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STATE EMPLOYMENT
RELATIONS BOARD

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NEGOTIATED AGREEMENT

between the

ALLEN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

and

LOCAL 1770/CHAPTER C/COUNCIL 8

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

February 1, 2012 – January 31, 2015

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PREAMBLE

This Agreement entered into by the Allen County Board of Developmental Disabilities, Allen County, Ohio, hereinafter referred to as "Board" or "Employer," and Local 1770, Chapter C, and Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the mutual satisfactory relationship between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; and the establishment of rates of pay, hours of work, and those other items mutually agreed upon.

ARTICLE 1 -- UNION RECOGNITION

- A. The Board recognizes AFSCME as the sole and exclusive representative of the employees of the Board, as hereinafter defined, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment. Except as hereinafter limited, the terms "employee" or "employees" as used herein shall apply to persons who are employed in the following classifications:

Bus Aide	Educational Aide
Bus Driver	Educational Aide/Bus Aide
Bus Driver/Community Placement Driver	Employment Coordinator
Cafeteria Worker	Employment Services Resource Coordinator
Community Based Specialist	Employment Specialist
Custodial Workers	Payroll Clerk
Day Services Assistant	Secretary
Day Services Assistant/Bus Aide	Secretary/Receptionist
Day Services Specialist	Shipping and Receiving
Driver	Vehicle Maintenance

- B. Except as hereinafter limited, the terms "employee" or "employees" as used herein shall exclude all other employees of the Board, including, but not limited to:

Administrative Assistants School	Medicaid Services Specialist
Adult Services Nurse	MUI Investigator Agent
Assistant Principal	Nursing Coordinator
Behavior Support Specialist	Production Scheduler
Billing Clerk/Fiscal Support	Quality Assurance Specialist/SSA
Cook	School Nurse
Director of Community Support Services	Secure Scan Coordinator
Director of Business	Service and Support Associate
Director of Education	Speech and Language Therapist
Early Intervention Specialist	SSA Manager
Employment Services Manager	SSA Supervisor
Habilitation Manager	Student Services Coordinator
HMG Family Support Specialist	Superintendent
HMG Service Coordinator	Transportation Director
HMG Service Coordinator Associate	VRP3 Coordinator
HMG Project Director	Part-time employees who work less than one-half (1/2) of the regularly scheduled hours of the employees regularly assigned to the classification.
Human Resource Director	Any and all other management-level, supervisory or confidential positions.
Industrial Accountant	Casual substitutes, whether classified as substitutes, temporary employees, intermittent employees are or excluded from the bargaining unit.
Industrial Systems Assistant	
Industrial Systems Manager	
Information Systems Technology Coordinator	
Intake/Support Services Coordinator	
Instructor	
Job Developer	
Maintenance Foreman	
Marketing Representative	

C. Fair Share Fee

1. All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.
2. The fair share amount shall be certified to the Employer by the Treasurer of the Local Union.
3. The deduction for the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.
4. Payment to the Union of fair share fees shall be made in accordance with the regular dues deducted as provided herein.
5. Any employee having a religious objection to paying the fair share fee shall be subject to an alternative contained in 4117.09(C) of the Ohio Revised Code.
6. The Union agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;
 - b. The Union shall reserve the right to designate counsel to represent and defend the Employer;
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding; (2) permit the Union or its affiliates to intervene as a party if it so desires; and or (3) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;
 - d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
7. The above fair share fee provision shall be an exclusive right of the Union not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Union.

D. Any petition for election or decertification of Union representation shall be in accordance with O.R.C. §4117.07.

E. The Board and the Union agree that membership in the Union shall not be compulsory. The Union agrees that neither it nor any of its officers or members will intimidate or coerce

employees with respect to becoming or remaining members of the Union. The Board agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Board or its representatives against any legal employee activity or employees acting in an official capacity on behalf of the Union.

- F. If the Board changes the title of or reclassifies a bargaining unit job, or creates a new job classification which the Union believes should be in the bargaining unit, the Board upon request of the Union shall discuss with the Union whether or not the job shall be included in the bargaining unit. If the parties do not agree on inclusion or exclusion of the job, the Union may file a written demand for arbitration with the Superintendent within ten (10) days of the discussion between the parties. The demand shall be arbitrated under the terms of the last Level of the grievance procedure. The arbitrator shall determine the inclusion or exclusion of the job from the unit based upon the definitions of O.R.C. §4117.01 and criteria of O.R.C. §4117.06.

ARTICLE 2 -- UNION SECURITY

- A. Bargaining rights agreed to in this Agreement shall be interpreted to mean that management, the Employer or any of its department division heads or supervisors, will make no change in wages, fringe benefits or other conditions covered by this Agreement which would affect the bargaining unit, without negotiations with the Union.
- B. The Employer agrees to deduct Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction forms must be presented to the Employer by the employee or an officer of the Local Union.
1. Upon receipt of the proper authorization, the Employer will deduct Union dues during the next authorized dues deduction period and each month thereafter until such authorization is revoked by a signed statement, signed and presented by the employee.
 2. The Employer, and/or County Auditor, agrees to furnish the Controller of the Union a warrant in the aggregate amount of the deduction.
- C. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of a deduction unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that Union dues will normally be made. Payroll deduction of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

ARTICLE 3 -- MANAGEMENT RIGHTS

Except as limited or modified by a specific or express term of this written Agreement, the Board retains and reserves for itself and the administration the right to:

- A. 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;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or terminate for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 4 -- EMPLOYMENT INFORMATION

Each month, if there is a change, the Employer will provide to the Union President a copy of the personnel action status sheet, showing name, job classification, department and indicating the date of action of bargaining unit employees who were hired, promoted permanently or temporarily transferred, suspended, terminated, resigned, left on or returned from leave of absence, etc., and a copy of the Board minutes for the prior month.

ARTICLE 5 -- PLEDGE AGAINST DISCRIMINATION

- A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin, job classification, political opinions or affiliation.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 6 -- HOURS OF WORK

- A. Standard Work Week
 - 1. The hours of work for members of the bargaining unit shall be according to their regularly scheduled "Standard Work Week" as indicated on their position description. If the Board determines that the "Standard Work Week" needs to be modified for effective program management, the Board may modify it after first discussing the modification with the Union.

2. Employees who work a majority of their hours between 4:00 p.m. and 5:00 a.m. shall receive an additional four percent (4%) pay; except if the assignment includes Saturday and/or Sunday, the employee(s) shall receive one and one-half (1-1/2) times his/her normal pay for those specific days.

B. Flexible Work Hours

1. Before the Board makes a final decision to treat a classification as having flexible work hours, the Superintendent or designee will first discuss the issue with the Union President. Employees with flexible work hours shall be controlled by the provisions of this Section (B):
 - a. Flexible work hours: The work week for these positions will be from Thursday through Wednesday. The scheduled hours of work shall be flexible due to the nature of the positions. Two (2) consecutive days (midnight to midnight) off per week will be scheduled unless the employee agrees to waive this. Employees required to work more than ten (10) hours per twenty-four (24) hour day (midnight to midnight) shall be paid at time and one-half (1-1/2) for any hours over the ten (10) hours. The supervisor shall submit the proposed schedule by 4:00 p.m. on the Tuesday prior to the beginning of the week and discuss it with the employee. If there is a safety concern, the employee must discuss it with their supervisor so that the schedule can be modified. The supervisor shall have final authority over the schedule. Insofar as is practical, employees shall be given twenty-four (24) hours' notice of changes in the scheduled hours of work. Changes in the schedule shall be communicated with the employee in a timely manner. Any change in the beginning time of the scheduled work time must be communicated to the employee verbally. If the employee is notified verbally of a schedule change, there shall also be written confirmation.
 - b. For classifications which contain both standard work week and flexible hour employees, the flexible hour employees shall receive an additional four percent (4%) pay.
 - c. Employment Specialists will be paid for scheduled hours which the Employer does not reschedule during that work week due to the following occurrences at community job sites: the trainee at the site being sent home early for any reason, trainee calling off or trainee failing to show up at a job site, and the Employment Specialist is not required to perform the job in the trainee's absence at the specific job site or a job at Board facilities. If the trainee is not present at a job site or is sent home early the Employment Specialist must immediately notify the supervisor. If the only rescheduling the Employer provides is on one or both of the two consecutive days off per week, the Employment Specialist may choose whether to work the rescheduled hours on such day(s) or not (without pay, if not).
 - d. If the total time (including travel) between assignments is less than thirty (30) minutes, it shall be paid.

2. This paragraph controls the circumstance where the employer changes a bus/educational aide position or bus/workshop assistant from a.m. to p.m. bus duties, or vice versa. The position changing from a.m. to p.m. or vice versa for bus duties will be posted and bid among the a.m. bus duty employees (if being shifted to p.m. bus duty) or among the p.m. bus duty employees (if being shifted to a.m. bus duty). The employer may limit the bidding to bus/educational aides or bus/workshop assistants to maintain an appropriate balance among the workforce of bus aides. If there is no bidder for the changed position among the bidding-eligible group, the least senior employee in that bidding-eligible group will be reassigned from a.m. to p.m. bus duties or vice versa. The Board will identify on the position description of each such employee their current assignment as a.m. or p.m. bus duty.
- C. The Employer shall provide a pop and candy-dispensing machine within Board-owned facilities, accessible to employees. The Employer shall also provide an employee break room in each building which will be available at all break times. Smoking will not be permitted in any building at any time.
- D. If the Employer changes the "Standard Work Week," the following procedures shall be used:
1. Employer shall canvas employees by seniority and classification -- giving those of greatest seniority first opportunity to either accept or reject the new assignment.
 2. If there is insufficient numbers of employees accepting the new assignment, the Employer shall assign the least senior employee(s).
 3. Unless otherwise agreed by Employer and affected employee(s), the Employer shall give at least five (5) work days' notice prior to the new assignment becoming effective.
 4. Any new assignment either voluntary or assigned as above shall in no way reduce the employee's regularly scheduled work week as of the signing of this Agreement, unless it is part of a Board-approved program reduction plan.
- E. Any twelve (12) month bargaining unit employee whose "Standard Work Week" is less than forty (40) hours, shall receive a prorated portion of vacation, holiday pay, workers' compensation, sick leave, and P.E.R.S.
- F. Lunch and Breaks

1. Lunches and break times shall be scheduled at reasonable times according to the following schedule:

<u># of Hrs. Worked</u>	<u>Amount of Break/Lunch Time</u>
0 - 4.0	Zero (0) minutes break/lunch
> 4 - < 6.5	Fifteen (15) minutes as scheduled by supervisor
6.5 - 8.0	Thirty (30) minutes as scheduled by supervisor
> 8.0 - 10.0	Forty-five (45) minutes as scheduled by supervisor

- > 10.0 - 12.0 Sixty (60) minutes as scheduled by supervisor
- > 12.0 Seventy-five (75) minutes as scheduled by supervisor

2. Any employee whose job description includes monitoring clients shall eat with their clients during lunch period.

ARTICLE 7 -- OVERTIME

A. Rate of Pay

All work performed in excess of the "Standard Work Week" shall constitute overtime work and shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay, but only to the extent the employee's work hours for the week exceed forty (40). Under no circumstances shall overtime be paid until the employee has worked at least his/her "Standard Work Week." Holidays, compensatory time, calamity, sick leave, personal leave, and vacation leave are not hours worked for purposes of calculating the forty (40) hours. No overtime, as described herein, shall be paid unless it has been authorized by the Employer.

B. Compensatory Time Off

An employee who works more hours than his or her standard work week may elect compensatory time in lieu of pay, at one and one-half times for the hours worked in a work week beyond forty (40) and at straight time for hours up to and including forty (40) hours in a work week. Such compensatory time shall be granted by his/her administrative supervisor at a time mutually convenient to the employee and the administrative supervisor by December 31 of each year. Unused comp time will be paid at the end of each year. This compensatory time off is in compliance with O.R.C. §124.18. However, flex time employees will be permitted to maintain a bank of up to ten (10) hours of compensatory time for one year after the overtime was worked. Any comp time earned by voluntarily working out of an employee's department may only be used during shutdown, provided the employee's position is affected by the shutdown. When an employee is mandated to work out of their department, they may then use/bank comp time within their regular classification.

- C. There shall be no pyramiding of overtime pay and other premium pay.

D. Distribution

1. Routine overtime work shall be distributed equally to employees working within the same or similar classification insofar as practical. When overtime is first offered, the most senior in the classification shall be offered the overtime. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours worked or refused to his credit at that time. This distribution of overtime shall start anew each January 1. When a new hire is added after January 1 of a year, the new hire will be charged with the average number of overtime hours per employee to date within the classification at the time of hire.

2. One time each year, each Department will provide an opportunity for employees to sign up for any known committee/activity for the coming year. (Adult Services – first two weeks of July, School and Transportation – last week of August through first week of September). All staff within the effected Department will be notified of the opportunity to serve as a member of committees/activities and will be notified of the potential to earn overtime. If more people request to serve on a committee/activity than are needed, employees shall be selected based on D(1), except that management may select individuals based on a particular skill that is required for that committee/activity. Once a person is on a committee/activity, they shall remain on the committee/activity until the event or activity is completed, provided their performance is acceptable and subject to reasonable limits established by management, regardless of the amount of overtime they accrue. New committees or activities which develop during the year will be awarded based on D(1) above if overtime is going to be offered.
3. Personnel occupying positions outside of the bargaining unit shall not be utilized to perform work normally performed by bargaining unit personnel, unless the director declares an emergency situation. Overtime work shall be voluntary, except for emergencies, and then the overtime will be required of the least senior employee in the classification with less than ten (10) years' seniority. There shall be no discrimination or coercion against any employee who declines to work voluntary overtime.

ARTICLE 8 -- CALL-IN PAY

- A. Any employee who is called in to work over his/her "standard work week", and who reports for work shall receive a minimum of three (3) hours' pay at his/her regular or overtime rate as applicable. This shall not apply to hours worked adjacent to the scheduled shift.
- B. Call-in pay for employees in Transportation is excluded and shall be covered in Article 29.

ARTICLE 9 -- CALAMITY DAYS

- A. When school and/or industry is closed or delayed due to weather or other emergencies, notification of the same shall be sent out and disseminated by local media. When there is a delay, employees will report to work at their regularly scheduled time unless notified otherwise. When the school or industries is closed, facility-based employees do not need to report unless they are instructed to report. Community-based employees are to check with their supervisor when facility-based programs are closed. If employees are told to not report for work, they shall receive their regular rate of pay for scheduled hours for any day that is waived as a calamity day by the Ohio Department of Education.
- B. Those employees whose duties require them to work during the closed period will receive their regular rate of pay for scheduled hours for any day that is waived as a calamity day by the Ohio Department of Education, plus additional pay, equal to their rate of pay for hours worked. This Section applies to employees only upon commencing their work duties, or bus routes, and does not apply if there is a delay.

C. Twelve Month Employees

If employees are told to not report for work on days that are not waived as calamity days by the Ohio Department of Education, twelve-month employees will have the option of using paid leave (vacation, personal days, or compensatory time) or taking the time off without pay. On calamity days, paid leave may be taken in whatever increments are needed. If the Department of Education subsequently waives additional days, the employee shall then have their leave time restored or be paid if they took leave without pay.

Nine Month Employees

Nine-month employees shall be required to make up the hours not worked during the Board scheduled calamity make-up days if they are not waived by the Department of Education. Pro-rated employees shall receive their regular paycheck on those days not waived by the Department of Education because they will then be making up those hours at a later date. Nine-month employees, who are not pro-rated, will not be paid for calamity days not waived by the Department of Education, unless the employee opts to use paid leave. When they make up those days, they will then be paid for working.

- D. When school and/or industry is dismissed early due to weather conditions or other emergencies it shall be up to the sole discretion of the Employer as to whether the employees shall remain for the conclusion of the work day or whether such employees shall be released early. If employees are sent home, they shall receive their regular pay for all hours regularly assigned to work.
- E. When the Superintendent or his/her designee determines that the program is delayed or closed early for calamity or other reasons, the bus drivers will be required to report at a time different than their regular starting time and complete their assigned routes.
- F. If notice of delay is not given by the Board to the local media by 6:30 a.m. and a driver or bus aide reports to work at the scheduled starting time and the bus routes are run that day, then the bus driver (and/or bus aide) will be paid from regular starting time through the completion of the morning run, and the time spent in delay status will be paid at regular rate of pay.
- G. If the State of Ohio enacts legislation changing how schools deal with delay or cancellation time, this Article shall become ineffective and the parties will renegotiate terms for this Article in Accordance with O.R.C. Chapter 4117.

ARTICLE 10 -- HOLIDAYS

- A. All nine (9) month employees of the bargaining unit shall be entitled to the following holidays:
 - 1. First day of January, New Year's Day
 - 2. Third Monday of January, Martin Luther King Day
 - 3. Third Monday of February, Presidents' Day
 - 4. Last Monday of May, Memorial Day
 - 5. First Monday of September, Labor Day
 - 6. The day after Thanksgiving

7. The day before Christmas
 8. Fourth Thursday of November, Thanksgiving Day
 9. Twenty-fifth day of December, Christmas Day
- B. All twelve (12) month employees of the bargaining unit shall be entitled to the following additional holiday: Fourth of July, Independence Day.
- C. Employees shall be entitled to their birthday as a paid holiday in the 15th, 20th, and 25th years of an employee's service with the Board. Birthday holidays must be requested in accordance with Article 12, Section I.
- D. If a holiday falls on a day the employee is not scheduled to work, *i.e.*, Saturday or Sunday, the day immediately preceding or succeeding the holiday shall be observed as the holiday. Any bargaining unit employee required to work on a holiday shall receive his/her regular rate of pay, plus time and one-half (1-1/2) for all hours worked.
- E. To be eligible for holiday pay, the employee must work his/her full shift on his/her scheduled work days immediately before and after the holiday, unless: (a) the employee is on approved vacation, personal leave, or comp time; (b) the employee is on jury duty; (c) the employee is sick and verified by a Doctor's statement; or (d) the Superintendent approves the exception.

ARTICLE 11 -- PERSONAL LEAVE POLICY

- A. Each employee shall be entitled to three (3) paid personal leave days during the course of any year, without reason, subject to the condition that said employee must give notice to the administration at least twenty-four (24) hours prior to the use thereof except in emergency situations where twenty-four (24) hours' notice cannot practically be given.
- B. Personal leave may be denied or withdrawn when the immediate supervisor deems it necessary for operational reasons; provided, however, that approval of personal leave shall not be denied or withdrawn unreasonably, arbitrarily, or capriciously. Personal leave days are generally not cumulative from one year to the next (July 1 to June 30). If an employee has been denied in writing the opportunity to take a personal leave day during the year, the employee shall have the option of receiving payment for the remaining personal leave day(s) or carrying the day(s) over into the next year. An employee may not carry over personal leave days for more than one year. In addition, in the second pay of July of each year, the Board shall buy up to one (1) day of unused personal leave from the previous year (July 1 through June 30), at the per diem rate in effect in July of the current year for that employee. (For example, in the second pay of July 2012, the Board shall buy up to one (1) day of unused personal leave from the period July 1, 2011 through June 30, 2012 at the per diem rate in effect in July 2012 for that employee). All denials shall be given in writing (email is sufficient).
- C. Newly hired employees prior to January 1, get three (3) days during that program year. Those hired after January 1 will receive one (1) day that program year (July 1- June 30).

ARTICLE 12 -- VACATION

- A. Each twelve (12) month employee of the bargaining unit, after completion of one (1) year of seniority, is entitled during each year thereafter to two (2) calendar weeks, excluding legal holidays, of vacation leave with full pay. Employees having eight (8) or more years of seniority are entitled, during each year thereafter, to three (3) calendar weeks of vacation with full pay. Employees having fifteen (15) or more years of seniority are entitled, during each year thereafter, to four (4) calendar weeks of vacation leave with full pay. Employees with twenty-five (25) or more years of seniority are entitled, during each year thereafter; to five (5) calendar weeks of vacation leave with full pay. Such vacation shall accrue to the employee upon each successive annual recurrence of the anniversary date of his/her employment.
- B. Any twelve (12) month bargaining unit employee whose "Standard Work Week" is less than forty (40) hours shall receive a pro-rated portion of vacation pay.
- C. Days specified as holidays shall not be charged to an employee's vacation leave.
- D. Vacation leave should be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of his/her employment. No vacation leave shall be carried over for more than three (3) years.
- E. Vacation credit shall be based only on continuous service as a regular employee of the Board.
- F. No employee shall be paid for accrued or prorated vacation leave if: (1) the employee was terminated for cause; or (2) in the case of resignation, the employee failed to give at least fourteen (14) calendar days' written notice.
- G. An employee is entitled to compensation, at his/her current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his/her credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his/her credit.
- H. If more than the permissible amount of employees desire the same time off, the most senior employees shall be given first choice.
- I. The Board will approve an Adult Services calendar in January. Vacation requests must be submitted by March 1 each year and will be posted by the Employer by March 15. After March 15 of each year, employees may be permitted to change their vacation schedule provided it does not conflict with anyone already on the schedule. If an employee does not desire to schedule his/her vacation by March 1, he/she must also schedule his/her vacation so as not to conflict with the already posted positions. The employee shall receive a copy of the approved or disapproved leave form back within two (2) business days following: (a) the March 15 posting date; or (b) the date of submission of the request form after the March 1 deadline.
- J. When the Board has chosen via the Board-adopted program calendar to close a program area during a "Standard Work Week," employees in the affected program area shall have the choice of taking vacation time, personal time, or leave without pay. Provided, however, that the employee may be required to work during a program shutdown based on operational needs. In

such event, the employer shall attempt to minimize the number of employees affected and shall first attempt to fill needs through volunteers and then by seniority, with least senior employees required to come in before more senior employees.

- K. An employee may use any or all vacation leave to his/her credit as long as the vacation absence is in one or more whole hours. The employer must be notified at least twenty-four (24) hours prior to the employee taking the one hour unit, unless approved with less than 24-hour notice in the supervisor's sole discretion. Transportation employees may take vacation leave in increments of one (1) run.

ARTICLE 13 -- GRIEVANCE PROCEDURE

A. Basic Objective

The objective of this procedure is to secure at the lowest possible administrative level, in the shortest time, equitable solutions to grievances. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly after the event giving rise to the grievance.

B. Definitions

1. A "grievance" is a claim by a member(s) of the bargaining unit that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. An "aggrieved person" is the person or persons making the claim. The term "days" when used in this document shall mean working days unless otherwise indicated. Thus, weekend and vacation days are excluded. Illness or other physical incapacity will extend the grievance procedure. Every effort shall be made to adhere to the time limits as specified, but if either party cannot, they should seek an extension in writing.
3. The term "immediate supervisor" shall be defined as the lowest level proper administrative authority who has the authority to make a decision resolving the grievance. The Union may file a written grievance at Level Four within five (5) working days after the occurrence of the alleged grievance if the Union believes that no one below the Superintendent or designee has authority to provide a remedy. If the Superintendent or designee believes the grievance could be resolved at a lower level, he/she shall delegate the grievance to the appropriate level in lieu of responding to the grievance, without prejudice to the Union.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and every effort should be made to expedite the process. Failure to initiate the informal procedure or to appeal from one (1) step to another in a timely manner constitutes a waiver of the grievance. The time limits specified may, however, be extended by mutual agreement in writing. Timelines will be extended to accommodate the vacation of the grievant or appropriate administrator at a particular level of the procedure. The aggrieved must notify the appropriate administrative parties at the arrived

level of his/her vacation dates, so that the grievance may be resumed after his/her vacation has terminated.

D. Right to Union Representation

The aggrieved person shall have the right to be accompanied by and receive assistance by a representative of the Union and its affiliates or counsel of the aggrieved person at any stage of the grievance procedure.

E. Union Release Time

1. Providing the operational needs permit and upon prior approval of the appropriate supervisor, the building representative shall be granted release time without loss of pay to attend Level One grievance hearings. The President or Grievance Chairperson shall be granted release time without loss of pay to attend Levels Two, Three, and Four grievance hearings. All such hearings shall be held during the employee's normal work day.
2. The President or the Grievance Chairperson shall be granted release time with pay to investigate and file grievances during the normal work day, provided prior approval has been granted by the appropriate supervisor. Approval will not be unreasonably denied.
3. The aggrieved person or at least one (1) member of the affected group must be present at formal levels of this procedure.

F. Level One - Informal Procedure

An employee with a grievance shall first discuss the grievance with his/her immediate supervisor, with the objective of resolving the matter informally. The employee must specify to his/her immediate supervisor the language of this Agreement claimed to be involved. Informal procedures must be initiated within five (5) working days after the occurrence of the alleged grievance or within five (5) working days after the employee reasonably should have known of the occurrence of the alleged grievance. The same deadline will apply to grievances filed at Level Four initially.

G. Level Two - Formal Procedure

If the aggrieved person(s) is not satisfied with the outcome of the informal procedure, no later than five (5) working days after the informal discussion at Level One giving rise to the grievance, the Union must submit to the aggrieved employee's immediate supervisor a completed and signed grievance identifying the specific contract language allegedly violated, upon such forms as are designated and provided by the parties. In all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate: One (1) for the aggrieved; one (1) for the administration; and one (1) for the Union. Within five (5) days of the filing with the immediate supervisor, a hearing shall be arranged between the aggrieved, the Union and the immediate supervisor. A decision shall be rendered in writing within five (5) days after the hearing. After the grievance is filed at Level Two, the contract language allegedly violated or the remedy sought may not be modified.

H. Level Three

In the event the Union is not satisfied with the disposition at Level Two, or no decision has been rendered within five (5) days after the Level Two hearing, the Union may inaugurate Level Three proceedings within five (5) days of the Level Two decision, by filing an appeal with the next higher supervisory authority.

I. Level Four

In the event the Union is not satisfied with the disposition at Level Three, or no decision has been rendered within five (5) days after the Level Three hearing, the Union may inaugurate Level Four within five (5) days of the Level Three decision by filing an appeal with the Superintendent or designee.

J. Level Five

In the event the Union is not satisfied with the disposition at Level Four, or no decision has been rendered within five (5) days after the Union's filing of an appeal to Level Four, the Union within five (5) days of the disposition or failure to render a disposition at Level Four may file with the Superintendent a written request for Grievance Mediation. The parties shall hold the mediation meeting as soon as the FMCS mediator can be scheduled.

K. Level Six

Should any grievance remain unsettled after exhausting the aforesaid procedure, the Union may demand arbitration within ten (10) days after failing to settle the Grievance as outlined in Level Five. Within ten (10) days after arbitration is invoked, the Union and the Board shall jointly petition the American Arbitration Association, or other mutually agreeable organization, and request a list of qualified arbitrators. The parties shall select a single arbitrator within ten (10) days after receiving the list to serve as the arbitrator, by alternately striking one (1) name from the list until only a single name remains. Either party shall have the right to reject a list and request another.

1. The award of the arbitrator shall be reduced to writing. The arbitrator shall not be empowered to rule contrary to, to amend, to add to, to modify, to change, or to eliminate any of the provisions of this Agreement in arriving at its award. The arbitrator shall expressly confine itself to the precise issue submitted for arbitration and shall have no authority to make an award on any other issue not submitted to the Board.
2. The decision of the arbitrator shall be final and binding and shall, as circumstances permit, be implemented within fifteen (15) calendar days after the award has been delivered.
3. The cost for the services of the arbitrator shall be divided between the parties, the loser pays no more than two-thirds (2/3) the cost and the winner pays no less than one-third (1/3) of the cost. If the arbitration decision is of mutual importance to both parties, the arbitrator shall divide the cost as part of the award.

L. Miscellaneous

1. The Union will be the exclusive representative of an aggrieved employee at Levels Two through Five. The employee may proceed with Level One individually or with Union representation, at his/her option.
2. The procedures contained in this Article 13 constitute the sole and exclusive method of redressing grievances, including disputes over employee suspensions, demotions and terminations, arising during the life of this Agreement and any extensions thereof. Neither the Union nor an employee may file or continue to maintain a grievance if the dispute is also the subject of a charge or complaint filed with an administrative agency, including the EEOC, OCRC, and SERB. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Board's representative shall be final and binding upon the grievant, the Union, and the Board.
3. The temporary absence of the aggrieved person, or the appropriate supervisor or management-level employee shall toll the running of the days during the absence of such person, but in no case for more than five (5) additional days.
4. A grievance may be withdrawn at any level without prejudice and without record, but will be considered resolved.
5. Copies of all written decisions of grievances shall be sent to all parties involved: the Union President, the aggrieved and the appropriate administrator.
6. Forms for processing grievances shall be made available through all administrative offices in each building, and designated officials of the Union.
7. All documents, communications, and records dealing with the processing of a grievance, if retained, will be filed separately from the personnel files of the participants and shall be treated as confidential material.
8. No reprisals shall be taken against any party because of their involvement in the use of this Grievance Procedure.

ARTICLE 14 -- UNION REPRESENTATION

- A. International Union or Council representatives will be recognized by the Employer as Union representatives and shall be permitted access to the Employer's premises. At the pre-disciplinary stage of an employee discipline matter, the Union representative shall be accompanied by a member of the administration whenever a community job site Employer or the Employer's employees are questioned regarding the disciplinary matter.

B. Stewards

1. The Union must submit in writing the names of stewards to the Employer or his/her designated representative. Changes in stewards will be treated in the same manner. No steward shall be permitted to function as such until the Employer has been presented with written notice of the steward by the Local Union.
2. The Union shall provide to the Employer or his/her designated representative an official roster of its officers and representatives which is to be kept current at all times and to include the following:
 - a. Name
 - b. Address
 - c. Home telephone number
 - d. Division
 - e. Immediate supervisor
 - f. Union office held

C. The Employer shall recognize one (1) steward at Marimor School, one (1) steward at Marimor Industries Ada Rd., one (1) steward at Marimor Industries Collett St., and one (1) steward for the Transportation Department.

D. Union stewards shall confine their activities to the area they were elected to serve and shall operate in accordance with this Article and all of its Sections and Subsections.

E. The Employer agrees that up to one (1) hour per election shall be authorized for the purpose of conducting Union steward elections on the Employer's premises. These steward elections are to be held during uncompensated periods, i.e., before the start of the shift, during lunch breaks, or following the completion of the shift.

F. The Chapter Chairperson and Vice Chairperson shall operate in accordance with the provisions of this Article and all of its Sections and Subsections, except that the Chapter Chairperson and Vice Chairperson may function as a Union representative and may conduct Union activities in all areas of the bargaining unit.

G. Union Business

1. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union stewards and representatives shall be allowed to:
 - a. Attend negotiating meetings with management.
 - b. Transmit communications, authorized by the Local Union or its officers, to the Employer or his/her representatives.
 - c. Consult with the Employer or his/her representatives concerning the enforcement of any provision of this Agreement.
 - d. The Employer agrees that the Union representatives may post notices on bulletin boards, distribute Union literature and solicit Union membership in work areas

before the start of and at the completion of the day's work, and during lunch or break time.

- e. Investigate and process grievances.
2. Rules governing activity by Union representatives during their scheduled work hours are as follows:
- a. Each Union representative must obtain, in advance, authorization of his/her immediate supervisor before beginning Union activities.
 - b. Each Union representative shall identify the reason for the request at the time Union activity is requested.
 - c. No Union representative shall conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
 - d. Every Union representative shall cease their Union activities immediately upon the reasonable order of the supervisor of the area in which the Union activity is being conducted or upon the reasonable order of that Union representative's immediate supervisor.
 - e. No Union representative shall be permitted time off the job for unauthorized Union activities.
 - f. Use of the above privileges shall be limited to reasonable frequency and duration.
- H. The Employer shall provide bulletin boards, approximately three (3) feet by four (4) feet, for the Union in each department. The Union shall post meeting notices, bulletins, legislative reports, committee reports and other pertinent information relative to authorized Union activities on such boards.
- I. In the interest of sound labor-management relations, unless mutually agreed otherwise, the Employer or his/her designee and other members of management shall meet with designated representatives of the Union to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer.
- 1. A monthly meeting, if requested, shall be held at a time mutually agreed upon.
 - 2. The purpose of the labor-management meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties and help to build and maintain a climate of mutual understanding and respect in the solution of common problems.

ARTICLE 15 -- DISCIPLINARY PROCEDURES

- A. Violations of regulations, policies or procedures may be just cause for disciplinary action.
- B. Disciplinary action may be imposed upon an employee only for failure to fulfill his responsibilities as an employee.
- C. Discipline normally shall be progressive in nature and include verbal warning, written reprimand, short suspension (three (3) days or less), and long suspension (four (4) days or more), before termination from employment.
- D. Just Cause
 - 1. Non-probationary employees may be terminated for just cause.
 - 2. Progressive discipline shall take into account the nature of the violation, the employee's records of discipline, the employee's record of performance and conduct as outlined in Section C of this Article.
- E. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave for three (3) or more successive days, or any other failure of good behavior or any other acts of misfeasance, malfeasance, or nonfeasance in office shall be cause for disciplinary action.
- F. "Disciplinary meeting" is any meeting which affects any employee where a written or possible sanction may be taken. Verbal warning may not be conducted or given by the Employer without the employee being notified of their right to Union representation. A record of verbal warning shall be kept by the Employer, signed by the employee, and retained in the employee's personnel file.
- G. If the supervisor or other representatives of the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before any other employees or the public.
- H. When a verbal warning has not produced the desired improvement in the employee's conduct, the supervisor may issue a written reprimand. However, no discipline of record shall be given to any employee until the employee has received a written notice of a disciplinary meeting with the alleged charges contained therein and been given the opportunity for a hearing by the Employer with, if the employee so desires, a steward and/or other Union officials present. Any disciplinary action forthcoming without following this procedure shall be voided and withdrawn from the employee's records.
- I. Disciplinary action may be appealed through the grievance procedure. The employee must initiate Level One (Informal Procedure) of the Grievance Procedure within five (5) working days after his or her receipt of written notice of the discipline being imposed.
- J. The Employer shall not impose discipline for any offense unless such discipline is imposed within ten (10) working days following the time the Employer becomes aware of the alleged

offense. This deadline will be extended one working day for each full work day on which the Superintendent or designee, Director of Education, Adult Services Director, Business Manager, or immediate supervisor is absent, or the employee to be disciplined is absent. Timelines for imposing discipline may be extended by mutual agreement. If the Employer has not completed its investigation within ten (10) working days, it will notify the employee and Union President. In such case, the discipline must be imposed within twenty (20) working days of the Employer's awareness.

ARTICLE 16 -- EMPLOYEE PERSONNEL FILES

- A. Each employee, with his/her Union steward, if he/she so desires, may inspect his/her personnel file maintained by the Employer or anyone representing the Employer. An employee shall receive a copy of a "job-related offense" before it is placed in his/her personnel file. If any bargaining unit employee disputes the accuracy or completeness of personnel information pertaining to him/her, he/she shall be permitted to include in his/her file, a statement of his/her position on the disputed information or a notation that he/she protests the accuracy or completeness of the information.
- B. Materials placed in the employee's file must be identified and dated in such a manner that the author and the person placing the material in the file are known. Any material in the employee's personnel record which has not been signed by him/her, and a copy given to him/her, will not be used against him/her. The signing of any materials to be placed into an employee's personnel record, will not indicate an agreement by the employee as to the contents of the material, but does acknowledge he/she has seen it.
- C. Refusal to sign a document to acknowledge that the employee has seen it shall be reason to subject the employee to discipline, including suspension.
- D. Verbal warnings and written reprimands will cease to have any force and effect twelve (12) months after the effective date of the reprimand. A record of an employee receiving a sustained suspension shall remain in the file for thirty-six (36) months. However, prior discipline outside those timeframes can be considered in discipline for repetitive or same/similar conduct or in cases of safety or health involving students, clients, or fellow employees. Nothing in this paragraph (D) limits or prevents the Board from maintaining any records required by law.

ARTICLE 17 -- TERMINATION OF EMPLOYEES

A. Probation

Each newly hired regular employee shall serve a probationary period of one hundred eighty (180) actual work days. A probationary employee may be suspended or terminated by the Superintendent at any time during the probationary period. The Superintendent, shall send a copy of the order suspending or terminating the employee to the Union President. Neither a probationary employee nor the Union may file a grievance or appeal to the State Personnel Board of Review concerning his or her suspension or termination during the probationary period.

B. Probation Upon Change of Position

An employee who is awarded a change of position shall have a probationary period of one hundred twenty (120) actual work days in such position. During the last sixty (60) work days of such period the Superintendent or designee, may return the employee to his or her prior position at his or her prior rate of pay for a performance reason(s) which is not arbitrary or capricious, and any reassignments or appointments made because of such promotion shall be reversed (and any new hire treated as a probationary termination). The Superintendent or designee, shall give the employee and Union President written notice of his intention to demote the employee from the promotional position during probation, and give the employee (with Union representation) an opportunity to challenge or otherwise explain his or her position. The Union may file a grievance concerning such demotion.

C. Suspension/Termination of Non-Probationary Employees

A non-probationary employee may be suspended or terminated by the Superintendent or designee for the causes set forth in O.R.C. §124.34. Before suspending or terminating the employee, the Superintendent shall provide the employee and Union President with a copy of a written notice of intended action, which shall include the reasons for the intended action. The Superintendent or designee shall provide the employee an opportunity (with Union representation) to challenge the intended action or otherwise to explain his/her conduct. If the Superintendent or designee then determines to suspend or terminate the employee, he/she shall provide the employee and Union President with a copy of the order of suspension or termination. The Union may file a grievance concerning the suspension or termination at the Superintendent's or designee's level within five (5) work days of the Union President's receipt of the order. Neither the employee nor Union may appeal the suspension or termination to the State Personnel Board of Review.

ARTICLE 18 -- SICK LEAVE

A. Accumulation

1. Employees covered by this Agreement shall earn and accumulate paid sick leave at the rate of 4.6 hours of paid sick leave for each eighty (80) hours of service in active pay status, including paid holidays, vacations, overtime and sick leave.
2. Unused sick leave shall be cumulative without limit.
3. The previously accumulated sick leave of an employee who has been separated from public service to a County Board of DD shall be placed to his/her credit upon his/her reemployment in the public service provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

B. Use of Sick Leave

1. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and

for injury or illness of an employee's minor child, or for serious illness or injury, or death in the employee's immediate family.

2. Definition of "immediate family" means employee's spouse, grandparents, mother, father, child, grandchild, brother, sister, mother-in-law and father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian or other person who stands in the place of parent (loco parentis) and in addition such other person who because of close relationship to such employee, shall be determined by the Superintendent or designee to be the equivalent to members of the employee's immediate family.
3. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. An employee shall be permitted to take a portion of a sick day for medical, dental or optical examination which cannot be scheduled during non-working hours. Sick leave used shall be charged in minimum units of one-quarter (1/4) hour. If professional medical attention is required by the employee or member of the employee's immediate family, a certificate, from a physician stating the nature of the condition may be required to justify the use of sick leave. Employees must notify their immediate supervisor at least one (1) hour prior to the start of their scheduled shift starting time to use sick leave.

C. Abuse

An employee who fails to comply with this Article shall not be allowed to use sick leave for time absent from work under such noncompliance. Falsification of either the signed statement or a physician's certificate or an application for use of sick leave shall be grounds for disciplinary action which may include termination. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. In the event of suspected sick leave abuse as determined by the Superintendent, the Superintendent may require evidence as to the adequacy of the reason(s) for an employee's absence during the time for which sick leave is requested. Sick leave abuse may be indicated by any or all of the following:

1. Excessive use of sick leave within a twelve (12) month period which has not been substantiated by a physician's or other licensed health care provider's statement.
2. Use of sick leave soon after it has accrued.
3. Repeated use of sick leave on the same day of the week.
4. Repeated use of sick leave on the day(s) before and/or after regularly scheduled days off or holidays.
5. Falsification or misrepresentation of the reason(s) for an employee's absence.
6. Low sick leave balances in relation to an employee's length of service.
7. Being in unpaid status.

D. Cash Payment for Sick Leave Credit

All employees covered by this Agreement shall at the time of their retirement receive one-fourth (1/4) of their accumulated sick leave up to 200 days as severance pay up to a maximum payment of fifty (50) days.

E. Sick Leave Incentive

If an employee has not used any sick leave for the quarter, the employee shall earn one day's pay at the rate in effect the last day of that quarter. Quarters shall run September through November, December through February, March through May, and June through August. Nine-month employees shall not be eligible for this incentive during the summer quarter. Payment will be made during the month following the end of the quarter. The use of sick leave for FMLA, donated sick leave or death in the employee's immediate family shall not affect the employee's eligibility for a sick leave incentive.

ARTICLE 19 – FUNERAL LEAVE

An employee may take his/her scheduled works days within the five (5) calendar days following the date of death of an employee's spouse, parent or child as paid funeral leave. If additional days are needed, the employee may use sick leave. Use of funeral leave or sick leave for a death in the family has no effect on sick leave incentive.

ARTICLE 20 -- JURY OR WITNESS DUTY

- A. Employees shall be granted court leave with full pay only for the time required at court and reasonable travel time when they are summoned for jury duty by a court of competent jurisdiction, or subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee or Union is not a party to the action.
- B. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the Board.
- C. Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time, personal leave, comp leave, or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, appearing as directed as parent or guardian of juveniles, or a person adjudicated incompetent.

ARTICLE 21 -- LEAVES FOR UNION OFFICIAL OR UNION DELEGATES

- A. The Employer shall grant a total of twenty (20) days of leave of absence for the bargaining unit with pay, for each calendar year for the bargaining unit. These absences shall be used to attend training sessions, safety seminars, legislative conferences, and state and national conventions sponsored by the Union.
- B. The Local Union agrees to give ten (10) days' advance notice in writing when possible, and to provide payment for other cost incurred by the employee's attendance at these training sessions.
- C. Leaves of absence for Union officials or delegates shall not be accumulative from year to year.

- D. The Union agrees to cooperate with the Employer to minimize the impact on the work force.

ARTICLE 22 -- LEAVE WITHOUT PAY

A. Length of Leave

1. The Superintendent or designee may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such leave may not be renewed or extended beyond six (6) months.
2. Leaves may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to service by improved performance at any level; or for voluntary service in any governmentally sponsored program of public betterment.

B. Authorization for Leave

1. The authorization of a leave of absence without pay may be granted by the Superintendent or designee.
2. A leave of absence will be requested and authorized on a form designated by the appointing authority. The granting of any leave of absence is subject to approval by the Superintendent or designee.
3. A leave of absence without pay may be granted for other valid reasons, by mutual consent between the Employer and the Union.

- C. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave shall be a temporary assignment and will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies.

- D. Upon two (2) weeks' written notice to the Superintendent or designee, an employee on a non-medical or non-disability leave may return to work before the scheduled expiration of his/her leave.

- E. The Employer agrees that the Union may file grievances as provided for in this Agreement with respect to the reasonable application of the Sections of this Article.

F. Unpaid Disability Leave

This Section (F) sets forth the procedure for unpaid disability leaves of absence, including those requested by employee(s) and those imposed by the Superintendent or designee. This Section (F) supersedes and replaces all provisions of the Ohio Revised Code and the Ohio Administrative Code on this subject.

1. The Superintendent or designee may grant an employee an unpaid disability leave due to a disabling illness, injury or condition for up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. If the employee is unable to return to active work status within the six (6) month period of his/her leave due to the same disabling illness, injury or condition, the employee will be given a disability separation. The employee shall have reinstatement rights after such a disability separation for the lesser of the employee's uninterrupted paid service with the Board or three (3) years from the date that the employee was no longer in paid status.
2. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a disability leave 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 Superintendent or designee, the Board will bear the cost of the examination.
3. An employee may return to work from an unpaid disability leave of absence at the end of the leave, or earlier upon two (2) weeks' written notice to the Superintendent or designee and, in either case: (1) a written certificate from the employee's physician satisfactory to the Superintendent or designee as to the employee's ability to return to his/her usual duties; or (2) the examination report of a physician designated by the Superintendent or designee and paid for by the Board that the employee is capable of performing the substantial and material duties of his/her position or to perform duties of a position for which the employee is reasonably suited to perform based on the employee's education, training, or experience. The Superintendent or designee will give the examining physician facts relating to the perceived disabling illness, injury, or condition. Additional information may include the requirements of the employee's position; duty statement; job classification specifications; and position descriptions. The Board will use its best efforts to have the examination report within two (2) weeks of the employee's request. If the examination report disagrees with the employee's doctor's opinion as to the employee's ability to return to work, the parties shall obtain the opinion of a third doctor, which shall control. The third doctor will be selected by the mutual agreement of the two (2) doctors or the parties.
4. Reinstatement rights from a disability separation shall be governed as follows:
 - a. An employee may make a written request to the Superintendent for reinstatement from a disability separation. The employee's request shall be accompanied by substantial, credible medical evidence that the employee is once again capable of performing the essential portions of the employee's job duties, and shall be made not more than once every three months and no later than the length of the employee's reinstatement rights as defined in F (1).
 - b. When a disability separated employee presents to the Superintendent substantial, credible medical evidence which states that the employee is once again capable of performing the essential job duties of the employee's assigned position, the

Superintendent shall either reinstate the employee or require the employee to submit to a medical or psychological examination.

- c. The Superintendent shall reinstate the employee after receiving the results of that examination if the Superintendent determines that the employee is once again capable of performing the essential job duties of the employee's assigned position.
- d. The Superintendent shall institute pre-reinstatement proceedings if the Superintendent has received the results of the examination and initially determines that the employee remains incapable of performing the essential job duties of the employee's assigned position. Under those proceedings, a hearing shall be scheduled and advance notice of at least seventy-two hours shall be provided to the employee. If the employee does not waive the right to that hearing, then at the hearing the employee has a right to examine the Superintendent's evidence of continuing disability, to rebut that evidence, and to present testimony and evidence on the employee's own behalf.
- e. If the Superintendent determines, after weighing the testimony presented and evidence admitted at the pre-reinstatement hearing, that the employee is once again able to perform the essential job duties of the employee's assigned position, then the Superintendent shall reinstate the employee. If the Superintendent determines, after weighing the testimony presented and evidence admitted at the pre-reinstatement hearing, that the employee is not able to perform the essential job duties of the employee's assigned position, then the Superintendent shall not reinstate the employee.
- f. If the Superintendent determines that an employee who has been disability separated has committed an act that is inconsistent with the employee's disabling illness or injury, then that act may be considered by the Superintendent when determining an employee's eligibility for reinstatement.
- g. Once the Superintendent properly determines that the employee is to be reinstated, then the employee has a right to be assigned to a position in the classification the employee held at the time of the disability separation. If the classification the employee held at the time of disability separation no longer exists, no longer is utilized by the Board, or all occupants of the classification are of higher seniority than the employee to be reinstated, then the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off.
- h. If an employee has been granted disability benefits by a state retirement system, the requirements of this rule shall apply for up to five years, except that a licensed practitioner shall be appointed by the public employees retirement board and application for reinstatement shall not be filed after the date of service eligibility retirement.
- i. An employee refused reinstatement as provided in paragraph (E) of this agreement shall be notified in writing of the refusal to reinstate. The employee may initiate the

grievance procedure pursuant to Article 13 of this agreement to challenge the denial.

- j. An employee who fails to apply for reinstatement during the period of time the employee has reinstatement rights as defined in F (1) shall be deemed permanently separated from service.

ARTICLE 23 -- MATERNITY

Any employee who becomes pregnant or adopts a child shall, upon request or employer designation, be granted FML for up to twelve (12) weeks. Accrued sick leave shall be paid for up to ten (10) days in the case of adoption and for up to all twelve (12) weeks in the case of childbirth. The employee, at her option, may utilize any or all of her accrued vacation leave as part or all of such twelve (12) weeks. The Superintendent or designee may grant the use of unpaid leave under Article 22(A) for leave beyond the twelve (12) weeks of maternity leave.

ARTICLE 24 -- MILITARY SERVICE

- A. Any employee who is a member of a reserve force of the United States or the State of Ohio and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Ohio shall be granted a leave of absence during the period of such activity. If the compensation received by the employee for such temporary active duty is less than his/her normal rate of pay from the Employer, the Employer shall pay the difference to the employee for up to one hundred and seventy-six (176) hours (or the equivalent) for each calendar year in which the military duty is performed.
- B. Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted an unpaid leave of absence for the period of military service.

ARTICLE 25 -- DONATED SICK LEAVE

- A. Purpose
 - 1. To assist those full-time regular non-probationary bargaining unit employees (hereinafter employee(s)) who are victims of a catastrophic, chronic debilitating illness/injury which places an undue strain and negative effect on the family.
 - 2. Leave contributions shall be currently available sick leave credits.
- B. Eligibility
 - 1. Only full-time regular non-probationary bargaining unit employees are eligible to receive contributions.
 - 2. The person with the catastrophic illness/injury must be the employee, their spouse, child, parent, or other person who stands in the place of parent (loco parentis) and in addition such other person who because of close relationship to such employee, shall be

determined by the Superintendent or designee to be the equivalent to the above-mentioned members of the employee's immediate family.

3. Eligibility ceases if the employee is or becomes eligible for any other retirement or disability program.
4. The maximum contribution benefit shall be six (6) months at the employee's regular rate of pay.
5. The catastrophic, chronic debilitating illness/injury must be sudden and prolonged and the consequences to the family must be debilitating.
6. The affected employee must have exhausted all other paid leave including sick leave, vacation leave and personal leave or compensatory time.

C. Application for Contributions

1. An employee or their representative may make application for a contribution. The application for donated leave must be endorsed by a representative from both AFSCME and the administration.
2. The application shall contain verification that the employee meets the eligibility criteria and must be accompanied by a physician's certification.

D. Physician's Certification

1. Appropriate physician's certification of a catastrophic, chronic debilitating illness/injury shall be submitted upon initial application and as requested by the Review Committee.
2. Application for contributed leave for care of a family member must specify the need for the presence of the employee.

E. Review Committee

1. Membership: The Review Committee shall be appointed on a case-by-case basis by the Superintendent or designee. The Committee shall be composed of the following people:
 - a. The building administrator of the employee;
 - b. A staff nurse;
 - c. The AFSCME President; and
 - d. Human Resource Director.
2. Review Process: The Committee will review the following documents:
 - a. Application for contribution to determine if the eligibility criteria has been met;

- b. The employee's attendance record as it relates to sick leave and unpaid leave. There must be a review of the reason(s) sick leave was used in the past; and
 - c. Physician's certification specifying the nature of the illness/injury, the prognosis, and the need for the presence of the employee.
3. Final Decision: A majority vote of the Review Committee shall constitute a final decision. The Review Committee may approve authorization to use donated leave for periods up to one (1) month.
 4. On-Going Review: If at any time, the circumstances of the employee appear to change during the course of the approved time or at the conclusion of the approved month, the Review Committee will reconvene. The authorization to use contributed time may be rescinded if the circumstances of the employee have changed. The Committee may ask for additional substantiation of need and for an additional certification of need by a physician.

F. Accrued Time

No sick leave, vacation leave or personal leave shall accrue to the employee for any hours paid through contributed leave. Paychecks during the contributed leave will reflect that an accrual is occurring, however, at the conclusion of the leave, such hours which have been accrued will be deducted from the employee's payroll record.

G. Contributions

1. Full-time regular non-probationary bargaining unit employees may donate eight (8) or sixteen (16) hours of their accumulated sick leave to an employee approved to receive a contribution by the Review Committee, provided that after the contribution is made, they still have eighty (80) hours' accrued sick leave. The Board will distribute a form for bargaining unit employees to designate for contribution eight (8), sixteen (16), or no hours of their sick leave when a need is identified and approved by the Review Committee. If there are not enough donated hours to cover the identified need, forms will be distributed for more donated time in increments of eight (8) or sixteen (16) hours. In order to donate multiple times within a one (1) year period, the employee must maintain a balance of at least two hundred forty (240) hours' accrued sick time.
2. The donated sick leave, if necessary to be used, will be considered used on a first-come basis by order in which the donors submit their forms to the designated office. If donated time is not necessary for use, it shall remain credited to the donating employees.
3. Employees who donate sick leave will not be penalized for sick leave use for purposes of annual evaluation or sick leave incentive bonus.

H. Leave Rules in Effect

1. All leave rules and procedures remain in effect for contributed leave.

2. Falsification of any document will result in severe discipline, including termination and refund of any wages paid.
3. An employee applying for leave contributions must request in writing and be granted unpaid leave of absence for medical reasons.

I. Disability Separation

Upon conclusion of six (6) months' unpaid leave of absence in which contributed leave has been paid due to the employee's illness/injury, the employee shall be placed on disability separation in accordance with disability separation policy and procedures.

J. Health Benefits

Health benefits shall continue during a period covered by contributed leave for six (6) months.

ARTICLE 26 -- SENIORITY

- A. Seniority shall be an employee's uninterrupted length of service with the Board as a regular employee. A regular employee is an employee hired into a bargaining unit job on a regularly scheduled basis as a permanent employee, subject to the other terms of this Agreement.
- B. Starting dates of all new hires shall be reviewed promptly and seniority ties resolved by the date the Superintendent signs the approval to hire. In the event a tie still remains, the tie shall be broken by the last three (3) digits of the employees' social security numbers. The lower number shall be deemed first. In the event a tie still remains, the employees in question, along with a Union representative and a management representative, shall arrange a coin toss to break the tie.
- C. Once each year the Employer shall provide the Union with a copy of a current seniority list to each steward. The Union may meet with the Employer to review the list whenever necessary to correct and/or review the same. The seniority list shall be made up by classification and shall contain in order of seniority the names and dates of hire of each employee.
- D. Seniority shall be broken when an employee:
 1. Quits or resigns;
 2. Is properly terminated;
 3. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the Employer sends the employee notice by registered mail (to the employee's last known address as shown in the Employer's records) unless satisfactory excuse is shown.

ARTICLE 27 -- LAYOFF PROCEDURE

- A. In the event it becomes necessary to lay off employees due to the lack of work, abolishment of positions or lack of funds, employees shall be laid off in the inverse order of their seniority by

classification. The Employer shall give the Union President and employee(s) written notice of their layoff at least fourteen (14) days before it takes effect. An employee who is laid off shall have the right to move into any other position that is of equally rated pay or lower rated pay, provided the employee is qualified for the position or can meet externally mandated requirements in the same manner as the Board would require of an outside hire. The employee, if exercising moving rights and allowed to move, shall replace only those employees with less seniority. If it becomes necessary to lay off a bus aide due to lack of work, seniority will rule over all three possible classifications: bus aide, bus/educational aide, and bus/day services assistant.

- B. In case of layoff, employees shall be laid off according to this Agreement, which supersedes the Ohio Revised Code. Employees are laid off in the following order:
1. Employees who have not completed their probationary period after appointment;
 2. Employees who have satisfactorily completed their probationary period after appointment by seniority.
- C. Names of employees laid off shall be placed on a recall list based upon total seniority and classification with a copy of said list to be provided to the Union. No employee shall be hired, promoted, or transferred in any bargaining unit classification by the Employer that is of equally rated pay or lower rated pay while any employee is on layoff unless all employees laid off refuse the position to be filled or are not qualified to fill the position or cannot meet the externally mandated requirements in the same manner as the Board would require of an outside hire. Any employee who accepts a position of lesser pay either through layoff or reassignment will retain a right to recall to his/her previous classification up to one (1) year after the layoff takes effect.
- D. An employee who has been designated for layoff may accept layoff rather than exercise his/her displacement rights. The exercise of such option shall not cause the employer to prejudice the employee's rights to unemployment benefits or recall.
- E. When the Employer determines to fill a bargaining unit vacancy on a regular basis that is in an equally rated pay or lower rated pay classification, an employee shall be offered recall in order of seniority to such a vacancy if the employee is qualified according to seniority within a one (1) year period. Recall notices shall be by personal contact, either being a phone call or personally delivered. If no contact is made, the notice will be sent by certified mail to the employee's home address of record and verification of any form of notice shall be sent to the Union. The Union and/or employee must personally present their response in writing and/or by certified mail within seven (7) calendar days of the date mailed, but the employee will have ten (10) work days to report to work. Laid off and bumped employees shall be offered recall to vacancies before bidding occurs.

ARTICLE 28 -- TRANSFERS, JOB POSTING AND BIDDING PROCEDURES

- A. When a job becomes vacant or if a new job is created, a job notice shall be posted by the Employer at each work location and on the agency web site. Additionally, an "all e-mail" shall be sent to employees notifying them there is a new job posting. This notice shall be posted for

a minimum of three (3) work days. The Superintendent or designee may determine when a vacancy exists and when to fill it.

- B. The job notice shall specify the title of the position, job qualifications, the hours to be worked, whether it is a nine month position or a twelve month position, the rate of pay, the job location, and other pertinent information and shall state the final date for receipt of applications.
- C. Employees will be allowed no less than three (3) work days to place bids to fill vacancies. All vacancies shall be filled within seven (7) work days of the end of the posting period. A form shall be available for employees who want to be contacted about vacant routes or open positions during any absence from work, either due to vacation, shutdown, summer break, or other absence. Employees who want to be contacted shall be responsible for completing the form and submitting it to the Human Resource Department.
- D. In the case of Bus Driver positions the bus route shall not be posted as a part of the job notice. There shall be a separate posting of the vacant bus route. The route notice shall be posted for a minimum of three (3) work days, only in the bus garage, not in other buildings. The route postings shall include the general geographic area, the hours of work, and whether it is a summer route, nine (9) month route or twelve (12) month route. Employees shall be allowed no less than three (3) work days to place bids on the route. The vacant route shall be assigned within five (5) work days of the end of the posting period. Vacant routes shall be awarded to the most senior bus driver who has bid on the route.
- E. Bus routes shall be developed by the administration, and open for bid as developed two (2) weeks prior to the initiation of the route. A driver may take a second route so long as it does not conflict with the driver's first route. However, the Employer may reassign a bus driver to another route in order to meet the needs of an enrollee. The Employer may not reassign a driver for arbitrary or capricious reasons. The position vacated by said reassignment will be bid using normal bidding procedures. If no employee within the classification bids on the vacant position, the least senior employee shall be required to accept the position. Decisions on such reassignments shall be made by a committee composed of the Service and Support Associate/Teacher, Union President, Transportation Director, and Building Administrator.
- F. If a position or route vacancy occurs between July 15 and the start of school, or other emergency situation, the bidding process may be expedited by administration. Administration must assure that all eligible employees have an opportunity to bid on the position or route(s). The job posting shall clearly identify that it is an emergency posting.
- G. When an employee is bidding on a job posting, management shall use the following tools to make the decision on awarding the job:

- Job experience
- Qualifications
- Past Job Performance
- Seniority
- General Knowledge Testing (which may or may not be required)

No one tool will be a disqualifying factor, so long as the employee meets the minimum qualifications. When two or more employees are equally well qualified for the position, the more senior person shall be awarded the job. An employee who accepts a lateral transfer shall maintain all seniority earned by an employee from within the bargaining unit and the vacancy shall be filled when qualified personnel have been interviewed and chosen.

ARTICLE 29 -- TRANSPORTATION

A. Field Trips

All transportation of Marimor School students or Industries clients for field trips (*i.e.*, Special Olympics events, Cheerleading, Swing Choir, Bell Choir or other activities not related to individual plans) shall be handled by members of the bargaining unit assigned to transportation (regular bus drivers) under the control and direction of the Allen County Board of DD and assigned from a rotating seniority list. A "trip related to an individual plan" is defined as any trip that is a direct result of a written goal and/or objective contained within a current individual plan. A "field trip" is defined as any trip not related to an individual plan goal or objective. Nine (9) month and twelve (12) month bus drivers' names will be removed from the field trip rotational list, upon written request, at the bus driver orientation meeting each August. Once a driver has requested that their names be removed from the list, they will not have the opportunity to return to the list until the next orientation meeting. The following procedure for administering assignment of field trips shall be performed by the transportation Union steward. Administration shall resolve any disputes which occur between bus drivers regarding field trip assignments.

1. Non-acceptance of a field trip shall be considered the driver's turn in rotation.
2. Any driver accepting or refusing a short-notice field trip (twenty-four hours or less) shall not lose their turn in rotation.
3. If a field trip is canceled during program hours, whether or not the driver is notified, this driver shall be placed at the top of the field trip rotation list. On Saturday, Sunday, holidays or anytime that programming is closed, drivers assigned to a field trip will be notified a minimum of an hour and one-half prior to reporting for the trip should the trip be cancelled. The driver should be paid for the hours stated on the trip sheet if the above notification is not given. If an hour and a half or more notice is given, the driver shall be placed at the top of the field trip rotation list.
4. The Transportation Steward will post field trips chronologically by run date and time at least one (1) week prior to the scheduled date, when possible. A driver must decide whether to take the trip within 48 hours of the posting.
5. Field trips of longer than one (1) hour driving time will have one (1) staff person other than the bus driver assigned to each bus.
6. Any bus driver on an overnight field trip shall receive his/her regular rate of pay for all hours of driving time, plus eight (8) hours of pay at his/her regular hourly rate for each additional day or portion thereof they are on such assignment.

7. Each bus driver is responsible for setting up and paying for all overnight accommodations. If the cost of such accommodations is borne in whole or in part by someone or some organization other than the bus driver, then the eight (8) hours of pay in paragraph (6) above shall be at minimum wage.
8. There shall be a minimum one (1) hour guarantee for field trips which occur during the driver's work day up through 6:00 p.m. After 6:00 p.m., and on Saturdays and Sundays, there shall be a minimum two (2) hour guarantee on field trips.

B. General Provisions

Each bus driver/bus aide shall be paid two (2) hours' pay for each run, figured at the employee's regular hourly rate of pay. Any driving time over the two (2) hours will be turned in and approved daily to the immediate supervisor and paid straight time for all driving time exceeding two (2) hours. A run consists of the transportation required within the two (2) hour assignment, which may consist of dropping off enrollees, picking up enrollees, or any combination thereof. By way of definition, a route consists of a.m. and p.m. runs, or a.m., mid-day, and p.m. runs.

If an employee's run is completed and the employee is assigned duties in the same or in another classification within one half hour of the run's completion, the employee will be paid as continuous time from the beginning of the run until the employee has completed all duties. Any break between assignments of one half hour or less, will be considered as continuous and paid as such. No payment duplication will occur for time paid as minimum for a run and hours worked.

- C. Community placement drivers shall be governed in accordance with the flex time procedures in Article 6, Section (B).
- D. When a driver's bus breaks down and the administration does not furnish the driver a spare bus, and the driver does not drive, the driver shall be paid the driver's applicable rate of pay for said day(s). The bus aide assigned to such bus, if any, shall also receive the applicable rate of pay for said day(s).
- E. Bus drivers will be paid for writing up routes or any changes that would affect the order of pick up or drop off of client/children, which has been previously authorized by their supervisor.
- F. For employees in the Transportation Department, with hours worked beyond the "standard work" day, with respect to completing an additional route, hours will be assigned in the following manner:
 1. The first driver to return from their regularly scheduled route will take the riders home from the delayed route.
 2. If two (2) or more drivers arrive in the bus bay at the same time, the individual with the least amount of extra hours will drive the delayed route.

3. If two (2) or more drivers arrive in the bus bay at the same time and they have the same number of extra hours then the most senior driver will drive the delayed route.
4. All extra hours will be posted in the bus bay.

G. Summer Routes

1. Extra Summer Work: The Board agrees to place nine (9) month bus drivers ahead of substitutes in order of seniority (rotation list) when needed during the summer to replace absent twelve (12) months bus drivers as far as is practical.
 2. Twelve (12) month Bus Aides, Day Services Assistant/Bus Aides, Bus Drivers, Educational Aide/Bus Aides, and Bus Driver/Community Placement Drivers will be offered available hours in the summer by seniority. Bus Driver/Community Placement Drivers shall bid on summer bus routes and be awarded routes based on seniority. If the bidding process results in a twelve (12) month employee not having summer hours, the twelve (12) month employee shall bump out the least senior nine (9) month employee. Twelve month routes shall not be bid unless vacated.
 3. Nine (9) month drivers/aides may apply to work during the summer months by indicating in writing of their desire to work or substitute at least four (4) weeks prior to the beginning of the summer routes. Nine (9) month bus drivers/aides shall be selected for summer routes based on seniority. In the event the Employer cannot obtain sufficient drivers/aides to work during the summer months, the Employer may hire sub-drivers/aides from outside the bargaining unit, or may require members of the bargaining unit to work during the summer months.
- I. The Superintendent or designee will continue the practice of determining whether a bus aide should be on a bus run based on documentation of need.

ARTICLE 30 -- CONFORMANCE TO CLASSIFICATION OF DUTIES

A. General Provisions

An employee shall work within his/her classification and shall not be required to perform duties outside his/her classification, except the Employer may request the employee to perform work outside his/her classification under the following conditions:

1. If there is no one available within the classification to perform the work;
2. If a vacancy exists and the Employer has not had an opportunity to fill the position. Such vacancies shall be filled within thirty (30) days;
3. If there is no work available within the employee's classification.

B. Working Below Classification

Any employee temporarily requested to work below his/her classification or pay rate shall receive his/her regular rate of pay.

C. Working In MEA Classifications

If a classroom assistant is asked to perform the duties of an MEA employee for over one (1) hour (excluding breaks and lunch) then the classroom assistant shall receive one and one-half times (1-1/2) their regular rate for such times they are in charge. The classroom assistant shall document the time on the electronic timekeeping system, noting the reason for working out of classification.

D. Working Out of Classification

If it is necessary, under the conditions listed in this Article, to work an employee below his/her classification, the least senior qualified employee shall be utilized. If it is necessary to work an employee above his/her classification, the most senior qualified employee shall be offered first opportunity. The employee that works above his/her classification shall receive, in addition to his/her regular pay, a one (1) step increase for all hours he/she worked in the higher classification or a four percent (4%) increase for same. The Employer shall select a classification and then canvas by qualifications and seniority.

E. AFSCME Member Working Substitute

When an employee desires to work as a substitute, (i.e., working as a custodian during a program shutdown or filling in as a substitute between bus runs) the employee shall be paid at Step 0 of the appropriate salary schedule. Such employee shall not be eligible for pay differentials identified in paragraph C or D above. The employee shall not accrue vacation time or sick leave while working out of classification. The employee shall not be eligible for holiday pay nor be permitted to use sick leave, personal days or vacation days during such employment. If such work is occasional and sporadic and is different from the employee's usual job, the employee shall not be eligible for overtime.

Management shall have the right to select the employee(s) utilized based on job knowledge and performance. If the employee is not performing to the satisfaction of management, the employee will no longer be utilized in that capacity. If however, the employee commits a performance infraction that rises to the level of a suspension or termination, disciplinary procedures as described in Article 15 shall be followed.

At least annually, notice shall be placed in the HR Newsletter asking employees to sign up for substitute work if they are interested.

ARTICLE 31 -- WORK RULES

- A. The Employer and the Union agree that work rules shall be applied equally where work rules are appropriate.

- B. Any additional work rules or procedures deemed necessary by the Employer to the efficient operation of the Allen County Board of Development Disabilities shall be posted prominently on all bulletin boards for a period of five (5) work days before they become effective and shall be given in writing to all affected employees.
- C. The Employer agrees to discuss changes in existing work rules or establishment of new work rules with the Union.
- D. Each employee shall be given a copy of all applicable Board policies, as adopted or revised.

ARTICLE 32 -- NO SUBCONTRACTING

The Employer will not subcontract work for the express purpose of laying off bargaining unit employees.

ARTICLE 33 -- MAINTENANCE OF WORK FORCE

The Employer agrees to maintain an adequate work force to provide a ratio of adult enrollees to direct service staff not to exceed an average as required by the rules covering County Boards of Developmental Disabilities.

ARTICLE 34 -- IN-SERVICE MEETINGS

No employee on an approved leave of absence shall be required to attend an in-service meeting.

ARTICLE 35 -- EMPLOYEE LIFE INSURANCE

The Allen County Board of Developmental Disabilities shall provide and pay group life term and accidental dismemberment benefits for each full-time employee in the bargaining unit in the amount of Twenty Thousand Dollars (\$20,000).

ARTICLE 36 -- HEALTH AND WELFARE PLAN

A. Health Insurance

1. The Board shall pay the premium cost for the individual employee (single plan) or family coverage for hospitalization, surgical and major medical insurance through a carrier licensed by the State of Ohio which provides health insurance coverage. The employee contribution will be 15% for single coverage and 20% for family coverage; provided, however, that the Board shall pay fifty dollars (\$50.00) per month of the employee's share of the premium cost for the calendar year following the employee's achievement of the requirements of the wellness program determined by the joint insurance committee. The employee will receive the \$50 monthly insurance premium credit for calendar year 2013 by completing the biometric assessment of the wellness provider by December 31, 2012.

- a. Employees will be given reasonable notice (at least by posting) of the open enrollment period.
 - b. If an employee opts to not have health insurance coverage through the Board during a plan year, the Board will pay \$600.00 annually for each employee who stays off the plan. Employees whose change in status leads to re-enrollment will be pro-rated. Payment is to be made after twelve (12) months of remaining off the plan. Employees who have opted to not have health insurance coverage through the Board who retire during the twelve (12) month plan year will receive a prorated portion of this incentive.
2. The health insurance benefit and the eligibility to receive these benefits are subject to the administrative procedures, rules and regulations of the insurance carrier's master policy and the individual certificates issued to employees.
 3. The Employer will provide group health insurance benefits through a plan or plans determined by a Joint Insurance Review Committee, which will include at least four AFSCME bargaining unit members who shall each be entitled to two votes. The Committee's decisions will be made by consensus of all committee members. The plan benefits in effect with the signing of this contract will remain until change is agreed to by consensus of the Committee.
 4. The Board may provide such health benefits through a preferred provider organization or other alternative to traditional insurance. Any such alternative coverage shall preserve the employee's choice of doctor and hospital, but the employee may incur greater costs for out-of-network providers.

B. AFSCME Health and Welfare Fund

The Board agrees to pay Seventy Six Dollars (\$76.00) per month for the AFSCME Health and Welfare Fund for each employee in the bargaining unit (Dental III, Hearing Aid, Life Insurance, and Vision II).

ARTICLE 37 -- CAR ALLOWANCE

Any time an employee is required to use his/her private vehicle for the performance of his/her duties for the Employer, other than reporting to and returning from work, he/she shall receive a car allowance equal to the allowance for reimbursement stated by the Internal Revenue Service at the time the expense is incurred. The Board shall pay mileage to employees only for mileage directly between job site assignments and for mileage between a job site and assigned work at Board facilities or vice versa, and mileage to and from a worksite outside the county, measured between the worksite and the assigned Board facility.

ARTICLE 38 -- HAND TOOL ALLOWANCE

Any employee who uses his/her own tools to perform the duties required by his/her Employer shall have those tools replaced if damaged or broken during his/her employment by the Employer. The employee shall provide a list to the Employer of the tools used on the job.

ARTICLE 39 -- EDUCATIONAL TRAINING

- A. Employees are to receive partial reimbursement per quarter hour and semester hour required by the Ohio Department of Developmental Disabilities for certification and re-certification as follows:

<u>Quarter Hour</u>	<u>Semester Hour</u>
\$50	\$60

- B. Payments shall be made upon presentation of transcripts of credits and receipt.
- C. The Board shall pay tuition and books for all non-college workshop-seminar courses required for provisional certification. The Board will pay wages to employees if the workshop-seminar is scheduled during regular work hours.
- D. The Board will reimburse one-half (1/2) of the cost for required skills tests (first time only) for regular bus drivers. The Board will also reimburse one-half (1/2) of the costs for a regular bus driver's commercial driver's license and renewals.
- E. If CPR, First Aide, or WSI certification is required for the employee's position with the Board, then the Board shall pay the full cost of such certification or recertification upon the employee's successful completion of requirements.
- F. It is possible within this contract period that educational aides will need to become Highly Qualified. The Superintendent or designee may require educational aides to take the Paraprofessional Test to meet that requirement. The current cost is \$40. If the Superintendent or designee requires educational aides to take the Paraprofessional Test, other employees in the bargaining unit may, at their option, take that test. The Board would pay one-half (1/2) of the cost of the test for a successful first attempt.

ARTICLE 40 -- DAMAGE TO PERSONAL PROPERTY

If in the course of performing job duties in accordance with established policy and procedure an employee's glasses, watch, watch band, or clothing is damaged by a client or student, the Board will reimburse the employee for replacement of glasses, for replacement of a watch/band up to Ten Dollars (\$10), and for replacement of an article of clothing up to Twenty Dollars (\$20) per article. The incident and damage must be reported on a form prescribed by the Superintendent or designee and filed with the Superintendent or designee within one (1) business day of the occurrence.

ARTICLE 41 -- EMPLOYEE PHYSICALS

The Board will provide a physician at Board expense to perform required employee physicals. In the event the Board is unable to provide for physicals, the Board shall pay for physicals required for employees by the physician of the employee's choice.

ARTICLE 42 -- SUCCESSOR CLAUSE

- A. The provisions of this Agreement shall be binding upon the Employer and its successors, assigns, or future purchasers; and all of the terms and obligations herein contained shall not be affected or changed in any respect by consolidation, merger, sale, transfer, or assignment by any Employer or any or all of its property, or affected or changed in any respect by any change in legal status, ownership or management. This Agreement shall cover all future locations which the Employer may operate during the term of this Agreement or any extension thereof, or any transfer of operations from the existing location, or any subcontract of work covered or performed by employees in the existing location.
- B. This provision shall be of no force and effect if invalidated by law or legislative action. This provision shall not apply to any transfer of operations, discontinuance of operations, sale of assets, or similar action by the Board which is mandated by law, nor will it apply to the discontinuance of part or all of the Board's operations and the initiation or continuance of such operations or programs by another governmental entity, such as a municipality, school district, or health department.

ARTICLE 43 -- WAGES

- A. Wage rates shall be increased by 1% across-the-board effective with the beginning of the first pay period that begins in the month of July, 2013. Either party may require reopener negotiations in 2014 on two issues: across-the-board wage increases, if any, for the third year of this Agreement and step increase, if any, in July, 2014.
- B. Wage rates schedules for the two years of this Agreement appear in Appendices A and B.
- C. Step increases, including longevity steps, will be effective with the beginning of the first pay period that begins in the month of July. Employees must be actively employed before January 1st in order to receive the step increase on the following July 1st.

Step increases during this Agreement shall only be the following:

Employees who under previous step increase practice would move up one step will now move up ½ of the monetary value of the step increase in July 2012.

Employees who under previous step increase practice would move up one step will now move up ½ of the monetary value of the step increase in July 2013.

Either party may require reopener negotiations in 2014 on two issues: across-the-board wage increases, if any, for the third year of this Agreement and step increase, if any, in July, 2014.

- D. Respite care providers will be paid the federal/state minimum wage, whichever is higher, per hour for work performed. If the respite care provider is serving two (2) clients or more during the same hours, he/she shall be paid an additional \$2.00 per hour per client. The maximum hours paid per twenty-four (24) hour day for respite care will be sixteen (16). Overtime payments will be made at one and one-half (1-1/2) times the rate of pay for the job which caused the employee to exceed forty (40) hours per work week. (For example, if an employee

works on their primary job for thirty-five (35) hours per week and as a respite care provider for twenty (20) hours, the employee will be paid for thirty-five (35) hours at straight time in their primary job, five (5) hours at the minimum hourly wage as a respite care provider and fifteen (15) hours at the minimum hourly wage times one and one-half (1-1/2) as respite care worker.)

- E. When it is necessary to have two providers serving one family at the same time due to the number of children and/or the complexity of the issues, the average of the applicable rate of pay shall be paid to each provider. (For example, if there are three children and two providers, it would be assumed one provider would be paid for one child and the other provider for two children. However, since in reality they will share duties for all children, they would be paid the average of minimum wage for one and minimum wage plus \$2.00 for the other. Therefore, each provider would be paid minimum wage plus \$1 in this situation. A second example would be two providers for four children. In this case, each provider would be paid as though they were caring for two children). All other requirements identified in Article 43(D) continue to be in effect when there are two providers per family.

F. Method of Payment

1. All twelve (12) month employees shall be paid twenty-six (26) pays over the twelve (12) month period. If in a year there are twenty-seven pay periods based on an every-other-week pay schedule, twelve-month employees will be paid for actual hours for each pay period.
 2. All nine (9) month employees shall be paid out over a twelve (12) month period in twenty-six (26) pays, unless the employee gives the Superintendent or designee written notice by July 1 of his or her election to retain a nine-month pay cycle. If in a year there are twenty-seven pay periods based on an every-other-week pay schedule, nine month pro-rated employees will be paid in 27 equal pays for the year. New hires after July 1 shall be paid out over a twelve month period in twenty six (26) pays unless the employee gives the Superintendent or designee written notice by the end of the first work day of his or her election to have a nine-month pay cycle. Employees who are not paid over the summer months shall have the employee portion of insurance premiums for the entire year deducted over the nine (9) month period. Also, such nine (9) month employees shall not be eligible to receive unemployment compensation during the summer. The employee portion of insurance premiums shall be deducted over the entire twelve (12) month period if the employee is paid over the entire twelve (12) month period.
- G. Signing bonuses of \$350 shall be payable within thirty (30) days of Board ratification of the negotiated agreement with no PERS contribution taken from such payments so long as that legally may be done.

ARTICLE 44 -- SUBSTANCE ABUSE TESTING

- A. The Superintendent or designee may require an employee to be tested for alcohol or illegal substance use that may impair his or her job performance when: (1) there has been an accident or near miss involving personal injury to anyone or property damage; or (2) the administration

has reasonable cause to believe the employee has used alcohol or an illegal substance affecting his/her performance.

- B. Any testing procedures will be consistent with appropriate industry practice.

ARTICLE 45 -- SAVINGS CLAUSE

If any Section of this Agreement is invalidated by law, then only said Section is invalidated until the parties meet to discuss said Section to conform to law. Consistent with O.R.C. Chapter 4117, a provision of this Agreement supersedes any conflicting provision of state law concerning the wages, hours, or terms and other conditions of employment of employees in the bargaining unit, with the exceptions specified in O.R.C. §4117.10. If this Agreement contains no provision on a subject, then pertinent provisions of state law shall apply.

ARTICLE 46 -- PROFESSIONAL RESPONSIBILITY

When an employee believes that a client's health or welfare is in jeopardy, for any reason, the employee is to discuss the situation with the immediate supervisor. If a resolution to the situation cannot be reached promptly, the employee and the immediate supervisor shall contact the Building Administrator, the Department Head, or in his/her absence, the Superintendent or his/her designee.

ARTICLE 47 -- DURATION OF AGREEMENT

- A. This Agreement shall be effective February 1, 2012 and shall remain in full force and effect through January 31, 2015. Either party may require reopener negotiations in 2014 on two issues: across-the-board wage increases, if any, for the third year of this Agreement and step increase, if any, in July 2014.
- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) 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. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the last effective date of this Agreement as set forth in paragraph (A) above.
- D. The parties acknowledge that during the negotiations which result 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 understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer 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 referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

- E. This Agreement constitutes the entire agreement between the Board and the Union and between the Board and any employee within the collective bargaining unit. This Agreement replaces all previous oral and written agreements between the parties. The parties hereby agree that the relations between them shall be governed only by the terms of this Agreement.
- F. The Board shall provide a copy of this Agreement to each employee and to each new hire in the unit.

FOR THE ALLEN COUNTY
BOARD OF DD

Tom Baldridge

Mark W. King

Maisha J. Vance

Angela Hayes

Peggy Cochran

FOR LOCAL 1770/CHAPTER C,
COUNCIL 8, AFSCME

Cheryl Tyler-Jelson

Amy Moore

Jessica Higgins

Lindy Silone

Terrell Deibel

Jennifer Bailey

Chara Haverman

ALLEN COUNTY BOARD of MR/DD
 WAGE RATE SCHEDULE EFFECTIVE THE FIRST PAYPERIOD STARTING JULY 2012

JOB CLASSIFICATION	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 15	Step 20	Step 23	Step 27	Step 27													
	MINUS A HALF	1	MINUS A HALF	2	MINUS A HALF	3	MINUS A HALF	4	MINUS A HALF	5	MINUS A HALF	6	MINUS A HALF	7	MINUS A HALF	8	MINUS A HALF	9	MINUS A HALF	10	MINUS A HALF	15	MINUS A HALF	20	MINUS A HALF	23	MINUS A HALF	27	
Bus Aide	10.31	10.52	10.73	10.96	11.19	11.40	11.60	11.84	12.07	12.30	12.53	12.78	13.03	13.30	13.57	13.83	14.09	14.37	14.65	14.95	15.25	15.57	15.88	16.19	16.49	16.67	16.85	17.04	17.22
Bus Driver	14.85	14.85	14.85	15.29	15.72	15.72	15.72	15.72	15.72	16.16	16.59	16.59	16.59	16.59	16.59	17.03	17.47	17.47	17.47	17.91	18.35	18.73	19.11	19.48	19.85	20.04	20.22	20.40	20.58
Bus Driver/Driver	14.85	14.85	14.85	15.29	15.72	15.72	15.72	15.72	16.16	16.59	16.59	16.59	16.59	16.59	17.03	17.47	17.47	17.47	17.91	18.35	18.73	19.11	19.48	19.85	20.04	20.22	20.40	20.58	
Cafeteria Worker	10.10	10.31	10.52	10.73	10.93	11.15	11.36	11.60	11.83	12.08	12.32	12.58	12.83	13.09	13.34	13.60	13.86	14.14	14.41	14.69	14.96	15.26	15.56	15.89	16.21	16.40	16.58	16.75	16.94
Community Based Specialist	12.04	12.29	12.53	12.78	13.03	13.30	13.56	13.83	14.09	14.36	14.67	14.96	15.24	15.55	15.86	16.16	16.46	16.80	17.13	17.48	17.83	18.18	18.52	18.89	19.26	19.45	19.63	19.81	19.99
Custodial Worker	11.01	11.25	11.48	11.70	11.91	12.15	12.39	12.64	12.88	13.14	13.40	13.67	13.93	14.21	14.48	14.77	15.05	15.37	15.68	16.00	16.30	16.62	16.93	17.26	17.63	17.82	18.00	18.18	18.36
Day Services Assistant	10.10	10.31	10.52	10.73	10.93	11.15	11.36	11.60	11.83	12.08	12.32	12.58	12.83	13.09	13.34	13.60	13.86	14.14	14.41	14.69	14.96	15.26	15.56	15.89	16.21	16.40	16.58	16.75	16.94
Day Services Asst/Bus Aide	10.10	10.31	10.52	10.73	10.93	11.15	11.36	11.60	11.83	12.08	12.32	12.58	12.83	13.09	13.34	13.60	13.86	14.14	14.41	14.69	14.96	15.26	15.56	15.89	16.21	16.40	16.58	16.75	16.94
Day Services Specialist	11.33	11.56	11.79	12.05	12.30	12.56	12.81	13.06	13.30	13.57	13.84	14.12	14.39	14.67	14.94	15.24	15.53	15.85	16.17	16.49	16.80	17.14	17.48	17.82	18.16	18.35	18.53	18.71	18.88
Driver	12.35	12.60	12.85	13.11	13.37	13.64	13.90	14.17	14.44	14.73	15.01	15.33	15.64	15.96	16.28	16.60	16.91	17.25	17.59	17.96	18.32	18.69	19.05	19.41	19.77	19.96	20.14	20.32	20.50
Educational Aide	10.15	10.36	10.57	10.79	11.01	11.25	11.48	11.71	11.94	12.17	12.39	12.64	12.89	13.15	13.40	13.67	13.93	14.21	14.49	14.77	15.05	15.37	15.69	15.98	16.29	16.48	16.66	16.84	17.02
Educational Aide/ Bus Aide	10.10	10.31	10.52	10.73	10.93	11.15	11.36	11.60	11.83	12.08	12.32	12.58	12.83	13.09	13.34	13.60	13.86	14.14	14.41	14.69	14.96	15.26	15.56	15.89	16.21	16.40	16.58	16.75	16.94
Employment Coord	14.68	14.98	15.27	15.59	15.90	16.20	16.50	16.85	17.19	17.54	17.89	18.24	18.59	18.94	19.29	19.69	20.09	20.50	20.91	21.34	21.78	22.19	22.62	23.05	23.48	23.67	23.85	24.04	24.22
Employment Specialist	13.00	13.26	13.51	13.79	14.07	14.36	14.64	14.94	15.23	15.54	15.84	16.16	16.47	16.82	17.16	17.49	17.81	18.16	18.50	18.88	19.25	19.64	20.03	20.43	20.82	21.00	21.18	21.37	21.55
Payroll Clerk	10.31	10.52	10.73	10.96	11.19	11.40	11.60	11.84	12.07	12.30	12.53	12.78	13.03	13.30	13.57	13.83	14.09	14.37	14.65	14.95	15.25	15.57	15.88	16.19	16.49	16.67	16.85	17.04	17.22
Secretary	10.31	10.52	10.73	10.96	11.19	11.40	11.60	11.84	12.07	12.30	12.53	12.78	13.03	13.30	13.57	13.83	14.09	14.37	14.65	14.95	15.25	15.57	15.88	16.19	16.49	16.67	16.85	17.04	17.22
Secretary/Receptionist	10.31	10.52	10.73	10.96	11.19	11.40	11.60	11.84	12.07	12.30	12.53	12.78	13.03	13.30	13.57	13.83	14.09	14.37	14.65	14.95	15.25	15.57	15.88	16.19	16.49	16.67	16.85	17.04	17.22
Shipping & Receiving	12.35	12.60	12.85	13.11	13.37	13.64	13.90	14.17	14.44	14.73	15.01	15.33	15.64	15.96	16.28	16.60	16.91	17.25	17.59	17.96	18.32	18.69	19.05	19.41	19.77	19.96	20.14	20.32	20.50
Vehicle Maintenance	16.41	16.41	16.41	16.82	17.23	17.23	17.23	17.23	17.23	17.58	17.92	17.92	17.92	17.92	17.92	18.28	18.63	18.63	18.63	19.00	19.37	19.81	20.24	20.70	21.15	21.33	21.51	21.70	21.88

ALLEN COUNTY BOARD of MR/DD
 WAGE RATE SCHEDULE EFFECTIVE THE FIRST PAYPERIOD STARTING JULY 2013

JOB CLASSIFICATION	Step 0	Step 1 MINUS A HALF	Step 1	Step 2 MINUS A HALF	Step 2	Step 3 MINUS A HALF	Step 3	Step 4 MINUS A HALF	Step 4	Step 5 MINUS A HALF	Step 5	Step 6 MINUS A HALF	Step 6	Step 7 MINUS A HALF	Step 7	Step 8 MINUS A HALF	Step 8	Step 9 MINUS A HALF	Step 9	Step 10 MINUS A HALF	Step 10	Step 15 MINUS A HALF	Step 15	Step 20 MINUS A HALF	Step 20	Step 23 MINUS A HALF	Step 23	Step 27 MINUS A HALF	Step 27
Bus Aide	10.41	10.63	10.84	11.07	11.30	11.51	11.72	11.96	12.19	12.42	12.66	12.91	13.16	13.43	13.71	13.97	14.23	14.51	14.80	15.10	15.40	15.73	16.04	16.35	16.65	16.84	17.02	17.21	17.39
Bus Driver	15.00	15.00	15.00	15.44	15.88	15.88	15.88	15.88	15.88	16.32	16.76	16.76	16.76	16.76	17.20	17.64	17.64	18.09	18.53	18.92	19.30	19.67	20.05	20.24	20.42	20.60	20.79		
Bus Driver/Driver	15.00	15.00	15.00	15.44	15.88	15.88	15.88	15.88	15.88	16.32	16.76	16.76	16.76	16.76	17.20	17.64	17.64	18.09	18.53	18.92	19.30	19.67	20.05	20.24	20.42	20.60	20.79		
Cafeteria Worker	10.20	10.41	10.63	10.84	11.04	11.26	11.47	11.72	11.95	12.20	12.44	12.71	12.96	13.22	13.47	13.74	14.00	14.28	14.55	14.84	15.11	15.41	15.72	16.05	16.37	16.56	16.75	16.93	17.11
Community Based Specialist	12.16	12.41	12.66	12.91	13.16	13.43	13.70	13.97	14.23	14.52	14.82	15.11	15.39	15.71	16.02	16.32	16.62	16.97	17.30	17.65	18.01	18.36	18.71	19.08	19.45	19.64	19.83	20.01	20.19
Custodial Worker	11.12	11.36	11.59	11.82	12.03	12.27	12.51	12.77	13.01	13.27	13.53	13.81	14.07	14.35	14.62	14.92	15.20	15.52	15.85	16.16	16.46	16.78	17.10	17.45	17.81	18.00	18.18	18.36	18.54
Day Services Assistant	10.20	10.41	10.63	10.84	11.04	11.26	11.47	11.72	11.95	12.20	12.44	12.71	12.96	13.22	13.47	13.74	14.00	14.28	14.55	14.84	15.11	15.41	15.72	16.05	16.37	16.56	16.75	16.93	17.11
Day Services Asst/Bus Aide	10.20	10.41	10.63	10.84	11.04	11.26	11.47	11.72	11.95	12.20	12.44	12.71	12.96	13.22	13.47	13.74	14.00	14.28	14.55	14.84	15.11	15.41	15.72	16.05	16.37	16.56	16.75	16.93	17.11
Day Services Specialist	11.44	11.69	11.91	12.17	12.42	12.69	12.94	13.19	13.43	13.71	13.99	14.26	14.53	14.82	15.09	15.39	15.69	16.01	16.32	16.65	16.97	17.31	17.65	18.00	18.37	18.56	18.75	18.93	19.11
Driver	12.47	12.73	12.98	13.24	13.50	13.78	14.04	14.31	14.56	14.86	15.16	15.48	15.80	16.12	16.44	16.77	17.08	17.42	17.77	18.14	18.50	18.88	19.24	19.60	19.97	20.16	20.34	20.52	20.71
Educational Aide	10.25	10.46	10.68	10.90	11.12	11.36	11.59	11.83	12.06	12.29	12.51	12.77	13.02	13.28	13.53	13.81	14.07	14.35	14.63	14.92	15.20	15.52	15.85	16.15	16.45	16.64	16.83	17.01	17.19
Educational Aide/ Bus Aide	10.20	10.41	10.63	10.84	11.04	11.26	11.47	11.72	11.95	12.20	12.44	12.71	12.96	13.22	13.47	13.74	14.00	14.28	14.55	14.84	15.11	15.41	15.72	16.05	16.37	16.56	16.75	16.93	17.11
Employment Coord	14.83	15.13	15.42	15.75	16.06	16.36	16.67	17.02	17.36	17.72	18.07	18.42	18.78	19.13	19.48	19.89	20.29	20.71	21.12	21.55	21.98	22.41	22.85	23.28	23.71	23.91	24.09	24.28	24.46
Employment Specialist	13.13	13.39	13.65	13.93	14.21	14.50	14.79	15.09	15.38	15.70	16.00	16.32	16.63	16.99	17.33	17.66	17.99	18.34	18.69	19.07	19.44	19.84	20.23	20.63	21.03	21.21	21.39	21.58	21.77
Payroll Clerk	10.41	10.63	10.84	11.07	11.30	11.51	11.72	11.96	12.19	12.42	12.66	12.91	13.16	13.43	13.71	13.97	14.23	14.51	14.80	15.10	15.40	15.73	16.04	16.35	16.65	16.84	17.02	17.21	17.39
Secretary	10.41	10.63	10.84	11.07	11.30	11.51	11.72	11.96	12.19	12.42	12.66	12.91	13.16	13.43	13.71	13.97	14.23	14.51	14.80	15.10	15.40	15.73	16.04	16.35	16.65	16.84	17.02	17.21	17.39
Secretary/Receptionist	10.41	10.63	10.84	11.07	11.30	11.51	11.72	11.96	12.19	12.42	12.66	12.91	13.16	13.43	13.71	13.97	14.23	14.51	14.80	15.10	15.40	15.73	16.04	16.35	16.65	16.84	17.02	17.21	17.39
Shipping & Receiving	12.47	12.73	12.98	13.24	13.50	13.78	14.04	14.31	14.56	14.86	15.16	15.48	15.80	16.12	16.44	16.77	17.08	17.42	17.77	18.14	18.50	18.88	19.24	19.60	19.97	20.16	20.34	20.52	20.71
Vehicle Maintenance	16.57	16.57	16.57	16.99	17.40	17.40	17.40	17.40	17.40	17.76	18.10	18.10	18.10	18.10	18.10	18.48	18.82	18.82	18.82	19.19	19.56	20.01	20.44	20.91	21.36	21.54	21.73	21.92	22.10