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STATE EMPLOYMENT
RELATIONS BOARD

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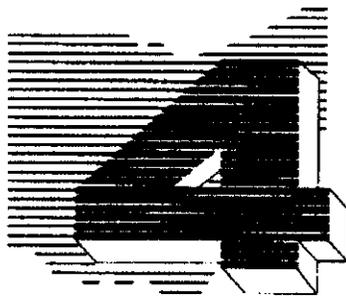
AGREEMENT BETWEEN

**THE ATHENS COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

AND

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES,
AFSCME LOCAL 4/AFL-CIO**

LOCAL #697



OAPSE/AFSCME Local 4/AFL-CIO

July 1, 2012 THROUGH June 30, 2015

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ARTICLE 1 RECOGNITION

- A. The Athens County Board of Developmental Disabilities recognizes OAPSE/AFSCME Local 4/AFL-CIO and its Local #697 as the sole and exclusive bargaining representative for all full-time and regular part-time non-teaching employees in the following positions: Vehicle Operator 1, Vehicle Operator 2, Vehicle Operator 3 238 days or more, Vehicle Operator 3 less than 238 days, Custodial Worker, Facilities Maintenance Specialist, Vehicle/Facility Maintenance Mechanic, Facility/Vehicle Maintenance Mechanic, Custodial Maintenance Worker, Facility/Transportation Aide Trainee. Underlined positions shall be updated to reflect positions in Article 10 A,1 and Article 29 C.
- B. Excluded from the bargaining unit are all other employees and classification, including the following positions and categories (where appropriate, as defined by ORC Chapter 4117):
- Substitutes
Seasonal and Casual Employees
Confidential Employees
- C. When new positions that have a community of interest with the current bargaining unit are created by the Employer or a change in title of a bargaining unit positions is made, the recognition status of such positions shall be discussed with the Union within thirty (30) days of establishment of the position. Should the Employer and the Union not agree on the inclusion or exclusion of the new position(s) in the bargaining unit within sixty (60) days of the establishment of the position, the Union may petition the State Employment Relations Board (SERB) for a determination.
- D. Should such positions be determined to be in the bargaining unit, the Employer and the Union shall meet to determine placement on the salary schedule.

ARTICLE 2 DEFINITIONS

- A. Agreement - This Negotiated Agreement between the Board and the Union
- B. Board or DD Board - The Athens County Board of Developmental Disabilities acting in its official capacity
- C. Day - A calendar day, unless otherwise indicated
- D. Agency - Beacon School and/or ATCO
- E. Employee - A member of the bargaining unit
- F. Employer - Board members, administrators, agents and all others acting on the Board's behalf as directed by the DD Board.
- G. ORC - The Ohio Revised Code

- H. Seniority - The length of service with the Employer computed from the first day of work as a regular employee from the most recent date of hire. Seniority shall be defined as system wide seniority and classification seniority.
 - 1. System wide seniority – The length of service with the Employer computed from the first day of work as a regular employee from the most recent date of hire.
 - 2. Classification seniority – The employee’s length of continuous service in his/her current classification, computed from the most recent date of hire into that particular classification. When an employee moves to another classification they shall retain any classification seniority accumulated in that classification. The accumulated seniority will be used within the guidelines of Article 9 Section E.
- I. Superintendent - Superintendent or designee
- J. Union - OAPSE/AFSCME Local #697
- K. Work Day - A week day, except for contractually recognized holidays
- L. Transportation Supervisor - The Director of Facilities and Transportation
- M. Fiscal Officer – Business Manager

ARTICLE 3 NEGOTIATIONS

- A. Request for Opening of Negotiations

A request for the opening shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the President of the Union on or before ninety (90) calendar days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than sixty (60) calendar days prior to the expiration of the current contract, unless both parties agrees to a later date, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings.
- B. Negotiation Procedures

The parties shall meet at times and places agreed upon at the prior meeting. All meetings shall be held in private, unless otherwise agreed.
- C. Caucus

Upon request of either party, the negotiation meeting shall recessed to permit the requesting party a reasonable period of time to caucus.
- D. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initial by the

chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that issue, subject to finalized by ratification by the membership of the Union and adoption by the Board.

E. Agreement

When a agreement is reached on all items, the outcome shall be reduced to writing. The Employer shall prepare the Tentative Agreement for review. Both parties shall review the Tentative Agreement to determine the accuracy of the document. If the Tentative Agreement is then in proper form, it shall be submitted to the Union for ratification. Upon ratification by the Union, it shall be submitted to the DD Board for adoption. If adopted by the Board, the Agreement shall be binding on both parties. Said Agreement shall be signed by the Board's representatives and by the Union's representatives.

F. Printing and Distributing

After ratification, the Agreement will print and distributed to each member of the bargaining unit, each administrator, and each member of the Board. The Board and the Union will share the cost of printing and distribution equally.

G. Confidentiality

Until impasses has been declared or the contract has expired, whichever is later, no unilateral press releases or other public disclosure of the content of specific negotiations proposals will be made by either party. Joint press releases may be made at any time.

H. Negotiating Teams

The Board and Union will be represented at negotiations meetings by teams consisting of not more than four (4) persons, including outside representatives. In addition, either party may bring in a consultant to address specific issues.

I. Impasse Procedures

1. If agreement is not reached on matters being negotiated at any time within forty- five (45) calendar days of the expiration date of this Agreement (or at any later time), either party may declare impasse and request that an impartial mediator be appointed. When impasse is so declared, a Federal Mediation and Conciliation Service (FMCS) or Arbitration and Mediation Services (AMS) mediator shall be used. If the parties cannot agree on a mediator, FMCS or AMS shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the FMCS or AMS.
2. The mediator shall have the right to hold meetings with negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS or AMS.
3. If agreement still has not been reached within ten (10) calendar days after the

expiration date of the existing Agreement or within ten (10) calendar days after the arrival of the mediator, whichever is later, the parties shall be deemed to have reached ultimate impasse, unless extended by mutual agreement. After that time, the Union may exercise its right to strike pursuant to ORC 4117.14(D), and the Board may exercise its right to implement contractual terms.

4. This impasse procedure is the parties' alternative dispute resolution procedure and is intended to supersede and replace the statutory procedures contained in ORC 4117.14.

ARTICLE 4 GRIEVANCE PROCEDURE

A. DEFINITIONS

Grievance: An alleged violation, misinterpretation, or misapplication of any specific provision of this Agreement between the Board and the Union.

Grievant: An employee or group of employees alleging a grievance. A grievance alleged by a group of employees shall have arisen out of and be confined to the same circumstances affecting each member of said group.

Day: A work day.

B. INFORMAL STEP

Prior to filing a formal written grievance, the grievant shall request a meeting with the Transportation Supervisor for the purpose of attempting to resolve the matter informally. If the grievance is not resolved at the informal meeting, the grievant and the supervisor must sign the relevant portion of the grievance form indicating the date and time the informal meeting occurred.

C. WRITTEN GRIEVANCE

The written grievance used in the formal levels of this procedure shall state: 1) the specific contract article and section(s) alleged to be violated, misapplied, or misinterpreted; 2) a complete description of the grievance and the time, place and date it occurred; 3) the relief sought, and 4) the date of submittal. The written grievance must be filed on the appropriate grievance form, a copy of which is attached hereto as Appendix A. Grievance forms are available, upon request, from the Union or the Superintendent's office.

D. Rules

1. Time limits given shall be considered as maximum unless otherwise extended by mutual agreement of the parties involved.
2. Failure to file the written grievance within the time frame specified in Step 1 will result in the grievance being considered waived.

3. Failure of the grievant to proceed within the specified time limits to the next step(s) shall mean the grievance has been resolved by the response stated in the previous step.
4. Failure of the Employer to respond to a grievance within the specified time limits shall enable the grievant to advance the grievance to the next step of the procedure.
5. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

E. FORMAL PROCEDURE

Step 1

If the problem is not resolved as a result of the informal discussion, the grievant shall, within ten (10) days of occurrence which gave rise to the grievance or when the employee reasonably knew of such occurrence, submit the grievance on the appropriate form to the Transportation Supervisor. A meeting shall be mutually arranged between the grievant and the supervisor within ten (10) days after submittal. Within ten (10) days after the meeting, the supervisor shall provide the grievant with a written disposition of the grievance.

Step 2

If the grievant is not satisfied with the disposition at Step 1, he/she shall within ten (10) days of receipt of the supervisor's disposition submit the grievance on the appropriate form to the Superintendent. A meeting shall be mutually arranged within ten (10) days after submittal. Within ten (10) days after the meeting, the Superintendent shall provide the grievant and the Union President with a written disposition of the grievance.

Step 3

If the grievant and the Union are not satisfied with the disposition at Step 2, the Union shall submit the grievance to FMCS or AMS grievance arbitration within fifteen (15) days. The parties will attempt to agree on an FMCS or AMS mediator. If the parties are unable to agree, the Union will request that FMCS or AMS appoint a mediator.

Step 4

If the Step 3 mediation does not resolve the grievance, the Union shall have fifteen (15) days to file a written request for arbitration. Appeals to arbitration shall be solely at the Union's discretion.

The Employer and the Union shall attempt to mutually select an arbitrator within ten (10) days of receipt of the appeal. If the parties cannot mutually agree on an arbitrator,

the parties shall submit the grievance to FMCS or AMS. An arbitrator shall then be chosen using FMCS or AMS procedures.

A decision shall be rendered within 60 days by the arbitrator and that decision shall be final and binding on the Board, the grievant (s), and the Union. The procedures contained in this Article constitute the sole and exclusive method of redressing grievances arising from this Agreement.

All costs for obtaining the list of arbitrators and all cost for the services and expenses of the arbitrator shall be borne equally by the parties. Expenses of any witnesses shall be borne by the party calling the witness. If a party requests a court reporter, the cost of the reporter shall be borne by that party, unless the other party requests a copy of the transcript, in which case the cost of the reporter shall be borne equally by the parties.

F. POWER OF THE ARBITRATOR

1. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question and his decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement in arriving at his determination. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted for arbitration.
2. The arbitrator, in ruling on issues specifically left to the discretion of the Employer by this Agreement, shall be limited to deciding whether the Employer's judgment and/or actions were arbitrary or capricious.
3. The arbitrator shall be without authority to 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. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.
4. In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the parties may mutually agree to require the arbitrator to first consider and rule upon the arbitrability issue before scheduling a hearing on the merits of the grievance. If necessary, the parties may agree to conduct a separate hearing on the arbitrability issue prior to the scheduling of a hearing on the merits of the grievance. In the event an alleged grievance is appealed to an arbitrator and the arbitrator determines that he/she has no authority or power on which to rule, it shall be referred back to the Union and the Board without decision or recommendation on its merits.
5. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific written agreement of the Employer and Union to do so.

ARTICLE 5 - MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement, all powers, rights, authority, duties and responsibility conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To have the exclusive responsibility and authority to manage, control, and direct, in behalf of the public, all of the operation and activities of the Employer;
 2. To hire all employees and, subject to the provisions of law and the explicit terms of this Agreement, to determine their qualifications and conditions for their continued employment;
 3. To determine hours of work and duties, responsibilities and assignments of employees with respect to the employees' employment and terms and conditions of such employment by the Board.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the employer in regard to the operation of its work and business and direction of its work force, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6 - UNION RIGHTS

A. Union Business

The OAPSE Field Representative shall be permitted to appear on work sites during working hours for the purpose of investigating and/or resolve grievances (with notice to Transportation Supervisor, or alternate administrator) , provided that he/she shall not disrupt or interfere with work performance. Local Union officials may investigate and/or resolve grievances during non-working hours. A local union official may investigate and/or resolve grievances, discipline, or attend hearings during work hours (with prior permission from supervisor) as long as involvement does not disrupt Board services.

B. Bulletin Boards

The Union may use designated bulletin board space in the bus garage, Beacon School and ATCO to post and remove notices of Union activities and matters of concern. Union representatives shall have access to such bulletin board space and the right to post and remove notices of Union activities. Items may not be posted if the material contained is

defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the Agency.

C. Union Meetings

OAPSE Local 697 shall be permitted use of the Board's facilities to hold meetings to conduct union business. The Union will give prior notice of meetings in which Board facilities are to be used to avoid scheduling conflicts.

ARTICLE 7 EMPLOYEE DISCIPLINE AND DISCHARGE

A. Employees may be demoted, suspended, or discharged from their job for cause, including incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public neglect of duty, violation of work rules or personnel policies of the Board or administration, or any other acts of misfeasance, malfeasance, or nonfeasance on the job.

B. Disciplinary Procedure

1. Before imposing a demotion, suspension or discharge of an employee, the Employer shall hold a conference with the employee within forty-five (45) days, of the Facility Transportation Director's knowledge of the alleged infraction or misconduct, to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee has the right to be accompanied at the conference by a representative. The Employer may impose reasonable rules on the length of the conference and the conduct of the participants. If the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, it may suspend the employee without pay for up to ten days (or longer with mutual consent) pending the conference to determine final disciplinary action. If disciplinary action is justified the suspension without pay will stand. If the suspension is not justified, then the employee will be paid for the suspension.
2. Ordinarily, the first instance of minor misconduct by an employee shall result in an oral warning. Further misconduct shall result in a written reprimand. Further misconduct shall result in suspension without pay or demotion. Further misconduct thereafter may result in discharge.
3. Rules cannot be listed to cover every situation. Certain offenses are serious enough to warrant immediate discharge or suspension without regard to previous reprimands or discipline. Such serious offenses include, but are not limited to the following:
 - a. theft of or damage to property;
 - b. insubordination, or the uttering of threatening or abusive language toward management personnel, other employees, clients, or the public;
 - c. intoxication on the job, working under the influence of a controlled substance, or the sale, possession, or use of any controlled substance;
 - d. falsification of any records, including employment records;
 - e. fighting or other forms of workplace violence;
 - f. abuse, neglect or otherwise endangering the health, safety and/or welfare of a client, consumer or student;

- g. felony conviction;
 - h. loss of insurability (if job requires driving)
4. The Employer shall give the Union president and the employee written notice of the decision to demote, suspend, or discharge an employee. Such actions shall be subject to the grievance procedure. An employee discharge may be appealed directly to Step 4 of the grievance procedure.
 5. This Article supersedes and takes the place of ORC 124.34 and shall exclusively govern the discipline and discharge of employees.
 6. Oral warnings shall be removed from an employee's personnel file after twelve (12) consecutive months. Written reprimands shall be removed from an employee's personnel file after eighteen (18) consecutive months. Suspensions shall be removed from an employee's personnel file after twenty-four (24) consecutive months.
 7. Any discipline involving neglect, abuse, mistreatment and violations of client's rights will not be removed from the employee's personnel file.

ARTICLE 8 HOURS OF WORK AND OVERTIME

- A. The Employer necessarily retains the right to require employees to work more than their regular scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day as it determined the needs of the Agency may require. However, each employee will be paid at the rate of one and one-half (1-1/2) times his her regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one work week. Overtime must be authorized in advance by the Employer. For purposes of calculating, the work week begins at 12:01 a.m. on Saturday and ends at midnight the following Friday.
- B. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked, and under no circumstances shall more than one basis of calculating overtime and/or premium pay be used for the same hours. For purposes of computing overtime pay, holidays, vacation, personal leave, sick leave and compensatory time taken shall not be treated as hours worked.

ARTICLE 9 VACANCIES BID PROCEDURE

- A. In all buildings owned and operated by the Employer and staffed by bargaining unit employees, the Employer shall provide a location accessible to all bargaining unit employees for the purposes of posting announcements of job vacancies.
- B. All job vacancies shall be posted for a period of at least five (5) working days. A vacancy is an existing or new position that the Employer has authorized to be filled, whether created as a result of the resignation, retirement, termination, transfer or death of an employee. The employee desiring the posted position shall submit a bid in writing to the office of the individual designated on the posting prior to the close of the bid period. All postings shall contain the position's location or route, hours, hourly rate, and pay range and qualifications. If a vacancy is posted during the summer, the notice will be posted

for ten (10) calendar days and will be sent to all employees at their home address on file with the Employer.

- C. It is understood that the Employer will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Employer's right not to fill a posted vacancy.
- D. The Employer shall use the following procedures in choosing a person to fill a vacancy:
 - 1. Except for a Vehicle Operator 3 vacancy (refer to Item F), the position will first be offered to employee applicants who are currently working in the same classification as the vacancy. If more than one employee within the classification applies for the vacancy, the applicant with the greatest classification seniority will be awarded the position.
 - 2. If there is no employee from within the same classification who applies for the position, all other applicants for the position will then be considered and the position will be awarded to the applicant that the Employer deems most qualified. Criteria for selection shall include, but are not limited to, relevant skills, qualifications, experience and seniority with the Agency, if any. Applicants who are currently employed in other classifications will be interviewed for the position, but it is understood that the Employer will select the applicant it deems most qualified out of all of the applicants. Employees wishing to move from one classification to another under this provision will be permitted to do so only once every five (5) years without mutual consent between the employer and employee.
- E. Employees who have been awarded a new position in another classification, or a position in the same classification, with significantly different duties than their previous position, shall serve a trial period of sixty (60) actual workdays in the new position. Employees who have been awarded a new position in the same classification without significantly different duties than their previous position shall serve a trial period of thirty (30) actual workdays in the new position. During the trial period, the Employer may return the employee to his/her previous position for unsatisfactory performance. During the trial period, the employee may choose to return to his/her previous position, but may only choose to do so one time. If an employee has previously exercised his/her right to return during a trial period, then the employee shall have no right to choose to return during the trial period in the future. An opportunity to discuss the return will be provided by the Employer upon request. No grievance or legal action of any kind may be filed against the Employer on the basis of the return of an employee to his/her previous position. It is also understood that when an employee transfers back into a previous classification, that the employee will not be allowed to exercise any previous classification seniority for purposes of shift or route preference for one year after transferring back into the previous classification. The exception to the one year would be if the classification was a vehicle operator, and then the time period would be until the beginning of the next bid cycle. After this period, any previous classification seniority would be counted in the total seniority for the current classification the employee entering.

- F. When a vacancy occurs in a Vehicle Operator 3 position (238 days or more) a Vehicle Operator 3 (less than 238 days) may be eligible for the vacancy. When a vacancy occurs in or a Vehicle Operator 3 position (less than 238 days), a Vehicle Operator 3 (more than 238 days) may be eligible for the vacancy.
- G. The Union shall be provided with a then-current seniority list (by system wide and classification seniority) of all employee in the bargaining unit upon request, but no more than two times per calendar year.
- H. Exclusively in the Vehicle Operator 3 classification, routes have no bearing on the position.

ARTICLE 10 REDUCTION IN FORCE

- A. When it becomes necessary, as determined by the Employer, to reduce the number of bargaining unit employees, the Employer shall proceed as follows:
 - 1. The Employer shall determine the number of employees to be laid off in each affected classification, Job classifications include: Vehicle Operator, 1, Vehicle Operator 2, Vehicle Operator 3, 238 days or more, Vehicle Operator 3, less than 238 days, Custodial Worker, Facilities Maintenance Specialist, Vehicle/Facility Maintenance Mechanic Custodial Maintenance Worker and Facility/Transportation Aide Trainee and Facility/Vehicle Maintenance Mechanic.
 - 2. The Employer shall endeavor to provide affected employee with at least twenty (20) days notice of intended layoff, except in emergency circumstances.
 - 3. The Employer may consider laying off an employee(s) in the classification(s) to be reduced who submits to the Fiscal Officer written notice of his/her willingness to be laid off. The Employer has absolute discretion to lay off or retain any such volunteer(s).
 - 4. In the absence of a volunteer(s) deemed suitable by the Employer, the Employer, in its discretion, shall determine which employee(s) is to be laid off, giving consideration to the following factors:
 - a. Classification Seniority
 - b. Overall ability to perform the required duties
 - c. Other factors considered relevant by the Employer
- B. The Employer, in its discretion, may permit an employee who is to be laid off as a result of a reduction in force to bump an employee with less system wide seniority in another classification in the bargaining unit described in Article 1(A).

1. An employee who is to be laid off may be eligible to bump into a classification in which he/she is qualified for the position into which he/she seeks to bump. A displaced employee who bumps into a new classification will be assigned to the appropriate wage in the new classification. If the employee is permitted to bump into another classification where the employee has previous classification seniority, then they will not resume any classification seniority for one year, or in the case of a Vehicle Operator 3, the beginning of the next bid cycle.
- C. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If a position opens up in a classification in the bargaining unit described in Article I (A), in which an employee(s) on the recall list was employed at the time he/she was laid off, such employee(s) will be recalled in reverse order of layoff.
- D. The Employer may deviate from any of these procedures and/or factors if it determines that it is in the best interest of the Employer to do so.

ARTICLE 11 PROBATIONARY PERIOD

- A. All new employees shall serve a probationary period for the first one hundred twenty (120) actual working days of their employment. Only days an employee actually spends on the job count towards the 120-day period, i.e., leaves of absence and calamity days, etc., do not count.
- B. During the probationary period, an employee may be terminated at any time and for any reason. Any such termination shall not be subject to the grievance procedure of this Agreement or to any legal challenge.
- C. During the probationary period, the employee shall have no seniority rights and shall not have recourse to the grievance procedure in connection with probationary discharge. Upon successful completion of the probationary period, the employee's seniority shall be computed from the original date of hire into a bargaining unit position.

ARTICLE 12 JOB DESCRIPTIONS

If the Employer determines if it is necessary to change any job descriptions, the employees working under the job description to be changed shall be provided input into the process. The affected employee shall be given a ten (10) day notice before the job description goes into effect. It is understood that the Employer has the right to determine the final job descriptions.

ARTICLE 13 SICK LEAVE

- A. Sick leave may be requested for the following reasons:
 1. Personal illness, injury, pregnancy, childbirth, and/or related medical conditions, or exposure to contagious disease, which could be communicated to others.
 2. Illness, injury or death of a member of the employee's immediate family.

3. Medical, dental, or optical examinations or treatment of the employee or a member of his or his immediate family.
 4. For purposes of this provision, immediate family is defined as: mother, father, brother, sister, child, spouse, or person who stands in place of spouse as significant other, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of parent.
- B. It is the responsibility of each employee to report any anticipated absence as soon as possible to the Transportation Supervisor or, in the absence of the Transportation Supervisor, to the Superintendent or designee. Vehicle Operators must call the Transportation Supervisor no later than 9:00 p.m. the night before their absence or, if the employee wakes up sick, no later than 5:00 a.m. on the day of their absence for a morning route and no later than 12:00 p.m. (Noon) on the day of their absence for an afternoon route. All other employees must call the Transportation Supervisor no later than 9:00 p.m. the night before their absence or, if the employee wakes up sick, no later than one hour before their scheduled starting time on the day of their absence. An employee is required to notify the Transportation Supervisor or designee of his/her absence and the reason within the required time and to complete the required leave request form, as set forth in the Board Personnel Manual. If an employee has prior knowledge of a medical appointment, he/she must submit an application for use of sick leave as far in advance as possible.
 - C. The Employer maintains the right to investigate any employee's absence, to require a physician's written certification of the nature of any illness of an employee and/or to require a fitness-for-duty examination by a physician appointed by the Board at Board expense.
 - D. For each completed eighty (80) hours of service in active pay status, an employee shall earn 4.9 hours of paid sick leave. For the purposes of this Article, active pay status is defined as hours worked, hours on paid vacation leave, hours on holiday leave, hours on paid sick leave and other compensated time off. The amount of sick leave time one employee may accrue is unlimited.
 - E. To utilize sick leave, the employee must be scheduled to work that day.
 - F. Employees shall schedule medical appointments for themselves and members of their immediate family after regular working hours whenever possible.
 - G. Vacation or personal leave shall be used for sick leave purposes after paid sick leave is exhausted.
 - H. An employee who fraudulently obtains sick leave or falsifies sick leave records shall be subject to appropriate disciplinary action, up to and including dismissal.
 - I. Medical verification of illness from a physician shall be required for every absence for illness of more than three consecutive days. Alteration of a physician's certificate and/or falsification of a sick leave usage form shall be grounds for immediate dismissal.

- J. Employees who transfer between county departments or agencies, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. It is the employee's responsibility to request that sick leave from prior service be transferred and to provide documentation concerning the balance to be transferred.
- K. The Employer may discipline employees for abuse of or an established pattern of use of sick leave. Abuse may be defined as the use of sick leave for reasons other than those listed in Section (A) of this provision. The Employer may also use other non-disciplinary methods to control an employee's excessive sick leave usage, including, but not limited to, the following: requiring an employee to meet with his/her supervisor after each absence; requiring an employee to bring a doctor's statement justifying the use of sick leave for each absence; and requiring doctor's appointments to be scheduled outside of the work day.
- L. SICK LEAVE DONATION (as per current Board Policy)

ARTICLE 14 PERSONAL LEAVE

- A. Each employee shall be entitled to three (3) days of unrestricted paid personal leave each calendar year, which shall be pro-rated for employees hired after the first of the year. Employees working two hundred sixty (260) days or more shall be entitled to four (4) days of unrestricted paid personal leave each calendar year, which shall be pro-rated for employees hired after the first of the year. It is the intent of personal leave to give employees extra days they need for emergencies and personal obligations not covered by other leave. Personal leave may not be used as an extra vacation period or for travel to or from a vacation destination.
- B. Personal leave shall be requested on the approved form and requires written approval of the Transportation Supervisor. Personal leave must be requested at least three (3) work days in advance, unless it is an emergency situation. In an emergency situation, the employee must advise the Transportation Supervisor of the nature of the emergency. If the employee reminds the supervisor of the request within two work days of the request and does not receive approval the request shall be considered approved, unless the request has been denied in writing.
- C. No personal leave shall be granted for the day before or after a holiday, scheduled vacation or break period, except in emergency situations. In an emergency situation, the driver must advise the Transportation Supervisor of the nature of the emergency.
- D. In an emergency situation, the employee must submit the leave request form no later than the next working day to be paid for the personal leave.
- E. No more than one (1) employee in each classification can be on personal leave on any one day (to be determined on a first-come, first-serve basis).
- F. Paid personal leave may only be used during the calendar year in which it is granted. Unused personal leave shall be converted to sick leave. In lieu of converting unused days to sick leave, an employee may elect to receive pay for the unused days based on 50% of his/her current rate of pay.

- G. To use personal leave, an employee must be in active pay status and scheduled to work that day.

ARTICLE 15 ASSAULT LEAVE

- A. If an employee is injured during the course of Board employment as a direct result of violent physical outburst of a student or consumer, the employee will be eligible for assault leave. Employees must be unable to work and the injury must be verified by the employee submitting an incident report. The employee must also secure a physician's statement which verifies the date of occurrence of the injury and the date of return to work with or without restrictions. The Employer may require additional medical verification to continue the assault leave. If the employer requires an additional medical examination to continue the assault leave, the Employer shall bear the cost of that medical examination and shall have the right to determine the physician who will perform the examination.
- B. An employee assaulted as a result of employment and temporarily disabled by such assault, shall remain on the payroll and shall receive all benefits as if on sick leave as hereinafter provided. The member shall apply for Worker's Compensation. If Worker's Compensation benefits are paid, the Employer shall pay to the employee the difference between the benefits received and the employee's regular wage to make it whole. The decision of the Bureau of Worker's Compensation on granting benefits shall have no bearing on the provisions of this Article. Assault leave shall not exceed more than thirty (30) work days. Assault leave shall not be deducted from the accumulated sick leave of the member.

ARTICLE 16 PROFESSIONAL LEAVE

- A. If employees are required by the Employer to attend professional meetings, conferences, workshops, courses or other specialized training, the Employer will reimburse the cost of attending the meeting etc., and will pay the Employee his/her regular rate of pay for time spent attending the meeting if the employee is regularly scheduled to work during that time.

ARTICLE 17 FAMILY LEAVE

- A. Notwithstanding anything to the contrary in the provisions of this Agreement, the Employer and employees shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993 and it's subsequent updates, provided that, except as otherwise mandated by that Act, any family leave shall not be in addition to any contractual leave or other leave required by law. The Board policy on Family Leave is contained in the Athens County Board of Mental Retardation and Developmental Disabilities Personnel Manual and is incorporated herein by reference.

ARTICLE 18 UNPAID LEAVES OF ABSENCE

- A. The Superintendent may grant an employee an unpaid leave of absence for a period not to exceed one (1) year. The authorization of leave of absence without pay is a matter of administrative discretion. The Superintendent should decide in each individual case whether a leave of absence is to be granted.

During such leave, the employee may elect to maintain his/her health and/or life insurance coverage by making monthly payments in the amount of the monthly premium.

The employee shall give notice of intent to return to his/her former position at least thirty (30) days prior to the expiration of the leave.

Upon completion of a leave of absence, the employee shall be returned to the position the employee formerly occupied, if available, or to a similar position if the employee's former position no longer exists. Any replacement hired into the employee's former position while the employee is on leave may be subject to established layoff procedures as contained in Article 10 of this Agreement.

This Article supersedes OAC 123:1-34-01.

ARTICLE 19 HOLIDAYS

- A. Twelve-month employees will be paid their regular per diem rate for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day (designated floating holiday)
Memorial Day	Thanksgiving Day
July 4 th	Christmas Day

(Christmas Eve and New Year's Eve will be granted as long as these two days are in current Board Policy)

- B. Nine-month employees will be paid their regular per diem rate for all of the holidays contained in Section A except for July 4th.
- C. In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the workday immediately before and immediately after the holiday, unless the employee is on approved vacation leave or sick leave.
- D. In the event a holiday falls on a weekend day, employees will receive a paid day off on either the preceding Friday or following Monday. If the holiday falls on Saturday, it will be observed on Friday, and if it falls on Sunday, it will be observed on Monday.
- E. An employee who actually works, as required, with prior approval of the Superintendent, on days of observance of the recognized, legal holidays is entitled to receive compensation at two and one half (2-1/2) times his/her regular hourly rate. This shall be referred to as "holiday premium". The requirements of Paragraph C must be met to be eligible for the premium.

ARTICLE 20 VACATIONS

- A. Twelve-month employees who work 40 hours per week shall earn paid vacation leave to be used during the year after it is earned. Vacation time will be credited based on the following rate of accumulation:
- Less than 8 years of service - 2 weeks per year
- After 8 years of service - 3 weeks per year After 15 years of service - 4 weeks per year
- After 25 years of service - 5 weeks per year
- B. All other employees scheduled for two-hundred thirty eight (238) to two-hundred-sixty (260) days per year and at least five (5) hours per day shall earn paid vacation leave based on hours worked per day at an accumulation of two weeks per year (one week of which shall be used during a time approved by the employer i.e. Spring or Christmas break) to be used during the year after it is earned.
- C. No employee will be entitled to use vacation leave during his/her first year of employment, whether or not the employee has completed his/her probationary period. If an employee has not completed his/her probationary period by the end of his/her first year of employment, the employee shall not be entitled to use vacation leave under any circumstances until he or she has completed the probationary period. Upon successful completion of the probationary period, the employee will be credited with vacation leave computed from the original date of hire into a bargaining unit position.
- D. Vacation pay shall be calculated by multiplying the number of vacation days by the number of hours for which the employee is normally scheduled to work and then by the employee's straight-time hourly rate at the time vacation is taken.
- E. Employees may carry over unused vacation leave into a subsequent year for no more than three (3) years.
- F. Vacation requests must be submitted to the Transportation Supervisor in writing at least fourteen (14) calendar days before the first day of the proposed vacation, except in emergency or extenuating circumstances, when an employee may submit a vacation request 1 to 13 days before the first day of proposed vacation. Regardless of how much notice is given, vacation may only be taken if approved by the Employer.
- G. The Employer reserves the right to limit the number of employees who may take vacation at any particular time.
- H. Vacation time shall not accrue based on the accumulation of paid overtime.
- I. Earned leave balances based on the most available information shall be included in the employee paychecks.

ARTICLE 21 JURY DUTY AND OTHER COURT LEAVE

- A. Court leave with pay shall be granted to employees summoned for jury duty, during regularly scheduled work hours, by a federal, state, or local court. In cases where the employee's absence will create a hardship on the Agency or jeopardize the safety of students or clients, the employee will be requested to ask to be excused from jury duty.
- B. Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses, during regularly scheduled work hours, where the employee is not a party to the action, if the appearance is job-related.
- C. An employee who is the appellant in an action before the State Personnel Board of Review, or the claimant before the Bureau of Worker's Compensation for a Board- related claim, and who is in active pay status at the time of a scheduled hearing or examination in the employee's case, shall be granted court leave with pay for purposes of attending such hearing or examination during normal working hours.
- D. Any compensation or reimbursement received by the employee related to jury duty or for court attendance, compelled by subpoena, must be submitted to the Fiscal Officer, when such duty was performed during regularly scheduled work hours. Employees will be paid their regular rate of pay for time spent on jury duty or court attendance during regularly scheduled work hours upon presentation of verification and any compensation/reimbursement to the Fiscal Officer.
- E. An employee who is appearing before a court or other body authorized by law to require attendance of witnesses in a case in which he/she is a party to the action, except as noted herein, may request vacation time, personal leave, or leave without pay for that purpose. Such instances would include, but not limited to, criminal or civil cases, traffic court, divorce proceedings, custody proceedings, or appearing, as directed, as a parent or guardian of juveniles.
- F. The employee should provide the Transportation Supervisor with two weeks notice whenever possible.
- G. Jury duty and other court leave may only be used for regularly scheduled work time the employee actually spends at court and travel to and from the courthouse. When the employee is released from court, the employee must return to work to complete any regularly scheduled work hours that day, except in the case of a vehicle operator whose last run of the day has already begun or on the case of any other classification if the employee has only one (1) hour or less remaining in his/her shift.

ARTICLE 22 CALAMITY DAYS

- A. Cancellation of programs or closing of facilities due to calamity will be governed by the following provisions:
 - 1. The Employer has the right to waive unit member attendance up to the number of days annually authorized by the State.

2. Closing for days beyond that authorized by the State will be made up as required on such days as set by the Employer.
3. Instances of severe weather conditions, when a program and/or facility is closed, those unit members who are required to work and are unable to report for work or who report after their regularly scheduled starting time (in no event later than 10:00 a.m.), unless approved by the Superintendent, shall be permitted to use sick leave time, personal leave time, vacation time or leave without pay to account for the time missed from work. If an emergency has been declared that prevents employees from traveling on the roads (Level 3 declared by County Sheriff's Office), then employees will not be required to report to work until the emergency conditions have expired. If the emergency conditions continue throughout an employee's scheduled work hours, then the employee will be paid for a calamity day, up to a maximum of five calamity days in a school year. If the emergency conditions expire during the course of the first half of an employee's scheduled work day, then the employee will be expected to report to work at that time, but will be paid for a portion of a calamity day for the time period the emergency conditions existed.
4. The Employer will attempt to make a determination on the closing of a program or facility as early as possible.
5. Employees who are in a non-pay status before and after a calamity day will not be paid for the calamity day.
6. Employees are responsible for listening to the designated radio stations for the "calamity day" status.
7. If a driver's route is cancelled and the program remains open, then the driver will receive calamity day pay for a total of up to five (5) days. If this total would exceed the five (5) days excused by the State of Ohio, then the driver would be required to reimburse the Board for the total not excused by the State of Ohio.

ARTICLE 23 UNION LEAVE

- A. The Union shall have three (3) days leave with pay for one (1) member of the Union to attend the OAPSE/AFSCME annual conference, conditioned on the availability of a qualified substitute. Up to three (3) additional days may be used by one additional member to attend the conference, conditioned on the availability of a qualified substitute, if the Union reimburses the Board in advance for the full gross pay and the Employer's share of PERS for the employee for each day used.

ARTICLE 24 BEREAVEMENT LEAVE

- A. In case of death in the immediate family, an employee may have three (3) working days per calendar year paid leave to arrange for and/or attend the funeral of the deceased. The employee shall be entitled to that one working day bereavement leave even if the funeral occurs on a weekend. The employee shall be granted use of up to two (2) days of other available leave upon request. The employee may be granted use of up to two (2) days additional other available leave upon approval of the Superintendent or

designee. In the case of death outside the immediate family, an employee may have one (1) working day paid leave on two (2) occasions, not to be consecutive, to attend the funeral of the deceased.

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

ARTICLE 25 PAYROLL PRACTICES

- A. Employees shall be paid in accordance with this Agreement, and individual salary notices shall not be necessary. Employees will be paid the hourly rate provided for in the negotiated wage schedule of this Agreement for authorized and assigned work hours. If the Employer requires an employee to work through lunch, the employee will be paid for lunch. Breaks will be assigned by the supervisor. Employees who are requested and assigned work in another classification shall receive the higher base rate of pay for all time worked in another classification.
- B. Employee shall be paid bi-weekly on every other Thursday. Employees shall be paid in equal pays, usually 26 per year. If a pay day falls on a holiday, employees will be paid on the Wednesday immediately preceding the holiday, except under extenuating circumstances, in which case paychecks will be issued as soon as they are available.
- C. Payroll and Union Dues Deductions
 - 1. Payroll deductions, including Union dues deductions will be made in equal installments from each bi-weekly pay in a year. Signed payroll deduction authorizations must be submitted to the Fiscal Officer no later than September 15. Deductions shall be continuous until such time as the employee withdraws such authorization in writing. Payroll deductions may be made for any of the following: City, State and Federal income tax withholding; Medicare; insurance; PERS, union dues; United Way Fund, OAPSE, P.E.O.P.L.E. and any items available through the deferred compensation program.
 - 2. By September 15th of each year, the Union shall provide to the Fiscal Officer a list of the names of each employee for whom union dues withholding should be made, and a list of the total amount that should be withheld for each employee.
 - 3. Except for unusual circumstances, the Fiscal Officer shall forward a list of the names of each employee for whom union dues withholding should be made, and a list of the total amount that should be withheld for each employee, to the Athens County Auditor-s office within five (5) work days after receipt of said lists from the Union.

ARTICLE 26 SEVERANCE PAY

Severance pay shall be a one-time, lump sum payment to eligible employees according to the following provisions:

A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The employee retires from employment with the Board pursuant to PERS regulations.
2. The employee must, within one hundred twenty (120) days of last day of employment with the Board, prove acceptance into the retirement system by having received and cashed his/her first retirement check.
3. The employee must sign for the severance check certifying that the eligibility criteria have been met.
4. At the time of retirement, the employee must be a full-time employee with ten (10) or more year's- service with the Board.

B. Benefit Calculation

The amount of the severance benefit due an employee shall be calculated by:

1. Multiplying the employee-s accrued but unused sick leave by twenty-five per cent (25%) for employees with more than ten (10) and less than fifteen (15) years of service with the Board, or by thirty per cent (30%) for employees with fifteen (15) or more years of service with the Board.
2. Multiplying the product times the employee's per diem rate of pay at the time of retirement.
3. The amount of the benefit calculated in steps one and two shall not exceed the value of sixty (60) days accrued but unused sick leave for employees with more than ten (10) and less than fifteen (15) years of service with the Board, or seventy- five (75) days accrued but unused sick leave for employees with fifteen (15) or more years of service with the Board.

- C. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

ARTICLE 27 PERS PICK-UP

- A. The Board shall contribute to the Public Employees Retirement System (PERS), in addition to the Board's required employer contribution, an amount equal to each employee-s contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employees.

- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and (2) cash salary. An employee's deferred salary shall be equal

to that percentage paid as an employee contribution by said employee and shall be paid by the Board to PERS on behalf of said employee as a "pick-up" of the PERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under the contracts (including "pick-up" amounts) and its employer contributions to PERS shall not be greater than the amount it would have paid for those items had this provision not been in effect.
- D. The Employer shall compute and remit its employer contributions to PERS based upon the total annual salary, including the "pick-up." The Employer shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Employer shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up." The Employer shall compute income tax withholding based upon gross income as reported to respective tax authorities.
- E. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The "pick-up" shall be a uniform percent for all employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section, this section shall be null and void and the PERS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 28 PROCEDURES FOR CERTAIN SUPPLEMENTAL TRIPS

- A. All supplemental trips utilizing a Vehicle Operator 3 that does not conflict with the regular route schedules, shall be posted on the designated trip board at the Bus Garage. All posted trips shall be assigned on a rotational basis from a trip rotation list, beginning with the most senior driver, that will be utilized on a continuing basis.
- B. The time for driving supplemental trips shall be rounded up to the nearest 1/4 hour, if total time is not in a 1/4 hour increment. The driving time for all supplemental trips will be a minimum of one and one half (1 1/2) hours.
- C. Supplemental trips will be posted and awarded at least one working day prior to the date scheduled for the trip. If a driver is passed or missed on the rotation list for a supplemental trip, then the affected driver will be offered the next available trip. If a

driver is asked to take a trip on the scheduled day of the trip and is not available, then they will not lose their position on the rotation list.

- D. The Employer reserves the right to cancel any posted trip, either before or after the trip is assigned. If a trip is not canceled prior to the end of a driver's a.m. route, then the driver will be paid for the scheduled trip time.
- E. Drivers shall be paid their regular rate of pay for driving time and downtime when they drive a posted trip. Drivers must assist with consumers at the trip destination, if requested to do so. Drivers will not be requested to assist with any procedure that requires special training. Drivers must remain at the destination during all downtime, except that drivers may take the bus to get something to eat if the trip goes over a mealtime and the driver is not invited to join the consumers for the meal. If there is nowhere to park the bus at the destination, the driver shall park the bus in the nearest available parking place or, if the trip is local, may return to the bus garage. Drivers may not use the bus during downtime for personal business (e.g., going to the mall or the driver's home).
- F. If a driver refuses a posted trip when offered, or is not available when the trip is assigned, then the driver loses his or her turn in the rotation.

ARTICLE 29 WAGES

- A. If any other ACBDD employee or employee group receives a wage increase during the time of this contract, Management and Union agree to enter into a negotiations re-opener to negotiate wage rates.
- B. The initial rate of pay for new hires in each classification shall be as follows:

Vehicle Operator 1 - \$9.71/hr.
Vehicle Operator 2 - \$10.44/hr.
Vehicle Operator 3-less than 238 days - \$13.44/hr.
Vehicle Operator 3 -238 days or more - \$13.44/hr.
Custodial Worker - \$10.21/hr.
Facilities Maintenance Specialist -\$10.00/hr.
Vehicle/Facility Maintenance Mechanic -\$13.71/hr.
Custodial Maintenance Worker -\$10.44/hr.
Facility/Transportation Aide Trainee -\$10.00/hr.
Facility/Vehicle Maintenance Mechanic -\$13.44/hr.
Vehicle Operator I for HAPCAP Grant - \$15.00/hr.

ARTICLE 30 INSURANCE

- A. For those employees that choose insurance coverage, the Employer shall provide a hospitalization and major medical health insurance plan(s), a vision insurance plan, a dental insurance plan(s), a prescription drug plan(s), and a group term life insurance plan(s). The Board has the right to choose all insurance carriers so long as the coverage is comparable to the present coverage.

- B. For those who choose insurance coverage, the Employer shall pay 100% of the premiums for vision and dental insurance regardless of the type of plan chosen (single, employee/spouse, employee/child, or family). The Employer shall also pay the full cost of group term life insurance in the amount of \$50,000 for all full-time employees.

The Employer shall offer two options of health insurance coverage; a HSA and a HRA. For both plans, the employee shall pay 15% of the total premium for single coverage and 20% for employee/spouse, employee/child or family coverage. The premium is for hospitalization, major medical health insurance and prescription drug plans. For calendar year 2012, the employer will deposit 90% of the deductible, \$2,700 for single coverage and \$5,400 for employee/spouse, employee/child, and family coverage) into the employee's Health Savings Account. For calendar year 2013, the employer will deposit 80% of the deductible (\$2,400 for single coverage and \$4,800 for employee/spouse, employee/child, and family coverage) into the employee's Health Savings Account. For calendar year 2014 and through the remainder of this contract, the employer will deposit 70% of the deductible (\$2,100 for single coverage and \$4,200 for employee/spouse, employee/child, or family coverage) into the employee's Health Savings Account.

These deposits will be made to that 50% of the contribution is available on January 1 and July 1. Employees may request the balance of the calendar year contribution at any time between January and July to cover unexpected medical expenses. Employees with high medical costs may request the full contribution be made for January 1.

- C. Employees scheduled to work less than 25 hours per week shall not be eligible for the benefits described in this Article.
- D. The Employer shall request that the county auditor's office continue to maintain a Section 125 Plan (insurance premiums only - not a cafeteria plan).
- E. An employee on unpaid leave of absence shall continue to be carried on payroll records for insurance purposes, but the employee shall be responsible for payment of 100% of his/her insurance premiums for the specified time of the leave, except as may be otherwise provided under Board policies or Articles in this Agreement for an employee on Family and Medical Leave. The employee taking unpaid leave shall choose either to pay the amount of the first month's insurance premiums directly to the Board prior to the commencement of unpaid leave and directly to the Board prior to the beginning of the month for each subsequent month that the employee is on leave, or to authorize that the premiums be payroll-deducted from the employee's paycheck.
- F. Employees shall be responsible for notifying the Personnel Office of changes in dependent or covered persons as soon as such change occurs. If an employee fails to notify the Personnel Office as soon as the change occurs, the employee shall reimburse the Board for all premiums paid for ineligible persons.
- G. The employer has an established Insurance Committee to study various plans and make recommendations to the Board for the health insurance for all employees. Local 697 shall have representation to this committee with two members from Local 697. The Committee shall make recommendations to the Board concerning premiums, plan features and coverage, and plan design. Representatives are expected to discuss the proposals of the Insurance Committee with Local 697 membership and provide feedback.

- H. During the duration of this contract, if any other ACBDD employee or employee group receives an employer-paid premium and or deductible percentage that differs from those in this contract, Management and Union agree to enter into a negotiations re-opener to negotiate regarding the employer-paid premium and or-deductible percentage.

ARTICLE 31 DRUG AND ALCOHOL TESTING FOR CDL HOLDERS

- A. The procedure for conducting drug and alcohol testing will be in compliance with the Federal Highway Administration regulations on Alcohol and Drug Testing (DOT-issued) and approved Board policy.
- B. The procedures for handling violation of the drug and alcohol testing policy are as follows:

1. First Offense

The Employer has the option of either:

- a) Implementing up to ten (10) day suspension without pay, which shall not be grievable; or
- b) Implementing termination or a suspension without pay of greater than ten (10) days, which would be subject to the grievance procedure.

2. Second Offense

- a) The Employer has the right to terminate the employee, and the termination or any lesser discipline imposed is not subject to the grievance procedure or any other contractual challenge.

3. Employees who have violated the drug and alcohol testing policy may be moved, at the Employer-s option, to a non-safety sensitive position, if available. If the Employer chooses to put the employee in a non-safety sensitive position, the employee will be subject to random drug testing for the first twelve (12) months following his/her placement.

4. Employees who have entered or are waiting entry into an approved treatment program may use sick leave, vacation time, personal days, and/or any approved unpaid leave during that period of time.

ARTICLE 32 PHYSICAL EXAMINATIONS

The Employer may require employees to have a physical examination, conducted by a physician appointed by the Employer, to determine the employee's capability of performing the duties of his/her position. If the Employer requires such an examination, it will pay for it. If the employee wishes to have a second opinion, the Employer and employee shall mutually agree to a second physician to provide an examination. The parties will split the cost of the second examination.

ARTICLE 33 SMOKING REGULATIONS

All staff is strictly prohibited from using any form of tobacco on or in any Board owned, leased or operated facility, property or vehicle.

ARTICLE 34 NO STRIKE/NO LOCKOUT

- A. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in or other curtailment or restriction of the Board's operation, including the honoring of any strike activity while on Board time by other employees or by non-employees of the Board, during the term of this Agreement.
- B. The DD Board will not lock out employees during the term of this Agreement.

ARTICLE 35 LABOR-MANAGEMENT COMMITTEE

- A. The Employer and Union agree to establish a Labor-Management Committee for the purposes of discussing and addressing issues or concerns related to working conditions, health and safety and any other work-related topic not specifically addressed in this Agreement.
- B. The Committee will consist of two (2) representatives of the Employer and two (2) representatives of the Union. Meetings may be held every two months, beginning in the month of September each year, on dates and times mutually agreed upon by the parties. Additional meetings may be scheduled upon mutual agreed between the parties. The Labor-Management Committee shall not be used for the purposes of adjustment of grievances or negotiations.
- C. Agendas will be exchanged by the parties five (5) working days prior to each meeting.

ARTICLE 36 AGENCY SHOP

- A. Each employee covered by this Agreement, and for new employees hired, one-hundred-eighty (180) working days following the beginning of their employment, who do not voluntarily acquire or maintain membership in the Union, shall be required to pay the Union an agency fee, which shall not exceed the dues paid by members of the Union. The agency fee shall be deducted in the same manner and time schedule as Union dues and forwarded by the Employer to the Union in the same manner, and a signed written authorization for the deduction shall be required in either case.
- B. The Union shall notify the Employer of the agency fee amounts and of any changes in the amounts of dues deductions.
- C. The Union will notify employees who pay their Agency fee of any appeal procedures and the employer rights under ORC 4117.09 (C) for rebate procedures.

ARTICLE 37 ASSIGNMENT OF BUS ROUTES

- A. If it becomes necessary to assign one or more vehicle operators to work a regular work week other than five consecutive days, Monday through Friday, five hours a day, the Transportation Supervisor will discuss the matter with the affected employee(s) at least one week prior to making the change, to get the employee's input. It is agreed and understood that regular routes during the school year will be assigned between all Vehicle Operator 3 (180 days and 238 day drivers). Prior to the end of the school year the summer routes will be assigned between the 238 day drivers. If the affected employee(s) does not want to make change, the Transportation Supervisor will determine if another vehicle operator would be willing to switch schedules voluntarily. If no volunteer is available, however, then the Transportation Supervisor will assign the vehicle operator with the least classification seniority to work the changed scheduled and the other vehicle operator to work the schedule and drive the route of the least senior vehicle operator.
- B. At the beginning of the 2012-13 school year, all regular routes will be bid. No additional routes will be bid until the beginning of 2015-16 school year for school routes and in May 2016 for the summer routes, and every three consecutive years thereafter. The Transportation Supervisor will assign bus routes to employees within each classification by seniority bid procedure. Bus routes may be changed or reassigned at any time during the school year if the Employer determines it is necessary because of driver job performance difficulties or to meet the operational needs of the Employer. Employees whose bus routes have been substantially changed may elect to bump a driver from another route based on seniority. However, employees may only bump a driver from another route under this provision one time in a given school year. All summer routes will be posted and bid in accordance with the above procedures. Only Vehicle Operator 3 (238 days or more) drivers will be eligible for the summer routes.

ARTICLE 38 CONTRACT ADMINISTRATION

A. Savings Clause

This Agreement supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee, except for Board policies the subject of which is not in conflict with any provision of this Agreement. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

B. Waiver of Negotiations

During the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific

provisions of this Agreement are the sole source of any rights which the Union or any employee may charge the Employer with violating in raising a grievance.

C. Amendments to Agreement

This Article shall not bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate. Amendments to this Agreement shall be in writing and must be signed by an authorized representative of each party.

D. Severability

In the event any of the provisions of this Agreement shall be declared illegal or repealed, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.

E. Agreement Supersedes ORC

The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the ORC specifically in the Articles where the contract requirements differ from ORC requirements.

F. No discrimination

Discrimination is prohibited. No employee shall be favored or discriminated against based on race, sex, religion, national origin, or disability protected under federal law.

G. Agreement Supersedes Civil Service

The parties intend, to the fullest extent allowed by law, for this Agreement supersede and take the place of the Ohio Civil Service laws and rules in all provisions addressed by this Agreement, even where civil service laws and rules are not specifically referenced. It is understood that the State Personnel Board of Review and DAS shall have no authority or jurisdiction as it related to article of this Agreement. The parties hereby agree that, for purposes of this Agreement, none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of payroll, personnel actions, or any other type of documentation regarding bargaining unit employees at the Ohio Department of Administrative Services shall apply to the bargaining unit employees.

H. Agreement Supersedes Board Policies

The parties intend for this Agreement to supersede any specific Board Policy when the subject is addressed in the Agreement and is in conflict with Board Policy.

ARTICLE 39 EVALUATIONS

- A. Each employee will be evaluated by the immediate supervisor to whom he/she is regularly assigned on an annual basis (once per year). The evaluation will cover the employee's performance since the previous evaluation. Once the evaluation process is started, it shall be completed by the supervisor within thirty (30) days. When the evaluation is completed, the employee's performance rating will be reviewed and discussed by the

supervisor with the employee. The Superintendent has the final approval of the evaluation process and the form will not be completed until such approval is made.

The employee shall sign a copy of the evaluation as evidence that such a meeting was conducted and shall receive a copy of the evaluation.

- B. All employees on a probationary status will be evaluated twice during the probationary period. The first evaluation is to be made at mid-point of the probationary period. The second evaluation is to be made within ten (10) days prior to the end of the probationary period. When making the final probationary evaluation, the supervisor shall indicate on the evaluation whether the employee is to be retained or not retained in employment. If a recommendation is made to retain the employee, then the employee has successfully completed the probationary period (120 days).
- C. As with all articles of this agreement, the evaluation procedure is grievable, but the text of the evaluation is not grievable. However, if any employee is in disagreement with his/her evaluation, then the employee may attach a rebuttal statement to the evaluation form.

ARTICLE 40 DURATION

- A. This Agreement shall be effective July 1, 2012 to June 30, 2015 and annually thereafter, unless either party requests to modify, alter or change any provision of this Agreement. Such request shall be in accordance with the negotiations procedures of this Agreement.

ATHENS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Eric Young
SUPERINTENDENT

Dated 6/26/12

Jim Wynn
BOARD PRESIDENT

Dated 6-26-12

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/AFSCME # 697

[Signature]
PRESIDENT OAPSE LOCAL 697

Dated 7/24/12

[Signature]
DESIGNATED REPRESENTATIVE

Dated 6.28.12

Clark V. Blackford
FISCAL OFFICER

Dated 7-24-12

ATHENS COUNTY COMMISSIONERS

Mark Sullivan
COMMISSIONER

Janey Papp
COMMISSIONER

Long Elison
COMMISSIONER

Approved as to form:

Kellen J. Black
Athens Co. Prosecuting Attorney's Office

7/17/12
Date



OFFICIAL GRIEVANCE FORM

NAME(S) OF GRIEVANT(S) _____

Phone Number _____ Email Address _____

IS THIS A CLASS ACTION GRIEVANCE? Yes No

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

Statement of Grievance: _____

Remedy requested: _____

Date Presented to Management Representative _____

Title _____

Management's Signature _____

Management's Disposition of Grievance: _____

I authorize the OAPSE Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Withdraw Authorization

I _____ knowingly, hereby agree to withdraw this grievance.

Grievants' Signature _____

THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES

