

2014 - 2017 Final Agreement Between Clark County Board Of Developmental Disabilities And International Union,
United Automobile, Aerospace, And Agricultural Implement, Workers Of America, UAW, Local 658



AGREEMENT BETWEEN

10-08-15
0318-01
14-MED-02-0101
K32595

**CLARK COUNTY BOARD OF DEVELOPMENTAL
DISABILITIES**

AND

**INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE, AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW, LOCAL 658**

[EFFECTIVE MARCH 12, 2014, through MARCH 11, 2017]

SERB CASE NO. 2014-MED-02-0101

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ARTICLE 1 AGREEMENT/PARTIES

This Agreement, made and entered into this, the 12th day of March, 2014, by and between the Clark County Board of Developmental Disabilities, located at 2527 Kenton Street, Springfield, Ohio, hereinafter referred to as the “Employer,” and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW, on behalf of its Local No. 658, hereinafter referred to as the “Union.”

ARTICLE 2 PURPOSE

This Agreement is made between the Clark County Board Developmental Disabilities hereinafter referred to as “Employer” or “Management” and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) on behalf of its amalgamated Local 658, hereinafter referred to as the “Union,” for the purpose of: providing a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of terms and conditions of their employment, to receive a prompt and fair disposition of grievances, and to establish a peaceful procedure for the resolution of all differences between the parties. The parties mutually recognize the collective responsibilities of the Employer and employees to the individuals served.

ARTICLE 3 DURATION OF AGREEMENT

This Contract will remain in full force and effect until the 11th day of March, 2017. Either party shall give notice in writing sixty (60) days in advance of the expiration of the Agreement to the other party of its desire to make changes desired, or to terminate the same. The parties may mutually agree to extensions of the contract which extensions will not change the original expiration date.

ARTICLE 4 SAVINGS CLAUSE

Section 4.1 Exclusivity, Conformity to Law Unless specified herein, this Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statutes, rules and regulations pertaining to wages, hours and terms and conditions of employment and all Board resolutions, rules and regulations. If any provision of this Agreement is held to be unlawful by a court of law, the remaining provisions of this Agreement will remain in full force and effect. In the event that any provision of this Agreement is held to be unlawful by a court of law, both parties to the Agreement will meet within ten (10) days for the purpose of re-opening negotiations on the unlawful provision involved. If particular sections of this Agreement reference Ohio Revised Code, that Code Section and its successor will be in effect, subject to re-negotiation of this Agreement.

Section 4.2 Successors This Agreement will be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidations, merger, sale, transfer, lease or the assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the

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ownership or management of either party hereto or of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary.

ARTICLE 5 UNIT DEFINED & UNION FINANCIAL SECURITY

Section 5.1 Unit Defined The Clark County Board of Developmental Disabilities, Springfield, Ohio recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for those employees in the certified bargaining unit, as certified by the SERB Board. (State Employee Relations Board) in Case Number 91-REP-O6-0157.

The certified bargaining unit includes Direct Support Professional (“DSP”) but excludes Unit Coordinator, Living Unit Supervisor, Assistant Unit Supervisor, Assistant Cottage Supervisor, all supervisory and managerial employees, and all other employees.

Any time management determines that a need exists to alter significantly or create a new classification to the existing bargaining unit there will be a meeting with the negotiating team to review job functions and establish rate of pay.

Section 5.2 Union Financial Security Any full-time or part-time bargaining unit employee, after sixty (60) days of employment, will be required as a condition of continued employment, to maintain, in good financial standing, membership in the Union for the life of this Agreement, or pay a service fee equal to the regular dues charged the Union’s members.

Upon receipt by the Employer of the voluntary written authorization by an employee, the Employer will deduct bi-weekly membership dues, equal to one and one quarter (1.25) hour’s pay (2.5 hours/month), or the service fee whichever is applicable. The Employer shall remit all amounts deducted to the designated financial officer of the Union. Employees recalled from temporary layoff, or returning from leave of absence shall resume payroll deduction of dues or service fees starting the first pay period of work. The Union shall provide an internal rebate procedure, which provides for a rebate of monies spent in support of partisan politics, or ideological causes not germane to collective bargaining activities with the Employer.

Upon receipt by the Employer of the voluntary written authorization by an employee of the Union V-CAP contribution deduction card, the designated amount of money to be contributed will be withheld from the employees’ paycheck on a monthly basis. No bargaining unit employee, whether or not he/she is a member of the Union, is obligated in any way whatsoever to make a V-CAP contribution. Signed authorization for V-CAP deductions may be withdrawn at any time.

The Union agrees that it will indemnify and hold the Employer harmless from any and all liability claims, responsibility, suits, orders or judgments which may arise out of action taken by the Employer in complying with the terms of this Article.

All authorized deductions shall be taken from the first full pay between the first and tenth days of each month of each employee, and shall be tendered to the Union within one (1) calendar week

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after deduction. Should an employee have insufficient funds available during the deductible pay period, the deduction will be made from the first subsequent pay period in which funds are available.

The Union will indemnify the Employer and save it harmless from any liability arising under this Article.

Neither the Employer nor any of its supervisors, superintendent or other agents or representatives shall discriminate against any employee because such employee is a member, steward, officer or other agent, or representative of the Union or any local.

The Employer agrees that it will not discriminate in the hiring of employees, in their training, upgrading, promotion, transfer, layoff, discipline, discharge, or otherwise because of race, color, religion, sex, creed, national origin, age, handicap or status as a veteran.

AUTHORIZATION FOR CHECK-OFF OF DUES

To The _____

Date: _____

I hereby assign to Local No. 658, 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 any future employment with you), such sums as the Financial Officer of said Local Union No. 658 may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as maybe 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 Employer 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 succeeding periods of one (1) year each or for the period of each succeeding applicable, collective agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer 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 Employer and the Union, whichever occurs sooner.

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This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947 and otherwise.

_____			_____
Type or print name of Employee			Date of Signature
_____			_____
Address of Employee			Social Security No.
_____	_____	_____	_____
City	State	Zip	Date of Delivery to Employer
_____			_____
			Signature of Employee

ARTICLE 6 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 6.1 General Except to the extent expressly modified by a specific provision of the Agreement, the Employer will have the sole exclusive right to manage the operations, control of the premises, select and direct the workforce, maintain efficiency of operations, discipline, suspend or discharge for just cause, layoff for lack of work or lack of funds, promote; to promulgate and enforce reasonable work rules, to transfer employees, determine staffing patterns, and emergency situations. This Agreement will be construed as requiring board officials to follow the procedures, policies and agreements prescribed herein, to the extent they are applicable in the exercise of managing and directing their operations.

Section 6.2 Examples The authority and responsibility of the Employer include, but are not limited to, the following:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.
10. Maintain computers to check leave balances, time cards and email.

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ARTICLE 7 NON-DISCRIMINATION

Section 7.1 Policy There will be no discrimination or intimidation by the Employer or Union against any employee as a result of or because of such employees' race, color, creed, sex, national origin, age, handicap, membership in the Union or non-membership in the Union. The Union and Management will share equally in the responsibility for applying this provision of the Agreement.

Section 7.2 Procedure Any aggrieved bargaining unit members must exhaust the EEO complaint procedure found in the Board's Personnel Manual and the grievance procedure contained with this Agreement, before seeking redress outside the system. Using the EEO procedure does not deny access to the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission inasmuch as the local time limits do not extend beyond the time limits established by the other bodies.

Section 7.3 Sexual Harassment Sexual harassment is defined as: unwelcome sexual advances. Requests for sexual favors and other verbal or physical conduct of a sexual nature may constitute sexual harassment (in employment) when: a) Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; b) Submission to or rejection of such conduct by individuals is used as the basis for decisions affecting such individual; c) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or defensive working environment; or, d) Such conduct has the purpose or effect of either giving or receiving favors from any persons contacted in the line of duty. The parties herein agree not to engage in sexual harassment, or any other type of discrimination, as defined in this Article.

Section 7.4 Accommodation Any employee who becomes disabled during the term of this Agreement will so notify the Human Resources Director of the disability and any reasonable accommodations required in order to maintain employment. The Human Resources Director and the Local Union Representative will meet and confer on the options available on a case-by-case basis.

Management may transfer or assign staff determined to be unable to perform fully their job duties as determined by the ADA based on reasonable accommodation. The Board reserves the right, at the Board's expense, to provide a fitness for duty examination to determine ability to perform fully the duties of the position.

ARTICLE 8 BULLETIN BOARDS

Section 8.1 Bulletin Boards For the sole use of the Union, the Employer will maintain a suitable number of bulletin boards or locations for postings throughout the center in locations mutually agreed.

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Section 8.2 Uses The Union agrees that it will limit the use of these bulletin boards for the following Union notices:

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

Section 8.3 Copy to Human Resources A copy of all such notices shall be furnished to the Human Resources Director or designated representative before posting.

Section 8.4 Limits on Use No provisions of this Article shall be construed to permit the posting of any political positions regarding or information by or about any candidates, partisan or non-partisan, advertising, or controversial matter on bulletin boards or elsewhere upon the Board's property.

ARTICLE 9 NO STRIKE - NO LOCKOUT

The Union agrees for itself, its representatives and its members that neither it nor they will directly or indirectly call for, instigate, sanction, or encourage a strike or any concerted work stoppage or other job action designed to impair or impede the functions of the Board during the term of this Agreement.

The Union agrees to actively seek stoppage of any type of job action by any member of the bargaining unit and will take whatever affirmative steps within its ability that are reasonable to end such job action.

The Employer reserves the right to take disciplinary action against those who violate this Section.

The Employer agrees not to lock out any member of the bargaining unit during the term of this Agreement.

ARTICLE 10 LABOR MANAGEMENT COMMITTEE

A Labor-Management Committee will be established which will meet on a regular basis to discuss matters of mutual interest to management and the employees covered by this Agreement. The Labor-Management Committee will consist of no more than eight (8) members, (or as many as the parties mutually agree), half of which will be appointed by the Union and half appointed by Management. Each party may invite additional personnel, if their input is germane to the agenda.

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Meetings will be held no more than once every other month except upon mutual agreement of both parties. If management has an agenda, it will be submitted to the Union prior to the Union's internal agenda meeting. The Union will add their agenda and the Chairperson or (designee) will submit the combined agendas to the residential director (or designee). The Residential Director (or designee) will compile and distribute the final agenda prior to the labor management meeting. The members appointed by the Union will be afforded eight (8) hours away from their jobs (consisting of four (4) hours of paid time and four (4) hours of unpaid time) prior to each meeting to discuss issues and formulate an agenda and/or to discuss the agenda. The four unpaid hours will count as hours worked. The Union shall provide at least seventy-two (72) hours written notice of leave. It is understood by the parties that grievances are not a proper subject for discussion in Labor-Management Meetings.

Minutes of the Labor Management meetings will be mutually agreed upon between Management and the Union Chairperson or his/her alternate prior to distribution.

ARTICLE 11 REPRESENTATION

Section 11.1 Stewards The Union will be represented in the Bargaining Unit by Stewards in a ratio of two (2) stewards for second shift and two (2) stewards for third shift. Only one Union representative at a time from a work unit will be released to investigate grievances. Shift employees shall be represented by a steward or an alternate assigned to their shift, unless the steward and alternate are absent; then a committee person may substitute. Upon opening of a new unit, stewards in a ratio of one (1) steward for second shift and one (1) steward for third shift will be added per unit.

Section 11.2 Bargaining Committee There will be three (3) Committee persons constituting the Bargaining Committee, and one of whom will be selected by the Union as the Chairperson who will have the entire Bargaining Unit as Chairperson's area. The Local Union may also designate an alternate for each committee person who will function as the committee person when the regular committee person is absent. In such cases, the alternate shall be entitled to all the terms and conditions applicable to committee persons while serving as a committee person.

Section 11.3 Responsibilities of Committee Persons and Stewards The committee persons and stewards may leave the work area with reasonable notice to the Supervisor and, being mindful of clients' needs, during the working hours without loss of pay with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused. The representatives will continue to work at their assigned jobs at all times except when necessary to leave their work area to handle grievances as provided therein. It is understood that the handling of grievances includes investigation, consulting and meetings with Management or grievant on said grievances. The steward or committee person must first request in line of supervision to leave his/her work site and such request shall not be unreasonably denied.

At no time will overtime be paid to stewards, alternates, or committee persons performing duties or functioning as a steward or a committee person. Stewards, alternates, or committee persons working overtime assignments may not engage in representation matters unless held over by management in meetings with management.

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In addition, the Chairperson will be given eight (8) hours per month away from their job to conduct Union business.

Section 11.4 Committee Person When Management requests the presence of a Committee person for representation purposes or a meeting on a shift other than the Committee person's own, the Committee person will be paid at the Committee person's straight time rate of pay for the time involved.

Section 11.5 Shift Assignments of Stewards The designation of a Steward will constitute the right to have an alternate assigned on a shift-by-shift basis.

Section 11.6 List of Stewards and Alternates A list of Stewards, Committee persons, officers and alternates of the Union will be submitted to Management on a yearly basis and updated within thirty (30) days when changes are made.

Section 11.7 Representation at Disciplinary Meetings A bargaining unit member may have union representation at disciplinary meetings. The bargaining unit member must make this known. Supervisors will then arrange the meeting accordingly, and no meeting will be held without the union representative. Upon request, a member may have a bargaining committee member/steward present at a major unusual incident ("MUI") investigation. The representative shall be bound by the rules governing the MUI investigations and shall not be disruptive in the proceedings.

ARTICLE 12 HOURS OF WORK -- FULL AND PART-TIME EMPLOYEES

Section 12.1 Work Week, Shifts Employees understand that the Employer is a twenty-four (24) hour, seven (7) day a week operation with various shifts. This Article is intended to define the normal hours of work per day and per week. Nothing in this Section shall relieve the Employer of its duty to bargain the effects of such decisions on employee wages, hours, terms and other conditions of employment. This Article shall be used as the basis for computing overtime for employees who are not exempt from the overtime provisions of the Fair Labor Standards Act and shall not be construed as a guarantee of hours of work per day or per week. Slotted shift schedules will be eight (8) hours and generally will commence from 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., and 10:00 p.m. to 6:00 a.m. Individual work units may adopt alternative schedules by mutual agreement of the affected employees and the Unit Coordinator in consultation with the committee person representing the affected area.

Section 12.2 Breaks Because of the nature of the clients' needs in this work place, there will not be scheduled breaks or lunch periods. However, it is understood and agreed to by the parties that employees will be allowed to take one 15-minute break within every 4 hours worked, based on the needs of the clients and staffing. The facility will make available to all employees a break area for breaks and lunches.

Section 12.3 Controlled Medication Inventory The employee who is responsible for performing controlled medication inventory on his assigned shift will be given two (2), twenty

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(20) minute breaks during the workday, and will hold over for up to ten (10) minutes at the end of his shift, to permit for controlled medication inventory with the following shift.

Section 12.4 Check In-Out Employees are expected to report to work at their scheduled time. All employees are required to punch in and out on time clocks provided in each work location for all hours worked, staff meetings, and mandatory training. No employee is to punch in earlier than six (6) minutes before his/her regular shift starts or before his/her authorized overtime shift starts. At no time is any bargaining unit member to punch in or out for any other bargaining unit member. Such fraudulent action will result in disciplinary action on the first offense, up to and including termination.

Section 12.5 Tardiness

Definition:

Tardy: When an employee fails to report for work at the assigned/scheduled work time. For purposes of discipline, 1-7 minutes late is considered tardy.

Employees who are tardy for their scheduled shifts will be subject to discipline in accordance with the following schedule. Discipline for tardiness accumulates based on a calendar year. On January 1st of each year, each employee's tardies will return to 0. An overtime shift is considered to be "scheduled". An emergency situation, as certified by an employee's immediate supervisor, will not be considered in the disciplinary scale below.

- 3 tardy = Verbal Reprimand
- 5 tardy = Written Reprimand
- 7 tardy = 3-day working suspension
- 9 tardy = 10 day working suspension
- 10 tardy = termination

Section 12.6 Late to Work, Call-Off and Absences

Employees are expected to report to work at their scheduled time. Employees who do not report to work at their scheduled time will be disciplined as set forth below.

Definitions:

Late to Work: If an employee reports 8 minutes or later, the employee is considered late to work.

Call-off: When an employee calls off or leaves early from work unplanned. A call-off of multiple days due to the same illness, injury, or other related incident will be counted as one call-off and additional points will not be given. A call-off of three (3) or more consecutive days must be accompanied by a physician's excuse and a release to return to work without restrictions.

No Call/no show: When an employee fails to report one's absence within one hour of their start time, they will be regarded as a no call/no show.

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In the event of a call-off or late, the employee *must* immediately notify the supervisor/scheduler.

Employees who are late, or who call off for their scheduled shifts will be subject to discipline in accordance with the following schedule. An overtime shift is considered to be “scheduled”. An emergency situation as certified by an employee’s immediate supervisor will not be considered in the disciplinary scale below.

On January 1st of each year, each employee’s attendance points will return to zero (0).

-1 Point for each:

- Call-off more than two hours prior to a scheduled shift
- Show up for scheduled shift 8 minutes late or later
- Leave early after two hours after start of shift

-2 Points for each:

- Leave within 2 hours after start of shift
- Call off less than two hours prior to a scheduled shift
- Call off without available leave
- Do not fulfill mandated requirements

-3 Points for each:

- No call no show (no call within 1 hour of start of shift)

Discipline Step and Action

-4 Verbal Reprimand

-6 Written Reprimand

-8 Three (3) day working suspension

-9 Ten (10) day working suspension

-10 Discharge

Employees who are late to work by 8 minutes or more will have their pay AWOP’ed for the corresponding amount of time.

Section 12.7 Full And Part-Time Status Full-time status for the purpose of all benefits occurs when an employee is regularly scheduled for at least thirty (30) or more hours per week or sixty (60) or more hours per scheduled pay period. Part-time, without benefits, occurs when an employee is regularly scheduled less than thirty (30) hours per week or sixty (60) hours per scheduled pay period.

ARTICLE 13 WORK BY PERSONS NOT COVERED BY THIS CONTRACT

Employees excluded from the bargaining unit defined in the Certification of Representation provision of this contract will not perform work of employees covered by this contract, except to the extent currently performed, for purposes of instructing employees, or in cases of emergency type duties, but in no event will employees of the Unit thereby suffer loss of any working time, overtime or regular earnings.

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ARTICLE 14 UNION LEAVE

Section 14.1 Union Any union member selected by the Local Union to attend Union Conventions, Educational Conferences or to serve as a delegate to Clark County Union Council will be afforded time off without pay for the periods of the above mentioned purposes, provided that no more than three (3) employees of the facility may be on such leave of absence at any one (1) time, unless otherwise mutually agreed by the Board with the Union. The Union shall provide at least seventy-two (72) hours written notice of union leave requested.

Once annually, at a mutually agreed date, up to three (3) stewards and up to three (3) committee persons may be released, unpaid, for bargaining unit education for one (1) day. The Union shall provide written notice of the bargaining unit education at the earliest reasonable time.

Unpaid union leave shall be considered hours worked.

Section 14.2 Certification Of Use The reason for such leave of absence will be certified with respect to its nature by the President or Vice President of the Local Union. Any employee selected by the International Union for a full-time position will be given a leave of absence without pay, but with accumulation of seniority, and pension credits.

ARTICLE 15 PROBATIONARY PERIOD

Section 15.1 Probationary Period All newly hired employees in this Bargaining Unit will serve a probationary period of 180 calendar days. Performance evaluations will be performed during the probationary period. All time off the job during the probationary period will be unpaid time. Probationary employees will not be eligible to schedule time off or use the grievance procedure.

Section 15.2 Bids by Probationary Employees Probationary employees may have two (2) successful bids away from their unit during their probationary period. Probationary employees may bid for open slots that maintain the same supervisor.

ARTICLE 16 OVERTIME

16.1 Procedures When an employee works in excess of forty (40) hours in any work week, that employee will receive compensation for time at the rate of one and one half (1.5) times the employee's normal rate of compensation.

16.2 Court Leave Time Any time an employee is required to appear in court in connection with his/her official duties shall be considered hours worked.

16.3 Work Status Overtime compensation is paid for all hours actually worked over 40 hours in any work week. Pre-scheduled leave, counts as part of the (40) forty hour work week.

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16.4 Credit for Overtime To receive credit for overtime, the employee must:

1. Actually work the hours for which the claim is made;
2. Have the overtime authorized, granted, or approved by the supervisor, acting supervisor, or appointing authority prior to working the overtime;

16.5 Scheduled Voluntary Overtime

When scheduled overtime is necessary for a given unit, the employees within the unit will first be offered the overtime on the shift(s). Management will schedule the lowest hour employee to work such overtime as follows:

1. The low overtime employee will be scheduled for the greatest number of overtime hours available. If opportunities of shorter duration are available, the employee will be permitted to accept such overtime, but will be charged for the greater amount offered.
2. If no employee voluntarily accepts the scheduled overtime opportunity, the slot may be filled by mandating of full-time bargaining unit employees through rotation by reverse seniority. Mandation may be scheduled up to 24 hours prior to beginning of shift that requires the overtime.
3. Unscheduled overtime and call-offs will be handled according to Section 16.6

The following principles will serve as guidelines in administering the scheduling of scheduled overtime:

1. Where overtime hours are equal, the highest senior employee will be scheduled;
2. Employees shall use overtime scheduling forms and will have the forms turned in the day prior to scheduling. Supervisors will not make any phone calls for scheduled overtime.

Charging Overtime

Overtime will be charged to an employee's record on the basis of the number of hours offered. Charged against an employee's record under, and subject to, the following conditions;

1. If, for any reason, the employee does not work the overtime, the employee will be charged.
2. An employee on jury duty will not be charged for daily overtime.
3. An employee who is out of town on board or Union business will not be charged for daily overtime available.

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4. In the event of a change of units, an employee will be given the high overtime equivalent to the highest hours.
5. An employee who is on paid leave will only be charged for the overtime hours actually worked.
6. Employee will be charged for actual hours worked when covering a call-off.

Overtime records will be kept current on a weekly basis on each unit. The records will be available for inspection. A copy of the overtime records will be kept for a period of six (6) months. Zeroing out of hours will be done bi-annually during the week containing January 1st and July 1st.

Employees who believe they should have been offered overtime, but were not, shall file a written statement with their supervisor within five (5) business days of the date/time they believe they should have been called to work the overtime. If it is found that the employee should have worked the overtime, the remedy for the employee shall be to offer the next available overtime opportunity.

16.6 Overtime and Additional Hour Equalization Procedure

Overtime and additional hours will be offered to employees in the following order by seniority:

1. Part-time (not in overtime status by hours);
2. Staff presently working a connecting shift within the unit by hours;
3. Full-time campus by hours;
4. Part-time (overtime status by hours);
5. Off-campus staff by hours;
6. Mandation/holding over of full-time bargaining unit employee through rotation by reverse seniority (Effective July 1, 2015). Employees who are currently working overtime/additional hours at the time of the mandation request, are exempt.

Mandation: Any mandation/holding over shall be paid in double time pay and cannot exceed more than 4 consecutive hours with a minimum of one (1) hour notice. Per every hour of mandation worked on a holiday, the employee will receive compensation at the rate of two and one half (2.5) times the employee's normal rate of compensation.

Once overtime/additional hours have been assigned, those employees, covered in this contract, may not be bumped from the slot except upon mutual agreement of the employee and management. Overtime may be cancelled by the supervisor with twenty-four (24) hours' notice.

An equalization list will be available for review upon request.

Section 16.7 Overtime Consideration Any employee who desires not to be considered for voluntary overtime may indicate such in writing. Employees can request to be returned to the overtime list at any time; they will be placed at the highest number on the equalization list.

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Section 16.8 Overtime Representation In any situation when Union Representation is not available during an overtime period, the reason for representation will be put on hold until representation is available, if requested.

ARTICLE 17 TOP SENIORITY UNION REPRESENTATIVES

Section 17.1 Stewards Stewards will have top seniority on all classifications within their respective area and shift provided they are also capable of performing the available work within the classification.

Section 17.2 Bargaining Committee Members Members of the Bargaining Committee and the Chairperson will have top seniority in all classifications within their work unit area and shift provided they are also capable of performing the available work within the classification.

Section 17.3 Limited Use Seniority shall only be used for the purposes of layoff and for maintenance of shift assignments.

ARTICLE 18 MINIMUM CALL-BACK HOURS

If a employee leaves work at the end of a scheduled eight (8) hour shift and is contacted to return to work within the same 24-hour work period, the employee will receive at least three (3) hours of work at their normal hourly rate, unless such time is connected to the beginning or end of his normal work shift.

Once the purpose of the callback has been satisfied, the employee shall be free to go. Employees who report as a result of the callback notification and are sent home from an assigned shift prior to the minimum three (3) hours of work, shall still receive their call back pay minimum of three (3) hours pay.

Employees who return to work for non-mandated training, disciplinary hearings or those who show up without being notified to do so are not entitled to the minimum call-back hours.

ARTICLE 19 UNIVERSAL LEAVE

Section 19.1 Policy Universal Leave includes all forms of leave except assault leave. Employees will accrue Universal Leave in amounts set forth in this Article and such leave will be available for any purpose. This leave may be taken for vacation purposes. Each employee may schedule at least one (1) block of time of vacation equal to the employee's number of hours scheduled in a week during the January work schedule selection. Staff may schedule more than one (1) block of time on consecutive weeks. This scheduling will be done by seniority by shift within the unit. At no time will leave be granted in an amount less than thirty (30) minutes.

Section 19.2 Old Sick Leave Balances Employees who have a sick leave balance as of January 1, 1992, may, at their option, use sick leave if the employee or his/her spouse or children are sick or incapacitated, with at least two (2) hours notice before the start of the shift.

Section 19.3 Call-Offs

Employees who have an unscheduled call-off for non-medical reasons may only call off for one day at a time. Call-offs for more than one consecutive day must be due to illness and, three (3) consecutive days of absence, must be accompanied by a medical excuse from the employee's treating physician. Multiple consecutive working day absences for medical reasons will be considered one call-off for disciplinary purposes. Employees who fail to do so will either be subject to the disciplinary process set forth in Article 12 or sent for a fitness for duty examination by a doctor, paid for by the Employer. If it is discovered that the employee has a disability or chronic condition, reasonable accommodation will be made pursuant to the ADA.

Section 19.4 Bereavement Leave An employee may have up to two (2) days off, with pay not deducted from Universal Leave, for bereavement of a family member. The bereavement leave will include the day of the funeral provided that the employee attends the funeral. If the employee does not attend the funeral, the bereavement leave will occur within one week of the family member's death. Family members shall include the immediate family defined in the Ohio Administrative Code. Employees may use up to an additional two (2) days of Universal Leave or old sick leave for funeral leave or travel to and from funerals. Upon request by the employee, additional time may be granted at the discretion of the employee's supervisor.

Section 19.5 Accrual Of Universal Leave Bargaining Unit Members will accrue Universal Leave according to the following schedule.

<u>Years of Service</u>	<u>Maximum Annual Accumulation</u>	<u>Accrual / HR</u>
Less than two years	128 hours	.0616
More than two less than six	188 hours	.0904
More than six less than thirteen	236 hours	.1135
More than thirteen less than nineteen	284 hours	.1366
More than nineteen	332 hours	.1597

The Bargaining Unit Members will accrue universal leave hours at the next level of universal leave per the chart shown above. Members will accrue Universal Leave hours on the first day of the pay period in which the members hire date occurs.

Section 19.6 Conversion At Resignation Any employee leaving employment by resignation will receive up to forty percent (40%) of their unused balance of new Universal Leave for that year. Employees' Universal Leave balance at resignation will be prorated to the months the employee has completed and currently serving minus the hours already used. The conversion will be based on this adjusted balance.

Section 19.7 Conversion at Retirement Any employee with ten (10) years or more service with the Board retiring under the Public Employees Retirement System (PERS) may request to convert their unused Universal Leave at the rate of forty-five percent (45%). Employees' Universal Leave balance at retirement will be prorated to the months the employee has

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completed and is currently serving in the current year minus the hours already used. The retirement conversion will be based on this adjusted balance.

Section 19.8 Annual Conversion By November 15th of each year, full-time employees may cash up to fifty percent (50%) of the balance of unused Universal Leave hours earned to a maximum of eighty (80) hours.

Part-time employees may convert up to one (1) week of prorated credit to cash. These employees may cash out fifty percent (50%) of their end of year balance, not to exceed forty (40) hours.

Using forms provided by the Employer, this annual conversion will be paid by separate check the first pay in December every year. If the employee chooses not to convert the hours to cash, they will be carried over to the following year's credit. Only current years credited Universal Leave will be eligible for the cash-out provision. Any previously carried over Universal Leave may be scheduled, but not cashed out.

Employees with 2-6 years would have the right to schedule one hundred eighty eight (188) hours or cash-out as described herein above, or carry over the balance of hours. Each employee with 7-12 years will have the right to schedule two hundred thirty-six (236) hours or cash-out as described herein above or carry over the balance of hours. Each employee with 13-18 years will have the right to schedule two hundred eighty-four (284) hours or cash-out as described herein above, or carry over the balance of hours. Each employee with over nineteen (19) years will have the right to schedule three hundred thirty-two (332) hours or cash-out as described herein above or carry over the balance.

If an employee schedules one (1) week of vacation per Section 19.1 and cashed one (1) week for this Section, he/she will have the balance based on years of service to carry-over to the following year. The carry-over of this new leave will be kept in a separate account from old accrued sick leave and vacation.

There will be no payouts of Universal Leave for staff hired on or after July 1st of each year of this Agreement unless the probationary period is completed by November 1st of each year.

Section 19.9 Attendance Bonus Anytime a benefited employee completes a full calendar month of work without an unscheduled call-off for regular Universal Leave the employee will receive two (2) hours bonus pay for each month this occurs. The bonus will be first pay period in December at the rate of pay at that time, by separate check.

Section 19.10 Previous Leave Time Effective as of January 1, 1992, all previously earned leave time will be credited to employees on the old basis and in the categories earned and used as in the past. All old leave will be paid out upon retirement or termination, per State law.

ARTICLE 20 HOLIDAYS

Section 20.1 Holidays The following holidays are off with pay:

1. New Year's Day
2. Martin Luther King Day
3. Easter Sunday
4. Memorial Day (Last Monday in May)
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The Day After Thanksgiving
10. Christmas Eve
11. Christmas Day
12. The Day After Christmas
13. Floating Holiday

The Floating Holiday begins at the beginning of the 1st shift on the day the holiday is observed. All other holidays begin at the beginning of the 3rd shift before the holiday is observed.

Section 20.2 Holiday Pay Holiday pay will be paid at the full-time employee's regular hourly wage rate for eight (8) hours. Employees who work less than eight (8) hours will be compensated for actual hours worked. Employees scheduled to work on a paid holiday will receive holiday pay only for the actual day the holiday falls.

Employees who work on a holiday will receive a total of twenty (20) hours pay for eight (8) hours worked. That is, employees shall receive eight (8) hours holiday pay and eight (8) hours pay at time and one half-holiday premium for working the holiday. Employees who work less than eight (8) hours will be compensated for hours worked at time and one half and receive holiday pay for those same hours.

Section 20.3 Holiday Compensation For Off-Scheduled Employees

- A. Full-Time (40 hours per week staff and 30 or more hours per week staff): Forty (40) hour or thirty (30) hours or more employees shall be granted eight (8) hours holiday pay for those holidays that occur off their scheduled days, or the option of the day off within the pay period based upon mutual agreement between the supervisor and the employee, to be reviewed every six (6) months by the Labor Management Committee.
- B. Scheduled Part-Time (29 hours or less per week) Staff Schedules: Part-time staff shall be granted holidays that occur off their scheduled days prorated based on the percent of the scheduled work slot vs. the 40-hour week times eight (8) hours.

Example: 24 hours = 4.8 hours pay
20 hours = 4.0 hours pay

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Unscheduled Part-Time Staff, not in a work slot, shall be paid at the holiday rate for those holidays that are worked. No off-scheduled holidays shall be paid to unscheduled part-time staff.

Section 20.4 Unscheduled Leave and Holidays Employees not scheduled to work a holiday will not receive holiday pay if they are on unscheduled (call-off) leave the scheduled work day before or the scheduled work day after the holiday. Employees scheduled to work the holiday who are on unscheduled (call-off) leave, will not be paid holiday pay.

Section 20.5 Holiday Pay-Overtime Pay At no time does holiday compensation for time not worked count towards the computation of overtime hours.

ARTICLE 21 TRANSFERS, VACANCIES AND WORK SCHEDULES

Section 21.1 Factors for Selection When a vacancy is to be filled, the following factors will be considered:

- A. Length of Service in the Bargaining Unit Seniority by classification as defined in 21.4 will be the determining factor in making the selection of the vacancies within the work unit.
1. Full-time 40-hour campus-wide
 2. Full-time 30+ hours campus-wide
 3. Part-time 29 hours or less campus-wide
- B. Ability to Perform the Available Work means with proper instructions for a reasonable amount of time based on the nature of the classification.

Section 21.2 Posting of Vacancies

When vacancies are to be filled, the open jobs will be posted on the Unit Bulletin Boards explaining the classification and number of vacancies. Posting will be seven (7) calendar days in length. Staff applying for a vacancy will use the Internal Application Form. Forms will be available at all times. The Human Resources Office will receive it by the closing time of the last day of the posting in order to be considered for the position. When there are no applicants, or qualified applicants, the HR office may begin selecting from external applications.

Section 21.3 Nepotism

Staff who would be supervised by their family/equivalent members will have the opportunity to select a vacant position from current, posted job openings by seniority. Management may not be assigned to a work location where his/her immediate family or equivalent work in the bargaining unit. Employees may not transfer or be assigned to a work location where his/her immediate family or equivalent work in a supervisory capacity.

Section 21.4 Work Schedule Selection The work schedule shall be established by the Employer. The work shift/slot and holiday schedule selection shall be conducted during the month of January for schedules beginning the first full pay period in February.

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The work schedule selection shall be for the items in the order listed:

1. Shift/slot selection
2. All Holidays
3. Vacation block(s) (from Universal Leave) not to exceed three consecutive weeks per round. Block cannot include holidays in Article 20 except the floating holiday.
4. Floating Holiday
5. Up to seven individual Universal Leave days (8-hour increments) per round

Additionally, selections, for the items listed below, shall be done within the first two (2) weeks of April, July and October in the following order:

1. Vacation block(s) (from Universal Leave) not to exceed three consecutive weeks per round.
2. Up To Seven Individual Universal Leave days per round

All selections made shall be for the following months corresponding to the grid. (i.e., April selections will be for May 1st to the end of the grid, July selections will be for August 1st to the end of the grid, and October selections will be for November 1st to the end of the grid.)

Each employee may schedule at least one (1) block of time of vacation equal to the employee's number of hours scheduled in a week during the January work schedule selection. Staff may schedule more than one (1) block of time on consecutive weeks. This scheduling will be done by seniority by shift within the unit. At no time will leave be granted in an amount less than thirty (30) minutes.

Employees shall make their work schedule selection before any leave selections shall be made. Once the leave times have been scheduled they may not be changed by employees unless approved in writing by the supervisor. Vacation week blocks (whole or partial) may be cancelled with a seventy two (72) hour notice to the supervisor. Blocks including Floating Holidays may be cancelled, but the Floating Holiday must be kept as scheduled.

Selection for time off, blocks and Universal Leave shall be by seniority among staff within the work unit for each work schedule selection in the following order:

1. Full-time 40-hour campus-wide
2. Full-time 30+ hours campus-wide
3. Part-time 29 hours or less campus-wide

Holidays may be selected by seniority among full-time employees. Each full-time employee may select one (1) holiday until all holidays are exhausted. After holidays have been selected, block times are to be selected. After all employees have made their selections for the block/blocks time, then employees may select additional Universal Leave blocks by seniority. Following holiday and block leave selections; the employees may select individual Universal Leave days.

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Section 21.5 Grid Changes If operating or resident needs change, or if manpower needs change in a unit, the work schedule may be altered. When a permanent grid change results in a vacancy that management decides to fill, it will be filled in accordance with Section 21.2.

- * Bump the least senior filled slot within the unit; OR
- * Bump the least senior filled slot on the affected shift campus-wide; OR
- * Choose from available vacancies on the campus; OR
- * Bump the least senior filled slot on campus on any shift; OR
- * Go to part-time on-call status

An employee bumped in accordance with the above language also has the right to exercise his seniority to bump as set forth above. Employees may only bump into slots containing like numbers of hours. If no full time slot is available then refer to Article 28.

Staff moving to a different slot in accordance with this Section will receive the days off and holidays already assigned to that slot. When staff is involuntarily moved pursuant to this Section, the Employer will make reasonable effort to accommodate their previously selected Universal Leave, at the Employer's discretion, permitting more than one person off per shift. If staff numbers are above the grid numbers on a Holiday (other than Floating) more than 1 person may be off per shift.

Section 21.6 Scheduling and Work on Holidays Full-time employees, in order of seniority, may schedule one (1) holiday at a time per employee, per shift, until all holidays have been scheduled, per holiday selection process with one person being scheduled off per shift per holiday. Part-time employees are required to work on a holiday as assigned campus-wide.

The Employer may utilize other Board employees to fill work slots open on a holiday (i.e. scheduled off) after full and part-time employees are given the opportunity to work the slots. Also, if work slots are open on a holiday due to unscheduled Universal Leave the Employer may fill the work slots with other Board employees.

Holiday selection shall occur in January for the holidays starting in February of the present year through January 31st of the subsequent year unless management makes work schedule changes.

The Employer shall attempt to provide time during shifts when employees may make work schedule selections and leave schedule. When feasible, the employees may submit their selections for work schedules and leave time in writing to their supervisor.

Section 21.7 Fill-in Staff and Shift Selection The fill-in staff shall return to their home unit/or same unit, for shift selections, holiday selections and other related needs. If a temporary position remains open after shift selection, the person who was temporarily in the slot prior to shift selection has first choice to return to it after shift selection. If declined, it is then posted again as a "temporary opening".

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Section 21.8 Shift Switching Shift switching will be allowed with 24-hour notice except on Holidays and shall not result in overtime for any party. Shifts may be switched on holidays only among employees actually working the same holiday.

ARTICLE 22 TEMPORARY WORKING LEVEL

Any employee required to work at a position with a higher rate of pay will receive at least the base rate of pay for the higher position.

ARTICLE 23 ASSIGNMENTS OF EMPLOYEES

Section 23.1 Temporary Assignments When manpower requirements make it necessary for the facility to make a temporary assignment. Management will make the assignment using the following procedure:

1. offered by seniority on a voluntary basis
2. non-bargaining unit employee
2. least senior part-time on call employee
3. least senior part-time employee
4. least senior full time employee

Assignments must be made to the same shift the assigned employee works.

Section 23.2 Reassignment for Health, Welfare, and Safety To assure the health and welfare of the individuals, a bargaining unit member may be reassigned up to twelve (12) times per month, from any one unit per shift. Assignments must be made to the same shift the assigned employee works.

Section 23.3 Delegated Nursing Tasks Employees may be assigned delegated nursing tasks. This delegation is determined by employees passing a course, participating in periodic training, and review provided by a qualified registered nurse. These delegations will include passing of medications and other tasks identified in Ohio Administrative Code 5123:2-6-03. Union and management mutually agree that if and when the need for the bargaining unit to perform delegated nursing is determined, a subcommittee, including a delegated nurse and the labor management committee will meet to establish a procedure for delegation.

Discipline initiated by the Employer regarding delegated nursing tasks will be applied in a consistent manner.

Section 23.4 Temporary Open Position (over 30 calendar days)

When a regularly scheduled staff member is on extended leave expected to be more than thirty (30) days, that position may be posted and then filled by another staff member on a temporary basis. If the staff member on leave gives notice of non-return prior to one hundred eighty (180) days after having gone on leave, the position will be posted per Article 21. In no event will a position be held available longer than one hundred eighty (180) days. On the one hundred eighty

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first (181st) day, the job will be posted and filled per Article 21. If the person who has filled the job on a temporary basis is displaced, the employee will return to his prior job. Posting for the position may begin two (2) weeks prior to the one hundred eightieth (180th) day if it is known the staff member is not returning by that day.

ARTICLE 24 SENIORITY LISTING

Section 24.1 Seniority List The Clark County Board of Developmental Disabilities facility will provide the Union each month commencing January 1st with a corrected and current seniority listing of all employees covered by this Agreement and will likewise provide information showing each employee's full-time, part-time status and work unit location.

Section 24.2 Notices to Union The Clark County Board of DD will issue notices to the Chairperson of the Bargaining Committee each month on all new hires, recalls, layoffs and terminations for any reason.

Section 24.3 Transfers Outside Bargaining Unit Employees who are transferred to a position outside the Bargaining Unit will be removed from the seniority list.

ARTICLE 25 SENIORITY

Section 25.1 Calculation and Breaks in Service Seniority will be established on the basis of uninterrupted service within the Bargaining Unit of F.F. Mueller Residential Center.

A. The following situations will not constitute a break in continuous service or seniority:

1. absence while on approved leave;
2. a layoff of one (1) year duration or less;
3. a resignation where the employee is re-employed within fourteen (14) days.

An employee will not accumulate seniority for any period during which an assignment is made outside of the bargaining unit.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. discharge for just cause;
2. Retirement;
3. Layoff for more than one (1) year or up to length of seniority;
4. Failure to respond to a recall notice within five (5) calendar days of a recall from layoff;
5. Failure to return to work at the expiration of an approved leave of absence;
6. A resignation, unless the employee is employed within fourteen (14) days;
7. Overstaying a leave of absence unless prior written approval is received from the employer;
8. Engaging in other employment while on approved leave of absence;
9. Absence of five (5) or more days without approval and without substantial justification from the employee;

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10. Resignation or separation from the center;
11. Promotion or selection to a position outside the bargaining unit.

Section 25.2 Tie Breaker In cases where two or more persons started their service with the Clark County Board of DD on the same date, seniority will be established by the last four (4) digits of the employee's social security number on the date of hire; the lower four (4) numbers will have seniority over the higher four (4) numbers in such instances.

Section 25.3 Scheduling, Shift Preferences For the purpose of vacation scheduling, shift and days off preference, seniority by classification as defined in Section 21.4, within the work unit will be the deciding factor.

Section 25.4 Departmental Seniority For the purpose of accrual of any benefits otherwise enumerated in this Agreement, departmental seniority by classification, as defined in Section 21.4, will be the deciding factor.

Section 25.5 Service Time Time spent from their regular scheduled work by local union representatives in negotiating labor contracts with management, attending meetings, or otherwise carrying out duties of local union representatives will be counted in computing all service and attendance records excepting that those given leaves of absence to go with the International Union shall not receive attendance credits for vacation eligibility during such absences.

ARTICLE 26 GRIEVANCE PROCEDURE

Section 26.1 Grievance It is mutually agreed that disagreements between the Board of DD and any of its employees in the Bargaining Unit as to interpretation or application of the terms of this Agreement will be settled in accordance with the procedure herein provided. The Union reserves the right to file a grievance within twelve (12) calendar days of knowledge of the event giving rise to the grievance on any contract policy matter. Grievances concerning loss of pay or termination may be initiated at Step 3 of this procedure.

All grievances shall be filed on grievance forms and must include the issue in dispute, provisions of the contract alleged violated, facts and names of witnesses supporting the grievance, and the specific remedy desired by the grievant(s).

A group grievance is a grievance concerning two or more people and will be signed by at least two (2) of the affected employees and/or the Union. The Union shall provide the names or classifications of employees to be included in a group grievance.

Section 26.2 Grievance Rights

STEP 1: Supervisor The grievance will be discussed by the employee and/or steward with the supervisor/designee. The employee may, if they so desire, have his/her steward present the grievance to the supervisor/designee, who will attempt to settle it. The supervisor/designee will give their reply within six (6) calendar days after discussion of the problem with the employee. The committee member and the unit coordinator may be involved at Step 1.

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STEP 2: Residential Director If the grievance is not satisfactorily adjusted by the supervisor in Step 1, it may be submitted to the Residential Director or his/her designee within six (6) calendar days (of the Director). The Director will then schedule a meeting between the Committee member and the Unit Coordinator within six (6) calendar days of the receipt of the Step 1 response. The local Chairperson or their alternate may attend this meeting. The Residential Director will give the Union written disposition of the grievance within six (6) calendar days following such grievance meeting.

STEP 3: Superintendent If the grievance is not satisfactorily settled at Step 2, the grievant may appeal the grievance to Step 3. The appeal to Step 3 must be made within six (6) calendar days of the receipt of the Step 2 response to the Superintendent/designee. Any grievance not satisfactorily settled in Step 2 will be presented at a conference between the Superintendent/Designee, and/or the Human Resources Director (and the Residential Director and/or Unit Coordinator if the Superintendent desires) with the Chairperson of the unit and Bargaining Committee. The President/Designee of the Local Union, and/or the international staff may attend the conference. The conference will be held within ten (10) working days (or a mutually satisfactory time) after the Union's appeal from Step 2. The Superintendent or his designee will answer the grievance in writing to the unit Chairperson not later than seven (7) calendar days after the conference.

STEP 4: Arbitration If the Board's answer to Step 3 is not accepted, the Unit Chairperson will notify the Employer in writing within thirty (30) calendar days following the receipt of the Board's written Step 3 answer of the matter to be arbitrated. Any side may request an additional meeting to discuss settlement of the grievance before arbitration or during the selection of an arbitrator.

The parties will jointly request a list of five (5) names from the Federal Mediation and Conciliation Service within fourteen (14) days of the Union's appeal. Within five (5) calendar days after receipt of the list, if the parties cannot agree upon an arbitrator from the names of the original panel submitted, then the Union and Board representatives will each have the choice of alternately striking the names, and the remaining person will be selected as the arbitrator. The Federal Mediation and Conciliation Service will be notified immediately and jointly request the name of the remaining person on the list who will serve as arbitrator for the grievance or grievances. The Union and Board may each reject the list of names once.

The expense and salary incident to the service of the arbitrator will be paid jointly by the Board and the Union. The decision of the arbitrator will be final and binding.

Section 26.3 Authority of the Arbitrator No arbitrator will have the power to add to or subtract from or modify any of the terms of this Agreement.

Section 26.4 Time Limits The time limits provided in the grievance procedure may be extended at any step by mutual agreement of the representatives involved in each step. Time limits will be automatically extended during the administrative break by the equivalent number of administrative days off. If the Employer does not process the grievance within the time limits

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prescribed in the steps of the grievance procedure, the grievance may be taken to the next step of the procedure.

Section 26.5 Access to Premises for Grievances An International Union Representative will be permitted access to the worksite with the permission of the Superintendent or designated representative, which will not be unreasonably withheld.

Section 26.6 Appeals of Insurance Claims Appeals on the insurance coverages will not be a part of the grievance procedure.

Section 26.7 Grievances Appealed It is agreed that if the UAW International Executive Board, Public Review Board or Convention Appeals Committee, or any governmental agency or court, finally decides that an employee's grievance was improperly withdrawn from the grievance procedure by the Union, the grievance will be reinstated in the grievance procedure at the step from which it was withdrawn.

Section 26.8 Pay Status No staff member will receive overtime for any meeting required by Management (discipline or grievance). Members will receive straight time pay for any disciplinary hearing for the entire hearing. If the grievance is held at a time separate from the employee's shift, they will not be compensated.

Section 26.9 Time Out Meeting The parties may agree to additional meetings to discuss grievances. For such meetings the parties must establish a schedule for the meeting and who will attend the meeting. Unless the parties mutually agree, the scheduling of a time out meeting shall not extend the timelines for grievances.

Section 26.10 Exchange of Witness Names And Documents Either party may request to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. The exchange may occur at a prearbitration meeting or as the parties agree. This exchange does not preclude the parties from introducing additional witnesses or documents.

ARTICLE 27 DISCIPLINE/PERSONNEL FILE

Section 27.1 Just Cause No employee having completed his probationary period shall be disciplined or discharged except for just cause.

Section 27.2 Discipline Disciplinary action may include: a) verbal warning; b) written warning; c) suspension with (working suspension) or without pay; or, d) discharge from employment. The Union shall be notified of disciplinary actions when issued. Failure to notify the Union will result in the removal of the discipline issued. Additionally, with discipline, or prior to commencing progressive discipline, the Employer may, as it determines necessary, require special training that may include in-service training.

Section 27.3 Progressive Discipline Except in situations of gross employee misconduct, as clarified in the Ohio Revised Code, the Employer shall discipline employees in accordance with

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the principle of progressive discipline. Routine discipline will be conducted within ten (10) workdays of the supervisor's knowledge of the infraction.

Section 27.4 Predisciplinary Meeting Before any employee is suspended or discharged from employment, the employee shall be provided a predisciplinary meeting conducted by an individual outside the residential unit. The Union will be given a statement of specific charges, copies of any statements, and specifications prior to any employee being suspended or discharged. Management will contact the committee chairperson to establish a mutual meeting time before the letter is sent to the employee.

The employee may choose to: a) appear at the predisciplinary meeting and present oral and written statements, witnesses or other documents or have their Union representative make the presentation, or b) waive the predisciplinary meeting.

All statements, witnesses and policy references that relate to the specific charges will be heard during the predisciplinary meeting with the employee, their union representative and the supervisor able to ask questions of all witnesses.

Up to two (2) witnesses called by each party to attend a predisciplinary meeting will be paid actual hours at the meeting at their straight rate of pay.

The hearing officer will recommend whether or not discipline beyond the level of reprimand is warranted, The Superintendent will issue the appropriate discipline and the Union may grieve as set forth below.

Any employees involved in this process may be placed on administrative leave until a finding regarding discipline is issued. Either party may tape record the predisciplinary meeting. A copy of the recording and transcript, if such is prepared, shall be provided within five (5) working days to the other party. The discipline shall be issued within seven (7) working days of the meeting unless an extension is mutually agreeable by both parties. Any appeal of discipline at this level will commence at Step 3 of the grievance procedure.

Section 27.5 Appeals Any disciplinary action may be grieved through the grievance/arbitration procedure, however, verbal warnings and written warnings are grievable only to Step 3 of the grievance procedure herein and will not be subject to arbitration. Verbal and written warnings may be grieved to the Personnel Committee of the Board.

Section 27.6 Non-Interference The parties agree that there will be no coercion of the Hearing Officer and that the parties and their representatives shall not contact the Hearing Officer to discuss the merits of the case prior to or immediately following the hearing and prior to the time the hearing officer has rendered a decision,

Section 27.7 Record of Discipline All disciplinary actions or records, except verbal warnings and written warnings, but including suspensions, dismissals or loss of pay discipline, shall be maintained in each employee's personnel file throughout the period of his/her employment.

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Verbal warnings and written warnings will be removed from the employee's personnel file twelve (12) months from the date of issue, provided that no additional disciplinary action has been taken against the employee. Any other records described herein will be removed from the employee's personnel file eighteen (18) months from date of issue, provided that no additional disciplinary action has been taken against the employee within one (1) year.

Upon request, an employee will be given a copy of any written disciplinary action or evaluation placed into his personnel file, except as provided herein. An employee will be permitted to insert written clarification or explanatory memoranda and attach such memoranda to the material found in the employee's personnel file.

In any case in which a verbal warning, written warning, suspension or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed immediately from the employee's personnel file.

Section 27.8 Personnel File An employee shall have access to his personnel file upon reasonable notice to the Human Resources Director. An employee shall have access to his/her personnel files during normal office hours of the custodian of the records.

The employee may be accompanied by his union representative in such inspection. It is understood between the parties that this access does not include pre-employment employer inquiries and reference checks and responses obtained during the pre-employment investigation. An employee may request up to five (5) single page copies of material in his personnel file at any time; however, after the initial copies, the employee shall bear the cost of any additional duplication of \$.25 per copy.

ARTICLE 28 LAYOFF AND RECALL

Section 28.1 Layoff. Reasons. Displacement Employees may be laid off as a result of a lack of work, lack of funds or job abolishment, but only after all scheduled part-time, temporary, seasonal employees in the bargaining unit have been laid off or terminated. For purposes of this Section, "job abolishment" shall mean the permanent elimination of a position from the Department. The Employer shall notify the Union and each affected employee(s) to be laid off at least fourteen (14) days before the date of layoff and will discuss with the Union's Bargaining Committee the effects on the remaining employees. Any layoff of an employee shall be instituted in accordance with the least Board seniority employees being laid off first.

When a job abolishment results in a layoff, the employer will choose the shift affected and abolish the slot containing the least senior staff on that shift. The affected staff will be given the following options, in any order:

- * Bump the least senior filled slot within the unit; OR
- * Bump the least senior filled slot on the affected shift campus-wide; OR
- * Choose from available vacancies on the campus; OR
- * Bump the least senior filled slot on campus on any shift.

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In the event an employee is unable to use any of the above options, the employee may either go to part-time on-call status or go on layoff status.

An employee bumped in accordance with the above language also has the right to exercise his seniority to bump as set forth above. Employees may only bump into slots containing like numbers of hours.

Section 28.2 Recall An employee laid off shall be placed on a recall list for a period of two (2) years or length of seniority, whichever is greatest. If there is a recall, employees who are still on the recall list shall be recalled in reverse order of their layoff. Any recalled employee required by management to have additional training to meet the position qualification in existence at the time of recall, must satisfactorily complete any additional training requirements within twelve (12) months of the recall. Any training required in this Section shall be at the employer's expense. If an employee is recalled to a position in a lower rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available. At the employee's option, he or she may by-pass part-time, temporary, seasonal, and sub jobs to the extent of exhausting his or her recall rights.

Section 28.3 Notice of Recall Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided in writing by the employee to the Employer,

Section 28.4 Return to Work The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt or attempted delivery of the recall notice in which to report for duty, unless a later date is specified in the notice of recall.

ARTICLE 29 ASSAULT LEAVE

Section 29.1 Assault Leave Any employee who is physically injured in an assault by a person enrolled or appearing for evaluation to be enrolled in a program or service operated by the Employer may apply for assault leave to be used in lieu of Universal Leave and may be granted such leave subject to the following conditions and limitations.

Section 29.2 Conditions The injury must have resulted from an actual or attempted assault by an enrollee during an agency function when the employee is working in an approved and proper manner or has gone to the aid of an employee being assaulted or in need of assistance to effectively restrain an enrollee or applicant. The incident which resulted in the injury must have been reported to the immediate supervisor at the time of its occurrence and an incident report submitted within the established guidelines for incident reports.

The injury or suspected injury must have been seen by a doctor within twenty-four (24) hours of its occurrence. If a doctor is seen during the employee's workday and the doctor authorizes the employee's immediate return to work or return to work at a later date, the employee will notify their supervisor as soon as possible, but in no event no later than four (4) hours prior to the

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starting time of their shift on the next day. This notification is for the purpose of scheduling other employees only.

Section 29.3 Days Allowed If the conditions above are applicable in a given instance and are met in full, the Employer will provide full compensation for each full and partial day of such absence for which there is not payment of Workers' Compensation to a maximum of five (5) working days per incident within seven (7) calendar days following. If a subsequent Worker's Compensation award is made effective to the first day of the absence for an injury resulting in absence, worker's compensation paid to the employee will be returned to the agency by the employee.

ARTICLE 30 TRAINING

Section 30.1 General Each employee will be encouraged to take training. Any employees who wish to be considered for training above and beyond that which is needed to maintain certification will fill out forms provided by the Program. Approval will be made on a first-come, first-served basis, subject to funding limitations for college course tuition reimbursement or seminars/workshops. \$3,000 will be placed in this fund each January and does not carry over to the next year.

Section 30.2 Tuition Reimbursement Education received at recognized colleges and universities, through seminars and workshops are recognized as an asset to the employees and the Department. In an effort to promote the accumulation of knowledge and skills these institutions offer, a Tuition Assistance Program is offered to defer the cost of job-related courses. The program is as follows and will be adopted for college training.

1. A request form will be filled out stating the school, course, probable cost per credit hour and starting date.
2. The employee will state the relationship of the course to the work he/she performs.
3. The Unit Coordinator will then certify the applicability of the course to the employee's work.
4. The Unit Coordinator will then certify the budget category the money will be drawn from and submit the form to the Program Director.
5. No program funds will be paid for any expenses incurred for college training except for tuition.

If the following conditions are met, then reimbursement will be processed:

1. The employee must complete the course with a 2.0 average. Reimbursement will be computed by the formula of: grade point average x 25 = % of reimbursement. Successful completion of a workshop or seminar is documented through a certificate or some other verification of the day's attendance and will be reimbursed at a rate of 75%.
2. A copy of the grade report, certificate or other verification submitted to the Comptroller or designee.
3. Proof is submitted that a minimum of 75% attendance at college classes is met. This can be accomplished with signatures and dates by the course instructor.

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Section 30.3 Workshops Attendance at additional workshops or conferences will be approved as needed and as relevant and determined by Program needs.

Section 30.4 Basic Training Those employees who do not possess basic training, such as a High School diploma or equivalent, at the time of adopting this Agreement, will receive whatever support is reasonable for completion of this training.

ARTICLE 31 NON WORK-RELATED LEAVE OF ABSENCE

Section 31.1 Leave Without Pay The Employer may grant a leave of absence to any employee for a maximum of one hundred eighty (180) calendar days for any personal reasons of the employee. Such leave may be extended or renewed beyond the one hundred eighty (180) days with the written approval of the Superintendent.

Leave may be granted for a maximum of two (2) years for purpose of education, training or specialized experience which would be a benefit to the Board service by improved performance at any level, or for voluntary service in a governmentally sponsored program of public betterment.

The granting of any leave of absence is subject to approval of the Superintendent. Employees will advise their supervisor in writing thirty (30) calendar days prior to the commencement of the desired leave, so that the various functions may proceed properly.

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while the employee is on leave will be terminated and/or displaced upon his return from such leave. The affected employee will be considered for other vacancies.

An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. If any employee fails to return at the expiration of an approved leave of absence, the Employer may take whatever action it deems appropriate.

Section 31.2 Maternity Leave An employee on maternity leave will notify the Employer in writing within thirty (30) calendar days after delivery of her decision to return to work. This date of return is to be within guidelines established under Family Medical Leave rights. If an employee is unable to return to work for personal health reasons after these rights are exhausted, the employee should contact the Human Resources Department to discuss disability options as defined elsewhere in this Article.

Section 31.3 Medical Leave / Disability Separation

When an employee has available paid leave and requires a medical leave for thirty (30) consecutive calendar days or more, the employee will be given the options of (in the order listed):

1. Leave without pay (maximum 60 work days);

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2. Available Universal Leave or old leave banks for the first thirty (30) days, followed by a maximum of sixty (60) days of leave without pay;
3. Available Universal Leave or old leave banks.

After exhausting all leave, the employee may request and the Employer may grant an additional unpaid medical leave of absence.

An employee who remains physically incapacitated, and who has utilized all available leave as set forth above, may request a voluntary disability separation. If an employee refuses to go on leave status, has no leave available, or refuses to request paid or unpaid leave, the Employer may place the employee on an unpaid disability separation, provided the employee is:

1. hospitalized or institutionalized for medical or psychological reasons;
2. in a period of convalescence following hospitalization by a treating, licensed medical practitioner at the hospital or institution; or
3. is declared incapacitated for performance of the duties of the position by a treating, licensed, medical practitioner.

Reinstatement rights following disability separation extend for three (3) years from the date the employee was disability separated. Upon reinstatement from disability separation, an employee will be returned to the same or to a similar position. Any appointment to a position vacated by disability will be on a temporary basis and the person accepting such a position must be made aware of its temporary nature. Should the employee returning from leave be reinstated to another position, the status of the temporary appointee will be determined by the Employer and the Human Resources Director. The displaced persons shall be considered for open positions.

Employees on unpaid medical leave or disability separation will be covered under the Board's/County's Insurance program for a total of ninety days following the end of the month in which the employee is not in active pay status unless otherwise extended by the Family Medical Leave Act per injury. After ninety (90) days, the Employer will assess if the employee can return to work, by requiring a certification from the treating licensed medical practitioner or examination provided by a doctor secured and paid for by the Employer. If possible, a date should be stated by the treating licensed medical practitioner when the employee will return. After ninety (90) days, the employee will be put on a bill-at-home basis and will be reinstated when they return to work.

If eligible, the Employer will assist the employee in applying for disability retirement benefits.

Section 31.4 Military Leave Federal and state laws shall govern military leave.

Section 31.5 Court Leave The Employer shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. Compensation for court or jury duty shall be submitted to the County Auditor upon return to active service, or as soon as possible thereafter. The County Auditor will give the employee a receipt for the same.

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Employees will honor any subpoena issued to them, including, but not limited to, those for Workers' Compensation, Unemployment Compensation, and State Employment Relations Board. Employees will provide notice to their Supervisor as soon as they receive a subpoena or notice of jury duty and provide a copy of the subpoena or notice of jury.

Universal Leave must be used if the attendance at court involves a personal matter of the employee.

ARTICLE 32 MISCELLANEOUS

Section 32.1 Evaluations All employees will be evaluated once per year.

Section 32.2 Testing for Substance Abuse Management reserves the right to intervene and order drug or alcohol testing including, blood, breath or urine of any employee who exhibits or has exhibited behavior which could be construed as "under the influence." Any tests will only be used as part of a discipline case. Referral for testing is not to be used as intimidation or a form of discipline. The test(s) records will not become part of the employee(s) personnel file.

Section 32.3 Overnight Work Any employee who is offered, in line of seniority, to work overnight with clients off campus will be paid a daily rate of not less than twenty four (24) hours at regular rate of pay for each day involved. Expenses including room, board and approved mileage during the stay will be paid by the Employer per limits established by the Board. If no employee is willing to accept the offer, management or their designee may do the work.

Section 32.4 Violations of Resident Rights Any time any bargaining unit member is accused of abusing or neglecting a resident, or other violations of residents' rights, an internal investigation will be conducted by per Board procedures with the employee involved and the Union will be notified. Once the investigation is completed, a report will be submitted to the Human Resources Director as to whether there is probable cause to support the charges. If a charge is supported, then a disciplinary hearing will be held. If there is no report of probable cause, the report and any other documentation will not become a part of the employee's personnel file.

Section 32.5 Contract Printing Management agrees to provide each Union Member with a copy of the collective bargaining agreement.

Section 32.6 Participation in Wellness Committee One (1) representative selected by the Bargaining Unit will be assigned to attend the Board of DD Wellness Benefits Committee meetings. Employees attending these meetings will be paid their regular rate of pay for the time involved.

Section 32.7 Religious Holidays The Employer will assist employees to observe religious holidays which have not been granted by this contract in a fair manner. The work schedule will be adjusted to accommodate the religious holiday so that the total number of revised hours shall not exceed the hours of the regular work schedule. The employee may also choose to use his/her Universal Leave for observance of holidays.

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Section 32.8 Retirement Coverage All employees will be covered under the Public Employees Retirement System and appropriate section of Ohio Revised Code related to the system.

Benefits include eligibility for retirement shall be according to the Ohio Revised Code.

Section 32.9 Leave Status and Attendance Any employee on Disability Leave, Administrative Leave or Extended Sick Leave as a result of illness or injury will not be allowed on program grounds until released by the physician to return to work. An employee in this status may attend meetings at the Administration Office upon request only.

Section 32.10 Meals The Employer will provide meals, snacks and beverages to all employees per the published daily menu established by the dietician.

ARTICLE 33 WAGES

Employees in the bargaining unit will receive no wage increase through the life of this agreement. However, if the Board approves a wage increase for non-bargaining unit employees and/or management contracts (excluding increases for promotions/job revisions/job title reassignments), employees in the bargaining unit will be provided the same increase. New base rate to begin on the first full pay period of April, 2015 shall be \$10.00. *In the event of a wage increase, the base hourly rate for DSP's will increase in equal percentage, not to exceed \$10.60.*

The Employer and the Union agree to a reopener of this Article for purposes of wages only in the event that the voters of Clark County approve a levy to provide additional funding for the Clark County Board of Developmental Disabilities. Such reopener negotiations shall commence within 21 (twenty-one) days of the date of the election at which the levy was approved.

Upon ratification for the life of this contract (2014-2017), base rates will increase at a minimum of 4% per addendum A. New rates to begin on the first full pay period in April 2015.

ARTICLE 34 SHIFT DIFFERENTIAL

A shift differential of \$.25 per hour beginning July 1, 1998, shall be paid for all hours worked on the second and third shift operations. The shift differential to be paid is determined by the shift on which the employee performs the majority of his/her work hours. Shift differential shall not be included as part of the calculation of pay for any paid time off. Shift premium shall not be added (pyramid) to any other premium pay status, e.g. overtime.

ARTICLE 35 TENURE BONUS

Employees shall receive tenure bonus according to the following scale:

\$.30/hour 10-14 years	\$.40/hour 20-24 years
\$.35/hour 15-19 years	\$.45/hour 25 years +

ARTICLE 36 INSURANCE COVERAGE

Section 36.1 Hospitalization and Major Medical/Dental & Prescription The Board will provide full-time employees with hospitalization and major medical coverage in accordance with the Board health plan. The Board will provide dental coverage with the Board paying the rate established by the Board health plan. Prescription drugs are covered under the major medical program, or through a mail-in program. This coverage will apply to all bargaining unit members and their dependents for employees who enroll in the health insurance plan. Employees who desire to enroll in the dental plan must contribute the amount established by the Board health plan.

The Board will provide to eligible employees and dependents hospitalization and major medical coverage in accordance with the Board health plan.

The Board will provide voluntary dental coverage on the basis of the Board paying eighty percent (80%) of the single dental rate. Employees who wish family coverage will pay the difference between the Board contribution and the family rate.

Section 36.2 Changes to Coverage/Rates If premium rates increase over the course of this Agreement, the parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

It is further agreed and understood that during the term of this Agreement, individual carriers/providers may, through no fault of the Board, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier at the same or similar level of benefits with the appropriate premium rates subject to the premium rate applied herein.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider. All such changes would be referred to the insurance committee.

Section 36.3 Rate Increases The Union understands and agrees that any increases in the premium rates for health insurance premiums shall be a factor considered in the total economic proposals, including wages for negotiations in 2017. Any premium increases which may be implemented during the period of this Agreement shall also remain subject to the wages in 2017.

Section 36.4 Appeals Appeals regarding the payments of insurance claims must be processed through the appeals procedure in the Board benefits program and may not be submitted through the grievance procedure.

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Section 36.5 Life Insurance The Clark County Board of DD will provide, at no cost to the employee, life insurance coverage and accidental death and dismemberment coverage.

Section 36.6 Employee Assistance Program An Employee Assistance Program for eligible employees and dependents will be available.

Section 36.7 Deferred Compensation Program The Board will provide two (2) Deferred Compensation Programs for all eligible employees.

Section 36.8 Disability Program The Employer will continue to provide at the employee's cost a short-term Disability Program through payroll deduction.

Section 36.9 Eligibility for Benefits All full-time permanent employees are eligible for the above-listed benefits. All part-time employees are eligible for the benefit package to the extent required by law. All other employees are not covered.

ARTICLE 37 SAFETY

Section 37.1 General Duty Occupational health and safety are the mutual concern of the Employer, the Union and the employees. The Union will cooperate with the Employer in encouraging employees to observe applicable rules and regulations. Employees or the Union shall report safety and health violations of which they are aware to their supervisor.

Section 37.2 Employer Responsibilities It is the responsibility of the Employer to provide safe working conditions, tools, equipment, and working methods for their employees. The supervisor must correct unsafe conditions. Management must see that all safety rules and good working methods are used by its employees.

Section 37.3 Employee Duties/Responsibilities It is the duty of all employees to wear assigned safety gear and to use appropriate safety equipment and to follow all safety rules and safe working methods. Employees are responsible for the proper use and care of the equipment, tools and vehicles provided along with the responsibility of reporting any unsafe working conditions to the appropriate supervisor.

Section 37.4 First Aid Management will provide and maintain at least one fully stocked first aid kit on each floor at each location in a well-marked area.

Section 37.5 Safety Committee There shall be established a safety committee. The Committee shall hear safety complaints, make recommendations for the prevention of accidents, and may review accident reports. The safety committee shall consist of four (4) members, two (2) each representing management and union. The safety committee may review issues regarding vehicles, equipment, resident behavior and special staffing needs as these matters directly relate to safety issues.

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ARTICLE 38 PROFESSIONAL LIABILITY INSURANCE

Section 38.1 Employer Obligations The parties understand that employees, as agents of the Employer, are protected by the provisions of Revised Code Chapter 2744. The Employer is thereby obligated to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties.

Section 38.2 Liability Insurance Although both parties recognize that the Employer is not obligated to carry professional liability insurance, the Employer agrees to provide the Union a copy of the current policies for professional liability insurance upon the written request of the Union.

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EXECUTION

This Agreement, signed this September 2nd, will be in full force effective from March 12, 2014, through March 11, 2017.

FOR THE UNION – UAW (International Union, United Automobile, Aerospace, & Agricultural Implement Workers of America)

FOR MGMT – BOARD OF DD (Clark County Board of Developmental Disabilities)



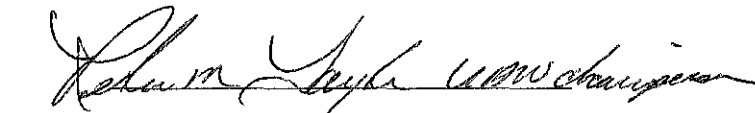
Tod Turner, UAW Staff



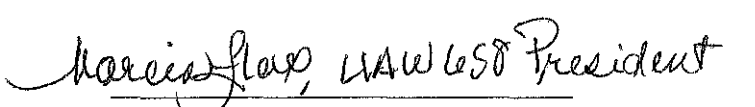
Jennifer Rousculp-Miller, Superintendent

UAW Negotiating Committee:

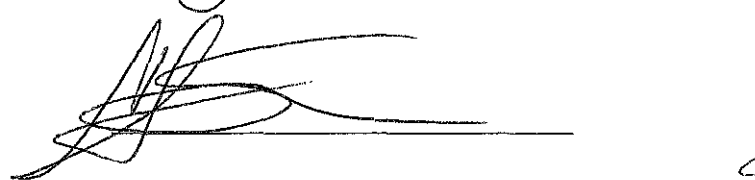
Board Negotiating Committee:

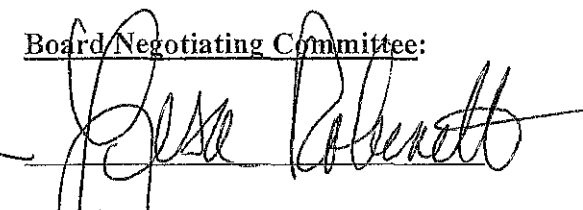


Sharon Lyle, UAW Chairman




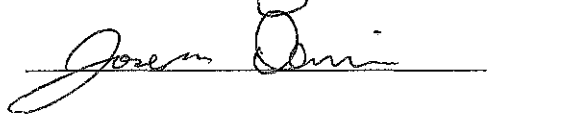
Marcia Glax, UAW 658 President

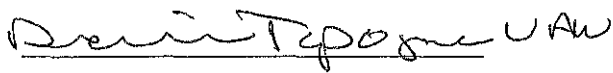




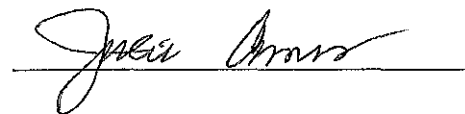
Brad E. Bennett



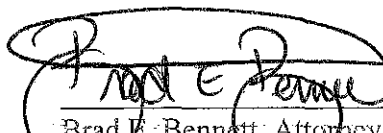




Devin Trogone, UAW



Board Labor Counsel:



Brad E. Bennett, Attorney at Law
FISHEL HASS-KIM ALBRECHT LLP

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ADDENDUM A

CURRENT	NEW RATE	YEARS OF SERVICE	INCREASE TO CURRENT
\$ 9.00	\$ 10.00	1	11%
\$ 9.18	\$ 10.10	2	10%
\$ 9.09	\$ 10.20	3	12%
\$ 9.55	\$ 10.30	4	8%
\$ 9.55	\$ 10.40	5	9%
\$ 9.94	\$ 10.50	6	6%
\$ 10.00	\$ 10.60	7	6%
\$ 10.30	\$ 10.80	8	5%
\$ 10.30	\$ 10.90	9	6%
\$ 10.38	\$ 11.00	10	6%
\$ 10.59	\$ 11.10	11	5%
\$ 10.80	\$ 11.30	12	4%
\$ 11.02	\$ 11.50	13	4%
\$ 12.29	\$ 12.80	14	4%
\$ 12.54	\$ 13.05	15	4%
\$ 12.79	\$ 13.25	16	4%
\$ 13.04	\$ 13.50	17	4%
\$ 13.06	\$ 13.55	18	4%
\$ 13.07	\$ 13.60	19	4%
\$ 13.55	\$ 14.10	20	4%
\$ 13.60	\$ 14.20	21	4%
\$ 13.87	\$ 14.35	22	4%
\$ 14.12	\$ 14.65	23	4%
\$ 14.65	\$ 15.15	24	4%
\$ 15.22	\$ 15.75	25	4%
\$ 15.27	\$ 15.80	26	4%
\$ 15.83	\$ 16.43	26A	4%
\$ 16.46	\$ 17.00	27	4%
\$ 17.09	\$ 17.77	28	4%
\$ 17.66	\$ 18.29	29	4%
\$ 18.23	\$ 18.90	30	4%