



AGREEMENT

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BETWEEN

THE JACKSON COUNTY BOARD OF DD

AND

OAPSE/AFSCME LOCAL 4/AFL-CIO

AND ITS

LOCAL #006



September 1, 2011 - August 31, 2014

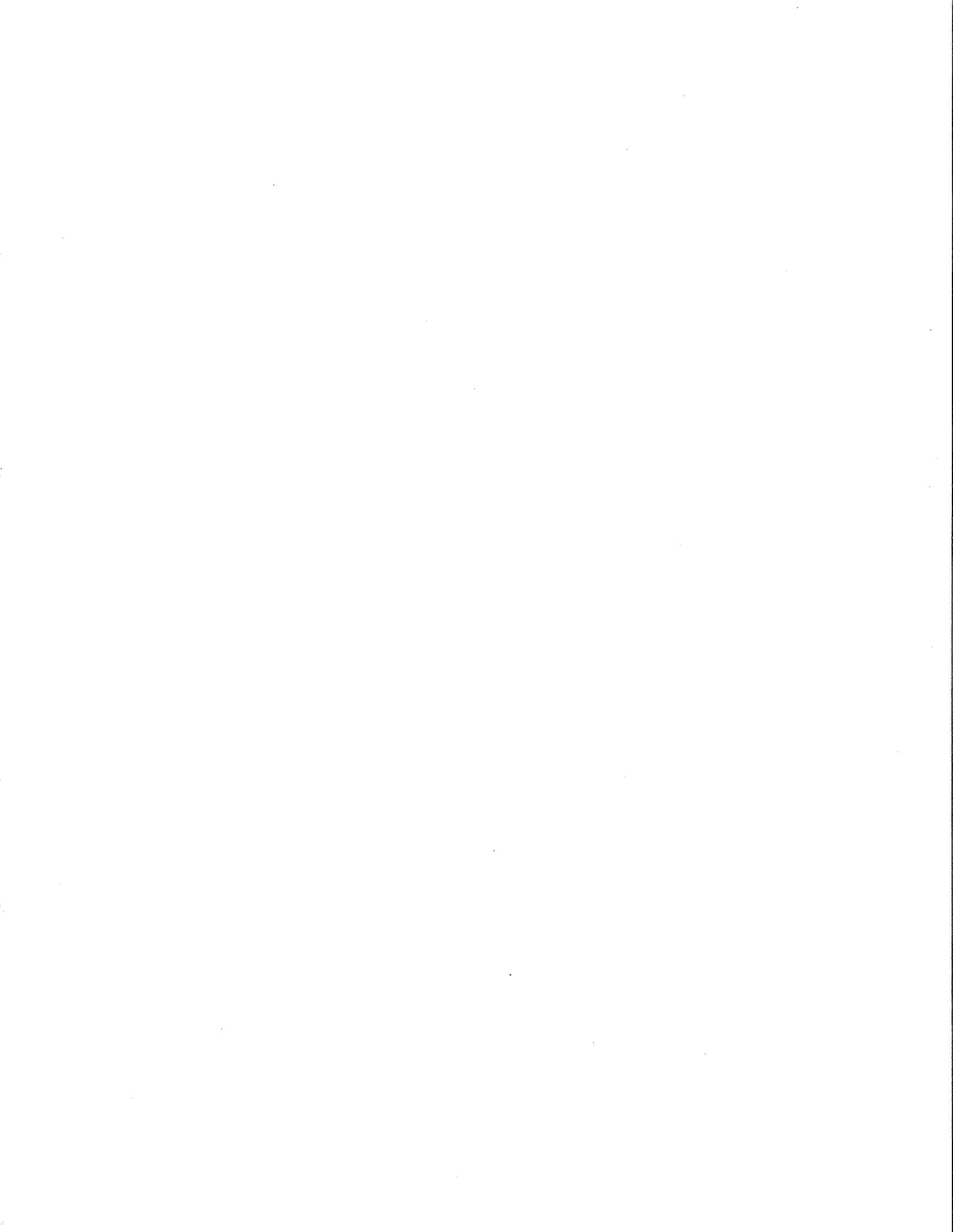


TABLE OF CONTENTS

	PAGE #
ARTICLE 1	AGREEMENT3
ARTICLE 2	MANAGEMENT RIGHTS3
ARTICLE 3	RECOGNITION4
ARTICLE 4	DUES DEDUCTION5
ARTICLE 5	UNION REPRESENTATION7
ARTICLE 6	NO STRIKE/NO LOCKOUT8
ARTICLE 7	PLEDGES9
ARTICLE 8	WAIVER IN CASE OF EMERGENCY9
ARTICLE 9	LABOR/MANAGEMENT MEETINGS10
ARTICLE 10	GRIEVANCE PROCEDURE11
ARTICLE 11	DISCIPLINARY PROCEDURES14
ARTICLE 12	EMPLOYEE PERSONNEL FILES15
ARTICLE 13	WORK RULES16
ARTICLE 14	LAYOFFS AND RECALL16
ARTICLE 15	SENIORITY17
ARTICLE 16	JOB POSTING AND VACANCIES18
ARTICLE 17	PROBATION19
ARTICLE 18	PHYSICAL EXAMINATION20
ARTICLE 19	SICK LEAVE20
ARTICLE 20	LEAVES OF ABSENCES22
ARTICLE 21	HOURS OF WORK25
ARTICLE 22	OVERTIME26
ARTICLE 23	CALAMITY AND PROGRAM CLOSING DAYS27
ARTICLE 24	HEALTH AND SAFETY28
ARTICLE 25	MEDICATION28
ARTICLE 26	STAFF RATIOS/CLASS SIZE28
ARTICLE 27	VACATIONS29
ARTICLE 28	HOLIDAYS30
ARTICLE 29	TRANSPORTATION AND EXTRA TRIPS31
ARTICLE 30	TRAVEL EXPENSES33
ARTICLE 31	SUPPLEMENTAL SALARIES33
ARTICLE 32	INSURANCE33
ARTICLE 33	WAGES34
ARTICLE 34	DURATION35
ARTICLE 35	MAINTENANCE OF MEMBERSHIP36
ARTICLE 36	TUITION REIMBURSEMENT36
	SIGNATURE PAGE38
	2011-2012 NON-TEACHING COMPENSATION39
	2012-2013 NON-TEACHING COMPENSATION40
	2011-2012 TEACHER SALARY SCHEDULE41
	2012-2013 TEACHER SALARY SCHEDULE42

ARTICLE 1
AGREEMENT

Section 1.1

This Agreement, effective for the period as set forth in Article 36, Duration, is entered into this _____ day of July, 2012 between the Jackson County Board of Developmental Disabilities and its Superintendent, (hereinafter collectively, the "Employer"), and the Ohio Association of Public School Employees/AFSCME Local 4, AFL-CIO and its Local 006, (hereinafter, the "Union").

Section 1.2

This Agreement has as its purpose to set forth the full and complete understanding and agreements between the parties regarding wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 1.3

This Agreement totally integrates all wages, hours, terms and conditions of employment existing between the parties, eliminating all past and existing practices. The wages, hours, terms and conditions which exist between the parties are to be understood from no other source but this Agreement. The parties expressly waive the right to submit any item for negotiation during the term of the contract. Items may be negotiated by mutual agreement.

Section 1.4

The parties intend this Agreement to supersede any Ohio Revised Code provisions on these subjects. The intent of this entire Agreement to supersede the Ohio Revised Code is not contradicted because any article herein does not specifically so indicate.

Section 1.5

If any part of this Agreement is found to be contrary to law, it shall be considered void, but the remainder of the Agreement shall remain effective. The parties agree to meet and discuss the provisions made invalid.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1

Management's rights are exclusive. Management has no duty to bargain over its decision or their effects. Except as expressly limited by this contract, the Board's management rights include, but are not limited to, the right:

To manage and direct its employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, lay off, recall, reprimand, suspend, discharge or discipline for just cause; to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to determine the Board's goals, objectives, programs and services and to utilize personnel in a manner determined by the Board to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty; to promulgate and enforce work rules, department orders, policies and procedures; to require employees to use or refrain from using specified equipment, uniforms, weapons and other tools of duty; to determine the hours of work and work schedule; to determine when a job vacancy exists, the duties to be included in all job classifications and to determine the Board's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the Board's mission; to determine conduct and performance expected of an employee in an emergency situation; and to determine class size, assignments and instructional and work hours for students and clients.

Section 2.2

In addition, those management rights not listed in this contract are exclusively reserved by the Board. Any doubt whether a right has been reserved to management is to be resolved in favor of the Board.

ARTICLE 3 RECOGNITION

Section 3.1

The Board recognizes the Union as the sole and exclusive bargaining representative for those non-professional and professional employees included in the bargaining unit as set forth in Serb Case No. 2011-REP-05-0052 and described below. Listing the classifications below does not restrict management's right to add or eliminate classifications or job.

Included:

Custodian, Custodian-Maintenance, Bus Drivers, Aides (including teacher/classroom aides, bus aides and one-on-one aides), Registered Service Workers, Adult Service Secretary, Teachers, Physical Development Specialist, Production Manager, Workshop Secretary

Excluded:

All confidential management and supervisory level employees including Superintendent, Adult Director, Administrative Assistant to the Superintendent, Business Manager, Adult Service Center Coordinator, Health & Safety Administrator/Nurse, Fiscal Administrator, Administrative Secretary to Superintendent, Service Support Administrator, Service Support Administrative Assistant, Service Support Administrative Supervisor.

Section 3.2

Both parties agree that all employees in the bargaining unit have the right to join, participate in or assist the Union and the right to refrain from joining, participation in or assisting the Union without intimidation or coercion by the Union. Membership in the Union shall not be a condition of employment.

Section 3.3

During the term of this Agreement, if the Board creates a new classification, the Board agrees to notify the Local President and to meet with the Union, upon the Union's request, to discuss the inclusion or exclusion of such classification. If the parties disagree, the Union shall have the right to seek whatever recourse it has available with the State Employment Relations Board.

ARTICLE 4
DUES DEDUCTION

Section 4.1

The Board will deduct Union dues, initiation fees, and assessments from the wages of members of the bargaining unit who authorize in writing such deductions and shall remit such to the Union State Treasurer. Authorization shall be presented to the Board, and the Board shall make such deduction from the payroll check for the next pay period in which dues are normally deducted.

Within a month after the deductions are made, the Board shall forward the deductions by warrant to the Union State Treasurer. Such warrant shall be accompanied by an alphabetical listing of the employees for whom deductions were made and the amount of the deductions.

All new hires are required to either be a member of the Union or pay a Fair Share Fee to the Union. Employees who were not members prior to September 1, 2001 and have not elected to become members will not be required to pay the Fair Share Fee. Employees who are currently members of the Union and withdraw during the term of this contract will be required to pay a Fair Share Fee to the Union.

Section 4.2

Other than to make the deductions provided herein and to remit the same to the Union, the Board assumes no financial or other obligation arising out of the provisions of this Article. The Union agrees that it will indemnify and hold the Board harmless from any claims, actions, lawsuits, damages or proceedings by any employees arising from deductions made by the Board pursuant to this Article. The Board will not honor any deduction authorization executed in favor of any other labor organization during the term of this contract.

Section 4.3

The Board shall be relieved from making such individual "check-off" deductions upon an employee's:

- A. Termination of employment;
- B. Transfer to a job other than one covered by the bargaining unit;
- C. Layoff from work;
- D. An unpaid leave of absence;
- E. Written revocation of the check-off authorization pursuant to this Agreement; or
- F. Resignation of the employee from the Union.

Section 4.4

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

Section 4.5

The parties agree that neither the employees nor the Union shall have a claim against the Board for errors in the processing of deductions, unless a claim of error is made to the Board in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period during that the Union dues deduction would normally be made by deducting the proper amount. The Union will request bargaining unit employees W-2 earnings and the Union will calculate the amount of dues or Fair Share Fee to be deducted. The Union will notify the County Payroll Clerk of these amounts at least (30) thirty days prior to deductions.

Section 4.6

The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union.

ARTICLE 5
UNION REPRESENTATION

Section 5.1

The Board agrees to permit Union staff representatives who are not employees of the Board access to the Board's premises during normal office business hours. Such staff representatives shall also be permitted access to the Board's facilities for any scheduled Union meeting to be held before or after normal business hours. The Union agrees that such visitations shall not 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. The Union representative shall notify the Superintendent or designee before entering Board property.

Section 5.2

The Board shall recognize as Union representatives the President of the Local, or in his absence, the Vice President; a grievance committee chairperson; and two (2) stewards one (1) at Hope Haven and one (1) at J-VAC). The stewards shall be members of the bargaining unit. The Stewards shall be recognized as representatives for the area in which they are employed.

Section 5.3

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

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate supervisor
- E. Union office held

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

Section 5.4

Duly authorized Representatives of the Union and its affiliates shall be permitted to attend grievance hearings; to attend disciplinary hearings and to make or receive telephone calls that are necessary for the performance of the duties of said Representative.

Section 5.5

Employees shall receive no loss in pay for meetings with the Board or its representatives which are scheduled during the employee's normal working hours. Employees shall not be paid for meetings scheduled during non-working hours as they relate or are scheduled under the provisions of this Agreement.

Section 5.6

The Board agrees to permit the Union to utilize a classroom for the purpose of holding its Union meetings, with two (2) weeks advance notice to the Superintendent and upon the approval of the Superintendent. The Union agrees that the Board shall not incur any additional cost or expenses as a result of such scheduled meetings.

Section 5.7

The Board agrees that the Union and its representatives may use the Board's inter-agency mail system to distribute mail for Union purposes.

Section 5.8

The Board agrees to provide the Union with space for a 2'x3' bulletin board in each of its three (3) buildings. The Union shall be responsible for posting and maintaining such Board, which shall be neat in appearance at all times. All postings must have the signature of the Local Union President or the Vice President in order to be authorized. Unauthorized postings, any postings regarding any political activity or endorsement which do not directly relate to legitimate Union business (such as personal, scandalous, derogatory attacks or other material that would offend adults of normal sensibility), shall be immediately removed. Violations of this section shall result in the Union forfeiting bulletin board privileges.

Section 5.9

The Board agrees to permit one (1) elected delegate of OAPSE Local #006 leave of three days to attend the OAPSE Annual Conference with continuity of salary. The Board shall not pay for the delegate's conference expenses.

ARTICLE 6
NO STRIKE/NO LOCKOUT

Section 6.1

It is understood and agreed that the services of employees of the Board are essential to the public and client health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of services by the employees because of any work slowdown, strike or other concerted effort during the term of this Agreement or any extensions thereof.

Section 6.2

If any member of the bargaining unit, either individually or collectively, engages in a work slowdown, walkout or any other concerted effort resulting in interruption of services, as stated in Section 6.1, the Union shall publicly denounce such violation, disclaim approval and order all member participants to return to work immediately. Should the employees fail to immediately return to work or the Union fails to publicly denounce and disclaim approval of such violation, the

Board shall have the option of implementing immediate disciplinary action against employees.

Section 6.3

The Board agrees that neither the Board nor the Board's officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees during the term of this Agreement unless those employees have violated Section 6.1 of this Article.

Section 6.4

Nothing in this Article shall be construed to limit or abridge the Board's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

ARTICLE 7
PLEDGES

Section 7.1

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

Section 7.2

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

Section 7.3

The Union agrees not to interfere with the right of employees to refrain or resign from membership and there shall be no unlawful disparate treatment and the Union shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 8
WAIVER IN CASE OF EMERGENCY

Section 8.1

In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the Jackson County Commissioners, the Federal or State Legislature, for such acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

- A. Time limits for management's or the Union's replies on grievances.

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

Section 8.2

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the Grievance Procedure to which they (the grievant(s) had properly progressed.

ARTICLE 9
LABOR/MANAGEMENT MEETINGS

Section 9.1

In the interest of sound labor/management relations, unless mutually agreed otherwise, the Superintendent shall meet at mutually agreeable times with not more than three (3) representatives of the Union to discuss those matters addressed in Section 9.2.

Section 9.2

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

- A. Discuss the administration of this Agreement;
- B. Discuss ways to increase productivity and improve efficiency;
- C. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties;
- D. To consider and discuss health and safety matters relating to employees.

Section 9.3

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

Section 9.4

Labor/management meetings shall not be negotiation sessions to alter or mend the basic Agreement.

ARTICLE 10
GRIEVANCE PROCEDURE

Section 10.1

This grievance procedure replaces any procedure under the Ohio Revised Code or State Personnel Board of Review. All matters within the definition of a grievance arising out of this contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith. Grievances are not to be used as a method to gain contract concessions unsuccessfully bargained for during negotiations.

Section 10.2 Definitions

- A. A Grievance - is a timely written complaint by an employee or the Union over the alleged violation, misinterpretation or misapplication of a specific Article of this Agreement and the discharge or discipline of a bargaining unit employee.
- B. The Grievant - is the Union, an employee or group of employees that initiates the grievance. In the event that more than one (1) employee files the same grievance, each shall sign the grievance. A grievant may be represented at any formal level of this procedure by a Union representative at levels including Step 2 and above.
- C. Day - means work a day other than Saturday, Sunday or a paid holiday.

Section 10.3 General Provisions

- A. All handling, assistance, filing and other activity related to processing a grievance shall be done on non-work time. Employees may obtain grievance forms on work time.
- B. An individual grievance shall be initiated by the aggrieved person with assistance from the Union.
- C. A grievance shall be reduced to writing on the mutually agreed to form and shall include: (1) a description of the alleged violation; (2) specific Articles and Sections violated; (3) relief sought; and (4) date of initiating procedure.
- D. Time limits given shall be considered as maximum unless otherwise extended by mutual written agreement by the parties involved.
- E. Failure of the administration to respond within the specific time limits shall permit the employee to advance the grievance to the next step.
- F. Failure of the aggrieved to proceed within the specific time limits to the next level of the procedure shall mean the grievance has been resolved based upon the Board's last answer.

- G. A grievance may be initiated at Step 2, if it concerns actions taken by someone above a supervisor, and does not involve a supervisor.
- H. Nothing contained in this procedure shall be construed as limiting the individual rights of a person having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
- I. Forms for grievances will be kept in the Central Administration Office.
- J. A grievance may be withdrawn at any level without prejudice or record. It shall be considered settled upon withdrawal.
- K. No record, document or communication concerning a grievance shall be placed in the personnel files of any of the participants involved in the procedure herein. If retained, they shall be filed separately from the personnel files and shall be treated as confidential material.

Section 10.4 Procedure

STEP 1

The grievant shall, within ten (10) working days after the matter complained of has occurred, first attempt to settle the matter by meeting informally with his immediate supervisor.

STEP 2

If the grievance is not satisfactorily settled in the manner provided for in Step 1, the grievance shall be reduced to writing and filed with the employee's immediate supervisor within five (5) days after the matter has been informally discussed. The supervisor must respond within five (5) days thereafter.

STEP 3

If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the grievant may appeal to Step 3 by giving written notice of his or her appeal to the Superintendent within five (5) days after receipt of the Step 2 answer. The Superintendent shall, if he deems it necessary, then meet with the Union's representative and the grievant at a mutually agreed upon time to discuss the appeal within ten (10) days after the grievant has given notice of his or her appeal, and shall give a written answer within ten (10) days following the Step 3 meeting.

STEP 4

If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within fifteen (15) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Upon receipt of a request for arbitration the Board or their designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly agree to an arbitrator or to request a list of seven, (7), impartial arbitrators from the American Arbitration Association, (AAA). Upon receipt of the list of seven, (7), arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received; the parties shall use the alternate strike method from the list of arbitrators submitted to the parties by AAA. The party requesting the arbitration shall be the first to strike a name and alternate in this matter until one (1) name remains on the list.

The remaining name shall be designated as the arbitrator to hear the dispute in questions. Either party shall have the option to completely reject the list of names provided and request another list. All procedures relative to the hearing shall be in accordance with rules and regulations of the AAA. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination of any issue presently that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

In cases of discharge or a suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than five (5) calendar days prior to the date the grievance was presented to the Board in Step 1 of the grievance procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Board. Any cost involved in obtaining the list of arbitrators shall be borne by the losing party. All costs directly related to the services of the arbitrator, including the cost of obtaining a list, shall be borne by the losing party. Expenses, if any, of the witnesses shall be borne by the party calling the witness. The fees of a court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ARTICLE 11
DISCIPLINARY PROCEDURES

Section 11.1

The Board will discipline employees for just cause.

Section 11.2

Disciplinary action is intended to ensure the efficient and effective operation of Board function by correcting employee misconduct.

Section 11.3

Except in cases of major offenses, discipline shall be progressive. Progressive discipline requires that employees who commit the same offense that they have previously committed, or an offense that is related to an offense that they have previously committed, shall receive a more severe disciplinary sanction for their present misconduct. Disciplinary sanctions will generally progress in the following order for minor offenses:

- A. Oral Reprimand
- B. Written Reprimand
- C. Three Day Suspension
- D. Ten Day Suspension
- E. Termination

In cases where an employee has committed a major offense, the Board reserves the right to subject the employee to a more severe disciplinary sanction than would apply based upon the disciplinary progression set forth above. This more severe disciplinary sanction may, in the Board's discretion, take the form of termination of the employee who committed the offense. A "major offense" includes, but is not limited to, misconduct which jeopardizes the safety or health of a co-employee, client, student, administrator, or member of the public, misconduct which constitutes a felony under Ohio or federal law, and misconduct which presents all of the elements of an intentional tort under Ohio law. A "minor offense" is any disciplinary offense which is not a major offense.

Section 11.4

Before any disciplinary action is administered, the employee shall be given the opportunity to present his/her statement about facts and circumstances involved. The Superintendent is to notify, in writing, the employee and the local union president of the time, date and place where the hearing is to occur at least twenty four (24) hours in advance of the hearing. Said notice shall state specific charges against the employee.

Section 11.5

Records of oral and written reprimands shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section 11.6

Records of suspension shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section 11.7

An employee may grieve reprimands but reprimands may not be appealed to the arbitration step of the grievance procedure.

ARTICLE 12 **EMPLOYEE PERSONNEL FILES**

Section 12.1

The Board will create and maintain an official personnel file on each bargaining unit employee. It will allow an employee access to his official personnel file.

Section 12.2

If the employee disputes the accuracy, relevance, time-lines or completeness of official information kept in his official personnel file, he may request that the Superintendent review the information in light of the employee's objection and render his interpretation of the information. Said employee shall have the right to add rebuttal on any material in his file that he deems incorrect or incomplete.

Section 12.3

The Board shall maintain the official personnel file for each staff member.

Section 12.4

Material concerning a staff member's professional conduct and/or job performance may be placed in the staff member's file after he has read the material. He shall acknowledge that he has read such material by affixing his signature and date on the copy to be filed. His signature signifies that he has read the material and does not necessarily indicate agreement with its content. If the staff member refuses to sign, a dated note to that effect will be attached to the material filed. Employees may attach a rebuttal statement to any material concerning a staff member's professional conduct and/or job performance placed in the employee's Personnel File.

Section 12.5

A staff member shall be permitted, to examine his/her file and in the presence of the Administrative Assistant or designee. The staff member may make copies of any material placed in his file after his/her employment by the Board. Requests for twenty (20) or more pages to be copied may result in a charge of ten (\$.10) per page copied.

Section 12.6

A staff member shall be permitted to place material in his file, in answer to material already placed in the file. An answer shall be attached to the related material.

Section 12.7

Materials placed in the staff member's file must be identified in such a manner that the author and the person placing the material in the file are known. No anonymous material shall be kept in the employee's file.

ARTICLE 13
WORK RULES

Section 13.1

The Board shall provide copies of work rules to the Union President and the bargaining unit employees. One (1) master copy of the rules shall be available in the Administrative Office to all employees.

Section 13.2

No such work rules, policies or directives shall conflict with or violate any specific provision of this Agreement.

ARTICLE 14
LAYOFFS AND RECALL

Section 14.1

Layoffs and recall shall be conducted solely in accordance with this Article. Whenever the Board determines a layoff is necessary for lack of work, lack of funds, or for reasons of economy and efficiency, the Board shall notify the Union of the impending layoff.

Section 14.2

The Board will determine in which classifications layoffs will occur. Layoff is a decision to reduce the present number of employees in their existing job classifications. Layoffs of bargaining unit employees will be by classifications within each department, and layoffs shall be by classification

seniority. Employees shall be given fourteen (14) days advance notice of a layoff. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective. Employees who have worked in other classifications and are laid off or displaced from their current classification may use their seniority from their date of hire by the Board to bump or displace any less senior employee in another classification where they worked previously provided they have the more Board seniority and the necessary licensing for the position.

Section 14.3

A laid off employee is eligible to be recalled to their classification or any other classification for which they are qualified. Laid off employees shall be recalled in reverse order of layoff to positions for which they are qualified. The Board shall provide notice of recall to laid off employees by registered mail at the last known address provided to the Board. Recall rights are lost if the employee fails to accept the offered job within three (3) days of receipt of the recall notice. The employee must provide the Board with his most current address. If the employee is on vacation or absent from the county for any other reason, he must notify the Board of where he can receive the recall notice.

Section 14.4

A laid off employee is not eligible for recall after twelve (12) months from the effective date of the layoff. Laid off employees lose all seniority rights after that twelve (12) month period.

ARTICLE 15 **SENIORITY**

Section 15.1

Except as otherwise specified, for purposes of this Agreement seniority shall be defined as the uninterrupted length of continuous service with the Board. Time spent on layoff and unpaid leaves of absence shall not be counted in determining continuous seniority. Once continuous service is broken, other than layoff or leave of absence, the employee loses all previously accumulated seniority.

Among those with the same length of continuous service to the Board, seniority shall be determined by the following:

- A. A coin toss

An employee who is called to active military duty during his/her employment with the Board shall not lose seniority for time served in such service.

An employee shall lose all seniority for the following reasons;

- A. Dismissal;
- B. Resignation;
- C. Accepting other employment while on leave of absences
- D. Absent for three (3) consecutive days without notice to the Board; and
- E. Failure to report within seventy-two (72) hours after a recall unless extenuating circumstances prevents the employee from reporting.

Section 15.2

An employee's prior experience in another field related to the classification of employment the new employee is applying for shall be considered in determining an employee's placement on the salary schedule and level of benefits (vacations, etc.). The Board reserves the right to credit said experience not to exceed the number of years of prior experience in the related field for placement on the salary schedule. Seniority shall be credited from the employee's initial date of hire into the bargaining unit after successful completion of the probationary period.

ARTICLE 16 **JOB POSTING AND VACANCIES**

Section 16.1

A vacancy occurs when the Superintendent intends to fill a bargaining unit position or create a new bargaining unit position. Vacancies are determined by the Board and are not automatic.

Section 16.2 Posting

After the Board has determined that a vacancy exists, the Superintendent will post a vacancy notice naming the available job, and describing the required duties and responsibilities, and the employee qualifications. The vacancy notice shall be posted at both Board facilities (Hope Haven and J-Vac). Vacancy notices during the summer months shall be mailed to all employees. The posting shall be for at least five (5) working days including the first working day of the posting. Interested employees must submit written requests for the posted position. Bids submitted beyond the posting period are not required to be considered. Posting does not mean the position will be filled. Nevertheless, should a posting be made and not filled, the decision to not fill the position will be posted within thirty (30) working days of the closing of receipt of applications. All posted positions must be filled within thirty (30) days of the posting if the Board does not post its intention not to fill the position. The posting shall include:

1. Position Title
2. Location
3. Immediate Supervisor
4. Hours/Work Year
5. Salary Range
6. Primary function and Description of the Work to be performed
7. Desirable Qualifications

8. State Certification Requirement
9. Deadline for Application

1. Employees shall be awarded positions based on seniority.
2. Employees within the classification where the vacancy exists shall be awarded positions based on classification seniority computed from the employees most recent date of hire into the classification. The employee with the highest classification seniority, from among those employees who bid, shall be awarded the position.
3. Employees who bid on positions outside their current classification shall be awarded positions for which they are qualified based on their seniority computed from the most recent date of hire by the Board. If two or more employees are equally qualified the most senior employee shall be awarded the position.
4. As to the position of "bus aide" or those performing "bus aide" functions, bargaining unit members will be given the first opportunity to "bid" on any vacant bus aide position/function and will be considered on the basis of seniority.

Section 16.3

New Employees will receive a job description upon employment. Employees may request a copy of their job description at any time after their initial employment.

ARTICLE 17
PROBATION

Section 17.1

The Board shall employ employees as follows:

All twelve (12) month employees will be on a twelve (12) month probationary period; all nine (9) month employees will be on a nine (9) month probationary period. During this one (1) year or nine (9) month period, as the case may be, employees serve at the pleasure of the Superintendent and the decision to discipline or discharge such employee is not subject to the grievance procedure or other challenge.

Before the last day of the probationary period, the employee shall be notified whether he has been assigned to his position as a regular employee. Employees assigned as regular employees shall only be disciplined or discharged for just cause as provided in Article 11 of this Agreement.

Section 17.2

Employees who move into a different classification as a result of job bidding shall serve a ten (10) calendar day trial period. At the end of this time, the employee may elect to return to his/her

previously held position without loss of pay or seniority unless the position has otherwise been filled as a result of organizational needs or efficiencies.

Section 17.3

All employees shall be employed pursuant to a school or workshop calendar adopted by the Board.

Section 17.4

In performing his professional duties, the employee agrees to abide by and maintain the applicable laws, Board rules and regulations and the collective bargaining Agreement.

Section 17.5

The Board will conduct performance evaluations as necessary for new hires or promoted employees.

Section 17.6

At the beginning of each program year, employees shall be provided a wage notification indicating their rate of pay.

ARTICLE 18
PHYSICAL EXAMINATION

Section 18.1

The Board shall pay the cost of the annual bus driver's physical examination.

Section 18.2

The Board agrees that if any employee is required as a condition of continued employment to have a BCI & I and/or FBI background check or update to such check the Board shall pay the costs associated with such check or update

ARTICLE 19
SICK LEAVE

Section 19.1

Sick leave is to be earned and accumulated at the rate of four and six-tenths (4.6) hours with pay for each completed eighty (80) hours service. There is no limit on the number of days that may be accumulated.

Section 19.2

Employees may use their accumulated sick leave to cover periods of absence due to personal illness, pregnancy, childbirth involving spouse, injury, and exposure to contagious disease which could be communicated to others and for illness, injury or death in the employee's immediate family which requires the presence of the employee.

Section 19.3

Definition of immediate family: mother, father, brother, sister, child, spouse, grandparent or spouses grandparent, grandchild, guardian, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, foster child, immediate step family or other person who stands in place of a parent (loco parentis).

Section 19.4

All applications for use of sick leave must be submitted to the Superintendent's office no later than two (2) work days upon the return from sick leave, or sick leave may be denied.

Section 19.5

Employees may be disciplined for abuse of sick leave and excessive absenteeism.

Section 19.6

When sick leave is used, it shall be deducted from the employee's credit on the basis of one-quarter (1/4) hour for each quarter (1/4) hour of absence from previously scheduled work. Sick leave may not be utilized to cover tardiness in arriving for work.

Section 19.7

If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Board that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Board may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Any illness exceeding five (5) days must be accompanied by a doctor's certificate except.

Section 19.8

The Board may require an employee to take an examination, conducted by a licensed physician of the Board's choice, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or leave without pay. The cost of such examination shall be paid by the Board.

Section 19.9

Employees may return to work on light duty assignments if unable to perform all the required duties of their position, if available. The Board provides no assurance that there will be light duty available.

Section 19.10

Upon separation or retirement from employment, an eligible employee shall be paid for one fourth (1/4) of unused sick leave up to sixty (60) days. Such payment will be made on the nearest scheduled pay day following retirement. An employee who is terminated is not an eligible employee for purposes of this section.

ARTICLE 20
LEAVES OF ABSENCES

Section 20.1 Paid Leave of Absences

A. Personal Leave

1. Each employee of the Board shall be credited with three (3) days leave, consistent with the hours of the employee's normal scheduled working day, to be used beginning the first day of September of each year and, to be used before the next September 1. Employees, upon giving three (3) days notice to the Superintendent, may use their personal leave as needed. Personal days may be granted for emergency reasons without providing three (3) days notice provided the employee notifies the Superintendent or his/her designee.
2. Employees shall have their unused personal days for the past year credited to their sick leave account on September 1st of each year

B. Bereavement Leave

1. In the case of death in the immediate family, employees shall be granted up to five (5) consecutive working days paid "Bereavement Leave," which is separate and in addition to sick leave, vacation leave and personal leave.
2. For the purpose of this Article, immediate family shall mean: spouse, parents, children, grandparents, grandchildren, brother, sister, stepparent, stepchildren, stepbrother, stepsister, a person with whom one has shared a long term relationship or person who stands in the place of a parent (loco parentis).
3. Employees shall be granted up to three, (3), consecutive working days of paid "bereavement leave" for the death of an immediate family member of the employee's spouse. Immediate family shall mean parents, children, grandparents, grandchildren, brother, sister, stepparent, stepchildren, stepbrother, stepsister or person who stands in the place of a parent (loco parentis). Bereavement leave shall be separate and in addition to sick leave, vacation leave and personal leave.

4. Employees may use one day of sick leave or any other paid leave for the funeral of any relative not listed in Section #2 or #3 of this Article.
5. Any employee taking bereavement leave and encountering extenuating circumstances such as distance, unusual family or personal responsibilities and the like, with approval from the Superintendent or designee, may be permitted to take an additional two (2) days of leave. These additional days shall be charged either to sick leave, vacation leave, or personal leave.

C. Court Leave

1. The Board shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received by the employee for jury duty during work hours must be signed over to the employer to receive their regular scheduled rate of pay for the day. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.
2. The Board will not pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, or may be applied for as vacation or personal leave.

D. Military Leave

1. All employees of the Board who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Military or members of other reserve components of the Armed Forces of the United States, shall be entitled to leave of absence without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) calendar days in any one (1) calendar year. The employee shall be required to submit to the Superintendent 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. The maximum number of hours for which payment under this provision will be made is one hundred seventy-six (176) hours in any calendar year.
2. Employees who have worked for the county at least ninety (90) calendar days shall be granted a leave of absence to be inducted or otherwise enter military service. They are not to be paid for such leave unless they are members of reserve units as specified in Subsection 1.
3. The veteran is entitled to all salary benefits or other advancements accruing to his position during his absence as follows:
 - a. Sick Leave - that amount accumulated at the time entering the service.
 - b. Vacation Leave - military leave credit shall be counted in determining the employee's length of service, but no vacation shall be granted for the time spent in military service.

- c. Automatic Salary Adjustment - step increase.

Section 20.2 Unpaid Leaves

A. Family and Medical Leave Act

1. All benefits guaranteed by the FMLA shall be provided to bargaining unit employees. Leaves granted under the FMLA shall be granted upon request after an employee has exhausted all leaves provided under this agreement.
2. All alleged violations of the FMLA may be processed as grievances in accordance with the provisions of this agreement. Such grievance does not prevent an employee from enforcing their rights under the FMLA as provided by law.
3. The authorization of leave of absence without pay is a matter of administration discretion. The Board shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave Form.

B. Medical Leave

1. A leave of absence without pay due to a disabling illness, injury or condition shall be granted by the Superintendent for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a medical leave of absence without pay will be subject to the rules regarding leaves of absence without pay.
2. A medical examination or satisfactory written documentation substantiating the cause, nature and extent of the disabling illness, injury or conditions shall be required prior to the granting of a leave of absence or disability separation unless the employee is hospitalized at the time the leave of absence is to begin or the disability separation is given. If an examination is requested by the Board, the Board shall bear the cost of the examination.
3. An employee receiving a leave of absence without pay due to a disabling illness, injury or condition is subject to the provisions of such leave. If the employee is unable to return to work status within the six (6) month period due to the same disabling illness, injury or condition, the employee will be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation, the total combined time of absence due to the disability shall not exceed three (3) years for purposes of reinstatement. If the classification the employee held at the time of separation no longer exists or no longer is utilized by the employee's Board, the employee shall be placed in a similar classification for which the employee meets or exceeds the qualifications. If no similar classification exists, the employee may be laid off.

Any request for reinstatement following a disability separation, must not be later than three (3) years following: a disability separation, a leave of absence followed by a disability separation, or a period the employee received disability leave benefits followed by a disability separation. The request must be in writing.

4. An employee while on leave of absence without pay does not earn sick leave or vacation credit.
5. An employee shall not be permitted to obtain other employment and continue on a leave granted under this Section unless he is granted written permission by the Board. If a leave of absence is granted for a specific purpose and it is found that the leave is not actually being used for such purpose, the Board may terminate employment.

C. Education Leave

1. Leave may be granted for maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the service of the Board.
2. The authorization of personal or educational leave of absence without pay is a matter of administrative discretion. The Superintendent should decide in each individual case whether a leave of absence is to be granted.
3. While on leave of absence without pay, an employee does not earn sick leave or vacation credit.

ARTICLE 21
HOURS OF WORK

Section 21.1

This article defines the normal hours of work per day or per week at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Board from restructuring the normal work day or work week. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 21.2

Below are listed up to the number of hours in the normal work week for full-time employees.

12-Month

Office and Clerical	40 hours
Registered Service Worker	35 hours
Vehicle Operators	30 hours
Bus Aides	30 hours
Custodian	35 hours

Custodian/Maintenance	40 hours
Production Manager	40 hours

9-Month

Office & Clerical	40 hours
Teachers	35 hours
Vehicle Operators	30 hours
Bus Aides	30 hours
Physical Development Specialist	35 hours
Teacher/Classroom Aides	30 hours

Section 21.3

Below are listed the part-time employees

One on One Aides

Section 21.4

Such hours include a one-half (1/2) hour paid lunch at the employee's work or duty station. Each employee is eligible for a fifteen (15) minute duty-free break for every four hours actually worked. The normal work week shall commence at 12:01 a.m. Sunday of each calendar week and end at 12:00 midnight the following Saturday.

Section 21.5

Employees shall be given forty-eight, (48), hour notice of all schedule changes.

ARTICLE 22
OVERTIME

Section 22.1

Any bargaining unit member who works more than forty (40) hours in a week shall be paid time and one-half (1-1/2) for such hours worked. Overtime must be approved by the Superintendent. Overtime is not guaranteed.

Section 22.2

Bargaining unit employees shall have the option of overtime in pay or compensatory time. Up to eighty (80) hours of compensatory time may be accumulated. Compensatory time must be used within one hundred and eighty (180) calendar days.

Section 22.3

If an employee is scheduled to work on a Saturday or Sunday, employees shall receive time and one-half (1-1/2) for working those days.

Section 22.4

Overtime pay shall be included in the check for that pay period.

Section 22.5

For the purpose of computing overtime, hours in active pay status shall count as hours worked.

Section 22.6

Any bargaining unit member has the right to volunteer for extracurricular activities without pay.

Section 22.7

Employees will be paid their regular hourly rate of pay while attending any mandatory training or meetings, subject to section 22.1.

Section 22.8

Any employee required to work in another job which has a higher rate of pay shall receive that higher rate for all hours worked in that job. Any employee required to work in a job with a lower rate of pay shall maintain their higher rate of pay.

ARTICLE 23
CALAMITY AND PROGRAM CLOSING DAYS

Section 23.1 Calamity Day

- A. All employees shall be paid for all times lost when the schools in which they are employed are closed due to an epidemic or other public calamity.

Section 23.2 Program Closing Day

- A. Nine (9) and twelve (12) month employees shall be entitled to the following program closing days:
- B. Ten (10) day Christmas break, to consist of the week before and the week after Christmas.
- C. Five (5) day spring break, to consist of the week prior to Easter.

ARTICLE 24
HEALTH AND SAFETY

Section 24.1

The Union and the Board share the responsibility for safety equally. The Board agrees to maintain in safe working condition all facilities, vehicles and equipment furnished by the Board to carry out the duties of each bargaining unit position. It agrees to provide adequate first-aid equipment. Employees accept the responsibility to maintain tools, equipment and work area in a safe and proper manner, and accept the responsibility to avoid negligence, and to follow all safety rules and procedures and safe working methods of the Board. Employees must notify the Board immediately about any potential safety problems.

ARTICLE 25
MEDICATION

Section 25.1

The Board agrees to provide those staff members who are required to administer medications with training. Delegated staff shall be paid an additional five hundred dollars, (\$500.00), per year contingent upon the following:

- A. School year completed
- B. Delegated staff will not miss more than thirty (30) working days
- C. Personal Days, Bereavement Leave, FMLA, and Vacation are not included in the thirty, (30), working days.

Section 25.2

Matters of medication, including storage, dispensing and documentation, shall be consistent with state law.

Section 25.3

Employees must notify the Superintendent in writing on or before August 1st of each calendar year that they are interested in these delegated staff positions.

ARTICLE 26
STAFF RATIOS/CLASS SIZE

Section 26.1

The parties agree that the grouping of students and clients is the responsibility of the Board. The Board agrees that the determination of class size/client ratio should be consistent with a review of

changes in teaching/production strategies, student/client population, financial resources, student/client needs and other relevant educational/production factors, and pursuant to state and federal regulations as they apply.

ARTICLE 27 VACATIONS

Section 27.1

Twelve month employees shall earn annual vacation leave according to their number of years of service as defined below and as follows:

- A. Less than one (1) year of service (0 working days).
- B. One (1) year of service but less than eight (8) years of service; eighty (80) working hours or ten (10) working days.
- C. Eight (8) years of service but less than fifteen (15) years of service: one hundred and twenty (120) working hours or fifteen (15) working days.
- D. Fifteen (15) years of service but less than twenty-five (25) years of service: one hundred and sixty (160) working hours or twenty (20) working days.
- E. Twenty-five (25) years or more of service: two hundred (200) working hours or twenty-five (25) working days.

Section 27.2

Annual vacation schedules shall be arranged at the discretion of the department head or the supervisor with the approval of the Superintendent. Normally, all vacations must be requested and approved on a form designated by the Superintendent ten (10) days in advance. Exceptions will be based on individual circumstances.

The ability of an employee to “carry forward” unused vacation time from any given year to subsequent years is established by the Board. Any such determinations will be published and posted and will remain policy until amended. Once established, the Board will provide sufficient notice of proposed modifications in order for employees to make appropriate scheduling determinations as to vacation leave.

The current policy of the Board requires that vacation leave be taken by the employee during the year in which it accrues and prior to the next recurrence of the anniversary date of employment. The current policy further allows, in special circumstances, an employee to accumulate and carry forward vacation leave to the following year. In no event, however, will vacation leave be carried forward for more than three years.

Any balances existing as a consequence of carry-forwards in excess of three years will be

cashed out at the employee's current rate of pay. Requests to maintain a balance beyond the current year, (i.e. carried forward balances of one to three years), must be submitted in writing to the employer and will be evaluated on a case by case basis as to one year carry-forward requests. For those employees who have accumulated excess hours but do not wish these hours "cashed out", vacation accounts will be frozen with no additional carry-forward of additional hours until such time as the account balances are consistent with Board policy. The Employee's utilization of these excess hours will be subject to the scheduling requirements and operational concerns.

It is the stated objective of the Board to have balances extending beyond one year to exist in only the most unusual of circumstances.

Section 27.3

Teachers shall not accrue vacation time.

Section 27.4

Part-time seasonal service (nine (9) month employee) is counted for the purpose of determining length of service, but an employee must be working on a part-time (twelve (12) month employee) permanent basis to actually earn vacation credit. Seasonal part-time (nine (9) month) employees (those working less than the standard number of hours in each pay period) are not entitled to vacation leave. However, if these employees subsequently become twelve (12) month employees, their part-time service will count in determining the total amount of service. If a part-time employee becomes a full-time employee, he will be entitled to vacation leave after completing one (1) year as a full-time employee. Part-time (twelve (12) month) permanent employees earn vacation based on the number of hours worked in a pay period.

Section 27.5

Paid holidays will not be charged to vacation leave regardless of the day of the week on which they occur.

Section 27.6

Vacation is computed in terms of years of service, each year being computed on the basis of twenty-six (26) biweekly pay periods. Vacation accrual for employees scheduled for less than seventy (70) hour pay periods will be adjusted accordingly.

ARTICLE 28
HOLIDAYS

Section 28.1

Twelve month employees shall be entitled to the following paid holidays:

New Years Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Wednesday before Thanksgiving
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Section 28.2

In the event any of the aforementioned holidays falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays falls on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 28.3

Any work performed by an employee on any one (1) of the days listed in Section 29.1 shall be paid for at the rate of one and one-half (1-1/2) the employee's straight-time rate in addition to the holiday earnings.

Section 28.4

Employees shall be paid for their standard hours of work at their straight time hourly rate for each of the holidays listed in Section 29.1 above when no work is performed of such holidays.

Section 28.5

All regular full-time twelve (12) months employees shall receive paid holidays throughout the year as long as they are on active pay status.

Section 28.6

Nine (9) month and part-time employees are paid for holidays during their working period, as long as they are on active pay status.

ARTICLE 29
TRANSPORTATION AND EXTRA TRIPS

Section 29.1

- A. Red Cross, C.P.R., Pre-Service School bus driver training, advanced driving and bus driver re-certification will be paid and employees will be paid their regular scheduled rate of pay for

the day, overnight accommodation, travel expenses and meals. Employees shall carpool unless other transportation is authorized by the Superintendent.

- B. Drivers shall be provided a suitable place to wash buses.
- C. The Board shall pay all costs associated with the mandated training and testing as defined in Ohio Pupil Transportation Operation and Safety Rules Chapter 3301-83 for School Bus Drivers.
- D. The Board shall pay all cost related to drug testing of employees holding a CDL. All time spent by a bus driver for drug testing shall be compensated at the driver's regular hourly rate of pay. Drivers who test positive shall be removed from driving duties until they can be returned to driving in accordance with Federal regulations.
- E. Traffic violation point accumulation is limited to a total of eight (8) points within a twenty-four (24) month period for bus drivers. An annual driver abstract from the Bureau of Motor Vehicles will be reviewed annually as established by the Board. Should the access to such abstract require the consent or assistance of a driver, the bus driver agrees to provide such consent or assistance as may be necessary for the Board to conduct its review. The Board's policy on driver point accumulation will, in no event, be less than that established by the State of Ohio.

Section 29.2 Extra Trips

- A. All drivers who drive an extracurricular activity trip or an additional trip shall be paid a flat rate of forty dollars (\$40.00) per trip. All trips requiring overnight stays shall be compensated at a flat rate of \$100.00 per night.
- B. Selection of driver for an extra trip shall be done in the following manner:
 - 1. Prior to the start of each school year, the regular bus drivers will be given an opportunity to be placed on a rotation list by seniority for the purpose of driving extra trips. There shall be two trip rosters, one for overnight trips and one for all other trips.
 - 2. When a trip becomes available, the driver at the top of the rotation list, on the appropriate trip roster, will be asked first. If he refuses the trip, then the next persons on the list will be asked. This procedure will be followed until a driver has accepted or until the list has been exhausted. The Superintendent then is free to secure a driver who is not on the list for the extra trip.
 - 3. When a driver has accepted or refused an extra trip then he is placed on the bottom of the list and is not contacted for another trip until all other drivers on the list have been given the opportunity to drive an extra trip.
 - 4. An attempt will be made to secure an eligible driver on the list for an extra trip by telephoning his residence twice. If after the second call no contact has been made with the

eligible driver, then that will be a refusal and the driver will be placed at the bottom of the list.

5. A driver must make a decision to accept or refuse an extra trip when first contacted and that decision is final.

ARTICLE 30 **TRAVEL EXPENSES**

Section 30.1

Travel out of Jackson County at the request of the Board must be cleared in advance with the employee's immediate supervisor. The appropriate form must be filled out and turned in to the Superintendent's office. Meal costs can be legitimately claimed on an expense account only in those cases when the employee is out of the county. A limit in charging meals is the Federal Per Diem rate. Meal costs can be legitimately claimed only when the employee is on Board-requested business and the travel schedule necessitates being out of the county before 8:00 a.m. and after 5:00 p.m. Hotel or motel expenses must be cleared through the Superintendent's office in advance. Receipts for authorized expenses or purchases must be maintained and submitted no later than the second working day upon returning to regular duties. A maximum of one hundred (\$100.00) dollars a day for lodging is permitted if on official County Board business.

Section 30.2

If the Board requires or requests an employee to use his personal vehicle, the Board shall reimburse the employee with a mileage allowance of no less than the current IRS mileage rate per mile.

ARTICLE 31 **SUPPLEMENTAL SALARIES**

Section 31.1

The Board will determine the need for supplemental contracts and negotiate them individually with the employees concerned.

ARTICLE 32 **INSURANCE**

Section 32.1

As additional compensation for those employees covered by this Agreement designated as full-time employees, the Employer will provide major medical insurance including prescription coverage through a medical insurance plan determined by the Employer. All such coverage will be subject to the provisions of this Article. The selection of the insurance carrier, the specifics of the policy or

policies along the terms, conditions of coverage, costs, deductibles and co-pays shall be determined by the Employer.

The Plan and other specifics of the plan provided will be comparable to that currently provided to bargaining unit members so long as the cost to the employer is comparable to that currently paid by the employer. Should either the costs or the coverage provided require adjustment in order to maintain comparability the parties agree to negotiate relative to those required adjustments. In this regard, the provisions of Chapter 4117 of the Revised Code shall apply. The Employer shall provide employees with a copy of the insurance policies and will provide thirty, (30), day advanced notice of any changes in the provisions of coverage provided or modifications to the employee costs associated with such coverage.

One-on-One Aides shall not be entitled to insurance benefits paid by the Board regardless of hours worked or duties performed.

Section 32.2

Employees who elect not to participate in the Board paid insurance plan shall receive one-thousand two hundred dollars, (\$1200.00), annually. Such payment shall be made in the year following the employee's discontinuing coverage and will be made on the one year anniversary date of the employee ceasing to be covered under the insurance provided.

Section 32.3

The Employer will be responsible for 100 % of the premiums for single coverage for any bargaining unit member selecting such coverage.

The Employer shall contribute an amount equal to that it would pay towards single coverage as its share for family coverage or for employee plus spouse coverage for any bargaining unit members selecting such coverage. Bargaining unit members shall be responsible for all deductibles and co-payments.

Section 32.4

The Board agrees to provide, at no cost to the employee, a twenty- thousand dollar (\$20,000) Life, Death and Dismemberment policy for bargaining unit employees.

ARTICLE 33 WAGES

Section 33.1 – Teacher Compensation

For the 2011-2012 School Year -- \$1500.00 increase in base compensation over that amount paid prior to the 2011-2012 period.

For the 2012-2013 School Year -- \$1500.00 increase in base compensation over that amount paid in the 2011-2012 period.

For the 2013-2014 School Year – Re-opened negotiations for Articles 33 and 34

[See Appendix to this Agreement for details on teacher wages]

Section 33.2 – Bargaining Unit Members other than Teachers

For the 2011-2012 School Year -- \$0.00 increase above the previously established 2.5% step increase

For the 2012-2013 School Year – a 1% increase in compensation in addition to the previously established 2.5% step increase for a total increase in this period of 3.5%

For the 2013-2014 School Year – Re-opened negotiations for Articles 33 and 34

[See Appendix to this Agreement for details on Bargaining Unit wages for members other than teachers]

Section 33.3 – Incentive Compensation

Employees who maintain perfect attendance for the prior year as measured from August 31st of the beginning year to September 1st of the following year shall receive \$400.00 in incentive compensation payable each year as a component of the payroll issued immediately after September 1st of the measuring year.

ARTICLE 34
DURATION

Section 34.1

This Agreement shall be effective as of September 1, 2011 and shall remain in full force and effect through August 31, 2014

Section 34.2

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 34.3

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the

unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Board and the Union and all prior agreements, practices and policies, either oral or written, are hereby canceled. Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement. The parties recognize and agree that this provision shall not operate as a bar to negotiations regarding unilateral changes, or proposed unilateral changes, in mandatory negotiable subjects as defined in ORC Chapter 4117.

ARTICLE 35
MAINTENANCE OF MEMBERSHIP

Section 35.1

- A. All employees in the Bargaining Unit covered by this Agreement who are members of OAPSE and all other employees who, at their option, become members of the Union at any time in the future, shall, for the duration of this Agreement, continue to be members of the Union. The Board shall not honor dues deductions Revocations from any employee except as provided herein.

- B. The authorization for payroll deductions of dues shall be continuous and shall be revocable only during the thirty (30) days prior to the expiration of this Agreement by giving written notice to the Union Treasurer with a copy to be submitted to the County Auditor.

ARTICLE 36
TUITION REIMBURSEMENT

Section 36.1

The Employer and the Union agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer will, as funds permit, make available to all employees the training it deems necessary for the performance of the employees presently assigned duties.

Section 36.2

Employees required by the Employer and/or authorized in writing to participate in job related training during normal working hours shall not suffer loss of wages or benefits.

Section 36.3

Subject to the availability of funds and the restrictions as follows, the Employer agrees that:

- A. Tuition reimbursement or payment will be on a first come, first served basis and will be only considered for job-related courses.
- B. Courses must be approved in advance by the Superintendent.
- C. The employee must submit a transcript or evidence that the course was taken and passed.
- D. Providing the above criteria are met, reimbursement or payment shall be made within thirty (30) days.
- E. In consideration of the above payments, Employees are expected to work for the Board for not less than five (5) years following the Employer's payment.

2011-2012 - Non-Teaching Compensation

Hours
Worked a

Year	1701	1701	1152	1458	1152	1336.5	1152	936	1701	2080	
Years of Service	%	Custodian	Registered Service Worker	Vehicle Operator 9 month	Vehicle Operator 12 month	Teacher/ Classroom Aide	Bus Aide	One on One Aide	One on One Aide (Preschool)	Habilitation Specialist	Custodian Maintenance
0	2.5%	\$13,097.70	\$13,918.92	\$8,870.40	\$11,780.64	\$10,323.42	\$10,291.05	\$8,870.40	\$7,207.20	\$15,171.48	\$18,720.00
1	2.5%	\$13,425.14	\$14,266.89	\$9,092.16	\$12,075.16	\$10,581.51	\$10,548.33	\$9,092.16	\$7,387.38	\$15,550.77	\$19,188.00
2	2.5%	\$13,760.77	\$14,623.57	\$9,319.46	\$12,377.03	\$10,846.04	\$10,812.03	\$9,319.46	\$7,572.06	\$15,939.54	\$19,667.70
3	2.5%	\$14,104.79	\$14,989.15	\$9,552.45	\$12,686.46	\$11,117.19	\$11,082.34	\$9,552.45	\$7,761.37	\$16,338.02	\$20,159.39
4	2.5%	\$14,457.41	\$15,363.88	\$9,791.26	\$13,003.62	\$11,395.12	\$11,359.39	\$9,791.26	\$7,955.40	\$16,746.48	\$20,663.38
5	2.5%	\$14,818.85	\$15,747.98	\$10,036.04	\$13,328.71	\$11,680.00	\$11,643.38	\$10,036.04	\$8,154.29	\$17,165.14	\$21,179.96
6	2.5%	\$15,189.32	\$16,141.68	\$10,286.94	\$13,661.93	\$11,972.00	\$11,934.46	\$10,286.94	\$8,358.14	\$17,594.27	\$21,709.46
7	2.5%	\$15,569.05	\$16,545.22	\$10,544.12	\$14,003.48	\$12,271.30	\$12,232.82	\$10,544.12	\$8,567.10	\$18,034.12	\$22,252.20
8	2.5%	\$15,958.28	\$16,958.85	\$10,807.72	\$14,353.57	\$12,578.08	\$12,538.65	\$10,807.72	\$8,781.27	\$18,484.98	\$22,808.50
9	2.5%	\$16,357.23	\$17,382.82	\$11,077.91	\$14,712.41	\$12,892.54	\$12,852.11	\$11,077.91	\$9,000.81	\$18,947.10	\$23,378.71
10	2.5%	\$16,766.16	\$17,817.39	\$11,354.86	\$15,080.22	\$13,214.85	\$13,173.41	\$11,354.86	\$9,225.83	\$19,420.78	\$23,963.18
11	2.5%	\$17,185.32	\$18,262.83	\$11,638.73	\$15,457.22	\$13,545.22	\$13,502.75	\$11,638.73	\$9,456.47	\$19,906.30	\$24,562.26
12	2.5%	\$17,614.95	\$18,719.40	\$11,929.70	\$15,843.65	\$13,883.85	\$13,840.32	\$11,929.70	\$9,692.88	\$20,403.95	\$25,176.32
13	2.5%	\$18,055.32	\$19,187.38	\$12,227.94	\$16,239.74	\$14,230.95	\$14,186.33	\$12,227.94	\$9,935.20	\$20,914.05	\$25,805.73
14	2.5%	\$18,506.71	\$19,667.07	\$12,533.64	\$16,645.74	\$14,586.72	\$14,540.98	\$12,533.64	\$10,183.58	\$21,436.90	\$26,450.87
15	2.5%	\$18,969.37	\$20,158.75	\$12,846.98	\$17,061.88	\$14,951.39	\$14,904.51	\$12,846.98	\$10,438.17	\$21,972.83	\$27,112.14
16	2.5%	\$19,443.61	\$20,662.71	\$13,168.16	\$17,488.43	\$15,325.18	\$15,277.12	\$13,168.16	\$10,699.13	\$22,522.15	\$27,789.95
17	2.5%	\$19,929.70	\$21,179.28	\$13,497.36	\$17,925.64	\$15,708.30	\$15,659.05	\$13,497.36	\$10,966.61	\$23,085.20	\$28,484.69
18	2.5%	\$20,427.94	\$21,708.76	\$13,834.80	\$18,373.78	\$16,101.01	\$16,050.53	\$13,834.80	\$11,240.77	\$23,662.33	\$29,196.81
19	2.5%	\$20,938.64	\$22,251.48	\$14,180.67	\$18,833.12	\$16,503.54	\$16,451.79	\$14,180.67	\$11,521.79	\$24,253.89	\$29,926.73
20	2.5%	\$21,462.11	\$22,807.77	\$14,535.18	\$19,303.95	\$16,916.13	\$16,863.08	\$14,535.18	\$11,809.84	\$24,860.24	\$30,674.90
21	2.5%	\$21,998.66	\$23,377.97	\$14,898.56	\$19,786.55	\$17,339.03	\$17,284.66	\$14,898.56	\$12,105.08	\$25,481.74	\$31,441.77
22	2.5%	\$22,548.63	\$23,962.41	\$15,271.03	\$20,281.21	\$17,772.50	\$17,716.78	\$15,271.03	\$12,407.71	\$26,118.79	\$32,227.82
23	2.5%	\$23,112.34	\$24,561.47	\$15,652.80	\$20,788.24	\$18,216.82	\$18,159.70	\$15,652.80	\$12,717.90	\$26,771.76	\$33,033.51
24	2.5%	\$23,690.15	\$25,175.51	\$16,044.12	\$21,307.95	\$18,672.24	\$18,613.69	\$16,044.12	\$13,035.85	\$27,441.05	\$33,859.35
25	2.5%	\$24,282.40	\$25,804.90	\$16,445.23	\$21,840.65	\$19,139.04	\$19,079.03	\$16,445.23	\$13,361.75	\$28,127.08	\$34,705.83
26	2.5%	\$24,889.46	\$26,450.02	\$16,856.36	\$22,386.66	\$19,617.52	\$19,556.01	\$16,856.36	\$13,695.79	\$28,830.25	\$35,573.48
27	2.5%	\$25,511.70	\$27,111.27	\$17,277.77	\$22,946.33	\$20,107.96	\$20,044.91	\$17,277.77	\$14,038.18	\$29,551.01	\$36,462.82
28	2.5%	\$26,149.49	\$27,789.05	\$17,709.71	\$23,519.99	\$20,610.66	\$20,546.03	\$17,709.71	\$14,389.14	\$30,289.78	\$37,374.39
29	2.5%	\$26,803.23	\$28,483.78	\$18,152.45	\$24,107.99	\$21,125.92	\$21,059.68	\$18,152.45	\$14,748.87	\$31,047.03	\$38,308.75
30	2.5%	\$27,473.31	\$29,195.88	\$18,606.26	\$24,710.69	\$21,654.07	\$21,586.17	\$18,606.26	\$15,117.59	\$31,823.20	\$39,266.47

2012-2013 Non-Teaching Compensation

Hours
Worked a

Year	1701	1152	1152	1152	1701	1336.5	1152	936	1701	2080
Years of Service	Custodian	Registered Service Worker	Vehicle Operator 9 month	Vehicle Operator 12 month	Teacher/ Classroom Aide	Bus Aide	One on One Aide	One on One Aide (Preschool)	Habilitation Specialist	Custodian Maintenance
0	\$13,228.68	\$14,058.11	\$8,959.10	\$11,898.45	\$10,426.65	\$10,393.96	\$8,959.10	\$7,279.27	\$15,323.19	18,907.20
1	\$13,559.39	\$14,409.56	\$9,183.08	\$12,195.91	\$10,687.32	\$10,653.81	\$9,183.08	\$7,461.25	\$15,706.27	19,379.88
2	\$13,898.38	\$14,769.80	\$9,412.66	\$12,500.81	\$10,954.50	\$10,920.15	\$9,412.66	\$7,647.79	\$16,098.93	19,864.38
3	\$14,245.84	\$15,139.05	\$9,647.98	\$12,813.33	\$11,228.37	\$11,193.16	\$9,647.98	\$7,838.98	\$16,501.40	20,360.99
4	\$14,601.98	\$15,517.52	\$9,889.17	\$13,133.66	\$11,509.08	\$11,472.99	\$9,889.17	\$8,034.95	\$16,913.94	20,870.01
5	\$14,967.03	\$15,905.46	\$10,136.40	\$13,462.00	\$11,796.80	\$11,759.81	\$10,136.40	\$8,235.83	\$17,336.79	21,391.76
6	\$15,341.21	\$16,303.10	\$10,389.81	\$13,798.55	\$12,091.72	\$12,053.81	\$10,389.81	\$8,441.72	\$17,770.21	21,926.56
7	\$15,724.74	\$16,710.67	\$10,649.56	\$14,143.51	\$12,394.02	\$12,355.15	\$10,649.56	\$8,652.77	\$18,214.46	22,474.72
8	\$16,117.86	\$17,128.44	\$10,915.80	\$14,497.10	\$12,703.87	\$12,664.03	\$10,915.80	\$8,869.09	\$18,669.82	23,036.59
9	\$16,520.80	\$17,556.65	\$11,188.69	\$14,859.53	\$13,021.46	\$12,980.63	\$11,188.69	\$9,090.81	\$19,136.57	23,612.50
10	\$16,933.82	\$17,995.57	\$11,468.41	\$15,231.02	\$13,347.00	\$13,305.15	\$11,468.41	\$9,318.08	\$19,614.98	24,202.81
11	\$17,357.17	\$18,445.46	\$11,755.12	\$15,611.79	\$13,680.67	\$13,637.78	\$11,755.12	\$9,551.04	\$20,105.36	24,807.88
12	\$17,791.10	\$18,906.59	\$12,049.00	\$16,002.09	\$14,022.69	\$13,978.72	\$12,049.00	\$9,789.81	\$20,607.99	25,428.08
13	\$18,235.88	\$19,379.26	\$12,350.22	\$16,402.14	\$14,373.26	\$14,328.19	\$12,350.22	\$10,034.56	\$21,123.19	26,063.78
14	\$18,691.77	\$19,863.74	\$12,658.98	\$16,812.19	\$14,732.59	\$14,686.39	\$12,658.98	\$10,285.42	\$21,651.27	26,715.38
15	\$19,159.07	\$20,360.33	\$12,975.45	\$17,232.50	\$15,100.90	\$15,053.55	\$12,975.45	\$10,542.56	\$22,192.55	27,383.26
16	\$19,638.05	\$20,869.34	\$13,299.84	\$17,663.31	\$15,478.43	\$15,429.89	\$13,299.84	\$10,806.12	\$22,747.37	28,067.84
17	\$20,129.00	\$21,391.08	\$13,632.34	\$18,104.89	\$15,865.39	\$15,815.64	\$13,632.34	\$11,076.27	\$23,316.05	28,769.54
18	\$20,632.22	\$21,925.85	\$13,973.14	\$18,557.52	\$16,262.02	\$16,211.03	\$13,973.14	\$11,353.18	\$23,898.95	29,488.78
19	\$21,148.03	\$22,474.00	\$14,322.47	\$19,021.45	\$16,668.57	\$16,616.31	\$14,322.47	\$11,637.01	\$24,496.43	30,226.00
20	\$21,676.73	\$23,035.85	\$14,680.54	\$19,496.99	\$17,085.29	\$17,031.71	\$14,680.54	\$11,927.93	\$25,108.84	30,981.65
21	\$22,218.65	\$23,611.75	\$15,047.55	\$19,984.41	\$17,512.42	\$17,457.51	\$15,047.55	\$12,226.13	\$25,736.56	31,756.19
22	\$22,774.11	\$24,202.04	\$15,423.74	\$20,484.02	\$17,950.23	\$17,893.95	\$15,423.74	\$12,531.79	\$26,379.97	32,550.09
23	\$23,343.46	\$24,807.09	\$15,809.33	\$20,996.13	\$18,398.99	\$18,341.29	\$15,809.33	\$12,845.08	\$27,039.47	33,363.85
24	\$23,927.05	\$25,427.27	\$16,204.56	\$21,521.03	\$18,858.96	\$18,799.83	\$16,204.56	\$13,166.21	\$27,715.46	34,197.94
25	\$24,525.23	\$26,062.95	\$16,609.68	\$22,059.05	\$19,330.43	\$19,269.82	\$16,609.68	\$13,495.36	\$28,408.35	35,052.89
26	\$25,138.36	\$26,714.52	\$17,024.92	\$22,610.53	\$19,813.69	\$19,751.57	\$17,024.92	\$13,832.75	\$29,118.56	35,929.21
27	\$25,766.82	\$27,382.39	\$17,450.54	\$23,175.79	\$20,309.04	\$20,245.36	\$17,450.54	\$14,178.57	\$29,846.52	36,827.44
28	\$26,410.99	\$28,066.94	\$17,886.81	\$23,755.19	\$20,816.76	\$20,751.49	\$17,886.81	\$14,533.03	\$30,592.68	37,748.13
29	\$27,071.26	\$28,768.62	\$18,333.98	\$24,349.07	\$21,337.18	\$21,270.28	\$18,333.98	\$14,896.36	\$31,357.50	38,691.83
30	\$27,748.04	\$29,487.83	\$18,792.33	\$24,957.80	\$21,870.61	\$21,802.03	\$18,792.33	\$15,268.76	\$32,141.44	39,659.13

2011-2012 Teacher's Compensation

<u>Step</u>	<u>%</u>	<u>Bachelor's</u>	<u>%</u>	<u>150 Hours</u>	<u>%</u>	<u>Master's</u>
0	1.000%	\$22,718.45	1.000%	\$25,021.36	1.000%	\$30,227.18
1	1.038%	\$23,581.75	1.081%	\$27,048.09	1.143%	\$34,549.67
2	1.076%	\$24,445.05	1.124%	\$28,124.01	1.191%	\$36,000.57
3	1.114%	\$25,308.35	1.167%	\$29,199.93	1.239%	\$37,451.48
4	1.152%	\$26,171.65	1.210%	\$30,275.85	1.287%	\$38,902.38
5	1.190%	\$27,034.96	1.253%	\$31,351.76	1.335%	\$40,353.29
6	1.228%	\$27,898.26	1.296%	\$32,427.68	1.383%	\$41,804.19
7	1.266%	\$28,761.56	1.339%	\$33,503.60	1.431%	\$43,255.09
8	1.304%	\$29,624.86	1.382%	\$34,579.52	1.479%	\$44,706.00
9	1.342%	\$30,488.16	1.425%	\$35,655.44	1.527%	\$46,156.90
10	1.380%	\$31,351.46	1.468%	\$36,731.36	1.575%	\$47,607.81
11	1.418%	\$32,214.76	1.511%	\$37,807.27	1.623%	\$49,058.71
12	1.456%	\$33,078.06	1.554%	\$38,883.19	1.671%	\$50,509.62
13	1.494%	\$33,941.36	1.597%	\$39,959.11	1.719%	\$51,960.52
14	1.532%	\$34,804.67	1.640%	\$41,035.03	1.767%	\$53,411.43
15	1.570%	\$35,667.97	1.683%	\$42,110.95	1.815%	\$54,862.33

2012-2013 Teacher's Compensation

<u>Step</u>	<u>%</u>	<u>Bachelor's</u>	<u>%</u>	<u>150 Hours</u>	<u>%</u>	<u>Master's</u>
0						
1	1.000%	\$24,218.45	1.000%	\$26,521.36	1.000%	\$31,727.18
2	1.038%	\$25,138.75	1.081%	\$28,669.59	1.143%	\$36,264.17
3	1.076%	\$26,059.05	1.124%	\$29,810.01	1.191%	\$37,787.07
4	1.114%	\$26,979.35	1.167%	\$30,950.43	1.239%	\$39,309.98
5	1.152%	\$27,899.65	1.210%	\$32,090.85	1.287%	\$40,832.88
6	1.190%	\$28,819.96	1.253%	\$33,231.26	1.335%	\$42,355.79
7	1.228%	\$29,740.26	1.296%	\$34,371.68	1.383%	\$43,878.69
8	1.266%	\$30,660.56	1.339%	\$35,512.10	1.431%	\$45,401.59
9	1.304%	\$31,580.86	1.382%	\$36,652.52	1.479%	\$46,924.50
10	1.342%	\$32,501.16	1.425%	\$37,792.94	1.527%	\$48,447.40
11	1.380%	\$33,421.46	1.468%	\$38,933.36	1.575%	\$49,970.31
12	1.418%	\$34,341.76	1.511%	\$40,073.77	1.623%	\$51,493.21
13	1.456%	\$35,262.06	1.554%	\$41,214.19	1.671%	\$53,016.12
14	1.494%	\$36,182.36	1.597%	\$42,354.61	1.719%	\$54,539.02
15	1.532%	\$37,102.67	1.640%	\$43,495.03	1.767%	\$56,061.93
	1.570%	\$38,022.97	1.683%	\$44,635.45	1.815%	\$57,584.83