcbbds prior to actually working one-thousand (1000) hours, then his/her last paycheck shall be reduced by \$300.00.



Issue 11

Discussion:

Based upon usage, which has been nil, the Employer's proposal to reduce the amount of the appropriation for this benefit is appropriate.

ARTICLE 42

TUITION REIMBURSEMENT

Section 44.1. The Board shall appropriate **five hundred dollars (\$500)** per employee per calendar year to be used for tuition reimbursement at an accredited college for basic literacy courses, for courses leading to the completion of a high school diploma or GED, or for courses and/or degrees that apply to their position or for other potential positions within the Board of DD.

Only full-time and/or regular part-time employees who have completed twelve (12) months of employment are eligible. Qualified staff members must have a satisfactory work performance, no disciplinary actions within the previous twenty-four (24) months, or pending, and satisfactory or better performance evaluations during their last rating period.

Approved courses and seminars must be taken on the employee's personal time.

Fees for books, parking and other non-tuition expenses will not be reimbursed.

College courses must be taken for credit; no audits. Reimbursement is contingent upon receipt of a "C" or above, or "P" if the course is taken pass/fail.

Staff members who leave the Board within nine (9) months of taking a course must reimburse the Board for the amount of tuition monies received.

Applicants may apply for tuition reimbursement for no more than **FIVE Hundred Dollars (\$500.00)** per calendar year, pretax.

Issue 12

Discussion:

The Employer withdrew this proposal during mediation and modified its position statement to reflect same.



ARTICLE 45

EFFECT ON AGENCY POLICIES & CIVIL SERVICE RULES & REGULATIONS

Maintain Current Language

Issue 13

Discussion:

The Employer's proposal to alter the ending of the Agreement on a calendar year basis, while shortening the tenure of the Agreement on a one time basis, provides the Union with the advantage of returning to the bargaining table sooner.

ARTICLE 47

DURATION OF AGREEMENT

Section 47.1. By signing this Agreement, the parties hereby acknowledge that they have had a full and fair opportunity to bargain over all terms and conditions of employment. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace.

Section 47.2. Duration of Agreement. This Agreement shall be effective on July 1, 2012, and shall remain in full force and effect through midnight December **31, 2014**.

Section 47.3. Reopener. Effective **January 1, 2014, for all provisions under both Article 40 (Insurance) and Article 41 (Wages)** shall be reopened pursuant to Chapter 4117-9 OAC, **for implementation on/about January 1, 2014 or as agreed upon by the parties.**



TENTATIVE AGREEMENT

Any tentative agreements reached by the parties as well as any current language that is not changed or not addressed above should be considered to be recommended in the successor Collective Bargaining Agreement.

The fact finder respectfully submits the above recommendations to the parties this ____ day of April 2013 in Portage County, Ohio.

Robert G. Stein, Fact finder