STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN
THE WARREN COUNTY BOARD OF DD

AND THE

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (OAPSE)/AFSCME LOCAL 4, AFL-CIO AND ITS LOCAL 302

January 1, 2011 – December 31, 2013

55

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	Preamble	3
1	Union Recognition	3
2	Management Rights	3
3	Non Discrimination	5
4	Dues Deduction & Fair Share Fee	5
5	Union Representation	6
6	Work Rules	8
7	Personnel Files	8
8	Negotiation Procedures	9
9	Probationary Periods	10
10	Seniority	11
11	Vacancies/Promotions	12
12	Corrective Action	12
13	Grievance Procedure	13
14	Safety & Health	16
15	Labor/Management Meetings	17
16	Certification, Licensure & Registration	17
17	Alcohol/Drug Standards	18
18	Fitness for Duty Examinations	20
19	Performance Appraisals	20
20	Hours of Work and Overtime	21
21	Travel Expenses	22
22	Uniforms & Personal Property	22
23	Insurance	22
2	Wages	23
25	Pay for Working out of Classification	24
26	Paid Leave Days	24
27	Vacation	25
28	Personal Time	26
29	Sick Leave	27
30	Sick Leave Conversion	28
31	Disability Leave	28
32	Family and Medial Leave	29
33	Paid Leave of Absence	29
34	Calamity Days	30
35	Leave Without Pay	31
36	Transportation Division Bidding	31
37	Transportation Division Rotation of Extra Trips/Field Trips	33
38	Contracting/Subcontracting	34
39	Layoff and Recall	35
40	No Strike/No Lockout	36
41	Waiver in Emergency	36
42	Severability	37
43	Duration	37
	Signature Page	38
	Appendix A	39
	Appendix B	43
	Appendix C	44
	Appendix D	45
	Appendix E	50
	Appendix F	51

PREAMBLE

This contract, hereinafter referred to as the "Agreement," sets forth the entire agreement between the Warren County Board of Developmental Disabilities Board, hereinafter referred to as the "Employer," and Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO and its Local 302, hereinafter referred to as "OAPSE" or the "Union."

The purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1
UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the professional and nonprofessional units as certified and on file by the Ohio State Employment Relations Board (hereinafter "SERB") on May 9, 1996 (95-REP-07-0137), including all amendments and clarifications agreed to in the future as certified by SERB. The bargaining unit as certified by SERB in Case No. 95-REP-07-0137 is as follows:

Included: All full-time and part-time employees in the following classifications:

Bus Assistant
Vehicle Operator/Driver
Transportation Secretary

Excluded: All supervisory management, and confidential employees, as defined by chapter 4117 of the Ohio Revised Code and transportation specialist.

Section 1.2. The retitling of a position for any reason shall not affect bargaining inclusions or exclusions.

Section 1.3. Unless delineated specifically by clause, all provisions of this Agreement apply equally to both professional and nonprofessional units.

Section 1.4. In the event of a change of duties of a position within the bargaining unit, or in the event that a new position is created within the Transportation Department of the Agency, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Union notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union and a joint petition for amendment of the bargaining unit shall be filed with the State Employment Relations Board (SERB). If the parties do not agree, the parties shall jointly petition SERB pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations for a determination of bargaining unit status.

ARTICLE 2
MANAGEMENT RIGHTS/SAVINGS CLAUSE

Section 2.1. **MANAGEMENT RIGHTS**. The Employer reserves all the customary rights, privileges, or authority of management as set forth in Ohio Revised Code §4117.08(C), except as modified by the express terms of this Agreement, including but without limiting to the following:

A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure, and to utilize personnel in a manner designed to effectively meet these purposes;

B. To direct, supervise, evaluate, or hire employees;

C. To promulgate and enforce employment rules and regulations not in conflict with this Agreement and to otherwise exercise the prerogatives of management;

D. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

E. To determine the size, composition, and duties of the work force, and the number of shifts required; to establish work schedules; to establish hours of work; to establish vehicle route schedules and hours; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;

F. To maintain and improve the efficiency and effectiveness of governmental operations;

G. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

H. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

I. To determine the adequacy of the work force;

J. To determine the overall mission of the employer as a unit of government;

K. To effectively manage the work force;

L. To take actions to carry out the mission of the public employer as a governmental unit;

M. To determine and implement necessary actions in emergency situations;

N. To require involuntary reassignments within the same classification, as necessary, giving consideration to the employee's desires.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the state of Ohio and the rules and regulations promulgated by the applicable state agency and the Constitution and laws of the United States. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights, which alter or modify an existing provision of this Agreement. The parties also hereby agree and understand that the Board shall have the right to implement any management rights not specifically addressed in the collective bargaining Agreement provided that the Board engages in good faith negotiations with the Union prior to implementation.

SECTION 2.2. **SAVINGS CLAUSE**. This Agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements written or oral.

The parties acknowledge that during the negotiations which resulted in this Agreement, each party 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 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, the Board and the association for the life of this Agreement, each voluntarily and unqualifiably waives the rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which could have been collectively bargained but was excluded in this Agreement. It is further agreed that the Board and the Association have no obligation to bargain collectively during the term of this Agreement unless mutually agreed upon by the Board and the Association. or said bargaining is requested by the Board in accordance with the implementation of management rights pursuant to Article 2.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1. The Employer and the Union agree that neither will discriminate against any employee on the basis of race, color, sex, age, religion, ancestry, national origin, handicap, disability. However, Section 3.1 of this Agreement shall not be subject to the grievance procedures set forth at Article 13 and therefore applicable remedies and procedures under state and federal law shall apply.

Section 3.2. The Employer and the Union agree not to restrain or coerce any employee because of Union membership or non-membership or because of any authorized employee activity in an official capacity on behalf of the Union.

ARTICLE 4
DUES DEDUCTION & FAIR SHARE FEE

Section 4.1. The Employer agrees, that upon receiving a written authorization that has been voluntarily submitted by a bargaining unit employee, to deduct from earned wages Union membership dues. The Employer agrees to deduct regular Union dues twice each month from a regular paycheck of bargaining unit employees. Deductions shall commence with the first pay period in which dues are customarily deducted following receipt of the signed authorization card.

Section 4.2. Within fifteen (15) days after the deductions are made, the Employer shall forward all dues to the Union State Treasurer with a list of those employees for whom payment is made, the amount deducted, and a copy of the list shall be submitted to the Union's Local Treasurer.

Section 4.3. Other than to make the deductions described in this Article and forward the same to the Union, the Employer assumes no additional obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the check-off authorization; in accordance with the terms of this Agreement.

Section 4.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 4.6. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay the fair share fee shall commence either sixty-one (61) days following execution of this Agreement or sixty-one (61) days following an employee's date of hire, whichever is later. Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate procedure,

which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues. The Union agrees to provide the Employer with a copy of its most recent annual notice sent to fair share fee payers each year prior to any fair share fee amounts being deducted by the Employer.

Section 4.7. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date the Employer forwards the deductions to the Union. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 4.8. The rate at which dues and fair share fees are to be deducted shall be certified to the Employer, in writing by the Union. The Union shall give to the Employer notice of any change to the annual dues and fair share fee rate at least thirty (30) days in advance of the effective date of any change. The Employer agrees to implement any change in annual dues and fair share fee rate on the effective date indicated by the Union so long as the thirty (30) day advance notice has been provided.

Section 4.9. If requested by the Union, the Employer will provide to the Union for each employee the amount of the gross annual income as reflected on the employee's W-2 form received from the Employer for the previous year including any deferred or tax-sheltered compensation.

ARTICLE 5
UNION REPRESENTATION

Section 5.1. The Employer agrees to permit up to two (2) Union staff representatives who are not employees of the Employer reasonable access to the Employer's premises during normal office business hours provided, however, the staff representatives, except in emergency situations, shall provide to the Employer twenty-four (24) hours advance notice that the staff representative(s) will be on the Employer's premises during normal office business hours. Such staff representative(s) shall, after entering a building during normal office business hours, first inform the head supervisory person in the building of his/her presence and the nature of the Union activity. The Employer shall furnish to the Union the names of the head supervisory person of each building.

Such staff representative(s) shall also be permitted access to the Employer's facilities for any scheduled Union meeting to be held before or after normal office business hours. The Union agrees that no representative(s) of the Union shall interfere with the work duties of the employees except to the extent otherwise authorized herein. Such visitations shall be for the purpose of conducting Union business.

Section 5.2. The Employer shall recognize as Union representatives the President or his or her designee, the Vice President, and a grievance steward.

Section 5.3. The Union shall provide to the Employer an official roster of its Union representatives which is to be kept current at all times and shall include the following:

A. Name;

B. Assigned work area;

C. Union position held; and

D. Work address and phone number of Union staff representatives who are not employees of the Employer.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 5.4. Except as provided in this Article, the writing of grievances shall be on non-work time. Grievance meetings and hearings will be held at mutually agreed upon times and places. Union representatives attending labor management meetings, grievance hearings and predisciplinary conferences, and mutually agreed to consultations with the Employer or its representative concerning the enforcement of this Agreement scheduled during normal working hours shall not cause affected Union representatives to suffer any loss of pay. Grievants attending grievance hearings scheduled during an employee's regular work hours shall not suffer any loss of pay while attending the hearing. No Union representative shall interfere with the normal work duties of employees to conduct Union business except with the approval of the head supervisory person in the building.

Section 5.5. The Employer agrees that the Union and its representatives may use the Employer's inter-agency mail system to distribute mail for Union purposes, provided, however, the mail system shall not be used for bulk mailings to the entire bargaining unit in excess of ten (10) sheets of 8½ x 11 paper per individual mailing without the approval of the Superintendent, which approval shall not be unreasonably withheld. In the event the Union's representatives use the employer's interagency mail system to distribute mail for Union purposes, the Superintendent or Superintendent's designee shall be provided a copy of any such correspondence and/or documents distributed.

Section 5.6.

A. The Employer agrees to provide space for a bulletin board in an agreed upon area of the transportation facility/building for use by the Union.

B. The Union shall not place on the bulletin boards:

1. Material, which is of a highly controversial nature or primarily of a partisan political nature;

2. Material that is derogatory of any employee or the Employer, provided, however, material which reports on the status of unfair labor practices filed against the Employer or strike notices and copies of materials filed with or by the State Employment Relations Board shall not be prohibited.

C. Documents placed upon the bulletin board other than those filed at or from the State Employment Relations Board shall be initialed and dated by the person placing them upon the bulletin board.

D. If the Employer in good faith determines that certain material placed upon the bulletin board violates Section 5.6 B. of this Article, the Superintendent or designee may request the Union President to remove such material from the bulletin board and such request shall be subject to the following:

1. If the Union President refuses to remove such material from the bulletin board within a reasonable time of being requested to do so by the Superintendent or designee, the Superintendent or designee may remove such material and discipline the responsible party if appropriate.

2. If the Union feels the removal of the material by the Superintendent or designee was improper, the Union may file a grievance challenging such removal which grievance shall be automatically advanced to Step 4 of the Grievance Procedure.

Section 5.7. Up to two (2) employees shall be permitted to attend OAPSE conferences without loss of pay. The total number of days allowed will be no more than six (6) days total during any calendar year. Notification of delegate status and intent to attend said conference shall be presented to the Superintendent at least thirty (30) days prior to the meeting date.

Section 5.8. The Union may use the Employer's facilities for Union meetings and other appropriate activities with prior approval from the Superintendent subject to the same requirements as other public groups.

Section 5.9. Regular Board meeting agendas shall be sent to the Union Local President when possible at least one workday prior to the Board meeting.

ARTICLE 6
WORK RULES

Section 6.1. Except as modified by this Agreement, the Employer or its designee(s) in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures and directives, consistent with Chapter 4117. For the purpose of this Article, all of the above shall be considered inclusive in the terminology of work rules. Work rules which affect employees of this bargaining unit may only cover subjects not addressed in this Agreement. The Employer shall not promulgate and enforce work rules which unilaterally change wages, hours or terms of this Agreement.

Section 6.2. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 6.3. Any additions or amendments to the work rules shall be reduced to writing and placed in employees' mailboxes, posted on department bulletin boards for a period of five (5) working days, provided to the Association President, and signed by all affected employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. Any employee on a leave of absence, sick leave, vacation, or other approved leave shall be required to sign the acknowledgment within three (3) working days upon return to work.

ARTICLE 7
PERSONNEL FILES

Section 7.1. Each employee may inspect his/her personnel file which is maintained by the Employer at any reasonable time during business office hours provided that the employee gives the Employer reasonable advance notice in writing, and that the inspection will be conducted at a time designated by the Employer, but not later than the close of business on the next business day. A Union representative, if desired by the employee, may accompany the employee to review the file. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection. The employee shall have the right upon written request, to receive one (1) copy of any materials placed in his/her personnel file.

Section 7.2. An employee may submit a statement of rebuttal or explanation, which will be attached to such document in the employee's personnel file.

Section 7.3. An employee shall receive and initial a copy of any disciplinary or corrective action form before it is placed in his/her personnel file. If the employee refuses to initial it, a statement to that effect shall be noted on the document, and the refusal to initial the form shall not be used as a basis to challenge the validity of the action.

Section 7.4. Employees shall be notified of all public records requests to review the employee's personnel records within two (2) days after the request is made.

Section 7.5. No anonymous complaints or information will be placed in employee's personnel files.

ARTICLE 8
NEGOTIATION PROCEDURES

SECTION 8.1. The Board, or the designated representative of the Board, will meet with the representative designated by the Union for the purpose of discussing and reaching agreements. All negotiations shall be

conducted exclusively between said teams. The Board's negotiating team and the Union's negotiating team will be limited to six (6) members each. Neither party shall have control over the selection of the other's party's team members. While no final agreement shall be executed without ratifications by the Union and adoption by the Board, the negotiating teams will have the authority to make proposals, consider proposals and determine items acceptable to both parties involved in negotiations. Field representatives of the Union shall be included in the local negotiating team.

Consultants may be used by each of the parties in any of the negotiation meetings in an advisory capacity. Consultants will not be permitted to enter into discussions unless both parties agree to permit them to address the teams.

The expense of such consultants shall be borne by the party requesting or hiring them.

A. EXCHANGE OF INFORMATION:
Prior to and during the period of negotiations, or impasse provisions, the Board and the Union agree to provide to each other requested information concerning the issue(s) under consideration.

B. REQUEST FOR MEETING:
Upon receipt of written request for meeting, either party will have five (5) days to reply to the request.

C. SUBMISSION OF ISSUES:
All issues for negotiations by the Union and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party following the designated meeting unless agreed by both parties.

D. NEGOTIATION MEETING:
The parties shall meet at places and times agreed upon at the beginning of the prior meeting. The times and places of the following meeting shall be agreed upon at the onset of the beginning of each session. All meetings shall be held in executive session.

If the Board, or its designated representative, desires to set a negotiation meeting during working hours, all members of the negotiating team normally employed during those hours shall be paid for those hours at the regular rate. All meetings after the normal working hours would not be affected.

E. CAUCUS:
Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time within which to caucus in privacy.

F. PROGRESS REPORTS:
During negotiations, interim reports may be made to the Union by its representatives and to the Board by its representatives. Each party will be responsible for requesting that the information from such reports be regarding as only proposals and shall be confidential information with the organization concerned.

G. PROTOCOL:
No action to coerce, censor or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party so represented. Both sides agree to conduct themselves in a professional and non-personal manner.

H. TENTATIVE AGREEMENT:
As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both

parties on that item or issue, subject to finalization by ratification by the membership of the Union and adoption by the Board.

I. AGREEMENT:
When an agreement is reached through negotiations, the outcome shall be reduced to writing. Both parties shall review the Agreement together to determine the accuracy of the transcript. If the Agreement is then in proper form, it shall be submitted first to the Union for ratification and then to the Board for adoption after the Union approves the Agreement. When adopted by the Board, the Agreement shall become part of the official Board minutes. Said Agreement shall be signed by the Board's representatives and by the Union's representatives.

J. INTENT TO RECOMMEND:
Prior to the negotiated agreement being presented to the Union and to the Board, both negotiating teams shall pledge to recommend adoption of the tentative agreement.

K. IMPASSE:
In the event an impasse develops between the parties during the negotiations, they shall, in accordance with the Ohio Revised Code (ORC), Section 4117.14, utilize an alternative dispute settlement procedure through the Federal Mediation and Conciliation Service, as opposed to the fact finding process contained in ORC 4117.14(c) and under Ohio Administrative Code Rule 4117-9-05. The statutory notice requirement contained in ORC 4117.14(d)(2) will remain in effect throughout the negotiations and thereafter.

ARTICLE 9
PROBATIONARY PERIODS

Section 9.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The length of the probationary period shall be in accordance with the following schedule based upon the employee's unit. Time spent in substitute status will not count toward the probationary period.

LENGTH OF PROBATIONARY PERIOD
120 calendar days

A newly hired probationary employee may be terminated any time during his/her probationary period and shall have no appeal over such removal.

Section 9.2. An employee who laterally transfers to a position within the same classification shall not be required to complete an additional probationary period. An employee changing job classification assignment will be required to successfully complete a probationary period of 60 calendar days. The probationary period for an employee changing job classification assignment shall begin on the effective date of the classification change. The length of the probationary period shall be in accordance with the following schedule based upon the employee's unit:

LENGTH OF PROBATIONARY PERIOD
60 calendar days

An employee changing job classification who evidences unsatisfactory performance may be returned to his/her former classification any time during his/her probationary period of 60 calendar days. An employee may also choose to voluntarily return to his/her former position by providing his/her supervisor a written request for such return to the prior position within twenty (20) days after accepting the new position.

Section 9.3. All time spent in no-pay status, including approved leaves of absence and disciplinary suspensions, shall not be counted toward the completion of the probationary period.

Section 9.4. Part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full-time employee.

Section 9.5. The Employer will conduct at least one performance evaluation prior to the end of each employee's probationary period to measure the employee's fitness to continue in the position.

ARTICLE 10
SENIORITY

Section 10.1. Agency seniority shall be computed on the basis of the total uninterrupted length of continuous service with the Employer. Division or divisional seniority shall mean the uninterrupted length of continuous service within a division. Classification seniority shall mean the uninterrupted length of continuous service within a specific classification. Continuous service shall begin on the date the employee first receives compensation from the Employer in the division and in the specific classification. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 10.2. An approved leave of absence, absence due to layoff, military leave, disciplinary suspension, or workers' compensation leave does not constitute a break in continuous service provided the employee follows the procedure for such leave and returns to active service immediately following the expiration of the approved leave or disciplinary suspension.

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

A. Discharge for just cause or involuntary separation;

B. Retirement;

C. Layoff and expiration of recall rights;

D. Failure to return to work within the time provided for recall from layoff absent extenuating circumstances such as illness, injury, or disability;

E. Failure to return to work at the expiration of leave of absence; and

F. Resignation.

Section 10.3. Employees laid off shall retain their seniority while they have recall rights.

Section 10.4. Annually, the Employer shall provide the Union with a copy of a current seniority list of all bargaining unit classification. The Union may meet with the Employer to review the list at the next labor/management meeting. The seniority list shall be made up by classification and shall contain, in order of seniority, names and dates of hire of each employee in the bargaining unit.

Section 10.5. For purposes of this Article and Agreement, reinstatement shall refer to recall from layoff, return from disciplinary suspension, return to employment by the award of an arbitrator or any court of competent jurisdiction, return from leave of absence, workers' compensation leave, or military leave, or return to a position as the result of a non-initial probationary failure.

ARTICLE 11
VACANCIES/PROMOTIONS

Section 11.1. Whenever the Employer determines that a vacancy exists within the bargaining unit which the Employer intends to fill, and such a vacancy is not filled through recall from a layoff list, the Employer shall post a vacancy notice on the bulletin boards where employee notices are usually posted for ten (10) working days prior to filling the vacancy. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required or desired, name and classification of immediate supervisor, location of reporting and working, and the deadline and place of application. Any qualified employee who wishes to apply for the vacant position(s) shall do so by submitting a written application to the Employer. The Employer shall interview all employees who appear to meet the qualifications listed on the posting.

Section 11.2. The Employer will consider the following criteria in selecting the successful applicant: experience; ability to perform the work; education; records of attendance and discipline; other qualifications including testing results; and seniority. The Employer will select the best qualified applicant based on these criteria. If the qualifications of two (2) or more applicants are relatively equal, then the most senior qualified applicant shall be selected. In any case where the Union appeals the Employer's decision regarding the filling of a position, the Union must show that the selected employee was not the best qualified.

ARTICLE 12
CORRECTIVE ACTION

Section 12.1. No employee shall be disciplined, demoted, suspended, or discharged except for just cause. The forms of disciplinary action are:

A. Level 1 - Documented Verbal Warning;

B. Level 2 - Written Warning;

C. Level 3 - Written Warning and/or a Suspension without pay;

D. Level 4 - Discharge from employment.

Section 12.2. Except in instances of serious misconduct, which may include chronic misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of job performance. Progressive discipline may encompass chronic misconduct for instances which may or may not be similar in nature. In such circumstances, the administration is permitted to appropriately accelerate the level of discipline in accordance with the considerations provided for herein.

Section 12.3. The Employer and the Union agree that all disciplinary procedures shall be carried out in a private and in a businesslike manner.

Section 12.4 Whenever the Superintendent and/or his/her designee determines that an employee may receive a Level 3 Warning or be suspended, or discharged, a pre-disciplinary conference will be scheduled to give the employee an opportunity to respond to the charges of misconduct. The employee will be accompanied by a Union representative at the conference. Written notice of such conference will be mailed or personally delivered to the employee and the Union President. Such notice shall specify the time, date, and location of the conference.

Section 12.5 In any investigatory interview between a bargaining unit employee and the Employer where it is reasonably expected that discipline of the employee being interviewed will result, the affected employee will have a Union representative present at such interview.

Section 12.6. Records of any disciplinary action, except those offenses specifically listed below, shall cease to have force and effect eighteen (18) months after their effective date, providing there is no intervening disciplinary action taken during that time period.

A. Disclosure of confidential information;
B. Abuse;
C. Any act of harassment or intimidation; and
D. Violence against any person served by the employer.

Section 12.7. Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action.

ARTICLE 13
GRIEVANCE PROCEDURE

Section 13.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement, including the assignment to a job classification listed in Appendix A, or the reasonableness of the application of work rules, policies, procedures and/or directives that affect the rights of the Union or employees, or any discharge or other disciplinary action.

Section 13.2. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. Whenever used in this procedure, "days" shall mean working days, not including Saturdays, Sundays or holidays unless calendar days are specified. Each grievance shall be processed in the following manner:

Step 1 - Informal Step: Prior to proceeding with the formal grievance procedure under this article, the grieving employee is required to discuss the matter with their immediate supervisor with the objective of resolving the matter informally.

Step 2: Within fifteen (15) days after the grievant knows or should have known the facts given rise to the grievance, the grievant shall submit a written grievance to the Human Resources Director or the Human Resources Director's designee. The Human Resources Director or designee is required, within fifteen (15) days after receipt of the Step 2 grievance form, to schedule a meeting with the grievant. The Human Resources Director, or his/her designee, shall provide a written response to the grievance within fifteen (15) days following the day in which the Step 2 grievance meeting occurs.

Step 3 - Superintendent: If the grievance is not resolved at Step 2, the grievant may:

A. Within fifteen (15) days following receipt of the Step 2 reply, refer the grievance to the Superintendent or his/her designee. A copy of all previously written documents involved in the action shall be attached to the grievance and made a part thereof. Upon request by the grievant or the Union, the Superintendent, or his/her designee, shall have fifteen (15) days in which to hold a meeting with the aggrieved person. The Superintendent, or his/her designee, shall investigate and respond in writing to the grievant within fifteen (15) days following the meeting date or receipt of the grievance, whichever is later.

B. In the event the grievance is not resolved at Step 3, the parties may mutually agree to submit the grievance to mediation. A joint request shall be made to FMCS to obtain the services of a federal mediator.

Step 4 - Arbitration:

A. If the grievance is not resolved at Step 3, the Union based upon the facts presented has the right to decide whether to arbitrate the grievance. Within thirty (30) calendar days from the date of the final answer on a grievance from Step 3, the Union shall notify the Employer of its intent to seek arbitration over the unresolved grievance. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be resolved based on the Step 3 reply.

B. The Employer and OAPSE shall immediately thereafter select an arbitrator to hear the dispute. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be requested to submit a panel list of ten (10) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. A toss of the coin shall determine who strikes the first name. Each party may twice reject the list and request another list from FMCS. The arbitration hearing shall be conducted in accordance with the rules of FMCS. The arbitrator shall be requested to render a decision and award within thirty (30) calendar days following the hearing or submission of final briefs.

C. If a grievance is withdrawn or a hearing is postponed after the arbitrator is selected and scheduled, the party responsible for withdrawing the grievance or postponing the hearing shall be assessed any cancellation or postponement fee charged by the arbitrator, unless the parties agree otherwise.

D. The arbitrator shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no power or authority to change, amend, modify, add to, delete from or otherwise alter this Agreement. The arbitrator shall be without authority to make any award based upon rights arising under any practice established prior to the initial agreement between the parties.

E. The costs and fees of the arbitrator shall be borne by the losing party, except where the award represents a split decision, in which case the arbitrator shall assign costs. The expenses of any non-employee witnesses shall be borne, if any, by the party calling them. The fees of the court reporter or any other method of providing an official transcript of the hearing 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 transcripts. Any bargaining unit member whose attendance is required for such hearing including the grievant, the Union President (or his/her designee), and witnesses shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. All meetings scheduled under Steps 1 through 4 of this procedure shall be scheduled at mutually agreeable times.

Section 13.3. The "grievant" or "aggrieved person" is the Union or the person(s) making the claim. A grievance, under this procedure, may be brought by any member of the bargaining unit or by the Union on behalf of unit members or itself. Where the Union or a group of the bargaining unit members desire to file a group grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance, however other affected employees may be called as witnesses by either party. If a group grievance is filed, separate grievances by each of the affected employees need not be filed.

Section 13.4. All grievances must be processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step, provided however, any grievance not answered by the Employer's representatives within the stipulated time limits shall be considered to have been answered in the negative and shall be automatically advanced to the next step in the grievance procedure, except Step 4 - Arbitration, which requires a specific request by the Union. The Employer shall provide copies of all written responses to grievances to the Union President or his/her designee. The aggrieved person 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.

Section 13.5. Time limits set forth herein may only be extended by mutual agreement between the parties, which agreement shall be in writing.

Section 13.6. All written grievances shall be submitted on the grievance form mutually agreed upon by the parties, and should contain the following information:

A. Aggrieved person's name and classification;

B. Name of the aggrieved person's immediate supervisor;

C. Date grievance is being filed;

D. Date, time, and location (if appropriate) of incident giving rise to the grievance;

E. A description of incident or statement of perceived facts;

F. Sections of the Agreement alleged to have been violated;

G. Desired remedy to resolve the grievance;

H. Name of the Union Representative;

I. The signature of the aggrieved person or person filing the grievance form.

Section 13.7. The aggrieved person shall have the right to a Union representative at all Steps of the Grievance Procedure. In the event that the employee does not desire Union representation, the Employer will advise the Union of the time and place of the grievance meeting and the Union shall have an opportunity to be present and, in such event, no adjustment as a result of that employee's grievance shall be inconsistent with the terms of this Agreement. No labor organization or representative of the employee other than those designated by the Union may represent the employee or be present during any step of the grievance procedure. A grievant has a right, but is not required to attend a grievance meeting at any step.

Section 13.8. Disciplinary actions of Level 1 and Level 2 Warnings taken by the Employer against any bargaining unit employee, may be appealed up to Step 3 of the grievance procedure, but shall not be appealed to Step 4 - Arbitration. However, if such Level 1 or Level 2 actions are used to support any Level 3 or higher disciplinary action, such Level 1 or Level 2 actions may be challenged along with the Level 3 or higher action.

Section 13.9. Grievances concerning insurance and disciplinary actions of Level 3 Warnings, suspension without pay, and/or discharge from employment taken by the Employer against any bargaining unit employee may be appealed directly to Step 3 of the grievance procedure. For those grievances introduced directly at Step 3, the time limitations within which a grievance must be brought as set forth in Step 2 shall apply.

Section 13.10. The State Personnel Board of Review shall have no jurisdiction to receive and determine any appeals relating to matters that are subject to this grievance procedure.

ARTICLE 14
SAFETY & HEALTH

Section 14.1. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 14.2. Employees are responsible for reporting unsafe conditions; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established by the Safety Committee. The responsible supervisor or Division Director shall note all reports of safety complaints and forward copies to the Safety Officer and the Safety Committee.

Section 14.3. An employee acting in good faith has the right to refuse to work under conditions he/she reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his/her position. Any incident of work refusal shall immediately be reported to the Safety Officer and Safety Committee, who will

advise the Employer whether they believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Officer and Safety Committee are advisory only, and shall not bind the Employer or prevent the employee(s) from filing a safety complaint or grievance. For purposes of this Section, a quorum of the Committee shall consist of one (1) Employer appointee and one (1) Union appointee.

Section 14.4. When work place engineering and/or work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer will provide personal protective equipment. The employee is responsible for using or wearing safety equipment and/or personal protective equipment where it has been deemed necessary.

Section 14.5. The Board shall provide rubber gloves and all materials in order to comply with universal precautions dealing with body fluids at each work site and on each vehicle.

Section 14.6. The Employer and the Union agree to establish a Safety Committee consisting of the Safety Officer and up to three (3) additional members appointed by the Employer and two (2) bargaining unit members appointed by the Union. Appointed members shall not serve more than a one (1) year term. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures.

Section 14.7. Employee exposure records (Environmental monitoring, and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to his/her designated representative. Employee medical records including Biological Monitoring shall be made available to the employee, and to his/her designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 14.8. Exposure to Blood Borne Pathogens (BBP) and Other Potentially Infectious Material (OPIM) is an inherent health hazard for all bargaining unit positions. The Employer shall advise employees of the medical conditions of participants in the most legally appropriate way in order to avoid or reduce the risk of exposure or infection and to facilitate proper care of the participant. The Employer shall provide Hepatitis B vaccinations to all employees at the Employer's expense. Employees shall have the opportunity to accept or not accept the vaccinations, and shall so indicate on forms provided by the Employer.

Employees exposed to tuberculosis (TB) in the workplace shall be provided with TB tests at the Employer's expense. Employees who test positive for TB shall be provided with necessary medication at the Employer's expense to the extent such medication is not paid for under the health insurance plan covering the employee.

Section 14.9. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his/her grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

ARTICLE 15
LABOR/MANAGEMENT MEETINGS

Section 15.1. In the interest of sound labor/management relations, the parties agree to meet at agreeable dates and times during normal business hours for the purpose of discussing those issues outlined herein. Normally, meetings held pursuant to this Article will occur once every three (3) months, unless matters of an urgent nature require immediate attention or as mutually agreed. No more than three (3) employee representatives in pay status will attend such meetings. The Employer and OAPSE may have representatives, as each deems necessary, to address the issues.

Section 15.2. The party requesting the meeting shall furnish an agenda and the names of the employees who will be attending, with the request for the meeting. Subjects that may be discussed at these meetings shall include but not be limited to the items listed below:

A. Discuss the administration of this Agreement.

B. Discuss with OAPSE proposed changes made by the Employer, which may affect bargaining unit members.

C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.

D. Disseminate general information of interest to the parties.

E. Give OAPSE representative the opportunity to share the view of its members and/or make suggestions on subjects of interest to its members.

F. Discuss ways to improve efficiency and work performance.

ARTICLE 16
CERTIFICATION, LICENSURE & REGISTRATION

Section 16.1. The Warren County Board of DD subscribes to the rules put forth by the Ohio Department of Developmental Disabilities and the Ohio Department of Education governing certification, licensure, and registration. As a condition of continued employment all employees shall possess and maintain the certificate or license required for his/her position under the rules of the Department of Developmental Disabilities or the Department of Education.

A. If the employer requires and requests specific training, certification or schooling of an employee, the employer shall pay for the expense and the costs of said training, certification or schooling. All costs associated with an employee obtaining and/or maintaining their commercial driver's license shall be at the expense of the employer provided that the employee works for an additional three (3) years after receiving any reimbursement or payment for obtaining and/or maintaining the employee's commercial driver's license. In the event the employee should leave the employment of the Board prior to the expiration of three (3) years after receiving a benefit pursuant to this section, the employee shall be required to reimburse the employer the full amount of any such expenses and/or costs of the license.

B. Notwithstanding commercial driver's licenses, the employee shall be responsible for all costs in obtaining and maintaining any basic license, certification, and registration required for his/her position under applicable state and federal statutes and regulations.

C. The employer and employee acknowledge that the Warren County Mental Retardation and Developmental Disabilities personnel policy Section 4(C)(13) – Tuition Reimbursement -shall apply to members of the OAPSE bargaining unit. A copy of Section 4(C)(13) – Tuition Reimbursement is attached hereto as Appendix B as a courtesy and convenience for staff members. It is expressly understood by and between OAPSE and the Board that the Board shall reserve the right to amend, revise and/or terminate this policy at its discretion.

Section 16.2. The Employer may employ an employee pending the issuance of an initial certificate or license on the following conditions:

A. If by the employee's education and experience, he/she meets the requirements for certification or licensure; and

B. If he/she has applied for certification or licensure to the appropriate certifying or licensing authority; and

C. If the application has not been denied.

Section 16.3. An employee's job may be terminated if a required certificate or license is denied, permanently revoked, or is not renewed. Employees whose position requires them to maintain a commercial driver's license may face disciplinary action up to and including termination for failure to maintain their license and remain current on meeting all CDL requirements, including necessary annual physical examinations.

ARTICLE 17
ALCOHOL/DRUG STANDARDS

Section 17.1. Drug and alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol shall be based upon:

A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;

B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

D. Evidence that an employee had tampered with a previous drug test;

E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 17.2. A positive result on any drug and/or alcohol test may result in discipline, up to and including discharge. In lieu of immediate disciplinary action, the employee and the Union may request, but the Employer is not obligated to grant, a last chance agreement.

Section 17.3. Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating Employer policies. Employees, who voluntarily admit problems with drugs and alcohol prior to violating Employer policies, this Article, and/or the substance abuse problem affecting their work performance, will not have his/her job security or promotional opportunities jeopardized by a request for treatment. Employees should not read this to mean that a request for treatment will automatically excuse them from discipline where the Employer initiates disciplinary action for violation of its policies or this Article and/or for manufacturing, distributing, dispensing, possessing, or using drugs in the workplace. Rather, an employee who seeks treatment on his/her own initiative is in a better position than one who brings up a drinking or drug problem for the first time in a disciplinary hearing.

Section 17.4. It will be the responsibility of the employee to comply with the Employer or designee's referral for diagnosis and to cooperate with the prescribed treatment. An employee's refusal to accept referral or follow the prescribed plan of treatment may be considered insubordination. An employee who is referred to a counseling or rehabilitation program and fails to satisfactorily participate in the program may be terminated from employment.

Section 17.5. All costs associated with counseling, treatment, or rehabilitation shall be the responsibility of the employee, to the extent such services are not covered by the Employer's health insurance policy.

Section 17.6. Drug Testing Procedures - All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The result of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control. The split sample method of collection shall be used following prescribed testing procedures.

A positive result for the purpose of this article, shall be determined by the cutoff levels established by the Department of Transportation in 49 CFR Part 40 for marijuana, cocaine, opiates, amphetamines, and phencyclidine.

Section 17.7. Alcohol Testing Procedures - Alcohol testing shall be done using an Evidential Breath Testing (EBT) Device. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article. A positive result for the purpose of this Article shall be defined as .02 or above.

Section 17.8. Test Results/Refusal to Submit to Testing - The results of the testing shall be delivered to the Employer and the employee tested. Prior to reporting a positive result on a confirmatory test the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods. Test results shall be treated as confidential medical records. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's written consent. Refusal to submit to the testing provided for under this Agreement shall be considered insubordination and shall be grounds for discipline, up to and including termination.

Section 17.9. Confirmatory Testing -

A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.

B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this article.

C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 17.10. Payment of Testing Costs - Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 17.11. Employees who are required to possess a Commercial Driver's License (CDL) and who may operate a commercial motor vehicle shall be subject to drug and alcohol testing as outlined in the Employer's Commercial Driver's License Alcohol and Drug Testing Policy attached as Appendix D.

ARTICLE 18
FITNESS FOR DUTY EXAMINATION

Section 18.1. The Employer may require that an employee submit to a medical or psychiatric examination in order to determine the employee's capability to perform the essential functions of the employee's position, or to perform the essential functions of a position for which the employee is reasonably suited to perform based on the employee's education, training, or experience.

Section 18.2. Bargaining unit employees who are required to operate County vehicles or who operate personal vehicles on the Employer's behalf may be required to submit to annual physical examinations, including drug testing, to determine the employee's continued fitness for duty. Employees in other specified classifications may be required to submit to job-related examinations. Employees shall be notified at least forty-five (45) days in advance of any annual physical examinations.

Section 18.3. The Employer may require an employee to undergo a medical or psychiatric examination prior to returning to work from an approved leave of absence or in order to remain on leave.

Section 18.4. The Employer shall pay the full cost of annual physical examinations for bargaining unit employees required to undergo such exams because they operate commercial motor vehicles. Employees

shall not be compensated for the time spent submitting to the annual physical required to maintain their CDL. Employees will use the board appointed physician. All employees will submit physical by August bid time.

Section 18.5. All such examinations required under this Article shall be conducted by a licensed physician or psychiatrist selected and paid for by the Employer. Employees required to submit to examinations under Sections 1 and 2 of this Article shall be paid for all time spent submitting to the examination, including travel time.

ARTICLE 19
PERFORMANCE APPRAISALS

Section 19.1. Each employee shall be evaluated annually by his supervisor using a standard evaluation form for each position description and shall be based upon his/her work performance through direct observation, investigation and/or knowledge of the evaluator. A performance appraisal may occur more frequently than once a year if requested by the employee or recommended by the supervisor.

Section 19.2. The Employer shall provide to each employee a copy of the criteria and methods used by the Employer to evaluate an employee's work performance. The criteria and methods used by the Employer to evaluate an employee's work performance shall be relevant to the responsibilities and qualifications set forth in the employee's job description and the standards of conduct required by the Employer.

Section 19.3. A copy of each evaluation shall be reviewed with the employee with a copy given to the employee. No evaluation of any employee shall be filed in the employee's personnel file without an opportunity for a discussion between the employee and the evaluator. Each supervisor and employee shall sign the evaluation form. The signature by either party does not constitute approval or disapproval but only that the evaluation has been reviewed.

Section 19.4. An employee may present written comments, which shall be dated and entered as an attachment to the evaluation form.

Section 19.5. Negative evaluations will include recommendations for improvement. An evaluator shall provide specific recommendations in cases where warranted.

ARTICLE 20
HOURS OF WORK AND OVERTIME

Section 20.1. This Article is intended to define the normal hours of work per day or per week for the purpose of computing overtime and shall not be construed as a guarantee of a minimum number of hours of work in a workday or workweek. The work period shall begin at 12:00 a.m. on Saturday and continue for seven consecutive calendar days (one hundred sixty-eight [168] consecutive hours) ending at 11:59 p.m. the following Friday.

Section 20.2. Each employee's work schedule shall be determined by the Employer. Any permanent change in existing work hours will first be discussed with the Union prior to implementation. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven (7) day work period. The normal work schedule for part-time bargaining unit employees shall consist of less than forty (40) hours of work performed during the seven (7) day work period.

Section 20.3. All employees covered under the terms of this Agreement shall be at their report-in locations ready to commence work at their starting time, except as otherwise approved by his/her supervisor. The report-in location shall be the facility to which they are assigned. All employees are required to clock in on arrival, and upon completion of the workday using the time clocks provided, except as otherwise approved by his/her supervisor. The Employer shall observe a seven (7) minute grace period at the onset of each employee's work day for which the employee shall not be docked pay, but may be subject to disciplinary action if the employee is

tardy on a regular basis. An employee who inadvertently fails to clock in or out shall notify his/her supervisor as soon as possible. Clocking another employee is prohibited and may be subject to discipline.

Section 20.4. The normal work schedule for full-time employees shall include a one-half (½) hour paid lunch period and two (2) ten (10) minute work breaks each day. The Employer shall schedule lunch periods. Unless approved by the appropriate supervisor, employees are not permitted to leave the premises during any paid lunch or break period. The Employer shall designate a smoking area at each of its facilities to allow those who smoke the opportunity to do so during their breaks and lunch.

Section 20.5. When an employee who is not exempt from overtime under the Fair Labor Standards Act is required to work in excess of forty (40) hours during the seven (7) day work period, he/she shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay. Paid meal periods shall be counted as time worked. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 20.6. For purposes of determining an employee's eligibility for overtime, all hours actually worked and/or holiday hours accrued by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 20.7. Whenever the Employer determines overtime is necessary to meet the operational needs of the agency, any or all employees may be required to work overtime. However, the supervisor will consider an employee's request to reject, for reasonable cause, any required overtime.

Section 20.8. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless the Employer has approved overtime. Employees shall obtain advanced written approval of the Employer before working any unscheduled overtime.

Section 20.9. If an employee is called in by the Employer to report for work outside of his/her normal schedule which call-in does not abut his/her regular workday, he/she shall be guaranteed at least two (2) hours work at the applicable rate of pay.

ARTICLE 21
TRAVEL EXPENSE

Section 21.1. Bargaining unit employees shall be reimbursed for authorized travel expenses (including meals and mileage) according to the Employer policy on reimbursement of such expenses and at such rates as established by the Board of DD which shall not be less than the rates established in the Travel Expenses and Reimbursement Policy as of the effective date of this Agreement.

ARTICLE 22
UNIFORMS & PERSONAL PROPERTY

Section 22.1. In the event uniforms are agreed to by the Employer and the Labor/ Management Committee such uniforms will be provided by the Employer to the employees in quantities agreed to by the Employer and the Labor/Management Committee.

Section 22.2. Where an employee supplies evidence that he/she sustained damage to necessary personal property including but not limited to clothing, watches, eyeglasses, hearing aids, prosthesis, or other adaptive equipment during the performance of the employee's assigned duties, with due caution and without negligence on the part of the employee, the Employer shall reimburse the employee for the difference between the amount reimbursed from Workers' Compensation or insurance and the actual cost of necessary repairs or replacement of the broken or damaged article of adaptive equipment to a maximum of five hundred dollars ($500.00) per incident. All jewelry except watches is excluded from the definition of personal property for purposes of this Article. Repair and replacement of personal property other than adaptive equipment shall not exceed fifty dollars ($50.00) per incident. The employee must submit an accident report on the appropriate form and

present the damaged item for the Employer's inspection prior to the repair or replacement. The accident report and a receipt for the repair or replacement must be submitted to the Personnel Office within thirty (30) days. A request for reimbursement will not be processed until these documents are received.

ARTICLE 23
INSURANCE

Section 23.1. The Employer shall make available to all full-time and part-time bargaining unit employees who are regularly scheduled to work at least twenty (20) hours per week general insurance and hospitalization plans as provided to all other non-bargaining unit employees in classified civil service positions. The Board shall provide a high deductible plan with a health savings account (HDP/HSA) as in effect on January 1, 2009. This plan will go into effect for all employees as of January 1, 2010. This plan as defined in Appendix E (Summary of Benefits) will have a deductible of $2000.00 for a single and $4000.00 for a family. The Agency will contribute at least fifty percent (50%) of the deductible for 2011,2012 and 2013 in quarterly installments. If the Agency contributes a greater amount of the deductible to other employees, then the Agency will contribute the same amount to OAPSE employees.

If an employee experiences a hardship, they may make a written request to the Superintendent for an advance of the employer's contribution to the employee's HSA.

If an employee is not eligible to receive an HSA account, the employee shall receive an HRA account with the same employer contribution levels. The Board shall pay 90% of the premiums for a family and 90% for a single plan for the current insurance programs through the years 2011, 2012 and 2013.

A.	Family	90%
B.	Single	90%

Section 23.2. The Employer shall form a Health Insurance Plan committee, consisting of employees from all agency work groups. An employee representative of this bargaining unit shall be selected by the Union to participate on this committee. The purpose of the committee is to study available options and make a recommendation to the Board. If substantive changes in the plan or contribution rates are recommended or become necessary, the Employer shall notify the Union in advance of any changes and will meet with representatives of the Union to negotiate the effect of those changes on the bargaining unit.

Section 23.3. The Employer shall provide, at Employer's cost, life insurance coverage for each employee 69 years of age or younger in the amount of fifty thousand dollars ($50,000). Benefits will reduce by 50% for employees age 70 or older.

Section 23.4. If an employee declines the major medical, prescription drug, dental and vision insurance offered by the Employer, the employee shall be paid fifty dollars ($50.00) per month for each month the employee voluntarily declines to be covered by such insurance. In order to be eligible for the $50.00 per month rebate for voluntarily declining to any optional benefits, the employee must complete and submit to the human resource office a WCBDD waiver of insurance form and proof of other medical coverage.

Section 23.5. The Employer shall sponsor and administer a Cafeteria Plan established in accordance with Section 125 of the Internal Revenue Code for employees in the bargaining unit.

Section 23.6. No exceptions to the benefits provided will be approved.

ARTICLE 24
WAGES

Section 24.1. Effective upon signing and for the life of this Agreement, the hourly rates of pay for bargaining unit employees in the classifications shall be listed in Appendix C.. For the duration of this contract including years 2011, 2012 and 2013 there will be 0% salary increase on the base salary.
"Me Too Clause" – Should employees other than bargaining unit members receive financial consideration different or better than the bargaining unit, the bargaining unit shall be offered the same.

The exception to the "Me Too Clause" will apply in the event that SB5 requires other agency employees to move to an 85% - 15% split on health care. The agency could choose to offset the additional 5% with a salary increase. This offset compensation shall not be considered as additional financial consideration for the "Me Too Clause".

Section 24.2 New hires shall normally begin at the minimum rate for the classification, however, when a new hire demonstrates outstanding qualifications or experience, the Employer may assign the new employee to a rate higher than the minimum rate.

Section 24.3 To be eligible for an experienced step wage increase an employee must not already have reached the maximum rate and actually work eighty-percent (80%) of the employee's applicable work year immediately prior to the scheduled wage increase. Absences, which would qualify as FML, will be counted as time worked for purposes of this section. Experience step increases will take effect on the first full pay period after the employee's anniversary date.

SECTION 24.4 In the event a current bus assistant accepts a vehicle operator position with the board, the employee shall be placed on the salary schedule at a step not less than $1.50 more than the employee's current step. In the event the employee would receive greater than a $1.50 raise by being placed at the initial step of the vehicle operator II salary schedule, the employee shall be placed at the initial step.

ARTICLE 25
PAY FOR WORKING OUT OF CLASSIFICATION

Section 25.1. Appropriately licensed and credentialed employees who work or who are scheduled to work out of their classification as Vehicle Operators, on a seniority rotation, shall be compensated at $2.00 above their normal hourly rate.

In the event an employee is called into work outside of his/her classification as a Vehicle Operator, the employee will be compensated at $2.00 above their normal hourly rate for all hours worked prior to the start of his/her regular shift regardless of whether or not the employee actually performs out of his/her classification as a Vehicle Operator. If an employee is returned to his/her regular classification at the start of their shift, they will revert to their regular rate of pay

ARTICLE 26
PAID LEAVE DAYS

Section 26.1

A. Bargaining unit employees shall receive holiday pay as defined below for the following holidays, which shall be observed on the day indicated:

New Year's Day	1st Day of January
Martin Luther King Day	3rd Monday in January
President's Day	To be scheduled by the Employer during the week of Christmas
Memorial Day	Last Monday in May
Independence Day	4th Day of July
Labor Day	1st Monday in September
Columbus Day	To be scheduled by the Employer during the week of Christmas

Veteran's Day	11th Day of November
Thanksgiving Day	4th Thursday in November
Christmas Day	25th Day of December

In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. Except that during Christmas Break, paid leave days will be scheduled to provide as much time off as possible between Christmas day and New Year's Day.

Any work performed by an employee on any one of the days observed as a holiday shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight time hourly earnings in addition to the holiday earnings.

Premium pay for the time worked on a holiday does not count as hours actually worked for overtime purposes.

Section 26.2 **Bargaining** unit employees shall also receive the following supplemental paid leave days:

1.	The Friday before Easter.
2.	The Friday after Thanksgiving.
3, 4 & 5	Three (3) additional supplemental paid leave days to be scheduled by the Employer during the week of Christmas.

During winter break the program will be closed and employees shall receive three (3) days holiday pay as listed in Section 26.1 and three (3) days supplemental paid leave as listed in Section 26.2. The days shall be designated by the Employer on the annual calendar as either holidays or supplemental leave days.

Any work performed by an employee on one of the days observed as a supplemental paid leave day shall be paid for at the employee's regular daily rate of pay in addition to the supplemental paid leave day pay.

Section 26.3 Employees shall receive paid leave day pay at their regular rate of pay for the number of hours the employee is normally scheduled to work on that day.

Section 26.4 If a paid leave day occurs while an employee is on approved paid leave, the employee will not be charged for the leave and will receive holiday or supplemental paid leave day pay. If a paid leave day occurs while an employee is in no pay status, the employee will not receive compensation for the holiday or supplemental paid leave day.

Section 26.5 An employee in no-pay status or one who calls off on sick leave on a scheduled work day prior to or after a paid leave day shall not receive paid leave day compensation. This does not apply to employees on pre-scheduled and pre-approved sick leave or any use of sick leave which would qualify for FML or bereavement leave.

ARTICLE 27
VACATION

Section 27.1. Twelve (12) month forty (40) hour a week employees are entitled to vacation with pay after one (1) year of service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

	Length of Service	Vacation
1.	less than 1 year	0
2.	1 year, but less than 8 years	80 hours

3.	8 years, but less than 15 years	120 hours
4.	15 years, but less than 25 years	160 hours
5.	more than 25 years	200 hours

Such vacation leave shall be accrued to employees between the employees' anniversary of employment each year at the following rates:

	Annual Vacation	Credited per 80 hours of work
1.	80 hours	3.1 hours
2.	120 hours	4.6 hours
3.	160 hours	6.2 hours
4.	200 hours	7.7 hours

Vacation credits are not earned while an employee is in no-pay status (leave of absence, layoff, disciplinary suspensions, etc.), nor while in overtime status.

Twelve (12) month employees scheduled less than eighty (80) hours per pay period, are entitled to vacation credit pro-rated to the number of hours worked per bi-weekly pay period.

Section 27.2. Vacation leave should be taken by an employee between the year in which it was accrued and the next anniversary date of employment. An employee is permitted to carry over a maximum vacation balance equal to up to three times the employee's annual vacation amount.

Section 27.3. Employees shall submit vacation requests during the month of January of each year. Employees shall request, prior to February 1, the dates for that vacation year (March 1 through February 29 of the following year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's agency seniority with the Employer, subject to the following limitations and expectations:

A. Vacation requests submitted after February 1 shall be honored solely on the basis of order of application and no seniority rights to preferred dates shall exist.

B. Vacations are scheduled and approved in accordance with the work load requirements of the Employer.

C. Vacation must be taken in units of one half (1/2) day or more.

Section 27.4. The Employer shall notify employees regarding the approval/disapproval not later than February 15th. Vacation leave approved in accordance with the procedure identified in Section 3 will not be cancelled unless an emergency condition exists. Once notification is given, the Employer will post a vacation schedule and any employee wishing to cancel a scheduled vacation must provide the Employer a minimum of 48 hours advanced notification.

Section 27.5. Vacation not requested during the period identified in Section 3 shall require a minimum of 48 hours advanced notification. In an emergency or in extenuating circumstances, the Superintendent/designee may grant vacation leave to an employee with less than the required notice. The Superintendent/designee may require reasonable verification of the need for the emergency vacation leave. Requests for vacation leave shall be honored solely on the basis of order of application and shall be subject to the following limitations:

A. Vacations are scheduled and approved in accordance with the workload requirements of the Employer.

B. Vacation must be taken in units of one half (1/2) day or more.

Section 27.6. In an emergency situation the Employer may recall an employee to duty.

Section 27.7. After one (1) year of continuous service, employees who resign or retire shall be paid for any earned but unused vacation.

ARTICLE 28
PERSONAL TIME

Section 28.1. Employees shall be eligible for 3 personal days each calendar year.

Section 28.2. No employee is eligible to earn personal time during his/her initial probationary period.

Section 28.3. Requests for personal time must be submitted on the agency's approved Personal Leave Request form to the employee's immediate supervisor a minimum of seven (7) days prior to the date requested. When emergency situations arise, making compliance with the notice requirement impossible, the Superintendent shall be advised at the first opportunity and the written application for personal leave shall be submitted to the Superintendent for approval on the first day the employee returns to work. The Superintendent may require reasonable verification of the need for the emergency personal leave. The scheduling of personal time is subject to the operational needs of the agency.

Section 28.4. Personal time shall be taken in half-day or full-day increments.

Section 28.5. Employees on approved personal time shall be paid at their regular rate of pay for the number of hours they would normally be scheduled to work.

Section 28.6 Unused personal leave may not be carried over into the next year. However, any unused personal leave at the end of the year shall be rolled over into the employee's sick leave accumulation.

Section 28.7. Personal time is a benefit established for active employment only, and as such, upon separation of employment for any reason any unused personal time shall be forfeited.

ARTICLE 29
SICK LEAVE

Section 29.1. Each employee shall be granted sick leave of .0575 hours for each hour of active pay status, excluding overtime.

Section 29.2. Sick leave shall be charged in minimum units of one-quarter (¼) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings. Under no circumstances shall sick leave be advanced prior to being accumulated.

Section 29.3. This section describes the uses of sick leave.

A. Provided proper notification and request procedures have been followed, sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee or a member of the employee's immediate family;

2. Medical, dental, or optical examinations or treatment of employee which cannot be scheduled during non-working hours;

3. If a member of the immediate family is afflicted with a contagious disease or when, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others;

4. Pregnancy-related condition/illness;

5. Due to the death of a member of the employee's immediate family the employee may be granted usage of sick leave upon prior approval of the Employer.

B. For the purposes of 29.3 A1 and A3 above, the "immediate family" is defined as: spouse, parents, children (including step and foster), grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, or a legal guardian or other person who stands in place of a parent (*in loco parentis*).

C. The Employer reserves the right to investigate and verify any employee absence.

Section 29.4. Bargaining unit employees shall comply with the Employer's rules regarding the use of sick leave, and be subject to the Employer's Absence and Tardiness Control Policy, attached as Appendix A. If an employee's illness or injury extends for over three (3) consecutive calendar days, a statement from a medical practitioner must be attached to the application for use of sick leave releasing the employee to come back to work.

ARTICLE 30
SICK LEAVE CONVERSION

Section 30.1. Employees who have completed five (5) years or more of employment in county service shall be eligible to convert accumulated sick leave to cash upon retirement from active service with the Employer under a state retirement system.

A. Eligible employees hired by the Employer prior to April 3, 1985 shall be entitled to convert one hundred percent (100%) of their accumulated sick leave hours, up to a maximum of nine hundred sixty (960) hours. County service shall include service with the State of Ohio or any political subdivision of the state.

B. Eligible employees hired on or after April 3, 1985 shall be entitled to convert twenty five percent (25%) of their accumulated sick leave hours up to a maximum of two hundred forty (240) hours. County service shall mean only Warren County Service.

Section 30.2. Such payment shall be based on the employee's rate of pay at the time of retirement and be made only once to each employee and shall eliminate all sick leave credit accrued by the employee. The Superintendent shall review the payout amount and determine whether to make an immediate payout or defer the pay out for a maximum of six (6) months. No such payment shall be made to any employee who is "terminated for cause" or who resigns to avoid termination by disciplinary action.

Section 30.3. Payment shall be based upon the employee's hourly rate of pay at the time of retirement if the employee would have otherwise been eligible for conversion.

Section 30.4. Sick leave conversion shall be permitted only once in a lifetime. Employees who have previously converted sick leave and who have re-entered county service shall not be entitled to conversion upon subsequent separation.

Section 30.5. Sick leave conversion benefits shall be paid to the designated beneficiary or the estate of any eligible employee who dies during the period of employment with the Employer.

ARTICLE 31

DISABILITY LEAVE

Section 31.1. A physically incapacitated employee, who has exhausted his/her accumulated sick leave and vacation may request up to six (6) months of unpaid medical-disability leave. The employee shall present evidence as to the probable date on which he/she will be able to return to the same or similar position. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993. Employees on Disability Leave may apply for vacant positions.

Section 31.2. The employee shall furnish medical documentation as required by the Employer. The Employer reserves the right to have an employee examined for fitness for duty to determine if the employee is still able to perform his/her job with or without accommodation. This exam will be conducted by a physician or other practitioner chosen by the Employer and at the Employer's expense. If the employee disagrees with the Employer's physician's determination, he/she may provide the Employer with a physical examination report from any other licensed physician of his own choosing. If the two physicians disagree to the employee's fitness for duty, they shall designate an independent physician to examine the employee and make a final determination. The Employer shall pay for the examination by the independent physician, whose determination shall be binding upon all parties.

Section 31.3. An employee on disability leave is required to maintain all licenses and certifications required by his or her position.

Section 31.4. Any appointment made to a position vacated by disability leave will be on an interim basis, and such employee must be made fully aware of its interim nature.

Section 31.5. The Employer shall send a written notice to the employee at least two (2) weeks prior to the expiration of his/her disability leave. An employee who does not return from disability leave, formally resigns, or takes disability retirement, shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

ARTICLE 32
FAMILY AND MEDICAL LEAVE

Section 32.1. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

A. To care for his/her own serious health condition;

B. To care for his/her spouse, child, or parent who has a serious health condition; or

C. Because of the birth, adoption or foster placement of a child.

Section 32.2 The employee's available paid leave must be exhausted prior to being placed on unpaid leave and is included in the twelve (12) week total.

Section 32.3. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable, within fifteen (15) days of the Employer's request or disciplinary action may be taken.

Section 32.4. Family and Medical Leave runs concurrently with all other qualified paid and unpaid leaves of absence.

ARTICLE 33
PAID LEAVE OF ABSENCE

Section 33.1. Bereavement Leave - Due to the death of a member of the employee's immediate family as defined in 29.3(B), the employee shall be granted two (2) days bereavement leave. An employee shall be granted five (5) days bereavement leave for the death of the following: mother, father, spouse, child, and grandchild. Sick leave, vacation, personal time, and/or compensatory time may be used as necessary to extend the leave.

Section 33.2. Court Leave - An employee shall receive his/her regular daily rate of pay when the employee is subpoenaed for court or jury duty by the United States, the State of Ohio, or a political subdivision, in actions other than those which are both personal and outside of the scope of employment. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours. In the event court or jury duty involves more than one day, an employee shall be considered in "Court Leave" during the employee's normal hours of work each day, regardless of when each court session begins or ends. An employee released from court or jury duty two (2) hours or more prior to the end of his/her scheduled work day, shall report to work for the remaining hours.

Section 33.3. Military Leave

A. All employees who are members of the Ohio National Guard, the Ohio Military Reserve, the Naval Militia, or members of other reserve components of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing military service on field training, or active duty for periods not to exceed a total of twenty-two (22) work days in any one calendar year. Any compensation received for military leave up to or equal to the employee's regular rate of pay is to be credited against the amount that the employee is to receive from the Employer, unless such duty is performed totally outside normal working hours.

B. Bargaining unit employees shall be entitled to military leave benefits under Section A only for involuntary active-duty.

C. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

D. Reinstatement from military leave shall be in accordance with State and Federal statutes.

Section 33.4. Workers' Compensation

A. Employees who are unable to perform his/her assigned duties due to a physical injury or illness suffered in the performance of the employee's official duties, may be eligible for workers' compensation policies and procedures in place for all other non-bargaining unit employees as instructed by the county commissioners and set for herein Appendix F.

Section 33.5. Administrative Leave - The Superintendent may place an employee on administrative leave with pay in such circumstances where the health or safety of an employee or of any person or property entrusted to the employee's care could be adversely affected. For example, an employee may be placed on administrative leave at the discretion of the Superintendent pending an MUI or disciplinary investigation. The length of such leave is solely at the discretion of the Superintendent, except that the length of the leave shall not exceed the length of the situation for which the leave was granted.

ARTICLE 34
CALAMITY DAYS

Section 34.1. When the Superintendent determines that a delayed starting time, an early departure, or a closure of any of the Employer's facilities or services is necessary due to inclement weather, affected employees shall not suffer any loss of pay for their normal scheduled hours. If an employee is required to work during an Agency closure, that employee shall receive two (2) times their regular rate of pay for all hours worked.

Section 34.2. Employees who are absent, but in active pay status on a day when program services are canceled, shall be paid as if they had been at work and their prior-approved leave shall not be docked. Employees who are in a no-pay status will not receive compensation for a calamity day.

Section 34.3. Inclement weather is not a valid use of sick leave.

ARTICLE 35
LEAVE WITHOUT PAY

Section 35.1. Upon the written request of an employee, the Superintendent may grant an employee a leave of absence without pay. The authorization of leave of absence is a matter of administrative discretion. The Superintendent in each individual case will decide if a leave of absence is to be granted. The maximum duration of a leave of absence without pay shall not exceed six (6) months, except when the absence is for the purpose of education, training, or specialized experience which would benefit the Employer's service, in which case the leave shall not exceed one (1) year.

Section 35.2. Except for FML and Workers' Compensation leave, an employee who has received an authorized leave of absence without pay is not in active pay status and does not earn sick, vacation, or personal leave credit, and seniority will be suspended until the employee returns to work.

Section 35.3. An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work or may discipline the employee. An employee may not use a leave of absence without pay specifically to look for another job or to work at another job during hours which the employee would normally provide work to the Employer or which would conflict with the employee's normal work schedule.

Section 35.4. An employee may not return from a leave of absence before the time granted for the leave expires, without the permission of the Employer.

Section 35.5. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from his/her job.

Section 35.6. The Employer shall place an employee returning from leave in the same or similar classification from which the employee took leave. If such classification(s) no longer exist, the Employer shall treat the employee as if he/she were laid off from his/her classification, and allow the employee appropriate displacement rights as set out in this Agreement.

ARTICLE 36
TRANSPORTATION DIVISION BIDDING

Section 36.1. ANNUAL BID

A. The final annual bid for drivers and assistants shall be held during the second week in August 2009, after which there will not be an annual route bid for the duration of this agreement.

B. Route information and the seniority roster will be posted at least five (5) work days prior to the bid. Separate seniority lists shall be prepared for drivers and assistants.

C. In order to qualify to bid as a driver, an employee must pass an annual physical exam prior to the first day of operations.

D. On bid day, or for any future vacancies, employees will select the routes based upon their classification seniority. Drivers will bid on routes first, and then assistants. Vehicle operators/drivers and assistants classification seniority shall be defined as follows:

> The actual number of months worked as school age or adult driver, or a combination of both or the actual number of months worked as school age or adult assistant or a combination of both. Stated differently, in order to determine the classification seniority total months of service, as a driver or as an assistant working in school age or adult services, shall be determined and used for the calculation of seniority. This seniority would be utilized by the agency for purposes of annual route bidding, and vacancy bidding. At no time shall Assistant seniority and Driver seniority be combined to determine classification seniority.

E. Employees on a leave of absence who provide evidence of his/her intent to return from leave within twelve (12) weeks shall be permitted to bid. The Transportation Supervisor or his/her designee has the right to assign an employee currently unassigned to replace an employee on leave of absence.

F. If an employee on an approved leave is unable to bid, he/she shall submit a signed written statement of his/her bid intent to the Transportation Supervisor. The President of the Union or his/her designee shall bid on behalf of an absent bidder in accordance with information provided by the bidder.

G. 1. If, after the August 2009 route bid, a driver's/assistant's route requires more time than the assigned time of the route, but less than thirty (30) minutes, as verified by the Transportation Supervisor or designee, the pay and benefits will be adjusted to reflect the increase.

2. If, after the August 2009 route bid, a driver's/assistant's route has increased thirty (30) minutes or more than previously bid, then that route shall be posted for bid by existing drivers and/or assistants by classification seniority.

3. If, after the August 2009 route bid, the Transportation Supervisor reduces a driver's/assistant's route by less than thirty (30) minutes of the previous bid, the driver and assistant shall continue to receive the assigned amount of compensation and benefit level as the route was originally bid.

4. If, after the August 2009 route bid, the Transportation Supervisor reduces the driver's/assistant's route thirty (30) minutes or more, the employer shall have the option of continuing the amount of compensation and benefit level or require the driver and assistant to bump a less senior driver and assistant position. The driver and assistant may choose to continue with the original route with the reduction in pay and benefits. The driver or assistant that was bumped, shall have the right to bump a less senior driver/assistant and bumping shall occur until all available routes are filled. If they are the least senior driver or assistant, they would remain in that route at the reduced hours and benefits.

H. The Transportation Supervisor or designee will verify any changes in route time. The Supervisor/designee may choose to ride the route with the driver/assistant in order to verify any changes in time. The supervisor/designee may choose to utilize other existing data and/or evidence available to the Transportation Supervisor (i.e., GPS) when analyzing routes. The designee cannot be a bargaining unit member or

substitute. The Transportation Supervisor, in analyzing each route, shall set the time allotment for each, based upon actual driving conditions.

Section 36.2.

A. If a driver and/or assistant position or route becomes vacant, due to resignation, termination, or death of an employee or the creation of a new position, it will be posted and filled in accordance with the following procedures.

1. Available positions will be posted for five (5) working days.

2. Bidders must have a witness initial their bid and shall receive a copy of the bid. Anyone withdrawing a bid must do so prior to the posting deadline and must have a supervisor witness initial the withdrawal.

3. All bids are final when the posting deadline occurs. The most senior qualified eligible bidder based upon classification seniority will be awarded the route.

4. The Transportation Supervisor may reassign any driver or assistant to a route due to the agency's temporary needs, including investigations, client's needs, and staffing levels. This section shall not be used to subvert the bidding process.

B. Those drivers/assistants who wish to be replacement drivers/assistants shall sign-up on the appropriate list. Available drivers and assistants are required on a weekly basis to indicate in writing to the transportation supervisor their availability to replace absent drivers/assistants. The list of available routes shall be posted no later than 1:00 p.m. on Thursday. No later than Friday at 8:00 AM, appropriate notice shall be provided to drivers and assistants regarding replacement route assignments. This list shall be utilized in a rotation by seniority for replacement duties. An employee who indicates his/her availability for replacement duties shall be required to report to work for the assigned replacement duty. Available regular drivers and assistants on the appropriate eligibility list shall be utilized prior to assigning substitutes.

An employee who signs up on the general availability list shall be required to work if called by the transportation supervisor. Failure to accept a work assignment after being offered will result in the employee's ineligibility to sign up for the general availability list for a period of 20 workdays.

Employees on the general availability list shall be utilized prior to substitutes. An employee may remove themselves from the general availability list by providing 24 hours advanced notice in writing to the transportation supervisor.

The provisions related to the general availability list shall not be applicable during the summer months when school is not in session.

ADHERENCE TO PROVISION OF ARTICLE 36.2.B shall be required only if changes in the routes predictably allow for drivers to be available as substitutes or fill-in type drivers.

ARTICLE-37
TRANSPORTATION DIVISION ROTATION OF EXTRA TRIPS/COMMUNITY TRIPS

Section 37.1.

A. All extra trips/community trips shall be assigned to the driver and assistant who is regularly assigned to the route in which the trip occurs provided the extra trip/community trip does not conflict with the driver's/assistant's regular route or causes the employee to incur overtime pay

status. In the event the route conflicts with the extra trips/community trips or causes the employee to incur overtime pay status, it shall be the discretion of the transportation supervisor whether or not the regular driver/assistant will be assigned. In the event a particular route has two drivers/assistants assigned, the extra trip/community trip shall be rotated between those drivers/assistants in accordance with this provision.

B. In the event that an extra trip/community trip is not filled pursuant to the provisions provided for in 38.1(A), extra trips which are performed by bargaining unit members will be assigned on a rotation basis from the extra trip list in order of division seniority, starting with the most senior driver and assistants and proceeding to the least senior driver and assistant. Separate extra trip lists shall be prepared for drivers and assistants. Drivers and assistants will, where possible, be given three (3) days notice of extra trips. A driver or assistant who rejects the extra trip assignment rotates to the bottom of the list.

C. Within twenty-four (24) hours of posting, the driver and assistant next in rotation for extra driving assignments will advise the Transportation Supervisor, in writing, on a form of his/her acceptance or rejection of that trip. An extra trip shall not interfere with the driver's or the assistant's regular route, and no driver or assistant will be excused from his/her regular route to accept an extra trip.

D. Any driver or assistant who fails to return the form within twenty-four (24) hours, will be considered to have rejected that trip.

E. Any driver or assistant who has accepted a trip on the form two (2) times and then does not perform the trip will be removed from the rotation list for six (6) months. Drivers and assistants shall not trade places on the rotation list.

F. Any driver or assistant who accepts a trip will be charged for it on the appropriate list. If for some reason a driver or assistant cannot take the trip after accepting it, he/she will be charged for that trip and placed at the bottom of the list.

G. If the Employer cancels the trip with less than one (1) hour notice, the employee shall be paid call-in pay for two (2) hours.

H. An employee on leave of absence when he/she reaches the top of the rotation list will miss his/her turns and be placed at the bottom of the list.

I. If an employee at the top of the list is on vacation, sick leave, or leave of absence and returns within three (3) days prior to the trip, that employee will be passed over, but remains at the top of the list.

J. Trips will be posted in the order received.

K. Emergency trips shall be assigned to anyone available and the employee will not lose his/her place in the rotation.

L. Extra trips do not include job related driving by staff members other than drivers.

ARTICLE 38
CONTRACTING/SUBCONTRACTING

Section 38.1. The parties recognize that the Employer, in order to satisfy the demands of the public and to successfully operate the department may need to contract and/or subcontract out work except as may be specifically limited herein.

Section 38.2. The Employer agrees that it will not contract or subcontract work out except in cases where: (1) bargaining unit employees do not possess the skill or ability in sufficient numbers to perform the required work; or (2) specialized, professional, or technical services are required; or (3) equipment is unavailable within the Agency; or (4) time or delivery or supplies or the schedule for the completion of the project cannot be met with existing personnel; or (5) the Employer cannot produce the work as efficiently and/or economically with its own personnel.

Section 38.3. The Employer agrees to discuss, with the Union, work it contracts or subcontracts out, to the extent it affects bargaining unit employees under other provisions of this Agreement.

Section 38.4. In the event any decision to contract out services would directly result in the layoff of any employee(s) in the bargaining unit, the Employer agrees to notify the Union thirty (30) days in advance of the proposed date of the layoff and to meet with the Union, upon written demand, to negotiate the effects of the decision upon affected employees' wages, hours, terms, and conditions of employment.

ARTICLE 39
LAYOFF AND RECALL

Section 39.1. Whenever the Employer determines that a layoff or job abolishment is necessary, the following procedures shall apply:

A. The Employer shall determine the number of employees, the divisions, the classifications and positions to be affected by the layoff. The Employer agrees to meet with the Union to discuss possible alternatives and the impact of the layoff prior to initially notifying the affected employees.

B. Employees serving a probationary period after initial appointment shall be laid off before employees who have completed a probationary period. In the event two (2) or more employees have the same seniority date, the provisional employee shall be laid off before the certified employee. In the further event of a tie, the earliest date of completion of the pre-employment packet shall determine which employee is retained.

C. Employees in the positions affected shall be placed on a seniority list by division, by classification in descending order of division seniority. Employees with the least divisional seniority shall be laid off first as applicable. Should two (2) or more affected employees have equal divisional seniority, the employee(s) with the least classification seniority shall be laid off first.

D. The Employer shall notify the affected employees and the Union, in writing, at least fourteen (14) calendar days in advance of any layoff. Each notice of layoff shall state the following:

   1. The effective date of layoff; and

   2. A statement advising the employee of his/her rights of reinstatement from the layoff and bumping rights.

E. An employee who is laid off, whether initially or as the result of a bump, may bump an employee with the least divisional seniority, within their division, in the same classification, if applicable, or in a lower classification, provided the employee is qualified to perform the duties of the position/classification as determined in accordance with existing qualifications, and provided the employee possesses the license and/or certification necessary for the classification, or the employee may bump an employee with the least agency seniority in any classification that he has previously held (regardless of division). "Qualified to perform duties" shall mean that the employee possesses the knowledge, skill, ability and qualifications to perform the essential functions of the job. "Lower classification" shall mean a classification with a lesser hourly base rate of pay. "Least division seniority" shall mean the least senior

employee based on division seniority in the affected classification. "Least agency seniority" shall mean the least senior employee based on agency seniority in the affected classification.

F. Any part-time employee laid off may bump into another part-time position as applicable.

G. Employees who wish to bump into another position in accordance with this Article must notify the Employer, in writing, of such intent within five (5) working days of receipt of the layoff notice.

H. Employees bumping into another classification shall be placed at a rate that most closely corresponds to the employee's present salary.

I. Names of employees shall be placed on a recall list based upon seniority and division in descending order of seniority. A copy of this list shall be provided to the Union. Vacancies due to layoff shall be filled from the recall list first. The individual with the most division seniority shall be recalled first. An employee is eligible for recall for a period of twenty four (24) months to a job in his classification, any similar classification and any classification he previously held.

J. Recall notices shall be sent by certified mail, to the last address known to the employee, return receipt requested, with a copy to the Union. Offers of recall must be accepted or declined in writing by the first person on the recall list before the next person may be recalled. The employee shall have fourteen (14) calendar days from the date of receipt of the recall notice to return to work, unless a later date is otherwise specified in the notice. A recalled employee will be placed at a rate, which most nearly corresponds to the employee's salary at the time of recall with the employee receiving credit for time off on layoff. If more than one (1) job is to be filled by the recall procedure, the Employer shall make every effort to return the employee to the same shift. If the recalled employee fails to return to work by the fourteenth (14th) day, or by such extended date as mutually agreed, the employee forfeits the right of recall.

ARTICLE 40
NO STRIKE/NO LOCKOUT

Section 40.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Warren County. Therefore:

A. In accordance with Chapter 4117 of the Ohio Revised Code, the Union and any and all members of the bargaining unit shall not cause, engage in, or sanction any strike, slowdown, or any other such concerted action.

B. The Employer agrees that it shall not cause, permit or engage in any lockout of the bargaining unit employees unless those employees have violated Section A of this Article.

ARTICLE 41
WAIVER IN EMERGENCY

Section 41.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Warren County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder which impairs the Employer's ability to operate in an efficient manner during such emergency period, the following conditions of this Agreement may be temporarily suspended by the Employer:

A. Time limits for the processing of grievances;

B. All work rules and/or agreements and practices relating to the assignment of employees.

Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency and all other terms of the Agreement temporarily suspended shall be restored.

ARTICLE 42
SEVERABILITY

Section 42. 1. In the event that any federal or state legislation, governmental regulation or court decision causes invalidation of any Article or Section of this Agreement, all other Articles or Sections not so invalidated shall remain in full force and effect.

Section 42.2. This Agreement supersedes and replaces all statutes, rules and regulations, which it has the authority to supersede and replace. No section of the Civil Service laws contained in Ohio Revised Code Section 124.01 through 124.56, and Section 325.19 shall apply to employees of the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except as provided for in Ohio Revised Code 4117.08(B).

ARTICLE 43
DURATION

Section 43.1. Except as otherwise provided herein this Agreement shall be effective upon signing and shall remain in full force and effect until midnight December 31, 2013 the termination date.

Section 43.2. The Employer and the Union agree to each pay 50% of the cost of reproduction and preparation of the Collective Bargaining Agreement. The Employer and the Union will prepare no less than one copy per employee plus an additional 40 copies.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this day of June 20, 2011.

FOR THE WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Megan K. Manuel, Superintendent

William M. Deters II, Board Chief Negotiator

FOR THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES (OAPSE) AFSCME LOCAL 4, AFL-CIO AND ITS LOCAL 302

Tina Vance, President

Terry Gayhart, Team Member

Derryl Hall, OAPSE Chief Negotiator

Approved and journalized by the Warren County Board of Commissioners on August 9, 2011 by resolution number 11-1076.

APPENDIX A

ABSENCE AND TARDINESS CONTROL POLICY AND PROCEDURE

A. Policy

All employees are expected to report to work on time on a regular basis. Absenteeism and tardiness are disruptive of program purposes and place a burden on other employees and supervisors. Good attendance has an effect on hiring, promotion, transfer, and salary increases. Attendance patterns are reflected on performance evaluations.

This policy and procedure applies to all OAPSE bargaining unit employees of Warren County Board of DD.

No penalty will attach to bona fide absences which would qualify for Family and Medical Leave (regardless of whether or not the employee is eligible for FML) which are properly documented and approved by the Employer. Be advised, however, that it is up to the Employer (Superintendent) to designate leave as Family and Medical Leave pursuant to the requirements of the FMLA and not the discretion of an employee or his/her care provider. Employees requesting FML must provide the required documentation within fifteen (15) days of the absence.

B. Procedure

1. OFFENSES

The following, with definitions, are offenses under this policy and procedure which will result in disciplinary consequences.

A. TARDINESS - Reporting late for scheduled work, whether regularly scheduled or overtime; returning to work late following a break, meal period or prior approved partial day leave period; or, any incident in which an employee gives timely notification that he/she is unable to begin work at his/her scheduled starting time but will be reporting to work later that same day, and has established a reporting time with his/her supervisor. None of these definitions apply where prior written supervisory approval has been granted. If proper and timely notice is not given, or the employee fails to report following an established new starting time, the absence will be considered unreported as described in definition C.

B. UNAUTHORIZED ABSENCE - Any incident of leave without pay that does not qualify for family medical leave but for which the employee has met the notification requirements for absence. This includes incidents of tardiness which require the use of leave without pay; additionally, tardiness of more than 31 minutes where the employee has not notified the supervisor prior to their start time.

C. UNREPORTED ABSENCE - Type 1: Absence without permission for leave; the employee fails to report off and does not report to work. Type 2: Failure to report following a newly established starting time as described in A; leaving work prior to the end of the scheduled work day without permission.

D. FALSIFIED ABSENCE - Any incident of leave usage, where there is sufficient reason to believe the leave was not used for its intended purpose, as evidenced by behavior and actions of the employee and reliable reports of such behavior and actions.

E. Unacceptable absences – An incident of absences exceeding ten (10) or more days in a twelve (12) month period (anniversary date)

2. NOTIFICATION OF ABSENCE

An employee who is unable to report to work or to report to work on time, shall notify his/her immediate supervisor or designee. The supervisor should be notified as far in advance of the employee's starting time as possible. Notification shall be made no later than the employee's starting time, unless an emergency or other conditions make it impossible.

When calling in an absence or tardiness, the employee must speak to the supervisor, or designee, and explain the reason for the absence or tardiness and the expected date/time of arrival or return. Asking another employee, friend, or relative to give this information is not considered proper notification, except under emergency conditions and may subject the employee to disciplinary action.

For absences beyond one (1) day, daily notification is required, unless other arrangements have been made with the supervisor or designee.

For absences exceeding beyond three (3) consecutive calendar days, a statement from a physician explaining the reason for the absence may be required. The statement must show that the employee can return to his/her position with no restrictions.

3. DISCIPLINARY PENALTIES

"Incidents" under this policy are any of the offenses listed in B(1) a-d, of this policy and procedure. Each day of absence under B(1) b-d is an individual incident. Whenever an employee commits an infraction of this policy which may result in discipline, the Superintendent will conduct an administrative hearing pursuant to agency procedures. All counseling required by the previous procedures shall be performed by the Superintendent and or his designee. The Superintendent may, at his/her discretion, excuse any incident where the employee is able to provide good and sufficient cause.

The offenses listed below are independent of each other, and are not combined for progressive penalty purposes, except that any absence may be considered an incident of more than one type of absence such as a chargeable absence and an unreported or falsified absence.

"Incidents" shall be charged to an employee's record for a period of eighteen (18) months from the date of the first incident,

A.	***Tardiness***	***Resulting Discipline***
	One and two incidents	Dates and occurrences noted
	Three and four incidents	Counseling and Level 1
	Five and six incidents	Counseling and Level 2
	Seven incidents	Counseling and Level (up to 3 day suspension without pay)
	Eight incidents	Termination from service (Level 4)

B.	***Unauthorized Absence***	***Resulting Discipline***
	One incident	Counseling and Level 1
	Two incidents	Counseling and Level 2
	Three incidents	Counseling and Level 3 (up to 3 day suspension without pay)
	Four incidents	Termination from service

		(Level 4)
C.	***Unreported Absence***	***Resulting Discipline***
	One incident	Counseling and Level 3 (up to 3 day suspension without pay)
	Two incidents	Termination from service (level 4)
D.	***Falsified Absence***	***Resulting Discipline***
	One incident	Up to and including Termination from Service
E.	**Unacceptable Absence**	**Resulting Discipline** **See Absenteeism Chart and Guidelines for Interpreting Staff Absenteeism.**

1. Discipline for Unacceptable Attendance:

   a. After one year of unacceptable attendance, the supervisor will start reviewing attendance quarterly.

   b. If the employee still has unacceptable attendance at the following intervals:

1.	1 year, 1 quarter	5.	2 years, 1 quarter
2.	1 year, 2 quarters	6.	2 years, 2 quarters
3.	1 year, 3 quarters	7	2 years, 3 quarters
4.	2 years		

   c. The determination of an unacceptable attendance level at each quarter would then be based upon a pro-rated amount as per the absenteeism at the end of this section.

      The discipline will be progressive beginning with verbal warning, followed by written warning, written reprimand, 1-day suspension, 3-day suspension, 5-day suspension, and ending with termination.

      Four (4) consecutive quarters of acceptable attendance is required before the quarterly reviews and progressive discipline are eliminated.

2. Guidelines for Interpreting Staff Absenteeism

   Absenteeism may become unacceptable and, as such, indicate possible abuse. Supervisors shall monitor and evaluate staff absenteeism based on the following criteria:

   a. The absenteeism chart (figure 1) shall be used to evaluate total number of days of absence of staff.

      Staff who miss parts of days will have those days combined into full-time equivalent days for the purpose of using the absenteeism chart.

   b. When evaluating staff attendance, supervisors will note the following on the annual evaluation form:

1) The total number of days staff has been absent;
2) The number of days or time period which are or maybe Covered by the Family Medical Leave Act;
3) The number of days of time periods in 2) should be subtracted from the total of days in 1). This resulting total will be used to calculate performance levels on the absenteeism.

Each of the points of information (1) and 2) shall be recorded on the staff person's annual evaluation.

c. The absenteeism chart is based on staff's evaluation anniversary date. Supervisors will evaluate staff absenteeism in their annual evaluation.

d. The supervisor shall also note "patterns of absenteeism," such as frequent absences on Monday and/or Fridays, or days proceeding and/or following a holiday or program "breaks" or use of sick time. If such a pattern exists, an employee may be required to submit a medical statement for an absence of any duration.

e. Whenever staff's absenteeism is unacceptable, for whatever reasons, the supervisor shall meet with the staff person for discussion of the absenteeism. The supervisor may initiate discipline actions *according to Article 12 – Corrective Action.* When staff has unacceptable absenteeism for two (2) consecutive program years or when the staff person's absenteeism is twice the amount of days indicated as unacceptable on the chart in one (1) year, the Supervisor may make a **recommendation to the Superintendent that the employee be disciplined up to and including termination.**

Figure 1

ABSENTEEISM CHART

WORK SCHEDULE	
ATTENDANCE RANGE	**12-MONTH EMPLOYEES**
EXCELLENT	**0 – 1**
GOOD	**2 – 3**
SATISFACTORY	**4 – 6**
NEEDS IMPROVEMENT	**7 – 9**
UNACCEPTABLE	**10**

It is agreed and understood between OAPSE and the Board that any employee who receives a total combination of eight incidents under Section a. - Tardiness, b. - Unauthorized Absence, c. - Unreported Absence, or a combination thereof, during an 18-month period, shall be subject to possible termination from service.

WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
PERSONNEL POLICY MANUAL

TUITION REIMBURSEMENT	SECTION 4.C.13

A. It is the policy of the Board to provide tuition reimbursement, pending availability of funds.

1. The amount of funds is set by the Board through the annual budget process, total funds expended will not exceed the Board's annual budget. Each calendar year the Superintendent will set the maximum dollar amount that will be reimbursed per course.

B. Only full-time and/or regular part-time staff members are eligible. Substitutes do not qualify. The tuition reimbursement program affords qualified staff members the opportunity to pursue educational goals congruent with personal growth and agency related work. Qualified staff members must have a satisfactory work performance record, which is identified by satisfactory punctuality and attendance, completed any probationary period, no recent or current disciplinary actions pending, and satisfactory or better performance evaluations during their last rated period.

C. The only reimbursable course work shall be from an accredited college, university or other accredited institution, (e.g., Joint Vocational School, etc.) Fees for books, supplies, lab fees or other associated school expenses will not be reimbursed.

D. Approved course work is that which leads to a specific degree that is job related and leads to increasing the employee's proficiency and/or meets specific certificate, registration and/or licensure requirements related to the employee's position. Approved course work shall be completed on employee's own time (i.e. nights/weekends/personal or vacation time).

E. Reimbursement is contingent upon a grade of a "C" or above. For courses that do not offer letter grades, reimbursement is contingent upon receipt of a certificate of completion. For reimbursement, either of the above and a receipt showing that the employee has made payment for the course must be submitted to the Assistant Superintendent. An approved course must be completed before reimbursement will be made.

F. Employees, who leave the Board within nine (9) months of taking a course for which reimbursement from the board was received, must reimburse the Board for the amount of tuition monies received. Those who leave within nine months due to verifiable disability will not be required to make reimbursement.

APPENDIX C

OAPSE Hourly Rates
2011 – 2013

	0	1	2	3	4	5	6	7	8
	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of
Job title:	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.
Bus Assistant	11.02	11.16	11.31	11.46	11.66	11.86	12.10	12.33	12.56
Vehicle Operator II	13.93	14.11	14.29	14.48	14.74	14.99	15.29	15.59	15.86

	9	10	11	12	13	14	15	16	17+
	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of
Job title:	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.
Bus Assistant	12.77	13.02	13.27	13.51	13.74	14.03	14.29	14.58	14.87
Vehicle Operator II	16.14	16.46	16.78	17.07	17.37	17.71	18.06	18.42	18.78

WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
PERSONNEL POLICY MANUAL

CDL ALCOHOL AND DRUG TESTING	SECTION 4.A.02

A. Any questions regarding these policies or procedures should be directed to the Superintendent. For purposes of this policy, the "Employer" is the Board of Developmental Disabilities or its designee.

B. All employees who operate a commercial motor vehicle (CMV) are subject to this policy. This includes, but is not limited to:

1. Full-time regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to the employer or who operate a CMV at the direction of or with the consent of the employer.
2. For the purposes of pre-employment/pre-duty testing only, the term drive includes a person applying to the employer to drive a CMV.
3. Employees promoted or transferred into a position requiring the operation of CMV are treated as new hires for the purposes of this policy and pre-employment testing requirements.

C. For purposes of this policy, safety sensitive functions include:

1. All time at a school, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. All time inspecting equipment as required or inspecting, servicing, or conditioning any CMV at any time;
3. All time spent at the driving controls of a CMV in operation;
4. All time, other than driving, in or upon any CMV;
5. All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, or remaining in readiness to operate the vehicle;
6. All time spent by the driver performing functions relating to accidents;
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

D. Drivers covered by this policy are prohibited from engaging in the following:

1. Reporting to duty, remaining on duty, or performing a safety sensitive function while having an alcohol concentration of 0.02 or greater;
2. Reporting to duty, remaining on duty, or performing a safety sensitive function while using a controlled substance (including prescription drugs, unless the physician has advised the driver that the substance does not adversely affect the driver's ability to operate a CMV) or if the driver tests positive for controlled substances;
3. Possessing alcohol while on duty or operating a CMV;
4. Using alcohol or controlled substances while on duty;
5. Performing safety sensitive functions within four (4) hours after using alcohol;
6. Using alcohol for eight (8) hours following an accident in which the driver is required to take a post-accident alcohol test or until the driver undergoes a post-accident alcohol test, whichever occurs first;
7. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test.

E. If a driver/employee violates any of the prohibitions listed in Section D of this policy, the following consequences will result:

1. The driver may be disciplined up to and including termination. However, any discipline may, at the discretion of the Superintendent, or his/her designee, be mitigated by the willingness of the employee to complete the recommended rehabilitation program. Any violation involving a

felony drug (e.g., cocaine, heroin, PCP, etc.) shall result in termination on the first offense. An employee shall be permitted only one (1) chance at rehabilitation. A second offense under this policy shall result in the employee's termination from employment.

If the driver is not terminated after a first offense, the driver may be required to use accumulated sick leave, vacation, and/or personal time to cover any period of absence. The driver may also be required to follow the Family and Medical Leave Act (FMLA) Policy. If the driver does not have sufficient paid leave to cover the period of absence, the driver may request unpaid leave of absence in accordance with the labor agreement between the parties, or in accordance with Board of Developmental Disabilities policy.

2. The driver shall be immediately removed (taken out of service) from the safety sensitive position.

3. The driver shall be provided with information regarding the services available for alcohol and substance abuse.

4. The driver shall be evaluated by a substance abuse professional (SAP), and may not perform safety sensitive functions until all recommended counseling and treatment is completed.

   Failure to complete or participate in prescribed counseling rehabilitation program shall result in the employee's termination. Any costs associated with the prescribed counseling, treatment, or rehabilitation program are the responsibility of the employee, unless otherwise covered by the Employer-sponsored medical benefit plan to which the employee belongs.

5. The driver will be subject to re-evaluation, return-to-duty testing, and unannounced follow-up testing. These actions are in accordance with federal regulations, and therefore not subject to the grievance procedure.

F. A driver is required to report the use of any prescription or non-prescription medicines containing alcohol or any of the prohibited controlled substances listed in Section H, below, to his/her supervisor. At the time the medication is prescribed, the driver shall inquire as to whether the medication will impair the driver's ability to perform safety sensitive functions. The driver shall be required to produce a signed statement from the treating physician that any prescribed medication containing alcohol or a controlled substance (as defined in Section H) does not impair the driver's ability to perform safety sensitive functions and/or does not interfere with the safe performance of the driver's job.

   If the treating physician determines that the medication will impair the driver's ability to perform safety sensitive functions the employee will be permitted to use accumulated sick leave, vacation, personal time, or unpaid leave to cover the period of absence. If the driver does not have sufficient paid leave to cover the period of absence, the driver may request unpaid leave in accordance with the labor agreement between the parties, or in accordance with Board of Developmental Disabilities policy. The employee may be required to follow the FMLA policy and procedures if the absence applies.

G. A driver will be required to submit to testing for alcohol and/or controlled substances under the following circumstances:

1. <u>Pre-employment testing</u>: Prior to the first time a driver performs a safety sensitive function, the driver will be tested for controlled substances. The driver will not be permitted to perform safety sensitive functions unless the controlled substance test results are negative. These same requirements shall apply when an existing employee moves from a non-driver position into a position requiring a CDL.

   The Employer shall arrange the time and location for the pre-employment test. The applicant is responsible for reporting to the collection site for the test. The Employer will be responsible for only the cost of the test itself. All other costs incurred by the applicant concerning a pre-employment test is the applicant's responsibility.

2. Post-accident testing: As soon as practicable following: (a) an accident in which a fatality occurs, (b) an accident in which an injury is treated away from the scene and the driver/employee receives a citation for a moving violation arising from the accident, or (c) an accident in which a vehicle is required to be towed from the scene and the driver/employee receives a citation for a moving violation arising from the accident; the driver shall be tested for alcohol and controlled substances. The employer shall cease attempts to administer the test eight (8) hours following the accident for alcohol and after thirty-two (32) hours for controlled substances.

   The driver shall be transported to the collection site by a representative of the Board of Developmental Disabilities. Following the test, the employee shall be transported home or returned to the employer's premises, and the employee will not be permitted to perform safety sensitive functions until a negative controlled substance test result is reported.

   Following a breath alcohol test which shows no detectable amount of alcohol, the driver will be permitted to apply for accumulated sick leave, vacation, personal time, or unpaid leave to cover the period of absence until the controlled substance test results are available. If the controlled substance test results are negative, the employee will be credited for the used paid leave, or compensated for the period of leave without pay at the employee's regular hourly rate of pay, unless other work rule violation(s) have occurred.

   Following a breath alcohol test which shows a detectable level of alcohol of 0.02 to 0.039, the driver will be taken home or returned to the employer's premises and permitted to apply for accumulated paid leave. The driver may not perform safety sensitive functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the labor agreement between the parties, or in accordance with Board of Developmental Disabilities policy.

   Following a breath alcohol test result indicating a concentration of 0.04 or greater, or following a positive controlled substance test result, if the driver's employment is not terminated, the driver may request the use of accumulated sick leave, vacation, personal time, or unpaid leave and the consequences listed in Section E above will result.

3. Random testing: A minimum number of drivers (currently 25% for alcohol and 50% for controlled substances) annually will be randomly selected using a scientifically valid method in which each driver will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year. When a driver is selected for testing, he/she shall cease doing the safety sensitive function and proceed to the test site immediately. If a driver is randomly selected for an alcohol test and that driver is not currently performing, just about to perform, or just finished performing a safety sensitive function, the driver's selection may be kept confidential until the next time that driver performs a safety sensitive function.

   Following a breath alcohol test which shows a detectable level of alcohol of 0.02 to 0.039, the driver will be taken home or returned to the employer's premises and permitted to apply for accumulated paid leave. The driver may not perform safety sensitive functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the labor agreement between the parties, or in accordance with Board of Developmental Disabilities policy.

   Following a breath alcohol test result indicating a concentration of 0.04 or greater, or following a positive controlled substance test result, if the driver's employment is not terminated, the driver may request the use of accumulated sick leave, vacation, personal time, or unpaid leave and the consequences listed in Section E above will result.

4. Reasonable suspicion testing: A trained supervisor or official may require a driver to undergo testing for alcohol or controlled substances based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the driver. If a

driver is required to undergo testing under this section, the driver must immediately cease to perform the safety sensitive function and he/she will be transported to the collection site by a representative of the Board of Developmental Disabilities. A driver can only be required to undergo reasonable suspicion alcohol testing under this policy if the driver is performing, just about to perform, of just after performing safety-sensitive functions.

If a driver is required to undergo reasonable suspicion controlled substance testing, he/she shall not be permitted to perform safety-sensitive functions until a negative controlled substance test result is reported. Following a reasonable suspicion controlled substance test, the driver will be permitted to apply for accumulated sick leave, vacation, personal time, or unpaid leave until the test results are available. If the controlled substance test results are negative and no other work rule violation(s) have occurred, the employee shall be returned to his/her position and credited for the used paid leave or compensated for the period of leave without pay at the employee's regular hourly rate of pay.

Following a breath alcohol test which shows a detectable level of alcohol of 0.02 to 0.039, the driver will be taken home and permitted to apply for accumulated paid leave. The driver may not perform safety-sensitive functions for a minimum of twenty-four (24) hours. An employee with a breath alcohol test of less than 0.04 shall also be subject to appropriate disciplinary measures in accordance with the labor agreement between the parties, or in accordance with Board of Developmental Disabilities policy.

Following a breath alcohol test result indicating a concentration of 0.04 or greater, or following a positive controlled substance test result, if the driver's employment is not terminated, the driver may request the use of accumulated sick leave, vacation, personal time, or unpaid leave and the consequences listed in Section E above will result.

The employer will cease attempts to administer the test eight (8) hours after the observation was made.

5. Return-to-duty testing: Before a driver who has been found to be in violation of the prohibitions section of this policy, set out in Section D, may return to duty in a position requiring the performance of safety-sensitive functions, the driver must undergo testing for alcohol and controlled substances. The results of the alcohol test must show less than 0.02 concentration if the offense involved alcohol and the controlled substance test must be negative if the offense involved controlled substances. Any driver whose return to duty test results are 0.02 or greater for alcohol or positive for controlled substances will be terminated from employment. All costs associated with return to duty tests are the responsibility of the employee.

6. Follow-up testing: When a driver has been found to be in violation of the prohibitions section of this policy, set out in Section D, and the substance abuse professional has determined that the driver needs assistance in resolving alcohol or substance abuse problems, the driver will be subject to a minimum of six (6) unannounced follow-up tests within the first twelve (12) months as directed by the substance abuse professional. Any driver whose follow-up test results are 0.02 or greater for alcohol or positive for controlled substances will be terminated from employment. All costs associated with follow-up tests are the responsibility of the employee.

H. Within seventy-two (72) hours of receiving notice of a verified positive controlled substance test by the medical review officer (MRO), the employee may request that the MRO have the split sample tested by any other Department of Health and Human Services (DHHS) certified laboratory, at the employee's expense.

I. Controlled substances for the purpose of this policy include all legal, illegal, and prescription drugs containing marijuana, cocaine, opiates (e.g., codeine, morphine, etc.), PCP, and amphetamines. All drug screening and confirmation tests shall be conducted by a laboratory certified under the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs." The employer and the laboratory shall have a clear and well-documented procedure for collection, shipment, and accessing of urine specimens. The employer, the collection site, and the laboratory shall follow the procedures in 49

CFR Part 40, including an evidentiary chain of custody and control and split sample collection and testing. The collection site person is responsible for maintaining the integrity of the specimen collection and transfer process. All procedures shall be outlined in writing and provided to employer representatives and donors.

J. All alcohol breath tests shall be administered by a trained breath alcohol technician (BAT) or a law enforcement officer certified to conduct such tests. Only evidential breath testing (EBT) devices shall be used along with the prescribed breath alcohol testing form. The Employer and the testing facility shall follow the procedures in 49 CFR Part 40.

K. Refusal to submit to any of the alcohol or controlled substance tests required by this policy will result in the driver's immediate removal from the safety-sensitive functions and may result in disciplinary action. Refusal will be treated as a positive test and the driver will be referred to a counseling program and subject to return-to-duty and follow-up testing. Actions constituting a refusal to submit to a test include:

1. Failing to provide adequate breath for alcohol testing;
2. Failing to provide adequate urine for controlled substance testing;
3. Engaging in conduct that clearly obstructs the testing procedure; and/or
4. Failing to remain readily available for a post-accident test.

L. Drivers who have been tested for alcohol with the results showing a concentration of 0.02 but less than 0.04 will not be permitted to perform any safety-sensitive functions for twenty-four (24) hours following administration of the test. Discipline may be administered in accordance with the Employer's Drug-Free Workplace Act Policy or in accordance with the labor agreement between the parties and/or other disciplinary policies.

M. Information regarding the effects of alcohol and controlled substance use of an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs is available and will be periodically provided to employees.

Employees are encouraged to voluntarily admit problems with drugs and alcohol prior to violating employer policies. If an employee voluntarily enters into counseling or rehabilitation, he/she will be permitted to apply for accumulated sick leave, vacation, personal time, FMLA leave, and/or leave without pay. Any costs associated with a voluntary counseling or rehabilitation program are the responsibility of the employee, unless otherwise covered by the employer-sponsored medical benefit plan to which the employee belongs.

N. Upon written request from the driver, the employer will promptly provide copies of any records pertaining to the driver's use of alcohol or controlled substances including the results of any tests. The employer may charge a reasonable fee for copies; however, access to this information will not be contingent upon payment for records other than those specifically requested.

O. All employees subject to this policy remain subject to all other policies, procedures, rules, regulations and collective bargaining agreements established by the employer under its independent authority, which are not inconsistent with the requirements herein. All employees also remain subject to all other relevant federal, state, and local laws and regulations. Suspension of a driver's CDL is grounds for termination.

APPENDIX E

OAPSE Hourly Rates

2011- 2013

	0	1	2	3	4	5	6	7	8
	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of
Job title:	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.
Bus Assistant	11.02	11.16	11.31	11.46	11.66	11.86	12.10	12.33	12.56
Vehicle Operator II	13.93	14.11	14.29	14.48	14.74	14.99	15.29	15.59	15.86

	9	10	11	12	13	14	15	16	17+
	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of	Yrs of
Job title:	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.	Exp.
Bus Assistant	12.77	13.02	13.27	13.51	13.74	14.03	14.29	14.58	14.87
Vehicle Operator II	16.14	16.46	16.78	17.07	17.37	17.71	18.06	18.42	18.78

	CURRENT PLAN	
CARRIER		
PLAN TYPE	Definity HSA Plan 7AT Rx- 2V	
	NETWORK	NON-NETWORK
DEDUCTIBLE	$2,000 Ind / $4,000 Fam	$4,000 Ind / $8,000 Fam
TYPE	Non-Embedded	Non-Embedded
CO-INSURANCE	100%	80/20%
OUT-OF-POCKET WITH DEDUCTIBLE	$4,000 Ind / $8,000 Fam	$8,000 Ind / $16,000 Fam
PHYSICIAN		
OFFICE VISITS	100% after Ded.	Ded. & Co-Ins.
WELL CHILD	Covered In Full	Ded. & Co-Ins.
ROUTINE PHYSICALS	Covered In Full	Ded. & Co-Ins.
ROUTINE VISION EXAMS	100% after Ded.	Ded. & Co-Ins.
ROUTINE HEARING EXAMS	Covered In Full	Ded. & Co-Ins.
OBSTETRICAL OFFICE VISITS	100% after Ded.	Ded. & Co-Ins.
ALLERGY INJECTIONS	100% after Ded.	Ded. & Co-Ins.
ALLERGY SERUM	100% after Ded.	Ded. & Co-Ins.
ALLERGY TESTING	100% after Ded.	Ded. & Co-Ins.
FACILITY		
PROFESSIONAL SERVICES	100% after Ded.	Ded. & Co-Ins.
INPATIENT HOSPITAL	100% after Ded.	Ded. & Co-Ins.
OUTPATIENT FACILITY	100% after Ded.	Ded. & Co-Ins.
OUTPATIENT OTHER SERVICES	100% after Ded.	Ded. & Co-Ins.
EMERGENCY ROOM	100% after Ded.	Covered as Network Benefit
AMBULANCE SERVICES	100% after Ded.	Covered as Network Benefit
URGENT CARE	100% after Ded.	Ded. & Co-Ins.
MENTAL HEALTH / SUBSTANCE ABUSE		
MENTAL HEALTH - INPATIENT	100% after Ded.	Ded. & Co-Ins.
MENTAL HEALTH - OUTPATIENT	100% after Ded.	Ded. & Co-Ins.
SUBSTANCE ABUSE - INPATIENT	100% after Ded.	Ded. & Co-Ins.
SUBSTANCE ABUSE - OUTPATIENT	100% after Ded.	Ded. & Co-Ins.
ADDITIONAL SERVICES		
SKILLED NURSING FACILITY	100% after Ded.	Ded. & Co-Ins.
DURABLE MEDICAL EQUIPMENT	100% after Ded.	Ded. & Co-Ins.
PROSTHETICS	100% after Ded.	Ded. & Co-Ins.
OUTPATIENT REHABILITATION	100% after Ded.	Ded. & Co-Ins.
SPINAL MANIPULATION	100% after Ded.	Ded. & Co-Ins.
HOSPICE	100% after Ded.	Ded. & Co-Ins.
PRESCRIPTION DRUGS		
RETAIL	Medical Ded. Applies Tier 1: $10 Tier 2: $35 Tier 3: $60	Medical Ded. Applies Tier 1: $10 Tier 2: $35 Tier 3: $60 then the difference between the network and non-network charges
MAIL ORDER	Medical Ded. Applies Tier 1: $25 Tier 2: $87.50 Tier 3: $150 90 day mail order	Not Covered
LIFETIME MAXIMUM PER INDIVIDUAL	$5,000,000	
BENEFIT PERIOD	Calendar or Policy Year	
DEPENDENT AGE LIMIT	19 to 25 if Full-time Student	
PRE-EXISTING CONDITION CLAUSE	None	

APPENDIX F

WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
PERSONNEL POLICY MANUAL

MODIFIED DUTY	SECTION 4.B.10

PURPOSE
To provide employees with an understanding and description of Modified Duty.

DEFINITION
Modified duty shall consist of any modified work, which does not conflict with restrictions set forth by a physician.

POLICY

A. Modified duty shall be a means to have useful work for an employee to do when, because of injury or illness, he/she is unable to do the regular work.
B. All participants, who are either on injury leave or sick leave, are expected to return to work as early as medically feasible.
C. During incapacity from regular duty, when an employee is medically able to perform modified work, the Board of Developmental Disabilities will make every effort to find modified work which the employee is able to perform, even if it is in a different department. However, there is no guarantee that work will be available.
D. The Board of Developmental Disabilities shall adopt the position that Workers' Compensation modified duty instances shall take precedence over non Workers' Compensation claims.
E. Requests for modified duty must be submitted to the employee's supervisor on the "Request for Modified Duty" form no less than two full workdays prior to returning to work.
F. Modified duty assignments will be determined either by the Superintendent or Medicaid Manager. Work hours will be 8:00 – 4:00, Monday through Friday unless otherwise indicated.
G. The Superintendent, Medicaid Manager and selected Supervisor (Modified Duty Program Team) would monitor the Modified Duty Program to ensure the operations and resolve any issues.
H. If an employee refuses a modified duty assignment that the Board of Developmental Disabilities has offered to the employee as an available opportunity, the employee will not be permitted to use any leave or be paid any salary for that time period. In addition, the employee loses eligibility for Workers' Compensation payments.
I. If an employee accepts modified duty, he/she remains eligible for the same rate of pay he/she would have received in his/her regular position.
J. Once an individual accepts a modified duty assignment, he/she will be informed as to the reporting date, time and duration and sign a Modified Duty Agreement.
K. The department that has the modified duty work available will be responsible for the temporary supervision of the employee(s) assigned to do it.
L. The modified duty supervisor is responsible for contacting the regular supervisor if the employee fails to report for work. The regular supervisor will take any disciplinary action necessary.
M. Normal policy on discipline shall remain in full force for the duration of the modified duty assignment.
N. At the end of the modified duty period, the modified duty supervisor will inform the regular supervisor as to the employee's performance.
O. Modified Duty has target duration of 60 calendar days with the possibility of extension depending on the individual case.
P. If therapy is needed, an occupational or physical therapist may come to the work-site to provide the services therapy and consultation. Employee will receive normal pay for the on-site therapy time. The Modified Duty Program Team will contact Managed Care Organization (MCO) and On-Site Therapy provider to arrange the therapy. The therapy services are paid by the Bureau of Workers' Compensations (BWC) as part of medical treatment for the employee.

Q. If return to full duty is not feasible at the end of 60 days or any changes in employee's medical condition preclude him/her from working, the Board of Developmental Disabilities will work with employee, treating physician and our MCO to provide all the necessary care to assist employee back to work.

R. In order to provide prompt and quality care to our employees, the Board of Developmental Disabilities recommends Bethesda Medical Center at Arrow Springs for employees with work related-injuries or illness. The Board understands that the employees always have the freedom to choose their own physicians as approved by the BWC.

Warren County DD Board Modified Duty Program Participation Agreement

Modified Duty Program at the Warren County DD Board is designed to provide you with suitable temporary work assignments matched with the restrictions set forth by your Physician of Record, while you complete your recovery for your work-related accident or illness.

- You will be paid your regular rate of pay. Hours worked will be counted in the same way as normal work hours in the computation and eligibility for benefit, pay and seniority purposes.
- Modified Duty Program is not a permanent reassignment of job duties. Please note you are initially eligible for the program for 60 calendar days at which time we hope to have you back to your full-duty status.
- If return to full duty is not feasible at the end of 60 days or any changes in your medical condition preclude you from working, County will work with you, your treating physician and our Managed Care Organization (MCO) to provide all the necessary care to assist you back to work
- All work provided will not exceed the restrictions set forth by your physician of record. It is your responsibility to make sure you do not work beyond your limitations. If you find your modified Duty assignment to be beyond your capabilities, contact your supervisor immediately.
- No overtime will be worked while you are in the Program.
- You are expected to abide by the work/safety rules and all the work policies and procedures.
- Your time sheet will be completed as normal, reflecting the dates you are in the Program.
- You are encouraged to schedule any appointments at times when you are not scheduled to be at work. If you must leave your job, you will need to receive approval from your supervisor.
- If you are unable to report to your modified Duty job for any reason, call your Modified Duty supervisor (as well as your regular supervisor if different) to inform him/her of your absence.
- If therapy is needed, an occupational or physical therapist may come to the work-site to provide the services specified by your physician of record. You will receive normal pay for the on-site therapy time.
- When you are ready to go back to full duty, your physician of record will perform the examination and provide a release. When you are released to your regular duties, inform your supervisor immediately.
- If you have any questions, please discuss them with your supervisor immediately, or contact Medicaid Manager (Modified Duty Program Coordinator) at 513-695-1841 for assistance.

Your restriction(s) is/are listed in the MEDCO-14 form or equivalent sheet from your physician of record.

Your job tasks, which follow your physician of record's order, will include but are not limited to:_____

_____

_____

_____

_____

_____

Your working shift is: _____

Your signature on this form indicates that you understand the requirements for your participation in the Modified Duty Program. You are required to promptly inform the Modified Duty Program Coordinator or direct Supervisor of any changes of physical condition and results of all medical examination. In order to assure a safe return,

you may be required to have a periodic medical check-up until you return to full duty.

_____

Employee Signature Date

_____

Supervisor/Modified Duty Program Team Date

Warren County Board of Developmental Disabilities

WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES BOARD RESOLUTION

Resolution Number: 11-06-11 **Date of Resolution:** 06-20-11

Topic of Resolution: Ratification Of OAPSE, Local 302 Contract, 01/01/11 – 12/31/13.

RESOLUTION

Whereas, representatives of the Warren County Board of Developmental Disabilities and OAPSE, Local 302, have reached a tentative agreement on a subsequent contract.

THEREFORE, BE IT RESOLVED, that the Warren County Board of Developmental Disabilities ratifies the tentative agreement with OAPSE, contingent upon the approval of said contract by the Warren County Board of Commissioners, effective January 1, 2011 through December 31, 2013, and authorizes the Superintendent to execute the terms and conditions of the agreement.

Number of Board Members Present 5

Abstentions 0
In Favor 5
Opposed 0

President, Warren County Board of Developmental Disabilities