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**AGREEMENT**

**BETWEEN**

**ASHTABULA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

**and**

**UNITED AUTOMOBILE, AEROSPACE, AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA  
LOCAL NO. 1834**

November 1, 2018

through

October 31, 2020

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## TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT	4
ARTICLE I STATEMENT OF RECOGNITION	4
ARTICLE II STATEMENT OF PRINCIPLES	4
ARTICLE III NEGOTIATIONS PROCEDURE	5
ARTICLE IV UNION REPRESENTATION	7
ARTICLE V NO DISCRIMINATION	7
ARTICLE VI UNION DUES, CHECK-OFF, AND AGENCY FEE	8
ARTICLE VII MANAGEMENT RIGHTS	9
ARTICLE VIII RULES AND DISCIPLINE	10
ARTICLE IX GRIEVANCE PROCEDURE	10
ARTICLE X WORKWEEK AND OVERTIME	13
ARTICLE XI VACANCIES	14
ARTICLE XII WORKING CONDITIONS	15
ARTICLE XIII DRUG-FREE WORKPLACE	17
ARTICLE XIV SENIORITY	20
ARTICLE XV NEOEA DAY	20
ARTICLE XVI CALL-IN PROCEDURE	20
ARTICLE XVII VACATIONS	21
ARTICLE XVIII SICK LEAVE	22
ARTICLE XIX PERSONAL LEAVE	24
ARTICLE XX PROFESSIONAL LEAVE	25
ARTICLE XXI FAMILY MEDICAL LEAVE (FMLA)	25
ARTICLE XXII GENERAL LEAVES OF ABSENCE	27
ARTICLE XXIII MILITARY LEAVE	28
ARTICLE XXIV PHYSICAL INJURY LEAVE	28
ARTICLE XXV WORKERS COMPENSATION	28

ARTICLE XXVI	LAYOFF AND RECALL	29
ARTICLE XXVII	UNUSED SICK LEAVE	30
ARTICLE XXVIII	HOLIDAYS	31
ARTICLE XXIX	WAGES	32
ARTICLE XXX	BENEFITS	33
ARTICLE XXXI	CALAMITY DAY PROCEDURE	36
ARTICLE XXXIII	TERM OF AGREEMENT	37
	SALARY SCHEDULES	38

## **AGREEMENT**

These Articles of Agreement are entered into this 1st day of November 1, 2013, between the Ashtabula County Board of Developmental Disabilities (hereinafter the "Board") and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America ("UAW") and its Local Union No. 1834 (collectively referred to hereinafter as the "Union").

### **ARTICLE I**

#### **STATEMENT OF RECOGNITION**

- A. The Board recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local Union No. 1834 as the sole and exclusive representatives of the following unit of employees for the purpose of negotiating salaries, fringe benefits, and other terms and conditions as defined in Ohio Revised Code Chapter 4117 within the legal authority of the Board to resolve:

Noncertified personnel except managerial, supervisory, administrative, confidential, substitute, seasonal, and casual employees as those terms are defined in the employee relations context in the public and private sectors.

- B. Such recognition shall remain in effect until this contract expires unless, between ninety (90) and one hundred twenty (120) days prior to the expiration of this contract, 30 percent (30%) or more of the employees in the bargaining unit petition the Board for a representation election. Within thirty-five (35) days after the presentation of such a petition, procedures for the election shall be determined by the Board, the Union, and the challenging organization, if any. An election shall be held to determine the matter of representation of the employees. The American Arbitration Association shall act as referee. The full cost of the election shall be borne by the petitioning organization.

### **ARTICLE II**

#### **STATEMENT OF PRINCIPLES**

It is recognized that there must be a mutual understanding, harmony, and cooperation among employees and between employees and the Board. The operations must be uninterrupted and the duties faithfully performed in order that the Board and its employees may fulfill their mutual and vital responsibilities so that the Board's operations may be operated with economy and efficiency in the best interest of the individuals served by the Board. It is therefore the intent of the parties to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment which are within the power of the Board to resolve to be observed by the Board, the Union, and the employees covered by this Agreement and to provide procedures for adjustment of grievances during the life of this Agreement and to promote harmonious relations between the Board, its employees, and the Union.

## **ARTICLE III**

### **NEGOTIATIONS PROCEDURE**

1. Request for Negotiations:

If either party intends to renegotiate, amend, modify, or terminate this Agreement, notice of such intention shall be given to the other party between sixty (60) and ninety (90) days prior to its expiration.

2. Meetings:

The first negotiation session will be held at a mutually agreed upon time; however, the first session shall be held between sixty (60) and ninety (90) days prior to the expiration of the Agreement. During the first session, either party may offer modifications or amendments to the Agreement.

3. Conducting Negotiations:

To the extent practicable, the parties will attempt to submit all items for negotiation at the first meeting.

4. Agreement:

a. After tentative agreement has been reached on the entire contract, said contract shall be reduced to writing and submitted to the Union for ratification. If ratified by the Union, the tentative agreement shall be submitted to the Board for its adoption at the next regularly scheduled or special Board meeting. The resolution adopted by the Board regarding such tentative agreement shall be incorporated into its official minutes.

b. Once the tentative agreements are accepted by the parties hereto, they shall be placed in a contract and signed by the Board President and the Union.

5. Definitions:

a. "Days" - the term "days" shall mean calendar days.

b. "Negotiations" means conferring and exchanging thoughts and ideas by the Board through its designated representatives and the Union through its designated representatives for the purpose of reaching tentative agreement.

c. "Administrator" or "Superintendent" means the chief executive officer of the Board.

d. "Tentative Agreement" means items agreed to at the bargaining table shall be initialed by both parties and shall not be discussed or changed for the duration of negotiations unless by mutual agreement.

- e. "Caucus": Either negotiation team, upon giving notice to the other team, may caucus for a reasonable period of time during a negotiation session. A separate private room will be provided for caucusing.

6. Dispute Resolution:

If agreement is not reached within forty-five (45) days prior to the expiration of this Agreement, the parties shall jointly notify the Federal Mediation and Conciliation Service (FMCS) and the State Employment Relations Board (SERB) that the services of a mediator may be required to assist in negotiations. The parties agree pursuant to O.R.C. Section 4117.14(C)(1)(f) and will so notify the FMCS and SERB that the use of a mediator from the FMCS shall be the sole dispute resolution procedure of these parties, and the parties hereby waive the right to utilize any other dispute resolution procedure, including those enumerated in O.R.C. Sections 4117.14(C)(1)(a)-(e). If agreement is not reached within thirty (30) days prior to the expiration of this Agreement, the parties shall request a mediator from the FMCS. The parties will continue mediation in accordance with this Article until agreement is reached or either party declares an impasse except that no impasse shall be declared prior to the expiration of this Agreement or during any mutually agreed extension thereof.

7. Miscellaneous:

- a. Until negotiations are completed, at the conclusion of each session both teams shall attempt to agree to a time, place, and date for the following session(s).
- b. Negotiations shall be closed to the public and during negotiations there shall be no publicity releases except those mutually agreed to by the parties. This is not to preclude keeping the Union membership and Board members informed of the progress of negotiations.
- c. During the term of this contract neither party will be required to negotiate with respect to any matter whether covered or not covered by this contract.
- d. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by the parties hereto.
- e. The Board shall be responsible for the copying of the final contract and shall provide the U.A.W. President with sufficient copies for each employee and sufficient additional copies within thirty (30) days of ratification.

## **ARTICLE IV**

### **UNION REPRESENTATION**

1. The Board will recognize and the Union will elect a Union Bargaining Committee. This Committee shall not exceed four (4) employees. Representation on this Committee shall consist of one (1) bus driver, one (1) mechanic, or maintenance person, one (1) Professional Assistant, and one (1) other member of the Union acting as Chairman of the Committee.
2. Any employee, to be a member of the Union Bargaining Committee, must be in active employment of the Board. The Union shall notify the Board, forthwith, in writing, of the names of the Committee members and its Chairman. The Union shall also inform the Board of any change of representation that may be made.
3. The Board shall grant the Union reasonable and appropriate use of bulletin boards and mailboxes at each site.
4. The name of an individual whose initial employment contract is to be considered by the Board shall be provided in the agenda of that Board meeting.
5. Prior to any Board meeting, the UAW Chairperson will receive the same packet as the Board pursuant to O.R.C. 149.43, except for confidential information. The packets will be mailed or received by the UAW Chairperson at the same time they are mailed to the Board members.
6. The Superintendent shall approve reasonable requests to participate in UAW meetings and business as determined by the Chairperson not to exceed a total of fifteen (15) days, collectively for all members of the committee, in each program year covered by this agreement in order that an employee or employees may attend or participate in UAW activities. No additional cost other than the cost of a substitute shall be borne by the Board. If additional leave is requested, UAW representatives will meet with the Superintendent to discuss the need for additional leave. Approval of requests beyond 15 days will be at the discretion of the Superintendent. If approved, UAW will reimburse the cost of the employee's absence.

## **ARTICLE V**

### **NO DISCRIMINATION**

1. The Board agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced by the Board or by any of its representatives, with respect to any employee because of race, color, creed, age, sex, national origin, or submission of a grievance in the manner and to the extent expressly provided in this Agreement. The Board further agrees not to discriminate against any employee or prospective employee who is handicapped, providing said employee can perform the duties of his job and in a safe manner. The Board further agrees to administer the provision of the Agreement in an equitable manner.



2. The Union agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced by the employees, by the Union, its members, or representatives with respect to any employee because of race, color, creed, age, sex, national origin, or handicap.

## **ARTICLE VI**

### **UNION DUES, CHECK-OFF, AND AGENCY FEE**

1. During the life of this Agreement, the Board agrees to deduct Union membership dues (shall not include assessments, fines, or any other payment than regular monthly dues) and initiation or reinstatement fees levied by the Union, in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the following Authorization for Check-Off Dues.

I hereby assign to the Local Union No. 1834, International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me as your employee (in my present or in my future employment by you), such sums as the Financial Officer of said Local Union No. 1834 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee, and monthly dues in such sum as may be established from time to time as Union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization, and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Board and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization, and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each for the period of each succeeding applicable collective agreement between the Board and the Union, whichever shall be shorter, unless written notice is given by me to the Board and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Board and the Union, whichever occurs sooner. This authorization is made pursuant to the provision of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

2. The Board's obligation to make such deductions shall terminate automatically upon the termination of employment with the Board of the employee having signed the aforesaid authorization form or upon his transfer to any job or classification in the Board not covered by this Agreement.
3. The deduction of dues and any initiation fee shall be made from the earnings received by the employee on the first pay day of the month following the month in which a signed authorization form is received by the Board. Union dues will be deducted monthly

thereafter from the earnings due the employee. The Board will remit to the Financial Officer - Local 1834 all monies deducted on a monthly basis and will provide the Union with a monthly reconciliation.

4. The Union shall notify the Board, in writing, of any change in the basic formula that is used to calculate Union dues to be deducted from the wages of the employees.
5. The Union agrees that it will indemnify and save the Board harmless from any and all liability claims, responsibility, damage, or suit which may arise out of any action taken by the Board in accordance with the terms of this Article or in reliance upon the authorization mentioned herein.
6. Any employee hired after April 1, 1985 who does not submit a dues checkoff authorization card to the Board within sixty (60) days following employment with the Board and any employee who had a dues checkoff authorization in effect on March 31, 1985 and subsequently withdraws that authorization, shall, as a condition of employment, pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Agreement, that fair share fee being equal to the regular dues of the Union, provided that, pursuant to O.R.C. Section 4117.09, nonmembers may obtain a rebate of that portion of the fair share fee representing expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining. This Section shall not be construed to prohibit an employee from joining the Union or submitting a dues checkoff authorization during the first sixty (60) days of employment.

## **ARTICLE VII**

### **MANAGEMENT RIGHTS**

The Board and the Superintendent hereby retain and reserve unto themselves, without limitation, all management and administrative powers, rights, authority, duties, and responsibilities conferred upon and vested by law and the Constitution of the State of Ohio and of the United States, including, without limitation, the right:

1. To hire all employees, to determine reasonable qualifications, to establish reasonable conditions of employment, and to discipline and discharge for just cause.
2. To establish programs, activities and services for individuals, all as deemed necessary or advisable by the Board.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract, Ohio State Board of Education, The Department of Developmental Disabilities, and the Constitution and laws of the United States.

## **ARTICLE VIII**

## **RULES AND DISCIPLINE**

1. The Board and Superintendent retain the right to establish and enforce reasonable rules and regulations governing the conduct of its employees. Such rules and regulations shall not be in conflict with the express terms of this Agreement.
2. An employee disciplined or discharged shall have the right to invoke the grievance procedure.
3. The parties agree that all discipline shall be for just cause.
4. An employee shall receive a copy of any reprimand or notice which can be used in any disciplinary procedure placed in his/her personnel file and with the consent of the employee, the Union shall be notified of such action. The employee involved shall have the right to invoke the grievance procedure. The employee will sign the reprimand or notice to acknowledge receipt prior to the placement of the reprimand or notice in the personnel file.
5. Employees shall have the right to respond in writing to any item placed in their personnel file.
6. Prior to any pre-disciplinary hearing, the employee will be informed of all charges.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

1. Purpose:
  - a. The purpose of this procedure is to secure resolution of a grievance at the lowest possible administrative level.
  - b. Nothing herein shall abridge the right of an employee having a complaint or problem to discuss the matter with any member of the administration.
  - c. The purpose of this Article is to provide opportunity for discussion of any grievance and to establish procedure for the processing and settlement of grievances. A "grievance," as used in this Agreement, is limited to complaint of an employee or employees, or the Union collectively, alleging that there has been a misinterpretation or misapplication or violation of any provision of this Agreement.
  - d. The "grievant" means the employee(s) initiating a grievance. Where more than one person is a grievant, each shall sign the grievance. If no employee elects to pursue an alleged grievance, the Union may do so in its own name but no such grievance shall proceed to arbitration and such grievance shall be initiated at Level Two.
  - e. As used in the time limits of the grievance procedure, "days" means actual working days.

2. Procedure:

- a. Proceedings shall be as informal and confidential as possible.
- b. The number of days indicated at each step in the procedure shall be the maximum, unless extended by mutual agreement in writing.
- c. If a decision is not appealed within the time limits specified at any step of the procedure, or as extended, the grievance shall be deemed settled on the basis of the disposition at that step.
- d. If an answer is not given to the grievant and/or the Union within the time limits, the grievance shall automatically advance to the next step.
- e. All sessions shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- f. Any grievance concerning action or inaction by the Superintendent shall be initiated at Level Two within thirty (30) days of the occurrence or event on which it is based.

3. Informal Step:

An employee believing he/she has cause for a grievance shall first discuss the matter with his immediate supervisor accompanied by the two members of the Bargaining Committee if he so desires. This discussion shall be held within two (2) weeks (ten (10) days) of the occurrence or event on which it is based to attempt to resolve the matter informally. Resolution of the matter shall occur within five (5) days of the informal discussion. If dissatisfied, shall proceed to Level One of the Formal Procedure.

4. Formal Steps:

a. Level One

1. If the aggrieved or the Union is not satisfied with the disposition of the grievance through the Informal Procedure, a grievance shall be filed in writing, within ten (10) days of the disposition at the Informal Step stating the grievance and the resolution expected with the immediate supervisor.
2. The immediate supervisor shall:
  - a. Meet with the grievant and up to two members of the Bargaining Committee within five (5) days of receipt of the written grievance.
  - b. Within five (5) days from the meeting date referred to in 2.a. above, submit a written response to the Bargaining Committee Chairman.

b. Level Two

1. If the grievance is not resolved at Level One within ten (10) days of the Level One decision, the grievance may be appealed in writing to the Superintendent or his/her designee.
2. The Superintendent or his/her designee shall:
  - a. Meet with the Bargaining Committee within five (5) days of receipt of the grievance;
  - b. Within seven (7) days after the meeting referred to in 2.a., submit a written response to the Chairman of the Bargaining Committee.
- c. Level Three
  1. If the grievant is not satisfied with the Level Two answer, the grievance may be appealed to the Superintendent and UAW International Representative who shall meet within ten (10) days of the Level Two answer. Either party may be accompanied at the Level Three meeting by representatives of his choosing. Within seven (7) days of Level Three meeting, the Superintendent shall submit a written response to the International Representative and Chairman of the Bargaining Committee.
- d. Level Four - Mediation (Optional)
  1. If, after receiving the answer at Level Three the employee remains aggrieved, the employee and/or the Union may, in writing, request that the matter be submitted to mediation with the Federal Mediation and Conciliation Service. This request shall be made within fifteen (15) working days from the receipt of the answer given at Level Three. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the mediator, but not later than thirty (30) days from the filing of the request for mediation. If the mediation process is not successful, or is not initiated, and the employee remains aggrieved, the employee may proceed to arbitration.
5. Rights of Employees:

An employee filing a grievance shall do so without coercion, interference, restraint, reprisal, or discrimination by the Board, Administration, or Union.
6. Miscellaneous:
  - a. Forms for filing and processing grievances shall be designated by the Superintendent or his/her designee and the Union, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
  - b. Copies of all documents, communications, records, or recordings with a grievance shall be furnished to all parties as the grievance proceeds.

- c. The grievance shall be signed by the grievant. In the event no employee chooses to sign an alleged grievance and the Union elects to pursue it through Level Three of this procedure and if the grievance is not resolved at Level Three, the event or occurrence which gave rise to the grievance may not be used by either party as evidence of the proper interpretation, meaning, or application of any provision of this Agreement.

7. Arbitration:

If the grievance is not resolved in Level III, the grievance may, within five (5) days of receipt of the Board's decision, be appealed to arbitration. The parties will attempt to select a mutually acceptable arbitrator, but if the parties cannot agree within five (5) working days of receipt of the request for arbitration, either party may petition the FMCS for a list of seven (7) arbitrators. The arbitrator shall be selected by the alternate strike method. A second list of seven (7) names may be requested by either party. A toss of the coin shall determine who strikes first.

The arbitration proceedings shall be governed by the rules and regulations of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall have no authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at his decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the issues submitted for arbitration and shall have no authority to decide any other issues or to submit observations or declarations, opinions of which are not directly essential in reaching the decision.

The arbitrator is specifically prohibited from making any decision which is inconsistent with the terms of this Agreement or contrary to law. A grievant is not permitted to pursue through the grievance procedure and to arbitrate a grievance which has been appealed to civil service.

The arbitrator's fee and expenses shall be shared equally by the parties.

## **ARTICLE X**

### **WORKWEEK AND OVERTIME**

1. Employees shall be paid one and one-half (1 ½) their regular hourly rate for all hours worked in excess of forty (40) per week.
2. Except for bus drivers, employees working three (3) or more hours up to six (6) hours shall receive a fifteen (15) minute break. Employees working six (6) or more hours shall receive a one-half (½) hour lunch and two (2) fifteen (15) minute breaks.
3. Call-in time shall be defined as when an employee is called to work following the completion of, or prior to, the employee's normal work shift. An employee who is called in shall be paid a minimum of two (2) hours' pay, calculated at his/her hourly rate unless the call-in exceeds a forty (40) hour week, in which case pay will be calculated at one and

one-half (1 ½) times the normal hourly rate.

When call-ins are necessary, a rotation list for each classification and for each building/department as applicable, shall be used. The list will be in seniority order and when a call-in is necessary it will be offered to the employee at the top of the list. Once a call-in has been offered, the individual whose name is at the top of the list will move to the bottom of the list. If no one accepts the call-in, employees in the other buildings in the same classification shall be asked in accordance with that building's rotation list.

When a regular employee in the Custodial/Maintenance or Mechanic classification calls off, the employee from the other shift in the classification, by seniority shall be offered the opportunity to work the entire shift rather than their regular shift prior to offering the opening to a substitute.

4. Overtime will be scheduled/approved by the supervisor as necessary.
5. Employees will not be assigned duties associated with a job classification other than their own, except in clearly reasonable situations.

## **ARTICLE XI**

### **VACANCIES**

1. The Superintendent will post a list of vacancies, new positions, and/or promotions by:
  - a. Including said list in all employees' pay envelopes during the summer.
  - b. Sending said list to the Union representative.
  - c. Posting said list in the central office and building offices.
  - d. Such postings shall be for a period of ten (10) working days at each site.
2. Promotions will be made in accordance with civil service procedures. However, the parties agree that when all other factors are equal, promotions will be made based on seniority within a classification.
3. Vacancies, new positions, and available job assignments will be filled in the following manner:
  - a. Applicants for vacancies, new positions, and available job assignments may submit bids during a ten (10) day period after the job is posted.
  - b. The most senior qualified applicant will receive the vacancy unless the Superintendent can substantiate that another applicant is clearly and substantially more qualified for the vacancy. Experience gained by working as a substitute in a particular job will not be used to determine the most qualified applicant for the job.
  - c. For available job assignments within the classification, the senior employee

expressing a desire for the assignment shall receive the assignment unless such assignment is not in the best interest of the program.

4. Whenever a position becomes a permanent vacancy, a substitute may fill that vacancy, but the open position must be posted within ten (10) working days. The position will be filled as soon as possible but not later than thirty (30) working days after the posting period unless extended in writing by mutual agreement. All vacancies which become available shall be filled in accordance with this Article.
5. If a permanent vacancy occurs in a bus driver position, the open bus route(s) will be rebid by seniority.
6. If an employee bids to a different classification, the employee will be placed on the new salary schedule at the lowest step which constitutes an increase in pay.

## **ARTICLE XII**

### **WORKING CONDITIONS**

1. Extra runs will be offered on a rotating seniority basis in accordance with current practice.
2. Nonbargaining unit employees will not perform bargaining unit work, except in an emergency.
3. With each pay, members will receive appropriate documentation for any adjustments to their regular pay.
4. Whenever possible, time shall be allowed for second shift employees' attendance at regularly scheduled or special UAW Union meetings.
5. Each employee in the bargaining unit shall be notified of his classification with the annual salary notice.
6. Except as otherwise agreed, no substitute shall perform bargaining unit work if a regular employee is available to work. A regular employee is not "available" if the assignment would require the payment of overtime pay.
7. When a bus driver turns in a work sheet for bus repairs, he/she should receive a copy back when the work is completed.
8. Employees shall continue to accrue seniority while on any approved leave of absence.
9. Bus Drivers will bid immediately following the Bus Assistants. Senior employees shall receive the route desired. The Superintendent reserves the right to reassign bus drivers in the best interest of the program, subject to the grievance procedure. Drivers will subsequently have estimated pick-up/drop-off times turned in no later than 14 days after bidding.
10. Jury Duty. Each full-time or part-time employee required to serve jury duty may elect to receive either his/her daily pay from the Board or the per diem rate as a juror. Receipt of



payment from both sources is not permitted.

11. Monthly Meetings. Once per month the Union may establish an agenda of employee complaints which will be presented by the Bargaining Committee to the Superintendent and appropriate supervisor for discussion at a mutually agreeable time.
12. Personnel Files. The personnel file of each employee shall contain a list of all documents contained in the file. As items are added to the file, they will be added to the list in chronological order. An updated copy of the list is available upon request.
13. On overnight trips to Columbus, the drivers will be paid their regular rate for eight (8) hours for the trip to Columbus and eight (8) hours for the return trip. If there are layover days involved, the drivers will be paid six (6) hours at their regular rate for each layover day.

On overnight trips involving less driving miles than to Columbus, the drivers will be paid six (6) hours at their regular rate for the trip to and six (6) hours at their regular rate for the return trip, plus six (6) hours at the driver's regular rate for layover days.

Overtime hours will be paid in accordance with Article X.1.

The above payments are in addition to the driver's regular pay for the day in question.

14. On trips when the drivers return in the same day, drivers shall be paid for the time of the trip, including any necessary pre-trip and fueling.
15. The Board will supply necessary tools for use by employees in the performance of their job duties.
16. The Board will reimburse bus drivers and mechanics the cost of renewing their commercial drivers license upon proof of license.
17. The Board will provide for employees through a provider designated by the Board, Hepatitis B vaccinations, including follow-up tests if medically indicated, and all necessary blood tests. An annual mantoux tuberculosis test shall also be provided. All expenses shall be directly billed to the Board.
18. The Board will pay for an annual physical if done by a Board-contracted physician. The Board agrees to reimburse bus drivers and mechanics up to an amount equal to the amount the Board pays for bus driver physicals done by the Board contracted physician. Employees shall give the Board a copy of the bill and receive payment within thirty (30) days.
19. The Board will reimburse bus drivers and mechanics the cost of recertification classes. All members who are required to have background checks will be reimbursed.
20. Program year will run on a calendar year (January – December) beginning 01/01/2019.

### **ARTICLE XIII**

## DRUG-FREE WORKPLACE

The Union and Board oppose the illegal use of drugs by any employee and oppose the use of illegal drugs or alcohol which presents a significant risk to safe and effective performance of job responsibilities. The parties agree that it is in the best interest of the Board, Union and all individuals served that the Program is a drug and alcohol-free workplace. The Union and Board wholeheartedly support reasonable efforts by each other to obtain and maintain this result.

1. The Union further recognizes the right and duty of the Board to make, publish, and enforce rules and policies to assure this result.
2. The term “drug” includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code which also includes over-the-counter medications. The term “illegal drug usage” or “illegal drug abuse” includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of alcohol or a legally prescribed drug used in a manner inconsistent with its medically prescribed intended use. Abuse also includes the intentional misuse of any over-the-counter drug in cases where such misuse impairs job performance.
3. The Drug Program Coordinator shall provide, or arrange to have provided, information and training programs concerning the impact of alcohol and other drug abuse on job performance, as well as information concerning the employee assistance program and any other resources available for employee assistance in dealing with a substance abuse problem.
4. All employees shall be furnished a copy of the Board’s Drug-Free Workplace policy and shall sign and acknowledge that they have read and understand the policy and work rules pertaining to it. This acknowledgement shall be kept in the employees personnel file.

All new employees shall be furnished a copy of such document and such procedures at the time of their orientation, but no later than thirty (30) calendar days from the first day of their employment.

5. Where there is reasonable suspicion to believe that an employee, when appearing for duty or on the job, is under the influence of, or his/her job performance is impaired by, alcohol or other drugs, the employee may be required to submit a urine specimen for testing for the presence of drugs or a breath/blood sample for testing for the presence of alcohol. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol and/or other drugs. Such reasonable suspicion may be based upon, but not limited to any of the following:
  - (a) Observable phenomena, such as direct observation of drug use and/or the physical systems or manifestations of being under the influence of a drug;
  - (b) Abnormal conduct or erratic behavior while at work, and/or a pattern of absenteeism, tardiness, or deterioration in work performance;
  - (c) Evidence that an individual has tampered with a drug test during his/her

employment with the current employer;

- (d) Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of alcohol and/or other drugs while working, or while on the employer's premises or operating the employer's vehicle, machinery, or equipment;
  - (e) The occurrence of a significant incident involving an employee's on the job actions which has resulted in:
    - (i) The personal injury of any person, including the employee, in which medical treatment has been sought away from the scene, or
    - (ii) In which expensive property damage has occurred where a vehicle or equipment has been towed away from the scene or is rendered inoperable.
6. Reasonable suspicion must be documented in writing by the observing Supervisor and forwarded to and maintained by the Superintendent pending results.
7. The employee will be transported to an offsite collection facility and shall be asked to provide a urine sample and/or submit to a breath test for alcohol in accordance with criteria delineated in this policy. The employee will have the option to have a Union representative with them during this process.
8. Provided the Board had reasonable cause to believe that the employee to be tested is abusing illegal drugs or alcohol, an employee refusing to submit to testing may be subject to discipline.
9. Testing shall be conducted at a laboratory that meets the certification criteria of the National Institute on Drug Abuse to perform testing for drugs and alcohol.
10. Testing Positive
- A. In the case of a "positive" test result, the employee will be so advised by the appropriate representative of the laboratory conducting the test, on a confidential basis, prior to the reporting of the results to the employer, and the employee will have the right to discuss and explain the results, including the right to advise the laboratory representative of any medication prescribed by his/her own physician, which may have affected the results of the test.
  - B. An employee testing "positive" will have the right to ask for a retest of the original specimen within two (2) program days of receiving the initial test result. Such requests shall be in writing, signed, dated and shall be presented to the Drug Program Coordinator. The laboratory performing such a retest shall be certified by the National Institute on Drug Abuse and chosen by the employee. An updated list of additional certified testing facilities will be provided to the employee upon receipt of a positive test result.
  - C. Any such retest shall be at the expense of the employee.
  - D. In the event the employee's independent retest is negative, the employee will notify

- the Board and will be reimbursed the cost of the retest and credited any earned leave used.
- E. An employee request for a retest shall not delay the imposition of appropriate action of the Board or referral to an alcohol and/or drug abuse assistance program.
  - F. ALL test results pertaining to a given alcohol or drug test shall be maintained in the employee's confidential medical file.
  - G. In the event of a positive test result, the employee may be subject to disciplinary action.
- 11. The Board shall encourage and refer the employee to participate in drug and/or alcohol counseling, employee assistance, rehabilitation, and other drug and alcohol abuse treatment programs. Employees who have tested "positive" under these procedures will be encouraged to accept a referral to such a Program.
  - 12. Grievance Procedure – Any discipline or adverse action imposed by the employer as a result of this drug and alcohol program, including the results of chemical testing, will be subject to the grievance and arbitration procedures as provided in the collective bargaining agreement.
  - 13. Subject to the provisions of Board policy, employee confidentiality shall be maintained.
  - 14. This Section shall be construed and applied so as to be consistent with the Americans with Disabilities Act.

## **ARTICLE XIV**

### **SENIORITY**

- 1. For the purpose of this Agreement, seniority shall be defined as the length of an employee's continuous service with the Board; provided, however, that newly hired employees shall accrue no seniority and shall not be covered by any provision of this Agreement until the completion of a one hundred twenty (120) calendar day probationary period. Upon completion of one hundred twenty (120) days, the probationary employee will achieve bargaining unit status with continuous service measured from the employee's first day of work.
  - a. Employees who begin work with the Board on the same day shall be ranked in alphabetical order of their last name.
  - b. A seniority list shall be maintained by the Board indicating the full-time hire date of each employee within the unit. The Board shall prepare a seniority list thirty (30) days after the signing of this Agreement. Each employee shall verify his or her seniority date within sixty (60) days. If no protest is made by an employee, his or her seniority date shall be deemed correct. If an employee deems that his seniority is incorrect, the dispute will be subject to the grievance procedure. Additional seniority lists shall be available to the Chairman upon request.

**ARTICLE XV**

**NEOEA DAY**

On NEOEA Day, bus drivers and mechanics will attend the required safety training to maintain their CDL's. Other employees will be permitted to

- a) attend Board approved training sessions or programs,
- b) perform their work duties, or
- c) taken an approved leave.

**ARTICLE XVI**

**CALL-IN PROCEDURE**

All employees should call their department number at least 2 hours before the start of their scheduled work time. All employees are required to call their designated call number **ANYTIME** they are calling off (morning, afternoon, evening, etc.)

You will be asked to record your name, the date and time of the call-off, your scheduled work location and whether or not you need a substitute employee in your position.

**ARTICLE XVII**

**VACATIONS**

1. Every full-time 260 day employee is entitled to receive vacation with pay. Vacation hours are accrued for each pay period worked, based upon an employee's regularly scheduled work hours and their years of service with the Board. The following chart shows the vacation accrual schedule for employees who are regularly scheduled to work eight (8) hours per day:

<u>YEARS OF SERVICE</u>	<u>RATE OF ACCRUAL</u>	<u>HOURS PER YEAR</u>
Less than 8	3.077 hrs/pay period	80 hours/year
8 to 14.99	4.616 hrs/pay period	120 hours/year
15 to 24.99	6.154 hrs/pay period	160 hours/year
25+	7.693 hrs/pay period	200 hours/year

Vacation accrual for 260 day employees whose usual scheduled working hours are less than eight (8) hours per day shall receive vacation accrual hours each pay period on a pro-rated basis. For example, an employee who is usually scheduled to work four hours per day, or twenty hours per week, would accrue 1.54 hours of vacation each pay period, or forty (40) hours after one (1) year.

2. Only years of full-time service in a twelve-month position as defined herein shall be counted in the calculation of vacation benefits. An employee who moves from a nine-month to a twelve-month position shall receive pro rata credit for service as a nine-month employee (e.g. four (4) years service as a nine-month employee equals three (3) years of service as a twelve-month employee).

3. Twelve (12) month employees may submit written requests designating the period they wish to take their vacation. Reasonable employee requests for vacation scheduling shall be granted. Requests for vacation shall be submitted to the appropriate administrator as far in advance as possible, but not less than three (3) workdays prior to the start of vacation, except in emergency situations. Lack of substitutes shall not be reason for denial of vacation provided five (5) workdays prior notice is given.
4. A twelve (12) month employee is entitled to compensation at his/her current rate of pay in a lump sum for any earned but unused vacation leave to his/her credit at time of separation, provided the employee has completed his/her first full year of employment with the Board.
5. Any holiday, as defined in Article XXII, that falls within an employee's vacation will be counted as a holiday rather than a vacation day.
6. Vacation may be used as it is accrued, except an employee with less than six (6) months service with the Board may not use accrued vacation until after the employee has achieved six (6) months of service. All vacation leave accrued during an anniversary year should be taken prior to the next recurrence of the employee's anniversary date. Employees at no time may accumulate more vacation than could be earned in the prior three (3) years. Credit in excess of the maximum will be eliminated from the employee's vacation balance. Nothing herein shall be construed to deprive any employee of credit for service previously granted.
7. Twice per year between January 1<sup>st</sup> and June 30<sup>th</sup>, employees with an accumulated vacation balance of two (2) or more years, may request to "cash in" a portion of their balance. The amount requested to be cashed in must be in weekly increments.

The employee must have a two (2) week vacation balance remaining after the request.

The request must be made in writing to the Superintendent between January 1<sup>st</sup> and June 30<sup>th</sup> of each calendar year.

Payments will be processed as part of the employee's regular payroll and be subject to the employee's withholdings and taxes. The cashed in vacation time will be subtracted from the employee's accumulated vacation balance.

8. In the event of the death of an employee, after completing one (1) year of service, his/her earned but unused vacation leave shall be paid to date of death, in accordance with Section 2133.04 of the Revised Code or paid to his/her estate.
9. Employees will be notified of their accrued vacation leave on their paystub.
10. Vacation may be taken in one half (½) day increments, except that vacation may be taken in one quarter (1/4) hour increments in emergencies or when no substitute is required.

## ARTICLE XVIII

### SICK LEAVE

1. Each employee shall accrue sick leave without limitation at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service and may use same in accordance with Ohio Revised Code Section 124.38 and Ohio Administrative Code Section 123, inclusive, as such statute and regulations may be subsequently amended. (<http://codes.ohio.gov/oac/>)
2. Sick leave shall be granted to an employee only upon approval of the Superintendent or his/her designee for absence due to:
  - a. Personal illness.
  - b. Pregnancy.
  - c. Injury.
  - d. Exposure to contagious disease which could be communicated to other employees.
  - e. Illness, injury, or death in the employee's immediate family.
3. An employee shall provide a physician's statement as proof of fitness to return to work without restrictions when an absence continues for three days or more. The appointing authority maintains the right to investigate an employee's absence.
4. Employees will be notified of their accrued sick leave on their paystub.
5. Employees may use this leave in one-quarter (1/4) hour increments.
6. For absence of the employee due to illness or injury of someone in the employee's immediate family, immediate family being defined as father, mother, brother, sister, son, daughter, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, daughter-in-law, son-in-law, legal guardian, foster parents or stepparents or grandparents-in-law of said employee, and any member of the household who has stood in the same family relationship as any of these.
7. Death in the immediate family is defined to mean the death of the spouse, son, daughter, father, mother, sister, brother, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, ex-spouse, daughter-in-law, son-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, legal guardian, foster parents or stepparents or grandparents-in-law of said employee, and any member of the household who has stood in the same family relationship as any of these.
8. Serious Illness Leave Bank

Any employee who exhausts sick leave due to a serious illness or accident to the

employee or family member residing with the employee or in special circumstances shall be permitted to request the donation of sick leave hours from other employees of the Board.

Each employee may donate up to one hundred (100) sick leave hours to each fellow employee who has exhausted accumulated sick leave. The employee donating the hours must have Ten (10) working days left after the donation is made.

Employees who are retiring from their position with the Board may also donate up to one hundred (100) sick leave hours to each fellow employee; however, the requirement to maintain a minimum of Ten (10) working days will be waived.

To be eligible for such donation:

- a. The serious illness/injury is expected to be of a prolonged duration (greater than one week) or occur in segments over a potentially prolonged period (i.e., treatments, therapy, out-of-town treatment, etc.).
- b. Employees seeking to use donated leave must have no sick leave of their own remaining due to the fact that they are requesting the leave of others. However, vacation (one week's accumulation only) and personal leave may be kept for emergencies of other sort.

Application shall be made to the Board office on the standard leave form indicating that it is for application of the serious illness/injury provisions with documentation from a doctor regarding the number of hours/days needed.

The Board office shall inform employees of the Board of the name of the individual requesting serious illness leave. Employees of the Board will have thirty (30) days in which to notify the Board of the number of hours they wish to donate.

Once an employee is awarded serious illness/accident leave and subsequently returns to work, he/she shall be automatically granted additional use of serious illness/accident leave if the serious illness/injury reoccurs, a personal illness occurs and the employee has accrued less than five (5) days of sick leave. In such instances, the employee shall use accrued sick leave first and then granted donated days.

Employees of the Board making donations will be given written indication of the number of hours used for this purpose as they are used. Every attempt will be made to use approximately one day's equivalent of the recipient from each donor prior to utilizing additional donated leave up to the amount donated. Example: "Individual A" donates 100 hours. An amount equal to one day (or a nearly equal amount will be used from "Individuals A, B, C," etc., before going back to "Individual A" for more of the original donation). In this way, the coverage is spread over maximum donors with minimum effect on each. If a long absence is expected, multiple days may be used for simplification of paperwork, but generally no more than 2-3 days at a time from each donor before moving to the next.

Payroll clerk will provide information to donors as sick leave is taken from their accumulation. Sick leave will not be transferred until needed. If the donor has a subsequent emergency and cannot provide the initial donation, the payroll clerk should be notified immediately.



## **ARTICLE XIX**

### **PERSONAL LEAVE**

1. Personal days will run on a calendar year (January – December) beginning 01/01/2019. Any balance at the end of 2018 converts to sick time and new days given 01/01/2019.
2. There shall be a maximum of four (4) approved days of absence with pay per year for each twelve (12) month employee to transact personal business. For employees hired after April 1 personal leave will be pro-rated as follows: twelve (12) month employees will get three (3) days if hired after, April 1 two (2) days if hired after July 1 and one (1) day if hired after October 1;
3. Requests for personal leave shall be submitted to the Superintendent or designee through the immediate supervisor on the prescribed form at least forty-eight (48) hours before the leave is to be taken whenever possible. Prior to the personal day, the administration will return the form marked either approved or disapproved.
4. Personal leave is not cumulative.
5. At the completion of each program year, unused personal leave days will be converted to sick leave days.
6. Personal leave may be taken in one-half ( $\frac{1}{2}$ ) day increments, except that personal leave may be taken in one-quarter ( $\frac{1}{4}$ ) hour increments in emergencies or when no substitute is required.

## **ARTICLE XX**

### **PROFESSIONAL LEAVE**

1. Each employee shall be permitted three (3) days per year for conferences, meetings, mechanical schools, driving schools, computer updates, or any other reasons approved by the Superintendent. The Superintendent has the authority to either approve or deny the request and will do so in writing within a reasonable time of the receipt of the request.
2. Requests for such leave must be submitted at least two (2) weeks prior to the leave. The Superintendent may waive this requirement. The request shall specify the class, program, or meeting to be attended and the benefit to be obtained by the employee's attendance.

## **ARTICLE XXI**

### **FAMILY MEDICAL LEAVE (FMLA)**

1. An eligible employee may request FMLA and shall be entitled to up to twelve (12) weeks leave in any twelve (12) month period:
  - a. Because of the birth of a son or daughter, and in order to care for the newborn child;

- b. Because of the placement with the employee of a son/grandson or daughter/granddaughter for adoption or foster care;
- c. In order to care for the employee's spouse, son/grandson, daughter/granddaughter and/or parent who has a serious health condition; or
- d. Because of a serious health condition that makes the employee unable to perform the function of the employee's position.

An "eligible" employee is one who has been employed by the Board for at least twelve (12) months and has been employed for at least one thousand two hundred fifty (1250) hours of service during the twelve (12) month period immediately preceding the commencement of FMLA leave.

For purposes of calculating the amount of FMLA leave available to an employee, a rolling twelve (12) month period shall be used, measured backward from the first date the employee uses any FMLA leave.

- 2. A "Serious Health Condition" is any medical condition which requires inpatient care or which requires continuing medical treatment of a person who is unable to perform his/her normal daily activities for more than five (5) days. Serious Health Conditions include the treatment of conditions which, if left untreated, would likely result in a person being unable to perform his/her daily activities for more than five (5) days and also includes prenatal care.
- 3. If FMLA leave is foreseeable, the employee shall give the Board thirty (30) days notice of the need to take the FMLA leave. The employee should make reasonable efforts to schedule medical treatments so as to not unduly disrupt the Board's operation. If advance notice is impossible, the employee shall give the Board as much notice as is practicable.
- 4. If an eligible employee is off sick for more than five (5) consecutive days and the Board has determined that the employee meets the criteria for FMLA, FMLA notification of the commencement of FMLA leave will be sent to the employee.
- 5. Paid Leave while on FMLA
  - a. FMLA runs concurrent with any earned, accrued or donated sick leave.
  - b. Vacation or personal time shall not be counted toward the employee's 12-week allotment of FMLA leave.
- 6. Intermittent Leave
  - a. If medically necessary, employees may use their FMLA leave on an intermittent basis, by taking leaves of less than a day or working a reduced work week.
  - b. An employee may have the right to request a temporary transfer to a position with equivalent pay and benefits if the new position better accommodates the employee's FMLA leave schedule.

- c. Only the actual time which an employee misses due to FMLA leave will be applied to the employee's twelve (12) week limit.
7. Health Insurance

While on FMLA leave, the Board will continue to maintain the employee on the Board's health insurance plan and continue to pay its share of the employee's health insurance premiums.
  8. When an employee returns from FMLA leave, the employee shall be restored to his/her prior position or an equivalent position which has equivalent benefits, pay and other terms and conditions of employment. However, an employee returning from FMLA leave will have no greater right to a position than if he/she had not taken the leave.
  9. Certification
    - a. When the leave is foreseeable and at least thirty (30) days notice has been provided, an employee shall present written certification of the need to take FMLA leave before the leave begins. In the event the need for FMLA leave is unforeseeable, the employee shall have fifteen (15) days after the employee's request for FMLA leave to present the written certification.
    - b. The Board can, at its expense, require the employee to get a second opinion by a physician of its choice. If the two opinions differ, then the Board can require a third opinion, at its expense, from a health care provider mutually agreed upon by the Board and the employee. The third opinion shall be final and binding.
    - c. The Board can require the employee to supply re-certification to support continuing FMLA leave every thirty (30) days.
    - d. Prior to returning to work after taking FMLA leave, the employee shall present certification from a health care provider that the employee is fit to return to work.
  10. Except to the extent that specific provisions contained in this Section expressly provide to the contrary, the parties agree that the Board and employees shall comply with all provisions of the Family and Medical Leave Act (FMLA) and all applicable Federal regulations interpreting FMLA.

## **ARTICLE XXII**

### **GENERAL LEAVES OF ABSENCE**

Each employee will be granted a leave of absence without pay for such disability, maternity, personal, or educational reasons in accordance with O.R.C. Section 124.38 and The Ohio Administrative Code promulgated thereunder. An employee will receive a copy of the pertinent administrative code upon request. This paragraph shall not preclude use of leave available under the federal Family and Medical Leave Act.

## **ARTICLE XXIII**

### **MILITARY LEAVE**

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States shall receive a leave of absence without loss of pay for such time as they are in military service on field training or active duty for periods not to exceed thirty-one (31) days in any one (1) calendar year in accordance with O.R.C Section 5923.05 and The Administrative Rules and Personnel Procedures of the Director of Administrative Service.

## **ARTICLE XXIV**

### **PHYSICAL INJURY LEAVE**

1. Any employee who is unable to report to work because of a physical injury caused by a confrontation with an individual served by the Board which occurs during the course and scope of employment before, during, or after regular work hours shall, upon signing a wage reimbursement agreement, be maintained on sick leave to include full payroll status for a period certified by a Board-approved physician not to exceed twelve (12) weeks, including benefits (not to be charged against personal or sick leave). All other injuries including, but not limited to, injuries incurred while lifting individuals, positioning, etc., fall under the standard Workers' Compensation provisions.
2. Workers' compensation must be applied for with the intent to certify an occupational injury.
3. This extended leave is not cumulative.
4. An employee has the right to obtain immediate medical attention from a certified physician if he/she desires without being charged sick leave or personal leave.
5. All Physical Injury Leave must run concurrent with any Transitional Work Program (TWP).

## **ARTICLE XXV**

### **WORKERS COMPENSATION**

If an employee is unable to perform his/her normal job related duties due to a work related injury that is reported to the Board pursuant to Board procedure, the employee will continue to receive his/her health care benefits for three (3) months from the date of the injury, at the same level of premiums paid by the Board. In such case, the employee will not be placed on FMLA leave by the Board for the aforementioned three (3) month period.

If any employee uses sick leave or returns to work on the Transitional Work Program during the three (3) month period, the employee is not entitled to extend the three (3) month period of Board paid health care benefits.

At the end of the three (3) month period following the work accident, an employee who is

eligible for FMLA leave (i.e. the continuation of the serious illness/injury of the employee) is entitled to up to twelve (12) weeks of FMLA leave. The employee must provide to the Board the required notice and comply with all of the requirements for FMLA leave.

## ARTICLE XXVI

### LAYOFF AND RECALL

1. A layoff shall only result from a lack of work, lack of funds, or job abolishment.
2. When the employer determines that a layoff or job abolishment is necessary, the employer shall furnish the Union written notice of the name(s), seniority, classification(s) and current assignment location of employee(s) holding positions scheduled to be vacated. The employer shall notify the least senior employee within that classification twenty (20) working days in advance of the effective date of layoff or job abolishment. Employees will be notified of the employer's decision to implement any layoff as soon as possible. The Union agrees to notify employer within fifteen (15) working days of layoff notice of the status of all employees within that classification.
3. The employer shall determine in which classification(s) and which program area(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority based on full-time hire date with the Board.
  - A. If one (1) or more employee(s) in the affected classification(s) desires to be placed on voluntary layoff regardless of their agency seniority status, layoff shall be granted under the following conditions:
    - (i) The volunteer with the most agency seniority shall be laid off first.
    - (ii) Employee(s) who are placed on voluntary layoff may not displace employees in any other classification.
    - (iii) Employee(s) who are placed on voluntary layoff may only be recalled to vacancies which occur in the classification from which they were laid off.
    - (iv) If an employee volunteers to accept the layoff status, he/she will be entitled to benefits, providing Job and Family Services criteria are met.
4. Employees who are laid off shall be placed on a recall list for a period of five (5) years. An employee will no longer be considered as being "on the recall list" if
  - a) the employee does not accept a recall as provided in paragraph 6 below,
  - b) the employee fails to provide the employer with a current mailing address or phone number,
  - c) the employee informs the employer in writing of his or her desire to be removed from the recall list, or

d) the employee is receiving PERS Disability benefits or is deceased.

Employees who are still on the recall list shall be recalled in the inverse order of their layoff. No new employees will be hired by the employer into a classification(s) affected by a layoff while there are employees on the recall list for that classification(s). An employee who is on a recall list shall be given first consideration for vacancies that occur, provided they are qualified to perform the work. It is the obligation of the laid-off employee to notify the Board if there is a change of address or phone number if they want to maintain recall status.

5. Notice of recall from a layoff shall be sent to the employee by restricted return receipt mail. The Union Chairperson will be provided with a copy of the notice of recall. The employer shall be deemed to have fulfilled its obligations by mailing the recall notice by restricted mail, return receipt requested, to the last mailing address provided by the employee.
6. In the case of a recall, the recalled employee shall have ten (10) working days following the receipt or attempted delivery of the recall notice to notify the employer of his/her intention to return to work and shall have fifteen (15) working days from the receipt or attempted delivery, of the recall notice in which to report for duty, unless a different date for returning to work is agreed upon.
7. Attrition – To the greatest extent practicable and consistent with the operational needs of the Board, if a reduction is necessary, the employer shall attempt to minimize the impact on bargaining unit members by not filling vacancies created by employees in bargaining unit positions who have died, resigned, have been granted leaves of absence, retire, or who otherwise have left the employ of the Board, rather than by layoffs.
8. Employees who are placed on layoff shall receive payment for earned but unused vacation leave.

## **ARTICLE XXVII**

### **UNUSED SICK LEAVE**

At the time of retirement, an employee may elect to be paid in cash for one-fourth (1/4) the value of his/her accrued but unused sick leave credit.

To be eligible for any payment for unused sick leave credit under this provision, employees hired on or after April 1, 1985 must have been employed for three (3) years in the Ashtabula County Board of Developmental Disabilities service.

## **ARTICLE XXVIII**

### **HOLIDAYS**

Holidays for (12) month employees shall be those days established by O.R.C. Section 124.19(A). Full time employees shall be entitled to holiday pay with respect to days for which

they would normally have been scheduled to work and to the extent they would have accrued earnings.

To be eligible to receive payment for a holiday, an employee must have accrued earnings on his or her preceding and next following scheduled work days before and after such holidays. Sick leave and/or vacation time is accrued earnings.

No employee will be required to work on any paid holiday unless the Superintendent determines that failure to work on that holiday would impair the workshop program.

Scheduled paid holidays shall include:

New Year's Day	Martin Luther King Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Thanksgiving Friday	Christmas Day
Winter Recess	

Thanksgiving Friday and winter recess were negotiated in lieu of President's Day, Columbus Day, and Veterans Day as part of prior negotiations.

Winter recess shall be a minimum of ten (10) paid days, of which four (4) are holidays under O.R.C. 124.19 (A) and six (6) days are paid shut down days. To be eligible to be paid for these six (6) additional shut down days, employees must be 260 day employees 30 days prior to the shut down day.

The Superintendent will have the sole determination as to any staff required to work during shutdown days. If so determined by the Superintendent, staff in the classifications of Maintenance Worker, Mechanic and Professional Assistant will be required to work on all such shutdown days, or on specific number of shutdown days. Staff working on those days by requirement of the Superintendent shall be paid for the shutdown day and be given the option of being paid the required hours worked on each day or receiving compensatory time at a later date equivalent to the hours worked.

## **ARTICLE XXIX**

### **WAGES**

1. Except for the Community employment route(s), all drivers hired prior to April 1, 1990 will be granted a six (6) hour daily minimum and drivers hired after April 1, 1990 will be granted a four (4) hour daily minimum. The Community Employment route(s) will be granted a thirty (30) hour weekly minimum, (Monday thru Friday). Any route exceeding the applicable minimum shall be granted the additional time. Any additional time is regular rate unless greater than forty (40) hours. Time accumulated shall be calculated as follows: seven (7) minutes or less – no time, and eight (8) minutes or more – fifteen (15) minutes for every quarter hour period.

2. Staff who complete DODD approved courses in “Introduction to Developmental Disabilities” and “Behavior Supports” or the advanced Professional Bus Driver Training Course sponsored by the Ohio Department of Education will receive a twenty cent (\$.20) per hour increase to their current hourly rate. This adjustment will be effective on either September 1<sup>st</sup> or February 1<sup>st</sup>, as indicated in Board Policy 4410A.
3. Staff who have completed twenty (20) semester hours of course work that is directly related to their job or the field of developmental disabilities, taken from an accredited college and pre-approved by the Superintendent, will receive a fifty (\$.50) cent per hour increase to their current hourly rate for each ten (10) semester hours completed, up to a maximum of 20 semester hours. Course work to be applied beyond the first ten (10) semester hours shall be taken on or after April 1, 2001.
4. For staff hired prior to April 1, 2010, an additional one thousand dollar (\$1,000.00) longevity payment will be paid for each four (4) years completed beyond the current maximum on all salary schedules.  
  
For employees hired on or after April 1, 2010, an additional one thousand (\$1000) longevity payment will be paid for each four (4) years completed, excluding the first year, in a lump sum payment on September 1<sup>st</sup>.
5. All employees hired prior to April 1, 2010, shall receive step raises, if applicable, effective September 1<sup>st</sup> of each year.
6. The Board will:
  - a. Effective November 1, 2018, increase all wage scales and steps 0.75%
  - b. Effective November 1, 2019, increase all wage scales and steps 0.5%

## **ARTICLE XXX**

### **BENEFITS**

#### 1. Wellness Committee

The parties agree to establish a joint Wellness Committee to review current coverage, educate members on the benefits they have, study and recommend ways to provide more cost effective health care, and recommend future directions for health care plans, including incentives, cost savings, alternative plans as options to employees. There will be no change in the present health insurance coverage without agreement of Union and Board.

#### 2. Section 125 Plan

The Board will arrange for the County to deduct premium payments as pre-tax dollars (Section 125 Plan).

#### 3. Vision/Dental Insurance

The Board will also continue the current dental and vision insurance coverage currently being provided to employees. For employees hired prior to April 1, 2008, the Board shall pay the entire premium cost for both family and single coverage for vision and dental. For employees hired



after April 1, 2008, the Board shall pay the entire premium cost for single coverage only for dental and vision insurance. Employees may opt for family vision and/or dental coverage but must pay the difference in premiums between single and family coverage.

Effective January 1, 2014, the Board will no longer pay for vision insurance. Employees may opt for vision coverage but must pay the full amount of the premiums.

#### 4. Life/AD&D Insurance

The Board will pay the premium cost of a Seventeen Thousand Five Hundred Dollars (\$17,500.00) term life insurance and accidental death and dismemberment insurance policy for all employees.

#### 5. Health Insurance – CBA Trust Health Plan

- a. Board will provide a qualified high deductible health plan (HDHP) for medical insurance utilizing the “CBA Trust Health Plan” for all bargaining unit members for the duration of this Agreement. This plan is a P.P.O. plan with major medical prescription coverage. (Attachment 1). Effective January 1, 2014, this plan will include 1) prescription co-pay after the deductible is met and 2) requirement to meet the full family deductible (\$5000) before family benefits are paid (Attachment 2).
- b. Effective January 1, 2014, the Board shall offer four (4) levels of coverage: Single, Employee + Children, Employee + Spouse, and Employee + Children + Spouse (Family).
- c. Effective January 1, 2019, If an employee’s spouse is eligible to obtain coverage either through his/her employer or through VA, Medicare or Medicaid, they are ineligible for Board health insurance. If an employee’s spouse is not eligible to obtain insurance they may stay on the Board’s insurance but the employee must pay 50% of the difference in premiums starting on July 1, 2019. Beginning January 1, 2020, the employee must pay 75% of the difference in premiums. Proof of ineligibility to obtain insurance must be submitted to the Board Office by November 24, 2018. New employees hired after November 1, 2018, will not be eligible for spousal insurance coverage.
- c. For employees hired after July 1, 2007, the Board will pay 1) ninety percent (90%) of the premium cost for single coverage, and the employee will pay ten percent (10%) of the premium cost, or 2) eighty-five percent (85%) of the premium cost for all other coverage levels (employee + children, employee + spouse, and family), and the employee will pay fifteen percent (15%) of the premium cost.

#### 6. Health Savings Account (HSA) – CBA Trust Health Plan

- a. All bargaining unit members enrolled in the qualified high deductible health plan, the “CBA Trust Health Plan,” and who meet the federal eligibility requirements shall have a Health Savings Account (HSA) established by the Board in the employee’s name.

- b. The HSA Plan will be effective the same date as the CBA Trust Health Plan, which is January 1, 2011. Contributions (both employer and employee) to accounts will run on a calendar year basis (the “HSA Plan Year”) beginning January 1, 2011. In no case can total HSA contributions exceed the annual limits established by federal law.
- c. Employees are the owners of their HSA and can use their money to pay for any qualified medical expense permitted under federal law. All bargaining unit members agree to comply with all federal regulations applicable to HSA Plans.
- d. The Board will select the financial institution to host the HSA Plan and pay for the set up of the accounts. All bargaining unit members agree to comply with all reasonable rules and regulations established by the Board and its third party administrator as related to the administration of the HSA Plan.
- e. The Board will fund annual contributions to employees’ accounts in order that the funds will be available for employees use on the following dates:

	Employee + Children	
	<u>Single Coverage</u>	<u>Coverage</u>
January 1, 2019:	\$2500.00	\$5000.00
January 1, 2020:	\$2500.00	\$5000.00

7. Health Reimbursement Account (HRA) – CBA Trust Health Plan

- a. All bargaining unit members enrolled in the qualified high deductible health plan, the “CBA Trust Health Plan,” and who do not meet the federal eligibility requirements to have a Health Savings Account (HSA) established by the Board will be reimbursed for their deductible thru a Health Reimbursement Account (HRA).
- b. The HRA Plan will be effective the same date as the CBA Trust Health Plan, which is January 1, 2019, and run on a calendar year basis (the “HRA Plan Year”).
- c. For each HRA Plan Year, eligible employees shall receive reimbursement for their unreimbursed deductible incurred during the HRA Plan Year, in an amount not to exceed:

	Employee + Children	
	<u>Single Coverage</u>	<u>Coverage</u>
January 1, 2019:	\$2500.00	\$5000.00
January 1, 2020:	\$2500.00	\$5000.00

- d. An eligible bargaining unit member must present documentation of his/her unreimbursed deductible incurred by the employee or their eligible family member. All bargaining unit members eligible to receive reimbursements under the HRA Plan agree to comply with all reasonable rules and regulations

established by the Board and its third party administrator as related to the administration of the HRA Plan. The Board agrees to pay any administrative fees for the maintenance of the HRA accounts.

## **ARTICLE XXXI**

### **CALAMITY DAY PROCEDURE**

1. On general weather related calamity days, the entire unit will be treated the same, and any employee required to work on this calamity day will be paid additionally or may choose to take compensatory time at the employees option. For example, maintenance staff removing snow will be paid for the calamity day plus either be paid for the additional hours worked or be credited with the equivalent compensatory time. Compensatory time shall be scheduled to be used within six (6) months of accruing the time.
2. If an emergency is program specific, only those employees directly affected will have a calamity day. Others will be expected to work as usual because their area of responsibility is not affected. For example, if all buses are vandalized and drivers cannot work, and Ash/Craft staff covered by U.A.W. as well as mechanics would work as usual. Others would work as usual. Maintenance staff would be paid additionally.
3. Individual emergencies and unique situations will be discussed and determined as they might occur.
5. Calamity Day Procedure. Employees reporting to work that have not been notified not to report shall receive two (2) hours reporting pay at the employee's regular rate of pay, plus the pay for the calamity day.

ARTICLE XXXII

TERM OF AGREEMENT

This two year Agreement shall become effective November 1, 2018 and shall continue in full force and effect until October 31, 2020, and thereafter shall automatically renew itself and continue in full force and effect from year to year thereafter unless written notice by registered mail or certified mail by the Regional Director of the UAW or the Board of an election to terminate or modify any provision of this Agreement is given not more than ninety (90) days or less than sixty (60) days prior to October 31, 2020 or prior to October 31 of any succeeding year. After receipt of a notice to modify or terminate, the parties shall endeavor to settle all controversial matters involved. In the event the parties do not reach agreement by the expiration date of October 31 in the particular year as provided herein, then this Agreement shall in all respects be deemed void and terminate except as provided in Section 4119.14(D)(2) of the Ohio Revised Code. The parties hereto may extend said period for the purpose of reaching a new agreement.

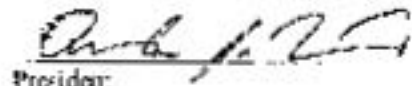
A one-time signing bonus of \$650.00 will be paid to each member.

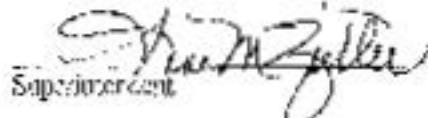
Each member receiving a layoff notice will receive a one-time severance payment of \$750.00.

FOR THE UNION:

ASITABLE, A COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES:

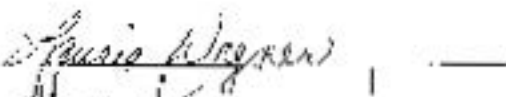
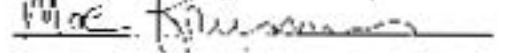
  
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Representative

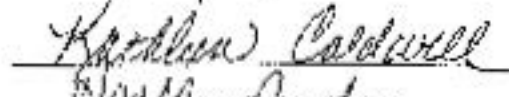
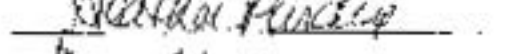
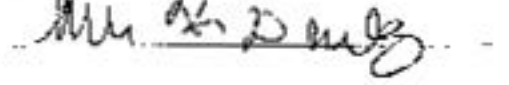
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

Date 3/28/19 \_\_\_\_\_

Date 3/29/19 \_\_\_\_\_

  
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Salary Schedule UAW members hired prior to April 1, 2010:

	0.75%	0.50%
	11/1/2018	11/1/2019
<b>Step</b>	<b>Vehicle Operator</b>	
0	\$ 13.75	\$ 13.82
1	\$ 14.09	\$ 14.16
2	\$ 14.46	\$ 14.53
3	\$ 14.76	\$ 14.83
4	\$ 15.12	\$ 15.19
5	\$ 15.46	\$ 15.54
6	\$ 15.78	\$ 15.86
7	\$ 16.13	\$ 16.21
8	\$ 16.48	\$ 16.56
9	\$ 16.79	\$ 16.88
10	\$ 17.13	\$ 17.22
11	\$ 17.67	\$ 17.76
<b>Step</b>	<b>Mechanic</b>	
0	\$ 16.60	\$ 16.68
1	\$ 16.94	\$ 17.02
2	\$ 17.25	\$ 17.34
3	\$ 17.61	\$ 17.70
4	\$ 17.96	\$ 18.05
5	\$ 18.28	\$ 18.37
6	\$ 18.62	\$ 18.72
7	\$ 18.96	\$ 19.06
8	\$ 19.27	\$ 19.36
9	\$ 19.64	\$ 19.73
10	\$ 20.18	\$ 20.28
11	\$ 20.71	\$ 20.81
<b>Step</b>	<b>Cafeteria/Custodial Assistant</b>	
0	\$ 8.09	\$ 8.13
1	\$ 8.33	\$ 8.38
2	\$ 8.60	\$ 8.64
3	\$ 8.87	\$ 8.91
4	\$ 9.12	\$ 9.17
5	\$ 9.38	\$ 9.42
6	\$ 9.64	\$ 9.69
7	\$ 10.19	\$ 10.24
8	\$ 10.73	\$ 10.78
9	\$ 11.25	\$ 11.31
10	\$ 11.80	\$ 11.86
11	\$ 12.34	\$ 12.41

Salary Schedule UAW members hired prior to April 1, 2010:

	0.75%	0.50%
	11/1/2018	11/1/2019
<b>Step</b>	<b>Food Service Worker</b>	
0	\$ 12.67	\$ 12.73
1	\$ 12.96	\$ 13.02
2	\$ 13.18	\$ 13.25
3	\$ 13.47	\$ 13.54
4	\$ 13.72	\$ 13.79
5	\$ 13.99	\$ 14.06
6	\$ 14.23	\$ 14.30
7	\$ 14.78	\$ 14.85
8	\$ 15.32	\$ 15.40
9	\$ 15.88	\$ 15.96
10	\$ 16.41	\$ 16.50
11	\$ 16.95	\$ 17.03
<b>Step</b>	<b>Custodial/Maintenance Worker</b>	
0	\$ 14.05	\$ 14.12
1	\$ 14.35	\$ 14.42
2	\$ 14.67	\$ 14.74
3	\$ 14.98	\$ 15.06
4	\$ 15.26	\$ 15.33
5	\$ 15.61	\$ 15.68
6	\$ 15.92	\$ 16.00
7	\$ 16.22	\$ 16.30
8	\$ 16.54	\$ 16.62
9	\$ 16.83	\$ 16.92
10	\$ 17.38	\$ 17.46
11	\$ 17.99	\$ 18.08
<b>Step</b>	<b>Professional Assistant</b>	
0	\$ 12.67	\$ 12.73
1	\$ 12.96	\$ 13.02
2	\$ 13.18	\$ 13.25
3	\$ 13.47	\$ 13.54
4	\$ 13.72	\$ 13.79
5	\$ 13.99	\$ 14.06
6	\$ 14.23	\$ 14.30
7	\$ 14.78	\$ 14.85
8	\$ 15.32	\$ 15.40
9	\$ 15.88	\$ 15.96
10	\$ 16.41	\$ 16.50
11	\$ 16.95	\$ 17.03

Salary Schedule UAW members hired on or after April 1, 2010		
	0.75%	0.50%
	11/1/2018	11/1/2019
Vehicle Operator	\$ 15.64	\$ 15.71
Cafeteria/Custodial Assistant	\$ 9.86	\$ 9.91
Custodial/Maintenance Worker	\$ 15.82	\$ 15.90
Food Service Worker	\$ 14.47	\$ 14.54
Mechanic	\$ 18.51	\$ 18.60
Professional Assistant	\$ 14.47	\$ 14.54

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**Ohio Association County Boards of DD  
SM Plus HSA 2500 w/MM Rx (Trust Option)  
HCR (Non-Grandfathered)  
Ashtabula DD 01/01/2017**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26	
Older Age Child	28	
	Removal upon End of Month	
Overall Annual Benefit Period Maximum	\$2,500,000	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$2,500/\$5,000	\$3,000/\$6,000
Coinsurance	100%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000 For Rx Copays only	\$4,500/\$9,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury)	100% after deductible	60% after deductible
Urgent Care Office Visit	100% after deductible	60% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	100%	60% after deductible
<b>Preventative Services</b>		
<b>Preventative Services, in accordance with state and federal law<sup>2</sup></b>	100%	60% after deductible
Routine Physical Exam	100%	60% after deductible
Well Child Care (To age 21)	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine PSA, Cholesterol, Colorectal Cancer Screening Tests and Endoscopic procedures	100%	60% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period)	100%	60% after deductible
<b>Outpatient Services</b>		
Allergy Testing and Treatments	100% after deductible	60% after deductible
Diagnostic Services	100% after deductible	60% after deductible
Physical Therapy & Occupational Therapy Facility and Professional (40 visits per benefit period)	100% after deductible	60% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	100% after deductible	60% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	100% after deductible	60% after deductible
Cardiac Rehabilitation – Facility Only (20 visits per benefit period)	100% after deductible	60% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	60% after deductible
<b>Inpatient Facility</b>		
Semi-Private Room and Board	100% after deductible	60% after deductible
Maternity	100% after deductible	60% after deductible
Skilled Nursing Facility – 100 days per benefit period	100% after deductible	60% after deductible

Benefits	Network	Non-Network
<b>Additional Services</b>		
Ambulance	100% after deductible	60% after deductible
Durable Medical Equipment	100% after deductible	60% after deductible
Home Healthcare	100% after deductible	60% after deductible
Hospice	100% after deductible	60% after deductible
Prescription Drugs – Oral Contraceptives included Retail – 30 Day Supply Home Delivery – 90 Day Supply	After deductible the following copays apply: <u>Retail</u> \$25 Generic \$50 Formulary \$75 Non- Formulary <u>Home Delivery</u> \$50 Generic \$100 Formulary \$150 Non- Formulary	
Organ and Tissue Transplants <sup>4</sup>	100% after deductible	60% after deductible
Private Duty Nursing (\$1,000 maximum per benefit period)	100% after deductible	60% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health/Substance Abuse Services: (30 days per benefit period; Substance Abuse limited to one admission per benefit period, three admissions per lifetime)	100% after deductible	60% after deductible
Outpatient: 20 visits per benefit period	100% after deductible	60% after deductible

Note: Deductible expenses incurred for services by a network provider will only apply to the network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

Non-Contracting and facility other providers will pay the same as non-network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup> Maximum family deductible. Family deductible must be met before benefits are provided on a family contract. The single deductible applies to single contracts

<sup>2</sup> Preventative service include evidence-based service that have a rating of "A" or "B", routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

<sup>3</sup> Failure to present an ID card may result in decreased benefits.

<sup>4</sup> The proposed course of treatment for organ/tissue transplants must be pre-determined and approved by a Medical Mutual case manager (except for corneal transplants). Failure to contact Care Management prior to the proposed course of treatment (including the evaluation) will result in a \$5,000 penalty. There will be a \$10,000 non-network penalty for failure to use a SuperMed facility or a Designated Organ Transplant Network Provider. The Case Manager may waive this penalty if the proper pre-determination procedures are followed.