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AGREEMENT
BETWEEN
THE HARRISON COUNTY BOARD OF DD
AND OAPSE, CHAPTER 781

JANUARY 1, 2016
TO
DECEMBER 31, 2019

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PREAMBLE / PURPOSE

This Agreement, entered into by the Harrison County Board of Developmental Disabilities, County of Harrison, Cadiz, Ohio, hereinafter referred to as the "Board", and the Ohio Association of Public School Employees, AFSCME, AFL-CIO, and Chapter 781, hereinafter referred to as the "Union", has as its purpose the following:

SECTION 1. To achieve and maintain a satisfactory and stabilized employer-employee relationship; to promote improved work performance; and to maintain efficiency and economy in the providing of services and program.

SECTION 2. To provide for the peaceful and equitable adjustment of differences which may arise without causing any interference or disruption to the operations of the Board.

SECTION 3. To attract and retain qualified employees by providing those wages and benefits compatible with the financial resources and goals and objectives of the Board.

SECTION 4. To assure the effectiveness of service by providing an opportunity for employees to meet with the Board, either individually or through their representatives, to exchange views and opinions on policies and procedures affecting the condition of their employment, subject to the Ohio Revised Code, State and Federal laws, and the Constitution of Ohio and the United States of America.

SECTION 5. To provide an opportunity for the Union and the Board to negotiate as to wages, benefits, and conditions of employment. This Agreement only pertains to employees within the bargaining unit defined hereunder.

ARTICLE 1
RECOGNITION

SECTION 1. The Board recognizes the Union as the sole and exclusive representative for all non-professional employees including those in the following classifications:

Workshop Instructor Bus
Driver
Bus Aide Teacher's
Aide Van Driver
Bus Mechanic/Building and Grounds Maintenance
PreSchool Custodian
Community Employment Coordinator

SECTION 2. Notwithstanding the provisions of this Article, management, professional, confidential, supervisory, casual, temporary, and seasonal employees shall not be included in the bargaining unit. The following classifications are examples of those excluded from the unit:

Superintendent Workshop
Director Administrative
Secretary Workshop Account
Clerk

SECTION 3. In the event a new classification is established which is similar to those in the bargaining unit, the Board and the Union will meet as soon as practicable for the purposes of determining whether or not it should be included in the bargaining unit. If the parties are unable to reach agreement, the matter shall be referred to the State Employment Relations Board. If agreement is reached that the position should be included in the unit, or if SERB orders its inclusion, the parties shall meet as soon as practicable thereafter in order to negotiate an appropriate rate of pay.

ARTICLE 2
NEGOTIATION PROCEDURES

If either the Union or the Board desires to modify or amend this Agreement, they shall give written notice of such intent to the other party no earlier than ninety (90) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be made by certified mail with return receipt. Neither party shall be obligated to commence negotiations prior to sixty (60) calendar days before the expiration of this Agreement. Negotiation procedures between the parties shall be as follows:

1. All negotiation sessions will be held in the Board's main conference room in the Administrative Building unless the parties hereto mutually agree otherwise.

2. The Board and the Union shall select the members of their respective bargaining teams; however, each team shall be limited to no more than four (4) representatives each, of which no more than three (3) may be employees of the Board. Each team may also designate one (1) alternate team member. Once selected, the parties shall exchange a written list of such names. Additional persons may only be added to a team on an ad hoc basis and when specific items are being discussed which require the attendance of such person(s)

3. The Chief Negotiator of either team may permit members of such team to speak on specific issues and may appoint a substitute spokesperson when absent from all or any part of a session.

4. Negotiation sessions shall commence at 5:00 P.M. unless otherwise mutually agreed and the date and length of each session shall be scheduled by the parties on an as-needed basis.

5. Each team shall be responsible for its own notes during negotiation session except that no mechanical recordings shall be permitted.

6. Any tentative agreement(s) reached by the parties shall be reduced in writing and initialed by the Chief Negotiator for each team as well as a duly authorized representative. It is specifically understood by the parties that any such tentative agreement(s) are not final and binding until duly ratified by the Board and the Union. The Union bargaining team shall present any such tentative agreement(s) to its membership and the Board bargaining team shall present any such tentative agreement(s) to the Board with a recommendation for ratification.

7. It is agreed that during negotiations, neither the Board nor the Union shall issue any statements or remarks to the news media unless mutually agreed to by the parties prior to its issuance.

8. A caucus may be called at any time during negotiations by the Chief Negotiator for either negotiating team.

9. Any reasonable requests for information shall be made in writing by the team so requesting.

10. Any written proposals or information submitted by one (1) bargaining team for consideration during negotiations shall be where practicable in sufficient quantity so as to provide a copy for each member of the other bargaining team.

11. The Board and the Union shall exchange their proposals at the first negotiation session. No new items may be proposed for negotiations after the first session, although either party may submit their counter proposals to initial proposals. Before negotiating economic issues, all non-economic issues should be resolved.

12. The parties agree to the following mutually agreed upon and exclusive dispute settlement procedure, which shall operate in lieu of any and all dispute settlement procedures set forth in O.R.C. Chapter 4117:

If, during the period of thirty (30) calendar days before the expiration date of the current collective bargaining agreement, the parties are unable to reach agreement, then either party may request mediation by seeking the services and assistance of the Federal Mediation and Conciliation Service (FMCS). Such request for mediation must be in writing and signed by the party so requesting. After mediation is requested, negotiations shall be conducted using the conciliation and mediation services to the extent available through FMCS until settlement is reached between the parties or until expiration of the Agreement whichever occurs first.

ARTICLE 3
NON-DISCRIMINATION

SECTION 1. Neither the Board nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, disability, or national origin. The Union shall share equally with the Board the responsibility for applying this Article of the Agreement.

SECTION 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 3. When a bargaining unit employee files a grievance alleging violation of this Article, no parallel appeal to another agency shall be made prior to the Step 2 grievance meeting. Should the employee, at that point, file a complaint with either EEOC or OCRC, the grievance procedure shall be suspended. The subsequent disposition of the complaint by EEOC or OCRC shall be considered resolution of the grievance.

SECTION 4. The Board agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Board shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

SECTION 5. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

SECTION 6. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit, regardless of Union membership.

SECTION 7. The Union recognizes that the Board must comply with the requirements of the ADA even where a conflict may exist between the ADA and this Agreement. In the event such a circumstance arises, the Board shall meet with the Union to discuss the matter. Should the parties disagree, the Board shall then take any action it believes necessary to provide reasonable accommodation and otherwise comply with the Act. The Union may submit the matter to arbitration beginning at Step 3.

ARTICLE 4

UNION RIGHTS

SECTION 1. The Board agrees to allow two (2) employees to take paid vacation or personal leave or unpaid leave of absence for a period not to exceed three (3) working days in order to attend the OAPSE Annual Conference. Application for such leave must be made at least two (2) weeks in advance and shall be approved by the Superintendent unless such leave would unduly interfere with the operation of the Department or its programs.

SECTION 2. Non-employee representatives of the Union upon forty-eight (48) hours advance notice to the Superintendent or his designee may meet with employees of the bargaining unit in non-work areas provided that such meetings do not interfere with Department program.

SECTION 3. The Board agrees to provide the Union with space for a bulletin board in each of its two (2) buildings. The Union shall be responsible for the posting and maintenance of such board, which shall be neat in appearance at all times. All postings must have the signature of the Local Union Chapter President in order to be authorized. Unauthorized postings, including postings, which do not directly relate to legitimate Union business such as personal, scandalous or derogatory attacks, shall be immediately removed by the Board. Violations of this Section shall result in the Union and Board negotiating suitable alternatives.

SECTION 4. The employee Union Representative shall not interrupt the normal work duties of other employees. However, Union Representatives (employee and non-employee) shall be granted access to any and all buildings operated by the employer. Union Representatives shall be accorded the use of the employer's telephone while conducting Union business, which shall be during non-working hours (lunch, breaks, etc.). However no long distance calls shall be charged to the employer.

SECTION 5. The Board agrees to allow the Union access to buildings and/or equipment pursuant to the Board's policy for the public. The fees will be waived except for the copier.

SECTION 6. The Association shall be furnished with a copy of the job description of each classification covered under the terms of this Agreement. Prior to any change in any job description covered under this Agreement, the Board shall meet with the Association and accept input about such possible change.

Each classification's job description shall only contain duties specific or related to that classification.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 1. It is agreed by the parties that this Agreement does not delegate, surrender or abridge any of the statutory rights of the Board except as such rights may be specifically limited by the express terms of this Agreement.

SECTION 2. Nothing herein shall be construed to restrict any Constitutional, statutory, legal or inherent exclusive appointing authority rights with respect to matters of general

legislative or managerial policy. The Board shall retain the right and the authority whether exercised or not to administer the business of his departments and, in addition to other functions and responsibilities which are not specifically modified by the express terms of this Agreement, it shall be recognized that the Board has and will retain the full right and responsibility to direct operations, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, abolish, recall, reprimand, suspend, discipline for cause, and to maintain order among employees;
- B. To manage and determine the location, type, and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Board's goals, objectives, programs and standards of school service, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- D. To determine the size and composition of the work forces, staffing patterns, and organizational structure;
- E. To determine the hours of work, work schedules, and to establish the necessary work rules, policies, and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof,
- H. To determine the budget and uses thereof,
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions in emergency situations;
- K. To maintain the efficiency of operations;
- L. To exercise complete control and discretion over the organizational structure and the technology of performing the work required;
- M. To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 6

NO STRIKE/NO LOCKOUT

SECTION 1. Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Board and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Harrison County.

SECTION 2. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other concerted interruption of operations or services by the Board by its members or employees of the bargaining unit. When the Board notifies the Union that any of its members are engaged in any activity, as outlined above, the Union shall immediately publicly disclaim approval and conspicuously post a written notice over the signature of an authorized representative of the Union to the effect that a violation is in progress. Such notice shall also instruct all employees to immediately return to work.

SECTION 3. The Board agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit.

SECTION 4. While the Union and/or employees are engaged in any activity in violation of this Article, the Board will not meet, negotiate, and/or discuss any issues or matters, which may be in dispute.

SECTION 5. Any employee found to be in violation of this provision may be subject to disciplinary action up to and including discharge. Nothing in this Article or procedure, however, prohibits the Board from seeking any other remedies of law.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 1. The term "grievance" shall mean an allegation by a bargaining unit employee, or the Union in matters that affect a group of employees or the entire bargaining unit, that there has been a specific breach, misinterpretation, or improper application of the specific Articles or Sections of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of Federal and/or State laws and/or by the United States or Ohio Constitution.

SECTION 2. A grievance must be submitted to the formal grievance procedure within seven (7) workdays after the incident occurs giving rise to the grievance or after the grievant reasonably should have known of the incident. In no event may a grievance be submitted more than thirty (30) working days after the incident occurred.

SECTION 3. All grievances must be presented at the proper step and time in progression, in order to be considered at the next step.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Board's representatives within the stipulated time limits shall be considered to have been denied and may be advanced by the employee to the next step in the grievance procedure.

Time limits set forth herein may only be extended by mutual agreement.

SECTION 4. All written grievances must be filed on the grievance form attached as Appendix A and must contain the following information in order to be considered a valid grievance:

- (1) description of incident giving rise to the grievance
- (2) identification of the Article or Articles of Agreement alleged to have been violated
- (3) specific and complete desired remedy to resolve grievance (no additional remedy may be claimed once the grievance is filed at Step 2)

SECTION 5. The following steps shall be followed in the processing of a formal grievance:
STEP 1. The grievance must be submitted in writing to the aggrieved employee's immediate supervisor within the time limits set forth in Section 2 herein. It shall be the responsibility of the immediate supervisor to investigate the matter and provide a written statement within seven (7) workdays following the day on which the supervisor was presented the grievance.

STEP 2. If the grievance is not resolved in Step 1, it may then be appealed by the grievant to a meeting between the Superintendent and the aggrieved, with or without a representative of the local Union. The appeal in Step 2 must take place within seven (7) workdays of the response in Step 1. The

Superintendent shall respond to the aggrieved within ten (10) workdays. The Superintendent shall provide a copy of his/her response to the Local Union President. No grievance settlement shall be in conflict with the language of this Agreement.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, the union may submit the grievance to FMCS grievance mediation within ten (10) workdays of receipt of the Step 2 Superintendent's response. The notice of mediation request shall be sent to the Superintendent. The parties shall attempt to mutually agree to a federal mediator, and if unable to do so shall petition FMCS to appoint a mediator. The mediator shall conduct a mediation session(s) pursuant to FMCS grievance mediation rules. The mediator shall not have the authority to bind the parties in any way.

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STEP 4. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon request of the Union in accordance with this Article. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of ten (10) work days from the date final action was taken on such grievance under Step 3 in the grievance procedure and any grievance not submitted and received by the Board in writing within such period shall be deemed settled on the basis of the last answer given by the Board.

A. Upon receipt of a notice to arbitrate, the Board or the Union shall within five (5) working days request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial qualified persons to act as Arbitrator in accordance with its then applicable rules and regulations. The parties shall meet within fifteen (15) workdays of the receipt of the FMCS list to select an Arbitrator. The Arbitrator shall limit his or her decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and he shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this agreement.
2. Limiting or interfering in any way with the powers, duties, responsibilities of the employer under applicable law not inconsistent with this Agreement.
3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Board so long as such practice, policy, rules, or regulations do not conflict with this Agreement.
4. Concerning changes in any wage rates, the establishment of wage scales, rates on new or changed jobs, except as provided for in this Agreement.
5. Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.

B. The question of arbitrability of a grievance may be raised by either party on or before the day of arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will then be heard on the merits.

C. The decision of the Arbitrator resulting from an arbitration of grievances hereunder shall be rendered within thirty (30) calendar days of the arbitration hearing and shall be in writing and sent to the Board and the grievant. The decision of the Arbitrator shall be

binding upon the employees , the Board and the Union.

D. The cost of the services of the Arbitrator, the cost of any proofs produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing rooms, shall be borne equally. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required under the terms of this Agreement for such hearings shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

E. The Arbitrator shall not recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. In the event of a monetary award, the Arbitrator shall limit any retroactive pay award to the original date the grievance occurred.

SECTION 6. When an employee covered by this Agreement represents his or her self in a grievance, no settlement shall be in conflict with any provision of this Agreement. An employee shall have the right to self-representation at all steps of the Grievance Procedure. In the event that an employee chooses self-representation, a Union representative shall have the right to be present at the adjustment of any grievance. However, if an employee chooses to be represented, such representation shall only be by the Union. There shall be no reprisals by the Board or the Union against any employee for participating in the Grievance Procedure.

ARTICLE 8

DISCIPLINARY PROCEDURE

SECTION 1. Disciplinary action shall be for just cause and may include: (a) verbal warning; (b) written warning; (c) suspension without pay; (d) reduction in pay and/or position; (e) discharge from employment.

SECTION 2. The tenure of every employee of the Board shall be during good behavior and efficient service. No employee shall be reduced in pay or position, suspended or removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, violation of Board policies or rules, or any other failure of good behavior during hours of actual employment. However, employees may be disciplined for their misconduct outside of working hours, which is committed against the Employer (e.g. theft, vandalism, etc.). In all disciplinary cases involving suspension, reduction in pay, or termination, the employee shall have the right to a predisciplinary conference instituted by the Board prior to the disciplinary action. Discipline shall not be imposed until the employee, or his/her representative, shall have had the opportunity, during such conference, to question any witness to any incident for which such pre-disciplinary conference is called provided said witness is reasonably available. The employee will be advised of the nature of the charge or charges in writing and may have Union representation if the employee so requests.

SECTION 3. The degree of discipline administered will depend upon the nature and seriousness of the offense and the employee's past record of discipline and performance.

SECTION 4. The appeal of a disciplinary action of a non-probationary bargaining unit employee shall be made and processed at Step 2 of the grievance procedure. However, oral or written reprimands may not be taken to arbitration under Step 3 of the grievance procedure. The Board agrees that all procedures carried out pursuant to this Article shall be in a business-like manner.

ARTICLE 9
PROBATIONARY PERIODS

SECTION 1. The purpose of a probationary period is to make sure the employee can and will perform satisfactorily and to provide a period of training, supervising and counseling by the supervisor to help the employee succeed. It is a time for the Board to review the employee's progress and to make a determination as to whether the employee will be permitted to remain in his or her position.

SECTION 2. Every newly hired employee will be required to serve a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Board and shall continue for a period of one hundred eighty (180) calendar days, excluding time spent on leaves of absence. Any new employee who does not perform satisfactorily during the probationary period will be released from the service of the Board without recourse by the Union or the employee to the Grievance and Arbitration procedure in this Agreement, or the State Personnel Board of Review.

SECTION 3. The probationary period for an employee who changes classifications shall begin on the first day for which the employee receives compensation for the new position and shall continue for a period of thirty (30) calendar days, excluding time spent on leave of absence.

SECTION 4. Probationary newly hired employees may not join the Union until they have satisfactorily completed their new hire probationary period.

SECTION 5. An employee who changes classifications and fails to complete the thirty (30) day probationary period may be returned to his or her former classification at any time during this probationary period and shall have no right of appeal. An employee who changes classification shall have the right during the first thirty (30) calendar days of the probationary period to voluntarily return to his or her former classification.

SECTION 6. Probationary employees shall not be eligible to bid on any other position until they have successfully completed their probationary period.

ARTICLE 10
PERSONNEL RECORDS

An employee may examine his or her personnel file in the presence of the Superintendent or his or her designee on non-work time upon reasonable advance notice and provided such examination does not unduly interfere with Board operations. In no event shall an employee be

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denied such an examination for more than twenty-four (24) hours after the request unless due to an emergency or weekends.

Employees must notify the Superintendent or his or her designee in writing of any change in name, address, home telephone number, marital status, citizenship, tax exemptions or affiliation with any branch of the armed forces as soon as practicable after such change is made or known to the employees.

An employee shall have the right to file and have attached an answer or comment to any materials included in the personnel file. Anonymous material shall not be placed in an employee's personnel file. Written disciplinary actions will not have any force and effect after two (2) years from the effective date of the action provided there are no intervening disciplinary actions.

ARTICLE 11
SENIORITY

SECTION 1. Seniority shall be defined as an employee's uninterrupted length of continuous service with the Board. An employee shall have no seniority for the probationary period as provided in Article 9 of the Agreement, but upon completion of the probationary period seniority shall be retroactive to the date of hire.

SECTION 2. A termination of employment lasting more than thirty (30) days shall constitute a break in continuous service and accumulated seniority.

SECTION 3. An authorized leave of absence does not constitute a break in continuous service provided the employee returns to active service following the expiration of the leave.

SECTION 4. Seniority shall also be broken when an employee resigns unless reinstated within one (1) year of separation or when an employee is discharged.

ARTICLE 12
LAYOFF AND RECALL

SECTION 1. When it becomes necessary to reduce the number of employees in the bargaining unit, the Board shall determine in which classification(s) such reduction shall occur. Reductions shall take place in the reverse order of seniority in the classification(s) affected with the least senior employee in the classification affected first.

SECTION 2. In the event of an anticipated reduction in bargaining unit employees, the Board shall notify those employees affected no later than fourteen (14) calendar days prior to the effective date. Copies of all recall notices shall be sent to the President of the Local Union Chapter.

SECTION 3. Employees affected by reductions under this Article who do not possess enough seniority to maintain a position in his/her classification may displace any less senior employee in the bargaining unit provided he/she has the necessary certification and qualifications at the time of notification of layoff.

SECTION 4. Employees affected by reductions under this Article shall continue to accrue seniority for purposes of length of services as long as they have recall rights for twentyfour (24) months from the time of actual layoff. Layoff of an employee shall not constitute a break in the employee's continuous service or seniority provided the employee has completed his/her initial probationary period.

SECTION 5. Laid off employees shall be recalled into their classification, as vacancies occur, in order of their seniority. No employees shall be hired, transferred or promoted into a classification until all employees who are laid off from that classification possessing recall rights have been recalled.

ARTICLE 13
JOB POSTING AND BIDDING PROCEDURES

SECTION 1. Whenever the Board determines that a job vacancy exists in the bargaining unit which it desires to fill, the Board shall, within ten (10) days of the Board's decision to fill the position, post a notice of opening for seven (7) consecutive calendar days. A copy shall also be provided the

local president. This notice shall contain a job title, work schedule, required qualifications for the position, location and deadline for submitting a bid. Employees who wish to be considered for the posted position must file written application with the Superintendent by the end of the posting period. The Board will not consider any applications submitted after the posting period. Positions to be filled from within the bargaining unit shall be filled within thirty (30) days from the close of the posting of the notice unless operationally impracticable due to minimum program and/or legal requirements.

SECTION 2. All timely filed applications will be reviewed by the Board and selection will be made on the basis of skill, ability to perform the work involved, and each employee's past performance ratings. If the skill, ability to perform the work, and past performance ratings of two (2) or more employees is determined by the Board to be equal, then seniority shall govern.

SECTION 3. In the event that no applications are received or none of the applicants adequately meet the qualifications or requirements for the posted position, the Board may fill the vacancy by hiring a new employee.

SECTION 4. Any employee promoted under the provisions of this Article shall serve a promotional probationary period in accordance with the applicable Article and Sections of this Agreement.

SECTION 5. No employee shall be eligible for promotion under the provisions of this Article who has not successfully completed the new hire probationary period.

ARTICLE 14

HOURS OF WORK

SECTION 1. The work week will generally consist of five (5) consecutive days, Monday through Friday, and the workday will consist of hours as scheduled by the Board.

SECTION 2. For purposes of overtime calculation, hours worked in the normal work week or normal work day shall include all hours in active pay status except hours paid for Sick Leave.

SECTION 3. Employees who are unable to report to work must notify their immediate supervisor or other representative designated by the Board at least one (1) hour prior to the start of the normal shift unless prevented from doing so due to a bona fide emergency. Employees who arrive late or otherwise fail to properly report to work shall be subject to the Board's policy on tardiness or absences without leave.

SECTION 4. Employees regularly scheduled to work at least six (6) hours per day shall be granted a thirty (30) minute paid lunch break to be taken at such time as designated by his or her immediate supervisor.

SECTION 5. All bargaining unit employees who request to be offered "substitute work" within the bargaining unit, for which they are qualified, shall be offered this work prior to offering the work to individuals outside the bargaining unit, provided such priority does not interfere with program operations and shall receive pay commiserate with current hourly rate for the position in the current classification. This priority does not apply if such "substitute work" would result in an employee working more than 40 hours in a week. Employees shall notify the Superintendent in writing, by the first day of school each year, of their desire for substitute work. An employee who does

not notify the Superintendent by the first day of school will be added to the substitute list but does not have priority over individuals outside the bargaining unit. Employees who have priority (requested "substitute work" by the first day of school) may refuse additional work no more than four times or they lose their priority status (but stay on the substitute list). Reasons for declining that qualify as medical leave or a prior approved vacation or personal leave request will not be counted as a refusal. When an employee agrees to work as a substitute, that individual needs to report to the designated building immediately upon arrival to the program buildings.

SECTION 6. Covering Classes - Whenever possible, certificated personnel will cover classes. In an emergency, a Teacher Aide may be directed to cover a class for a brief time. If a Teacher Aide is directed to cover a class for a full day, the Teacher Aide will be compensated an additional \$15.00 per day. If a Teacher Aide is directed to cover a class for at least a half-day, but less than a full day, he/she will receive an additional \$7.50 per day. This rate may be adjusted in the event that the substitute instructor wages are adjusted.

ARTICLE 15

OVERTIME/CALL-IN/REPORT-IN PAY

SECTION 1. All hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½).

SECTION 2. For purposes of overtime calculation, hours worked in the normal work week or normal work day shall include all hours in active pay status except hours paid for Sick Leave.

SECTION 3. The assignment of overtime shall be in accordance with policy established by the Board. Said policy will attempt to distribute overtime opportunities as equally as practicable among qualified, available employees consistent with operational needs.

SECTION 4. If an employee is called back to work at times other than his or her regular shift to work hours which are not adjacent to hours he or she worked in the regularly scheduled shift, he or she shall be guaranteed two (2) hours work for such call back at the appropriate rate as determined by Section 1 of this Article.

SECTION 5. It is understood that nothing in this clause shall require payment for overtime hours not worked.

SECTION 6. When a scheduled employee reports for work to a regularly assigned shift and work is not available in the employee's classification, in order for the employee not to suffer loss of wages, the employee will be offered an available bargaining unit job if the employee is qualified.

SECTION 7. When an employee is directed by a Supervisor to perform the duties of another classification for a full day, he or she shall receive the higher of the two pay rates for all such hours.

SECTION 8. The Board shall make every reasonable effort to obtain a qualified substitute when any absence requires the assignments of the absentee's duties to other employees.

SECTION 9. Assignment of an employee to the duties of a lower paid classification does not excuse the Board from the obligations in Sections 7 or 8 above.

SECTION 10. No employee shall be required to use his/her personal vehicle to transport students or clients.

SECTION 11. Subject to the approval of the Board or its designee, employees who upon reasonable advance written request to the Superintendent on the Board's designated form, attend job-related in-service training sessions shall receive reasonable and necessary reimbursement.

SECTION 12. The Board shall provide a job description for each classification.

SECTION 13. The Board shall reimburse Bus Drivers the current fees (with valid receipt of expenditure) for purposes of acquiring or renewing a Commercial Driver's license. In addition, the Board agrees to reimburse Teacher's Aides the current fees per year or the current fees per four-year certification. Also, the Board shall pay any fees for in-service required by the Board.

ARTICLE 16

LEAVES OF ABSENCE WITHOUT PAY

SECTION 1. When an employee becomes physically incapacitated for the performance of the essential and necessary duties of his or her position, a "Medical Leave" may be requested by the employee or instituted by the Board.

The Board may require supporting medical evidence from a licensed physician to justify the need for medical leave. If the employee is hospitalized or institutionalized, the medical leave may be given without examination. An employee who has been given a medical leave shall have the right to be reinstated to the same or similar position as he or she held at the time of the leave within thirty (30) days after written application for reinstatement and after passing an examination made by a licensed physician showing that he or she has recovered from such disability.

Medical leave will be granted for a maximum period of six (6) months but may be renewed for an additional six (6) month period upon submission of an application to the Board requesting such extension and accompanied by supporting medical evidence from a licensed physician. The cost of any medical examinations for medical leave requested by the employee shall be paid by the employee. The Board may also institute medical examinations at the Board's cost to determine whether an employee should be placed on medical leave.

SECTION 2. An employee may be granted at the discretion of the Board a leave of absence without pay for a maximum period of one (1) year for purpose of education, training or specialized experience which would be of benefit to the operations of the Board by improved performance.

SECTION 3. The authorization of all leaves of absence without pay is a matter of administrative discretion. The Board, or other designated representative, shall decide in each individual case if a leave of absence is to be granted and the length thereof for leaves requested other than in Sections 1 and 2 of this Article.

SECTION 4. All leaves of absence without pay, and any extensions thereof, must be applied for in writing to the Board at least ten (10) calendar days in advance of the date on which the leave is requested to begin except in emergency leaves which shall be handled on an individual basis. A leave of absence shall be requested and authorized on a form designated by the Board.

SECTION 5. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where seniority is a factor.

SECTION 6. 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. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Board.

SECTION 7. An employee who fails to return to duty after a leave of absence shall be considered absent without pay and subject to disciplinary action. An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without notification to the Board, will be considered absent without leave and may be discharged for neglect of duty.

SECTION 8. An employee of the Board, who at any time absents him or her self from duty habitually, or for three (3) or more successive duty days, without leave and without notice to the Board of the reason for such absence, shall be subject to disciplinary action including dismissal.

SECTION 9. If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the Board may cancel the leave and direct the employee to report for work by giving written notice to the employee. The employee may also be subject to disciplinary action for falsification of the request for a leave of absence.

SECTION 10. An employee, subject to eligibility requirements of the FMLA, shall be granted or placed on up to twelve (12) weeks leave of absence per year. Said FMLA Leave may be coextensive with other leaves (e.g. sick leave, Workers' Compensation, etc.) and may be taken intermittently or on a reduced schedule when medically necessary, but shall not exceed a total period of twelve (12) consecutive weeks in any consecutive twelve month period. The Board shall comply with all Federal Laws in regard to the FMLA.

ARTICLE 17

LEAVES OF ABSENCE WITH PAY

SECTION 1. Sick leave of 4.6 hours is earned for each eighty (80) hours of active payroll status. Sick leave is not earned during hours of overtime worked. Sick leave is cumulative without limits.

SECTION 2. To notify the Board of his or her absence due to illness, an employee must notify the office at least one (1) hour before the regular starting time each day of absence unless unable to report due to emergency or extenuating circumstances. For each use of sick leave, an employee shall be required to furnish a satisfactory written, signed statement to justify the use of the sick leave. A signed physician's statement stating the nature of the illness is required if the absence exceeds two (2) consecutive days.

SECTION 3. Immediate family, by definition, shall include spouse, sister, child, brother, resident child for whom the employee is guardian, mother, father, grandparent, grandchild, mother-in-law, and father-in-law. Extended family, by definition, shall include all of the members of the immediate family and sister, brother, sister-in-law, brother-in-law, daughter in-law, son-in-law, stepparent, stepchildren and a non-resident person for whom the employee is guardian.

SECTION 4. Sick leave may be used, subject to the requirements of Section 2 above, as follows:

- A. Illness or injury of the employee or a member of the employee's immediate family.
- B. Death of a member of the extended family with the following limits:

maximum of five (5) days if death occurs within the state maximum of seven (7) days if death occurs out of state may be supplemented by use of personal leave if accumulated sick leave is insufficient to cover absence.

- C. Medical, dental or optical examinations, or treatment of the employee or a member of the immediate family.
- D. Exposure of an employee or a member of the employee's immediate family to contagious disease, which would jeopardize the health of others.

SECTION 5. Sick leave shall be used in minimum increments of one-half (1/2) hour and must be applied for on forms as prescribed by the Board.

SECTION 6. Any abuse of sick leave, including policies as established by the Board, or any unexplainable patterned use of sick leave shall be sufficient cause for an appropriate form of discipline.

SECTION 7. Employees who retire from the applicable retirement system, according to the rules and regulations established by the applicable retirement body, shall be compensated in a lump sum for that portion of unused sick leave up to the following level: fifty percent (50%) of all sick leave hours on credit, to a maximum of five hundred (500) hours. Said lump sum shall be calculated on the basis of the employee's annual wage on retirement. The employee is to give the Board at least sixty (60) calendar days advance notice of retirement to permit the Board to properly provide for payment of this benefit. Employees who have received retirement benefits payment under this Section shall not be eligible for sick leave re-crediting upon reemployment.

SECTION 8. Additional Sick Leave - When a bargaining unit member has zero (0) sick leave days and said member is in danger of exhausting these remaining days due to personal illness, he/she (or closest relative) may make a written request to the Superintendent for additional sick leave days once per year.

Upon receiving the request the Superintendent may request the OAPSE president to survey members of the bargaining unit to determine which members would be willing to voluntarily donate additional sick leave days to the person making the request. Additional sick leave days may be given to or from non-bargaining unit employees on a case-by-case basis as determined by the Superintendent.

The granting of additional sick leave days in this provision shall be at the sole discretion of the Superintendent, and the granting, or not granting of days by him/her shall not be grievable or legally challenged.

B. VACATION TIME

SECTION 1. Full-time employees shall be entitled to paid vacation after one (1) year of continuous service with the Board. The amount of vacation leave an employee will earn is based solely upon his/her length of service with the Board, and will be credited as follows:

Weeks Vacation (Credited

Years of Service at the End of the Year)

1 through 7	2
8 through 14	3
15 through 24	4
25 and over	5

Vacation earned during the previous year will be credited to the employee on his/her anniversary date of full-time employment with the Board. For example, employees earn two weeks vacation during their seventh year of service with the Board, and that vacation will be credited on the anniversary date marking the end of their seventh year of employment. The following year the same employee will earn three weeks of vacation, and that vacation time will be credited on the anniversary date following the employee's eighth year.

SECTION 2. For the sole purpose of determining an employee's vacation benefit upon separation from employment with the Board, the following accrual table will be used:

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<u>Annual Vacation</u>	<u>80 Hours Pay Period</u>
2 weeks	3.1 hours
3 weeks	4.6 hours
4 weeks	6.2 hours
5 weeks	7.7 hours

SECTION 3. Vacation leave is accrued only to determine an employee's benefits upon his retirement or upon separation from service. Upon separation from service, retirement or death, an employee will be paid in one lump sum for accrued as well as earned but unused vacation. Vacation should be used in the year following its accrual. An employee shall not be permitted to carryover, at calendar year's end, more than one (1) year of accrued vacation except under special circumstances and at the discretion of the Board.

SECTION 4. During the first month of each calendar year, employees will be given an opportunity to indicate, on a form provided, their vacation leave preferences. Thereafter, a written vacation schedule will be prepared. In case of conflict, seniority shall prevail unless a bona fide operational necessity precludes the use of seniority as the determining factor. Once a vacation schedule is determined, it shall not be changed without the consent of the Superintendent except in response to an operational emergency. Any employee who fails to make vacation application during the appropriate period or wishes to change the time of vacation will be granted vacation leave at the convenience of the Board.

SECTION 5. Vacations shall be scheduled in advance and must be taken in one (1) day increments.

C. COURT LEAVE WITH PAY

SECTION 1. The Board shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision other than when an employee is a party. All compensation received for such court or jury duty is to be remitted by the employee to the Board.

SECTION 2. When an employee is released from court or jury duty prior to the end of his scheduled work day, he shall report to work for his remaining scheduled hours if, after reasonable travel time, one (1) hour or more remains in the employee's normal work day. When an employee is required to report for court or jury duty after the start of his regularly scheduled work day, he shall report to work and shall be released from work in sufficient time to appear in court.

SECTION 3. In order to be eligible for payment under this Article, the subpoenaed employee must notify his or her supervisor within seventy-two (72) hours after receipt of the subpoena or a notice of selection for jury duty and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

SECTION 4. If an employee is cited for a violation while operating a county vehicle, the time of court appearance shall be deducted from his or her vacation accrual. Such vacation time shall be restored if the employee is acquitted, found innocent or if the charge is dropped or withdrawn.

SECTION 5. It is not considered proper to pay employees when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters, such as traffic courts, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences are considered leave without pay unless an employee uses vacation time or personal leave for this type of absence. Advance notice shall be provided to the Board in the case of such absences so that necessary operational changes may be made which shall be no less than twenty-four (24) hours after the employee has notice of the appearance date and time.

D. MILITARY LEAVE

SECTION 1. An employee required to serve on a National Guard or Reserve Unit for training periods or emergency service shall be paid the difference, if any, between his regular military pay and his straight time pay for the hours he would otherwise have been scheduled to work for periods not to exceed a maximum of twenty-two (22) working days per year.

SECTION 2. The employee is required to submit to the Board an order or statement from the appropriate military commander as evidence of such required duty and the amount of compensation so received.

E. PERSONAL LEAVE

SECTION 1. Each full time bargaining unit employee shall be afforded three (3) paid personal leave days per contract year which may be used in one-half (1/2) day increments and shall be non-cumulative for the purposes of conducting personal business. Except in cases of bona fide emergencies, personal leave days must be requested at least seventy-two (72) hours in advance to the Superintendent or his designee.

SECTION 2. Personal leave not taken prior to the end of each calendar year shall be credited to the employee's sick leave accumulation.

SECTION 3. Employees who have requested a personal leave day on days which are declared calamity days shall not have such days deducted from their personal leave and shall be compensated in accordance with Article 19 of this Agreement.

F. MATERNITY LEAVE

SECTION 1. An employee requesting unpaid leave for pregnancy or maternity shall be accorded the same consideration as any employee requesting unpaid leave for any other medical disability.

ARTICLE 18

HOLIDAYS

SECTION 1. All full-time twelve (12) month employees of the bargaining unit shall be entitled to the following holiday:

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Day before Thanksgiving

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

SECTION 2. All full-time nine (9) month employees of the bargaining unit shall be entitled to those holidays listed in Section 1 with the exception of Independence Day.

SECTION 3. Employees who are eligible for holiday pay and who are not required to work the holiday shall receive their regular rate of pay for the hours, which would have been scheduled for that day. Employees who are eligible for holiday pay and who are required to work the holiday shall receive their regular rate of pay for the hours which would have been scheduled for that day and additional pay at the rate of one and one-half (1/2) times the employee's regular base hourly rate.

SECTION 4. If an employee is on vacation leave on a day observed as a holiday, the employee will receive holiday pay and will not be charged for vacation for that day. Employees in any unpaid leave status on either day are not entitled to holiday pay. An employee on sick leave on either day must submit a signed physician's statement in order to receive holiday pay. If an employee is on vacation leave on a day observed as a holiday, the employee will receive holiday pay and will not be charged for vacation for that day.

SECTION 5. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

SECTION 6. Consistent with current practice, employees shall be paid for those days between the Christmas and New Year holidays when the program is closed. The Board reserves the right to schedule programs on these days if required in order to meet state requirements.

ARTICLE 19

CALAMITY DAYS

All bargaining unit employees shall be paid their regular hourly rate of pay for all regularly scheduled work days, or parts thereof, when the programs of the Department are closed by the Superintendent or his designee due to inclement weather or other calamity to a maximum of five (5) work days.

In the event that such closures result in the programs having to remain open for additional days for purposes of compliance with State of Ohio mandated days of attendance, all bargaining unit employees agree to work their regular schedules on such additional days without additional compensation.

Employees who are required to work when offices of the Board are closed due to inclement weather shall be paid at their normal hourly rate for all hours worked on those days in addition to the calamity day pay provided in paragraph 1.

Employees, who are on sick leave, personal leave or vacation when a calamity day is called, shall not be charged for the sick day, personal day or vacation day.

ARTICLE 20

LABOR/MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every three (3) months, on a mutually agreeable day and time, the Superintendent and/or his designees shall meet with not more than two (2) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

SECTION 2. In the interest of providing timely responses to management/labor concerns, an agenda will be exchanged at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting. Late agenda items may be discussed only by mutual agreement of the parties. The purpose of such meeting shall be to:

1. Discuss the administration of this Agreement.
2. Discuss the grievances, which have not been processed beyond Step 2 of the grievance procedure, but only when such discussions are mutually agreed to by the parties.
3. Disseminate general information of interest to the parties.
4. Discuss ways to increase productivity and improve efficiency.
5. Give the Union and Board representatives the opportunity to share views on topics of interest to both parties.
6. To consider and discuss health and safety matters relating to employees.

SECTION 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

SECTION 4. Labor/Management meetings are not negotiation sessions and may not be used as a basis to alter or amend the basic Agreement.

ARTICLE 21

BUS DRIVERS EXTRA TRIPS

SECTION 1. Bus Drivers who are interested in driving a bus on a field trip for PreSchool and/or School Age field trips or on any field trip consisting of twelve or more passengers shall place their names on a field trip roster as provided by the Superintendent. Field trips shall then be offered to such drivers on the roster in rotation.

SECTION 2. Bus drivers who are assigned to drive a non-overnight field trip shall be their hourly rate for the entire trip.

Bus drivers who are assigned to drive an overnight field trip shall be paid a flat fee of \$60.00 for each night of the overnight trip and shall be paid or reimbursed for reasonable room and meal expenses incurred.

SECTION 3. Prior to the beginning of each year, or whenever a vacant position occurs, all regular bus drivers and bus aides shall bid to select the bus route to which he/she shall be assigned for that school year. The selection shall be made according to job classification seniority, with the most senior driver selecting first in the bus driver classification and the most senior bus aide selecting first in the bus aide classification. Management has the right to reassign if need arises, based on health and safety issues.

ARTICLE 22

UNION SECURITY

SECTION 1. The Board agrees to deduct regular organization membership dues, fees and assessments from the pay of only those employees eligible for membership in the bargaining unit who provide written authorization signed individually and voluntarily by the employee. The Union signed payroll deduction card must be presented to the Board by the Union. Upon receipt of the proper authorization, the Board will deduct Union dues from the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Board.

SECTION 2. An employee may revoke his or her dues check-off on a form provided by the Board through its designated representative. The employee shall complete the form and present it to the Board's designated representative who in turn will process it as a cancellation of Union membership.

SECTION 3. All dues shall be deducted over a nine (9) month period beginning with the first pay in October or the first pay following execution of this Agreement if after first pay in October. Within ten (10) working days of the date which deductions are made, the Treasurer of the Board shall remit all dues to the OAPSE State Treasurer along with a list showing the names of those for whom deductions were made and amount deducted. A copy of said list shall be sent to the Treasurer of Chapter 781.

SECTION 4. It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from deductions made by the Board hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 5. The Board shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or, (b) transfer to a job other than one covered by the bargaining unit; or, (c) layoff from work; or, (d) an agreed leave of absence; or, (e) revocation of the check-off authorization in accordance with Section 2 of this Article; or, (f) resignation by the employee from the Union; or (g) termination or expiration of this Agreement.

SECTION 6. The Board shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

SECTION 7. It is agreed that neither the employees nor the Union shall have a claim against the Board for errors in the processing of deductions unless a claim of error is made in writing, within twenty (20) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues will normally be deducted by deducting the proper amount.

SECTION 8. One (1) month advance notice must be given to the Board prior to making any changes in an individual's dues deduction.

SECTION 9. All employees in the bargaining unit, upon completion of their new-hire probation, shall as a condition of employment become members of the Union or pay to the Union via payroll deduction a fair share fee not to exceed the amount paid by members of Chapter 781. The Union shall notify the employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deduction.

SECTION 10. Fair share fees shall be deducted from the payroll check of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union in the same manner except that written authorization for deduction of fair share is not required.

SECTION 11. The Union represents that it has a rebate procedure, which complies in all respects with applicable law and shall assume all liability for any failure on its part to comply with such laws. The Union agrees to provide competent defense and legal counsel of its choosing to the Board in any action or challenges arising out of this Article. In the event the Board chooses not to be represented by the Union, it shall be responsible for its own costs of defense.

ARTICLE 23 INSURANCE

SECTION 1. As allowable within the rules and regulations of the Affordable Care Act, the Board shall provide hospitalization, surgical and major medical coverage for all regular full-time employees. The Board shall attempt to provide benefits at the levels currently in place as of the effective date of the agreement.

Full time employees are those regularly working 30 hours or more per week. Bus drivers and Bus Aides shall be considered full-time when working 22.5 hours or more per week.

The Board shall pay the premium for single coverage minus the employee share of \$40.00 of the monthly premium. The Board shall work to keep out-of-pocket expenses to a level commensurate with the current plan. In the event that coverage levels must be adjusted due to unusual increases in rates or regulations enacted through the Affordable Care Act, the Board reserves the right to re-open the agreement to negotiate insurance and the Union reserves the right to negotiate wages if this occurs. Family and Employee Plus Spouse premiums shall remain at the percentage levels currently in place at the time of this agreement.

SECTION 3. The Board shall provide each regular, full-time employee (those working 22.5 hours) with single dental coverage at no cost to the employee. The Board retains the authority to choose the carrier and coverage for Bargaining Unit members. The Board will contribute an equal amount a month toward the cost of family dental coverage during the term of this contract. The coverage shall remain substantially equal to coverage provided on the effective date of this agreement notwithstanding any changes required to meet the provisions of the Affordable Care Act.

SECTION 4. Prescription Card The Board shall provide each regular, full-time employee with a prescription drug card that is substantially equal to coverage provided on the effective date of this agreement notwithstanding any adjustments that may be required due to implementation and compliance with the Affordable Care Act.

SECTION 5. Insurance Waiver - All full-time bargaining unit employees who do not take the Board's insurance will receive a stipend of \$1,800 per year for each year they remain off the Board's Insurance plan. Employees who do not participate in the Board's insurance plan and enroll in a plan through the Affordable Care Act (ACA) and are eligible for a subsidy through the ACA are not eligible for the provided stipend. Employees who resume coverage during a year due to a qualifying event will have their stipend prorated based on the percentage of the year in which they did not take the Board's insurance. The stipend will be paid in two (2) installments, half in July and half in December.

SECTION 6. The Board will provide meetings with the Health Plan provider at the open enrollment period to explain and provide forms to all employees that are interested in a 125 Plan.

ARTICLE 24
WAGES

SECTION 1. All bargaining unit employees shall receive a 4% increase in their current rate of pay for 2017, 4% increase in pay for 2018, and 4% increase in pay for 2019.

SECTION 2. Employees hired into bargaining unit positions after January 1, 2008 shall receive the following rates of pay:

CLASSIFICATION

NEW HIRE HOURLY RATE

Pre-School Custodian	\$9.00
Workshop Instructor (Degree)	\$10.00
Workshop Instructor (Non-Degree)	\$10.00
Teacher Aide	\$9.00
Bus Mechanic/Building and Grounds Maintenance	\$14.00
Bus Driver (Full Time)	\$11.00
Bus Driver (Substitute)	\$10.00
Bus Aide	\$9.00
Van Driver	\$9.00

On or before December 15, the Board shall inform each employee of their projected wage for the following year based on their hourly rate, number of days to be worked, etc. and the projected amount for each pay period.

Whenever an employee hired prior to January 1, 2004 bids into another classification, he/she will be paid in accordance with his/her seniority, as stated in Article 11, and not placed on the New Hire Wage Schedule.

Effective January 1, 2008, all employees hired prior to January 1, 2004 who have changed classifications shall receive a flat fee of \$0.50 per hour. The only people affected by this provision are: Amie Dunfee, James Elerick, Debi Ferguson and Marchita Rubin.

ARTICLE 25

ENTIRE AGREEMENT

SECTION 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, including but not limited to any and all specifications pertaining to Ohio civil service laws or other provisions of the Ohio Revised Code, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject, specification or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

SECTION 2. The intent of this entire Agreement to supersede Ohio civil service laws and other provisions of the Ohio Revised Code is not contradicted because any one Article herein does not specifically so indicate.

SECTION 3. This Agreement totally integrates all wages, hours, terms, and conditions of employment, eliminating any past and existing practices, prior to contemporaneous verbal agreements. The wages, hours, terms, and conditions, which exist between the parties, are to be understood from no other source but this Agreement. The parties expressly waive the right to submit any item for negotiation during the term of the Agreement.

ARTICLE 26

SEVERABILITY

SECTION 1. This Agreement is subject to all applicable laws. In the event any provision of this Agreement is contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

SECTION 2. The Board and the Union agree to meet within thirty (30) days following notification by either party that any provision of the Agreement has been determined unlawful, for the purpose of negotiating a lawful alternative provision on the same subject matter.

**ARTICLE 27 SMOKING
PROHIBITION**

Smoking by any employee shall be prohibited in all areas and facilities of the Harrison County Board Developmental Disabilities.

**ARTICLE 28 SUBSTANCE
ABUSE**

Use of controlled substances that cause intoxication or impairment on the job poses risks to the Agency, the affected employee, co-workers and the public.

This policy will be implemented in a consistent, nondiscriminatory manner. All bargaining unit employees will be provided a copy of the Board's drug testing policy prior to its implementation. In addition, bargaining unit employees will be provided information concerning the impact of the use of drugs on job performance. Employees will be trained and/or provided information to recognize the symptoms of drug abuse, impairment and intoxication. Finally, all unit employees will be informed of the causes for testing and the testing procedures. No testing will occur unless there is a "probable individual suspicion". The term "probable individualized suspicion" shall for the purposes of this policy be defined as follows:

Aberrant or unusual on-duty behavior of an individual employee which:

1. Is observed on duty and confirmed by the confirmation of another employee and/or supervisor.
2. Is the type of behavior or other indications that are recognized and accepted as symptoms of intoxication or impairment caused by controlled substances or alcohol.

No drug testing may be conducted without authorization of the Superintendent. Prior to testing, the employee shall orally be given the basis for the Employer's "probable individualized suspicion" which constitutes the reasons for testing and will be given an opportunity to give an explanation of their condition. These reasons shall also be documented in writing as soon as practicable.

If the Superintendent is still satisfied that there is "probable individualized suspicion" that the employee may be intoxicated or impaired, then the employee may be ordered to submit to a toxicology test designed to detect the presence of alcohol, chemical adulteration, marijuana metabolites, opiates, amphetamines and phencyclidine in accordance with the procedures set forth below.

1. The testing shall be done by a lab which meets or exceeds the standards of the National Institute on Drug Abuse (NIDA) and/or the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health

Administration of the U.S. Department of Health and Human Services (53 Fed. Reg. 11970 4/11/88).

If the test results are "negative", all documentation regarding supervisors' observations and testing will be destroyed.

If the employee tests "positive", he will be deemed to be on leave with pay for the balance of the work day. Under no circumstances will the employee be permitted to drive himself home.

Any disputes that may arise over compliance with this policy shall be resolved through the grievance and arbitration provisions of the parties' collective bargaining agreement.

Adoption of this policy shall be considered express consent by employees to such testing. If the initial drug test is positive a confirming drug test shall be conducted at the Employer's expense. The employee may also, at his own expense, present a follow-up test.

An employee may be disciplined for substance abuse at the workplace if the employee's job performance and skills could be compromised in any way or if there is a risk of harm to him or others.

The Board shall reasonably accommodate an employee, as may be required by the Americans with Disabilities Act, who voluntarily admits to a drug or alcohol problem prior to detection. This would include, but not be limited to, allowing such employee to enter a rehabilitation program. The employee may use sick leave or take a leave of absence while entered into this rehabilitation program. The employee's return to employment shall be conditioned upon successful completion of the program.

The possession, transfer, sale or use of alcohol, drugs or other intoxicants on the Board's premises will not be tolerated. Any employee who possesses, transfers, sells or uses alcohol or drugs may be terminated and may be referred to the proper authorities for criminal prosecution.

If there is reason to suspect drug or alcohol possession by an employee, the Board may search Board-owned property and may also avail itself of other remedies prescribed by law such as interrogation by law enforcement officials. The Board may also take reasonable measures to preclude removal or distribution of suspected evidence. However, such searches shall not be unreasonable.

Nothing herein shall preclude the Board from implementing other forms of testing (e.g. post-accident) in addition to testing based upon "probable individualized suspicion," if the Board is required to do so by applicable law.

ARTICLE 29

PEOPLE DEDUCTION

PEOPLE - The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided in a written authorization. Such authorization must be executed by the employee and be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 30

QUARTERLY REPORTS

Employees shall receive a quarterly report of the following information:

- a. Current pay rate
- b. Sick Leave – used for the period and balance
- c. Personal Leave – used for the period and balance
- d. Vacation – used for the period and balance

ARTICLE 31
DURATION OF AGREEMENT

SECTION 1. This collective bargaining agreement shall be effective from January 1, 2017 and shall continue through December 31, 2019.

FOR THE BOARD

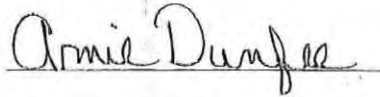
By: 

Date: 2.1.17

By: _____

Date: _____

FOR THE UNION

By: 

Date: 2-1-17

By: _____

Date: _____