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COLLECTIVE BARGAINING AGREEMENT

between

**THE RICHLAND COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

and

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 19**

Effective January 1, 2013 through December 31, 2015

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Article 1 Recognition

Section 1.1 Pursuant to Case Number 93-REP-08-0165, Certificate of Election issued January 6, 1994, by the State Employment Relations Board the Richland County Board of Mental Retardation and Developmental Disabilities (herein referred to as the EMPLOYER or NEWHOPE) recognizes Office of Professional Employees International Union Local 19, AFL-CIO, CLC (herein referred to as the UNION) as the sole and exclusive collective bargaining representative for an appropriate bargaining unit consisting of:

Included: All full-time, and regular part-time, classified (non-certificated) employees working in the Residential Division or in the Adult Services Division including: Workshop Specialist, Habilitation Technician, Recreation Coordinator, Secretary, Food Service Worker and Laundry Worker; and all full-time and regular part-time classified (non-certificated) employees including: Custodial Worker, Maintenance Repair Worker, Vehicle Operator, Bus Aide, Laborer, Mechanic, Mechanic Helper, and Van Operator.

Excluded: All employees not specifically listed above; all management, supervisory, confidential, casual, temporary, seasonal, interim, substitute, professional (certificated) employees, and all other employees pursuant to Case Number 93-REP-08-0165.

Section 1.2 As used herein, the following definitions will be applicable throughout this Agreement unless by specific reference the parties express a different definition to apply.

1.2.1 Employee - any individual performing duties within the bargaining unit as described in Section 1.1, above, who has been hired by the Employer on a regular basis.

1.2.2 Full-Time Employee - an employee whose employment status is such that he/she will be regularly designated to work 2080 hours per year (40 hours per work week), including approved time off from work either paid or unpaid.

1.2.3 Part-Time Employee - an employee whose employment status is such that he/she will be regularly designated to work less than 2080 hours per year (less than 40 hours per work week), including approved time off from work either paid or unpaid.

1.2.4 Seasonal Employee - an employee who is regularly scheduled by the Employer to work on either a full-time or part-time basis for less than nine (9) calendar months per year. A full-time Seasonal employee is an employee who is regularly scheduled by the Employer to work 40 hours per week for less than nine (9) calendar months per year. A part-time Seasonal employee is an employee who is regularly scheduled by the Employer to work at least 20 hours or more per week, but less than 40 hours per week, for less than nine (9) calendar months per year.

1.2.5 Interim Employee - an employee whose employment status is such that he/she will be regularly scheduled to work either full-time or part-time as a replacement for an employee on an approved leave of absence. An interim employee shall have the same rights and benefits of a bargaining unit employee except that said employee shall not have bidding rights and shall not have the right to remain in his/her position upon the return of the employee whom he/she replaces. If the

interim employee has not completed probation for the classification in which he is serving, said employee shall have only the rights and privileges of a probationary employee until completion of probation. Upon the expiration of the leave of absence, or when it is established that the employee on leave will not return to employment, if the Employer determines that a vacancy exists that will be filled, the position will be posted for bid and filled as set forth herein. The interim employee may utilize his/her seniority to bid on the position or any other vacant position once the interim position has been posted and either will be treated as if on layoff or will be terminated, whichever is applicable, if no position is posted.

1.2.6 Temporary Employee - an employee whose employment is for a limited period of time, not to exceed six (6) months. It is not the intent or purpose to use such employees to replace the need for permanent full-time bargaining unit employees.

1.2.7 Intermittent/Casual Employee (sub) an employee who is called in by the Employer to work on an as needed basis.

1.2.8 Days - as used herein, all references to "days" shall mean calendar days, unless the parties specifically designate another definition (such as "work days" which shall be Monday through Friday, or "employee's work days" which shall be consecutive days of scheduled work).

1.2.9 Immediate Supervisor - means that designated supervisor or supervisors to whom the employee directly reports in the course of performing assigned duties. This specifically excludes any other member of management of the Employer who may from time to time give a direct order or work assignment, but who is not designated as the supervisor to whom the employee directly reports.

1.2.9A Supervisor - means any employee in the chain of command including the employee's immediate supervisor and all other supervisory employees who have responsibility, authority or control of an employee.

1.2.10 Work Site - the premises of the Employer at which the Employer assigns employees to perform work tasks, or a location off the Employer's premises at which the Employer assigns an employee to perform work tasks.

1.2.11 Grievance - a complaint by an employee, group of employees, or the Union that there has been a violation, misapplication or misinterpretation of the express terms of this Agreement.

1.2.12 Termination- any permanent separation from active employment.

1.2.13 Pay Period- means the two week period of time running from 12:01 AM Thursday and ending 12:00 Midnight Wednesday, two (2) weeks later. In those instances when employee's shift begins in one pay period and ends in the following pay period, the entire shift shall be included in the previous pay period.

1.2.14 Work Week-Seven (7) consecutive 24 hour periods commencing 12:01 AM Thursday.

1.2.15 Work Day - one 24 hour period of time commencing with the beginning of each employee's assigned shift.

1.2.16 Week- a seven 24 hour day calendar periods of time commencing 12:01 AM Sunday through 12:00 Midnight Saturday.

1.2.17 Qualified - as used herein means an employee possesses those prerequisite skills and abilities as contained in the job description to satisfactorily perform the required duties. It is recognized that the Employer may use standardized testing and/or interviews when determining that an employee is qualified.

1.2.18 Individual - as used in this agreement, the term "individual" refers to individuals who receive services from the Employer's programs.

Section 1.3 It is understood that the preparation of and changes to Job Descriptions fall within the reserved rights of management. Job Descriptions for positions covered by this Agreement will be furnished to the Union in a timely manner reflecting changes therein.

Should a job be substantially changed as to require additional qualifications not contained in the previous job description, or should a new position within the bargaining unit be established, the Employer will establish an appropriate pay level for such position. Such new job description will be furnished to the Union prior to its implementation and, at the request of the Union, the Employer will meet with the Union to discuss the appropriate pay level for such position, providing it is understood that such discussions will not delay the implementation of such position.

Should the Union contend that a new job description has been created by the addition or changing of job duties and/or if no agreement is reached as to the appropriate pay level for a new position, the dispute of the parties shall be submitted to arbitration hereunder, the arbitrator having the authority to set the wage level for the position in question in accordance with the current pay system retroactive to the date the new position and/or change was implemented.

No change in the qualifications for an employee's current position shall disqualify an employee for the position held by the Employee unless the change in qualifications is expressly mandated by law. An employee so disqualified shall be treated as he/she had been laid off from his/her position.

Section 1.4 The Employer agrees to provide the Union with the names, addresses, phone numbers, and classification status of new hires at time of hire and at least quarterly for other bargaining unit employees. Changes in such information for individual employees will be provided to the Union in a reasonable and timely manner. The Employer also agrees to provide the Union with the names and classification status of any interim, intermittent, contract or temporary service provider used to perform work within the Bargaining Unit. Such information will be provided by first class regular US Mail to the official designated address of the Union, or in any other manner as may be mutually acceptable to the Employer and Union.

A seniority list of all bargaining unit employees, listing classifications and employment status, will be furnished to the Union within thirty (30) days from the signing of this Agreement and quarterly

thereafter. The Union or individual employees will have thirty (30) calendar days upon receipt (or posting) of such seniority list to raise questions thereto, after which period such information will be considered as correct in application of the terms and conditions of this Agreement as may be affected by seniority considerations. The Employer agrees to post the Seniority List on the official designated Union bulletin board(s).

The Employer will provide the Union with information concerning all appointments, promotions, transfers into and reclassification within the Bargaining Unit. Such information will also include changes in rates of pay (giving effective dates) as may be affected by such status change. This information will be provided in an appropriate periodic manner as may be mutually acceptable between the parties.

Section 1.5 It is not the intent of the Employer to have supervisors or non-bargaining unit employees perform work which is within the scope of the Bargaining Unit. The parties recognize that supervisors and professional employees may perform Bargaining Unit work. It is not the Employer's intent to use supervisory or non-bargaining union employees to replace or displace Bargaining Unit employees or to avoid recall of laid off employees.

Section 1.6 All time limits herein contained may be extended by written mutual agreement between the Employer and Union.

Article 2 Management Rights

Section 2.1 Management Rights. Any and all rights concerned with the management of the Richland County Board of /DD are the exclusive and sole responsibility of the Employer. The parties agree that the Employer retains all the customary rights, privileges and authority of management, except as abridged, delegated, granted or modified by the express terms of this Agreement, including but not limited to, the following rights: 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 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 operations; d) determine the overall methods, process, means, or personnel by which operations are to be conducted; e) suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees, limited only by the other Articles in the contract; f) determine the adequacy of the workforce; g) determine the overall mission of the Employer as a unit; h) effectively manage the workforce; i) take actions to carry out the mission of the Employer as a government unit; j) to manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed; k) to determine the agency's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes through the use of public or private employees, contracts or other providers; l) to determine the hours of work, work schedules, worksites and to establish the necessary reasonable work rules for all employees; m) to determine when a job vacancy exists, when or if a vacancy is to be filled, the duties

to be included in any job classification, and the standards of quality and performance to be maintained; n) to determine the necessity to schedule overtime and the amount required thereof.

Section 2.2 The Employer agrees to provide the Union with changes in work rules, as may affect the Bargaining Unit, reasonably in advance of their respective implementation. Following such notice and upon request of the Union, the Employer will meet with the Union to discuss any concerns the Union may have regarding such work rules.

Article 3 Union Security

Section 3.1 Dues and Service Fees.

3.1.1 The Employer agrees to deduct any initiation fees, dues, and assessments levied by the Union from the pay of members of the Bargaining Unit upon receipt from the Union of individual signed authorization cards/forms executed by the member for that purpose and bearing his/her signature at time of hiring.

3.1.2 The Employer agrees that employees who are covered by this Agreement who are not members of the Union and who have been employed by the Employer for sixty (60) days or more shall, as a condition of employment, pay a fair share fee not greater than the dues and other fees and assessments paid by the members of the Union. This section of the Agreement is contingent upon the fact that fifty percent (50%) of the Bargaining Unit members have signed dues authorization cards and are having union dues deducted. The fair share fee shall be paid by payroll deduction. The Union agrees to have on file and make available to any employee paying a fair share fee, rules adopted by the Union for regulation of the fair share fee and any rebate procedures.

3.1.3 All authorized deductions and/or fees and assessments will be made from the employee's pay on a regular monthly basis in the first paycheck of the month. All deductions shall be transmitted to the Union by the fifteenth (15th) or within five (5) days of deduction whichever is later of each month in which the deduction is made together with a list of the members of the Bargaining Unit paying such dues and fees by payroll deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

3.1.4 The Union shall indemnify and hold the Richland County Board of DD and any of its agents harmless against any and all losses, costs, expenses, claims, demands, suits and other forms of liability that may arise out of, or by reason of action taken or not taken by the Richland County Board of DD for the purpose of complying with any provisions of the Article, or in reliance on any notice of authorization form furnished under any provisions of this Article.

Section 3.2 Union officials designated by the Union may be granted access to the Employer's premises to administer the provisions of this Agreement upon prior notification and approval of the Director of Human Resources/designee. The Employer agrees to cooperate with the Union in considering requests made pursuant to this provision, and such requests shall not be unreasonably denied.

Section 3.3 The Union will provide a list (and appropriate updates) of its official Stewards at the various work sites of the Employer. The Union may administer this contract through its listed Stewards during non-work time unless mutually agreed to by the Union and the Employer. The Employer understands that the investigation of some grievances may require limited work time involvement of Stewards. Such involvement shall not jeopardize the operation of the agency. It is the intent of the parties to cooperate in giving notice of the intent to investigate by Stewards. In addition, should management schedule a meeting, such Steward will be paid as part of the Steward's normal work schedule, to the extent such hours overlap the Steward's assigned work time. Stewards shall not suffer a loss of pay or benefits for their participation in such work time activities.

3.3.1 Stewards will be allowed to post and utilize one bulletin board no more than two feet by three feet (2' X 3') in size at each of the Employer's buildings in which Bargaining Unit members work. All Union notices which appear on such bulletin boards shall be signed, posted and removed by the Stewards with prior approval of the Human Resources Director/designee.

3.3.2 Upon twenty-four (24) hours notice, (except in emergency situations or upon mutual agreement) each employee, with the presence of a Union representative (if requested) and also in the presence of a designated Employer representative (if so desired), will be entitled to view his/her personnel file. Copies of discipline and/or performance evaluations so contained will be provided to the employee if requested at no cost to the employee. Copies of all other file material will be provided if requested at a pre-paid cost of \$0.10 per page. Upon viewing the file, an employee may submit written positions concerning any material so contained that he/she does not believe is appropriate, and such written position statement will be included in the affected file for as long as the disputed subject matter remains therein.

Article 4 No Strike - No Lockout

Section 4.1 The Union and the Employer recognize the nature of the service furnished by the Richland County Board of DD and the importance of its responsibility to render continuous service to the public in providing proper treatment and care for individuals, and that nothing should interfere that would prevent Richland County Board of DD from providing this continuous service.

Section 4.2 The Union recognizes that procedures have been provided in this Agreement for the equitable settlement of grievances. Therefore, the Union and its members agree that neither will call, engage in, participate in, or sanction any strike, sympathy strike, stoppage of work, picketing of the facilities, sit-down, sit-in, boycott or interfere with the conduct of the facilities' service for any reason whatsoever nor engage in any other activities that may disturb or interfere with the welfare of individuals or operations of the facilities.

Section 4.3 The Employer shall have the right to discharge any employee participating in such interferences. The Union shall have recourse to use the Grievance Procedure in such matters.

Section 4.4 The Employer agrees that it will not lock out any of the Bargaining Unit employees during the term of this Agreement.

Article 5
Non Discrimination

Section 5.1 No employee shall be discriminated against because of any Union activity or lack thereof, each party recognizing the rights of individuals to participate or not to participate in Union affairs or membership.

Section 5.2 All references to employees in this Agreement shall be deemed to designate both sexes, and wherever a specific gender is used herein, it shall be construed to include both male and female.

Section 5.3 Pursuant to the provisions of the Americans with Disabilities Act (ADA), the parties mutually recognize their respective obligations to provide a reasonable accommodation to employees who qualify under the ADA for such consideration in order to permit employees to perform the essential functions of their jobs. The Employer retains the right to directly discuss with employees eligible for the ADA consideration job restructuring, job assignment and/or reassignment, modified work schedules, use of adaptive equipment and devices, and otherwise take steps to fully comply with the terms of the ADA. The Employer agrees to discuss with the Union any actions that it would undertake to comply with ADA that would modify, suspend or alter in any way the terms and applications of the provisions of this Agreement. Further, the Employer agrees not to implement any action to comply with the ADA that would modify, suspend or alter in any way the terms and application of this Agreement without notifying the Union prior to the implementation of such action, provided any such action by the Employer shall not be subject to review under the grievance/arbitration provisions of this Agreement.

Article 6
Probation/Training Periods

Section 6.1 Newly hired employees shall be on a probation period for the first one hundred twenty (120) days of their employment, during which time they may be terminated at will by the Employer without redress to applications of the grievance/arbitration provisions of this Agreement. Once a new hired employee passes this probation period, his/her seniority will commence from the initial date of employment.

Section 6.2 Newly hired employees will receive any paid Holidays as may occur during their new hire probation period, but all other benefit entitlements (such as vacation, sick pay, medical insurance coverage, etc.) will commence upon the successful completion of their new hire probation period, excluding any mutually agreed upon extensions thereof between the Employer and Union. Nothing herein prohibits the parties from mutually agreeing to an extension of a new hire probation period when circumstances so warrant, however such extension will not delay commencement of benefits entitlement where appropriate but will continue the right of the Employer to terminate at will pursuant to Section 6.1, above. When a probationary employee is on leave of more than seven (7) work days, his/her probationary period shall automatically be extended for the period of the leave. Such extensions will not delay commencement of benefits entitlement where appropriate but will continue the right of the Employer to terminate at will pursuant to Section 6.1, above. Employees will be apprised of their progress during their new hire probation period as well as their employment status as employees at will during such time.

Section 6.3 As may be required or necessary for the specific position being filled, the Employer may require pre-employment medical examinations and/or drug testing, the costs of such to be paid by the Employer.

Section 6.4 At the time of hire, potential employees will be advised that a Union Agreement exists and they will be further advised that a Union representative will have access to meet with them during nonwork hours to explain Union membership and available benefits. The Union will provide copies of a collective bargaining packet to be provided to the employee upon hire.

Section 6.5 The Employer agrees to provide to the Union appropriate information regarding new hires which shall include respective names, classification, location, date of hire, employment status, and rate of pay. This information will be provided directly to the designated Chief Steward Bargaining Unit member for the Union, or designee within thirty (30) calendar days.

Section 6.6 If an employee quits or is terminated during the new hire probation period and is later rehired, he/she shall be considered as a new employee pursuant to Section 6.1, above.

Section 6.7 Employees who are promoted or reassigned to a new or different classification within the Bargaining Unit shall serve a training period of one hundred twenty (120) calendar days during which time the employee shall receive normal orientation and training.

If the employee fails to successfully complete said training period, such employee and other employees affected shall be returned to their former positions.

Article 7 Grievance Procedure

Section 7.1 A grievance must be filed in writing not later than ten (10) days following the incident which gave rise to the grievance, or not later than ten (10) days from the time the affected employee or Union reasonably became or should have become aware of its occurrence. Untimely processing of grievances by the Union at any time during the grievance procedure will result in dismissal of the grievance. Untimely processing by the Employer will result in sustaining the grievance.

Grievances regarding suspensions or discharges and class action grievances shall be filed in writing at Step 3 with the Superintendent/designee by the employee, the Steward or the Union within five (5) work days of knowledge of the event giving rise to the grievance. In such cases, a meeting shall be held as arranged between the Union and the Superintendent/designee at a mutually convenient time within ten (10) calendar days of the filing of the grievance.

All other grievances shall be processed as hereinafter set forth.

7.1.1 Step 1. Within ten (10) days following the incident which gave rise to the grievance, or not later than ten (10) days from the time the affected employee or Union reasonably became or should have become aware of its occurrence, the grievant or the Union will reduce the grievance to writing, setting forth the facts of the grievance, the specific provision of the contract violated, and the remedy sought, sign the grievance form, which then will be presented to the employee's immediate supervisor, with a copy provided to the Division Director. The supervisor will investigate the grievance and meet with the employee within ten (10) days of receipt of the grievance. The

supervisor will respond, in writing, within ten (10) days of the meeting. If the grievance is denied, the grievant or Union may process the grievance to Step 2.

7.1.2 Step 2. If the grievance is denied, the grievance may be processed to Step 2 within ten (10) days of the receipt of the written answer by filing an appeal to the Division Director/designee. A meeting will be held within fifteen (15) days to be arranged at a time mutually agreeable with the Union and the Employer. The Division Director/designee will respond to the employee and the Union in writing with the position of the Employer within ten (10) days of said meeting.

7.1.3 Step 3. Not later than ten (10) days following receipt of the Step 2 grievance denial, the grievance may be processed to Step 3 by serving notice upon the Superintendent/designee. The Superintendent/designee within ten (10) days shall either give a written response to the grievant and the Union, or request a meeting on the grievance. If a meeting is called, the meeting will be arranged between the Union and the Superintendent/designee within ten (10) days of the request. The Superintendent /designee shall give a written response to the grievant and the Union within ten (10) days of the meeting.

Section 7.2 Not later than twenty (20) days, following receipt by the Union of the Step 3 answer of the Employer, the Union will advise the Superintendent/designee in writing whether or not it intends to process the grievance to arbitration. Receipt by the Union of the Step 3 answer is proven by return receipt of certified mail, or by confirmation of the sending of a FAX to the Union.

7.2.1 An impartial arbitrator shall be mutually agreed to within five (5) working days by the designated representative of the Union and the designated representative of the Employer. In the event mutual agreement on an arbitrator cannot be reached within the above period, the grievance shall be submitted to the Cleveland Region of the American Arbitration Association and both parties agree to abide by the Voluntary Rules of the American Arbitration Association. The arbitrator shall be empowered to rule on all grievances which cannot be amicably settled. Cost of arbitration shall be borne equally by the Union and the Employer. The expenses of any witnesses shall be borne by the party calling them. The fees of a court reporter shall be borne by the party asking for one. If only one party demands a court reporter, the other party shall be liable only for the costs of the portions of the transcript as that party may order.

7.2.2 No arbitrator shall have any right to change, add to, subtract from, or modify any of the terms of any written agreement existing between the parties. In discipline cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline and to provide or decline to provide a remedy to the grievant.

The decision of the arbitrator shall be final and binding on both parties.

Section 7.3 The above time limits may be extended by mutual agreement of the parties.

Article 8
Seniority

Section 8.1 For all purposes under this Agreement, seniority shall be defined as total continuous service in the employment of the Employer from the last date of hire.

Continuous service as applies to seniority shall be considered broken for the following reasons:

- a) Failure to return from an approved leave of absence at the conclusion of such leave, unless satisfactory reasons can be presented as to why the employee was unable to return within the allotted time and could not provide advance notification in such regard;
- b) Resigns or is terminated for just cause;
- c) Is laid off and not working for more than one (1) year;
- d) Fails to report to work or make acceptable arrangements to report to work when laid off within fourteen (14) calendar days from receipt of a recall notice from the Employer, sent certified mail, return receipt requested (or by an alternate recall procedure as may be mutually acceptable between the parties). It is understood that the employee has the affirmative obligation to keep both the Employer and the Union informed as to current address since failure to reach a laid off employee in a reasonable manner could result in loss of seniority rights if the affected individual fails to respond.
- e) After three (3) years of absence due to occupational or non-occupational disability.

Section 8.2 Provided the applicable employee is qualified, the principle of seniority will be used in determining the application of benefits in this agreement. For example, if a conflict exists over the number of employees that may take a contractual benefit at the same time, the most senior qualified bargaining unit employee will receive the benefit. In situations involving promotion or reassignment, the Employer will hire the most qualified applicant for a position. Seniority will be given significant weight in the Employer's decision but will not be the primary factor where other objective criteria demonstrate that a junior employee has greater qualifications.

Article 9
Job Postings/Vacancies

Section 9.1 When the Employer determines that a vacancy exists, the Employer shall fill said vacancy in the following order:

1. Management may consider requests for lateral reassignment within classification and/or make lateral reassignment within classification. Persons so reassigned shall not be subject to a new probationary period.
2. The resulting vacancy will be posted for bid as set forth herein.

All applications will be accomplished first on a department by department basis, then on an agency wide basis. Departments will be constituted as follows (except for purposes of layoff and recall): Residential (by facility), Industries - Adult Services, Operations, Transportation. When qualifications are equal, seniority will govern.

No positions within the Bargaining Unit shall be filled until position postings as described herein are accomplished first from within the affected department and second within the Bargaining Unit.

While vacancies will first be filled from among qualified Bargaining Unit bidders within the department, the postings within the department and the agency shall be simultaneous. The Employer may take its evaluation of bidders utilizing reasonable and fair methods of evaluation which may include, but are not limited to, standardized tests and interviews.

Example: If qualified Bargaining Unit persons from the residential department bid on a residential position, the position would be granted to the most qualified Bargaining Unit bidder from the residential department. If there is no qualified Bargaining Unit residential bidder and there are qualified bidders within the Bargaining Unit within the agency, the position would be granted to the most qualified Bargaining Unit bidder within the agency.

Example: If a two year employee from the department is minimally qualified and there is a more qualified and more senior employee within the Bargaining Unit, the vacancy will still be filled from within the department.

When a position is posted for bid within the Bargaining Unit and the process for selection of the most qualified Bargaining Unit applicant within department (or within Bargaining Unit if there is no qualified Bargaining Unit employee within the department) is completed, the position will be awarded to said employee within fifteen (15) work days of the completion of the selection process, but not later than thirty (30) days following the close of the posting period. The Employer, however, may elect not to fill a position which was posted if there exist bona fide operational or budgetary reasons for failing to do so. In such cases, qualified bidders and the Union will be notified of the reasons for the failure to fill the vacancy. In no case will a position that is so withdrawn continue to be staffed on an interim basis. If a vacancy becomes available in the same classification within one (1) year, all qualified bidders for the initial vacancy will be contacted and asked if they still seek the vacancy.

Section 9.2 All non-probationary, Bargaining Unit employees shall be eligible to bid on posted vacancies. When Bargaining Unit positions become available, the Employer agrees to post such positions for bid on designated bulletin boards at each facility which are available for all employees to view. Such postings shall be dated and shall contain the job description, the status (full or part-time), the pay range and the minimum qualifications for the position. Such positions will be posted in all locations for seven (7) days, during which time interested employees will make formal application in the manner indicated in the posting. Copies of all such postings will be provided to the Union within forty-eight (48) hours of posting.

The employee awarded the position as set forth above will serve a training period, of one hundred twenty (120) days. If the employee does not successfully pass the training period the employee will

be returned to his or her former position. Such employee will be prohibited from bidding on any posted vacancy in the same classification for six (6) months from his or her date of return to his or her former classification.

Article 10 Layoff and Recall

Section 10.1 In the event it becomes necessary to lay off Bargaining Unit employees for any reason including but not limited to a lack of work or funds, or reorganization, employees within the affected department and within the affected classifications will be laid off in the inverse order of seniority - i.e., the least senior employee within the classification and department will be the first laid off. However, before Bargaining Unit employees are affected, the Employer will first lay off non-bargaining unit employees within the same department and classification, in the following order: 1) all temporary employees; 2) interim and seasonable employees; 3) employees still on their new hire probation period. A Bargaining Unit employee who is laid off or has his position abolished shall have the right to move into any other position within his/her job classification and department to which his/her seniority and qualifications allow by displacing a less senior employee, who in turn will be afforded a similar opportunity. If no position is available via this procedure within the same classification and department, an affected employee may then exercise seniority rights to bump the least senior employee in a lower job classification within the classification series whose position he/she has the qualifications to perform, which displaced employee in turn will be afforded lay off rights as described above. For purposes of this Article, Residential will be considered as one (1) department.

“Qualified” as used for bumping as described above means the employee possesses the necessary prerequisite skills and abilities to perform the required duties within a reasonable period of time, being afforded standard orientation and/or training. However, it is understood that formal job training, as would be provided during a probation period for a successful bidder, is not provided in situations of layoff. If an employee cannot reasonably perform the required duties of the position he/she bumped into after the one hundred twenty (120) day training period, as defined in Section 6.7, such employee will be considered as not qualified and will be again afforded additional bumping rights as described above. Employees replacing individuals in a lower pay level will be paid at the rate of the new position into which he/she bumped.

Recall from layoff shall be to the senior qualified employee on layoff status i.e., either laid off or displaced and working at another position from that originally held prior to affecting layoff procedures. No position shall be posted for bid without first recalling qualified Bargaining Unit employees who have recall rights to said position by virtue of having held such position either prior to or during affecting layoff procedures. An employee shall be considered to have recall rights to a position unless he/she refuses recall when offered or is the successful bidder to another position which has a higher base rate of pay than the position from which they were laid off.

Article 11
Hours of Work

Section 11.1 The Employer will communicate a schedule of hours for each employee. Similarly, the Employer will notify the Union of changes to these schedules. Residential department work schedules will be posted.

Section 11.2 Time away from job responsibilities may be scheduled as close to the middle of a full-time employee's daily work schedule as possible, subject to the needs of the Department and area. It is the goal of the Employer to provide each employee scheduled to work a shift of six (6) or more consecutive hours with not less than thirty minutes of paid time away from job responsibilities during each work day. Employees shall remain on the premises of their worksite during such time away from job responsibilities. Any employee whose job includes direct individual supervision may be required to forego this daily time away from job responsibilities in order to eat with or otherwise supervise individuals during this period. The Employer will make every good faith effort to comply with Section 11.2 and 11.3.

Section 11.3 Each supervisor shall have the discretion to schedule up to two fifteen minute paid break periods during the shift of each employee scheduled to work a shift of six (6) or more consecutive hours. Generally, one break for each full-time employee may be scheduled during the first half of the work day, and one break may be scheduled during the second half of the work day. Such breaks may not be scheduled to adjoin the beginning or end of a shift or the time away from work responsibilities set forth in Section 2 above. Employees shall remain on the premises of their worksite during such break periods. Supervisors shall have discretion in scheduling these break periods provided that such break periods shall not be unreasonably withheld.

Section 11.4 Overtime will be paid at the rate of time and one-half (1.5) times an employee's straight time rate of pay for all hours actually worked in excess of forty (40) hours per week.

Section 11.5 Employees shall not accrue compensatory time.

Section 11.6 It is the goal of management to distribute additional work hours as equally as possible to those qualified employees working within the same classification. When the Employer determines that it has insufficient numbers of employees to work additional work hours, the Employer shall seek volunteers to cover the overtime on an ongoing, rotating basis. If no qualified employees volunteer to cover the overtime hours, the Employer may require qualified employees to work such additional work hours on an ongoing, rotating basis. Refusal to work required additional hours may result in discipline. The Employer will consider personal and compelling reasons given as to why an employee cannot work any requested hours.

Section 11.7 Any employee called back into work for hours not previously scheduled shall be guaranteed a minimum of two (2) hours work or pay in lieu thereof, at the employee's regular rate of pay. Call back pay shall not apply to hours which are contiguous to the beginning or the ending of an employee's scheduled work hours. Employees who report for work as scheduled and who are subsequently sent home because work is not available shall be paid a minimum of two (2) hours pay.

Section 11.8 When the Employer determines that operations will be closed or delayed, in whole or in part, due to weather or other circumstances, notification shall be disseminated by radio, in addition

to attempting to call affected employees when feasible. Employees are required to report for work unless notified otherwise by any of the above means. The Employer specifically reserves the right to require employees to work notwithstanding closure of any portion of the agency. Employees failing to appear for work as scheduled on such days may be subject to discipline.

When the Employer determines that operations are to close early due to weather or other circumstances, employees may be contacted and expected to report at a different time from their regularly scheduled work hours and to complete their assigned duties. If the Employer requires make up hours, employees affected shall be compensated at their regular rate of pay for such make up work.

Section 11.9 Maintenance employees in the Operations/Transportation department, who are called in to work hours beyond the forty (40) hours for which they are paid, shall be paid a premium of one and one-half (1 and 1/2) hours for each hour worked in that extended on-call shift. This payment shall not be in addition to any overtime due.

Article 12 Union Leave

Section 12.1 Seniority employees duly elected or designated to serve in an official capacity on behalf of the Union will be granted up to-thirty days (30) without pay per calendar year for union leave in order to carry out such official duties when such requires absence from work. These absences shall be used to attend training sessions, safety seminars, legislative and educational conferences, and national conventions.

The Union agrees to provide at least thirty (30) working days notice of intent to use this provision and further agrees that no more than two employees per shift and site will be off at any one time in application of this provision. The Union agrees to cooperate with the Employer to minimize the impact this leave may have on the work force. Employees who take this leave will be returned to their positions at the end of such leave without loss of seniority or benefits.

Section 12.2 An employee who is elected or appointed to serve in a full time position of the Union will be granted a union leave of absence during which he/she may return to active employment upon notification to the Employer of intent to do so. Such employee shall be returned to their respective position and shift at the end of such leave. If the position no longer exists, such employee will be afforded bumping rights pursuant to Articles 9 and/or 10. Employees on such leave will not accumulate any benefits except seniority.

Article 13 Military Leave

Section 13.1 The parties recognize their legal obligations toward any employee who is or becomes a member of the armed forces or of a reserve force of the United States or State of Ohio and who is ordered by the appropriate authorities to attend training programs or perform other duties under the supervision of the United States or the State of Ohio. Pursuant to R.C. § 5923.05(A), bargaining unit employees who are members of the Ohio organized militia or members of other reserve departments of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of

absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for periods of up to one month, for each calendar year in which they are performing service in the uniformed services. In this regard, one (1) month means twenty-two (22) eight (S) hour work days or one hundred seventy-six (176) hours within one (1) calendar year. If a bargaining unit employee who is entitled to the leave authorized under R.C. § 5923.05(A) and Section 13.1 of this Agreement is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the Governor pursuant to R.C. § 5919.29, the Employer will grant such employee, during the period designated in the order or act, a leave of absence and payment, during each monthly pay period of that leave of absence, of the lesser of: (1) the difference between the employee's gross monthly wage or salary as an employee with the Employer and the sum of the employee's gross uniformed pay and allowances received that month; or (2) five hundred dollars.

Section 13.2 Employees returning from leave described in Section 13.1, above, shall be entitled to reinstatement rights pursuant to applicable federal and state statutory law.

Article 14 Subcontracting - Job Abolishment

Section 14.1 The Employer will not subcontract work for the sole purpose of laying off bargaining unit employees.

Section 14.2 No subcontracting will be implemented without prior discussion with the Union of the effects of the Employer's decision and without the Union having an opportunity to develop and present reasonable alternatives.

Section 14.3 The Employer shall discuss any proposed layoffs or job abolishments with representatives within two weeks of the time such measures were first considered. If the union requests a meeting with respect to such action, the Employer will expeditiously meet to discuss such matters, but such meeting will not limit its reserved rights or limit any possible job abolishment action. The Employer will consider in good faith the alternatives proposed by the Union which are presented in a timely manner.

Article 15 In-Service Meetings

Section 15.1 Employees will be paid their regular rate of pay for all hours spent attending required in-service meetings and such required time shall be considered as hours worked "for the purposes of overtime". The call back provisions of this Agreement shall be applicable to In-Service Meetings only if the Employer does not provide the opportunity to the employee to attend the In-Service Meeting during work hours or contiguous hours.

Section 15.2 Voluntary In-Service Meeting attendance shall be compensated at straight time if payment is approved by management in advance.

Section 15.3 Notwithstanding Section 11.7 of this agreement, in the event that an employee is called back to work for the purpose of receiving training during hours not previously scheduled, the employee will be guaranteed a minimum of one (1) hour pay, at the employee's regular rate of pay. This call back pay for training purposes shall not apply to hours of training which are contiguous to the beginning or the ending of an employee's scheduled work hours.

Article 16 Wages

Section 16.1 A salary range for each classification is hereby established. These ranges are determined by using the starting and maximum salaries applicable to each classification under Section 16.1 of the parties' 2004-2006 collective bargaining agreement at the time of the expiration of that agreement. From time to time, the Employer may perform a salary study to confirm the appropriateness of the existing salary ranges for bargaining unit employees. The Employer may adjust the salary ranges of bargaining unit employees based on the results of this salary study. Prior to making any changes in these salary ranges, the Employer will provide a copy of the salary study addressing bargaining unit salaries to the Union and advance notice of any changes to the bargaining unit salary ranges which the Employer determines to be necessary based upon the study results.

Bargaining unit employee wage increases shall be at the discretion of the Superintendent and the Board, provided that such increases are given in the same percentage or other manner as any annual or across-the-board increase given to non-bargaining unit employees.

An employee who is ineligible for an annual wage increase because he/she has reached the top step of the applicable salary range is entitled to an annual bonus payment equal to a percentage of the employee's base salary of the top rate of the applicable range of the salary schedule. The percentage will be the same as that established for annual wage increases granted to other eligible employees who are not at the top rate of the applicable range of the salary schedule. This annual bonus payment does not increase or compound the employee's base salary in any way. These bonuses will be paid on a lump sum basis as of January 1 of each year.

Section 16.2 All Habilitation technicians working second shift at Raintree and Workshop Specialist II's at Longview shall receive a shift differential of \$.50 per hour. The shift differential applies only to employees who are scheduled to work and does not apply to individuals who are attending training.

Section 16.3 Employees who bid or transfer into another Bargaining Unit classification shall receive the first step which does not result in a reduction in pay. This provision does not apply to an employee who moves to a classification of a lower level than the classification he or she was in at the time of the bid or transfer. In such a situation, the employee's placement on the salary range for the new classification will be determined by reducing the employee's salary to an extent determined by the ratio between the starting salary of the former classification and the starting salary of the new classification.

Article 17
Mileage Allowance

Section 17.1 Any time an employee is required to use his/her personal vehicle for the performance of assigned job duties for the Employer, other than reporting to and returning from principal work site, he/she shall receive a mileage allowance at the highest rate afforded any employee under Board Policy. Employees will be provided an expense report form on which to list the appropriate miles for which he/she is to be reimbursed. Mileage allowance will be paid the following disbursement processing period following submission of an expense form.

Article 18
Vacation Leave

Section 18.1 Once a full-time employee has completed one year of employment with the Employer or any political subdivision of the state, the employee will have earned and may use vacation leave in accordance with the provisions of this article. The amount of vacation leave accrued during a year is based on the employee's years of service, as follows:

- A. After one (1) year, but less than eight (8) years: eighty (80) hours of vacation leave per anniversary year.
- B. Eight (8) years, but less than fifteen (15) years: one hundred and twenty (120) hours of vacation leave per anniversary year.
- C. Fifteen (15) or more years, but less than twenty-five (25) years: one hundred and sixty (160) hours of vacation leave per anniversary year.
- D. Twenty-five (25) or more years: two hundred (200) hours of vacation leave per anniversary year.

Vacation leave is earned during the time the employee is on active pay status. The vacation leave of part-time employees and full-time employees who render any standard of service other than forty hours per week, or who are in active pay status for less than eighty hours or the number of hours otherwise accepted as full-time, accrue vacation leave on a prorated basis.

Section 18.2 Days specified as holidays in Article 19 of this Collective Bargaining Agreement will not be charged to an employee's vacation leave.

Section 18.3 Vacation leave shall be taken by the employee during the year in which it accrued and prior to the next recurrence of the anniversary date of the employee's employment. In special and meritorious cases, the Employer may exercise discretion and permit an employee to accumulate and carry-over vacation leave to the following year. No vacation leave shall be carried over for more than three years. All employees shall have the option to cash out all unused current year vacation leave. Vacation leave cashed out shall be paid during the month of January.

An employee is entitled to compensation, at the employee's current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to the employee's credit at time

of separation, and in addition shall be compensated for any unused vacation leave accrued to the employee's credit, with the permission of the Employer, for the three years immediately preceding the last anniversary date of employment.

Section 18.4 In the case of an employee's death, the unused vacation leave and unpaid overtime to the credit of the employee shall be paid in accordance with O.R.C. Section 2113.04, or to the employee's estate.

Section 18.5 An employee wishing to use accrued vacation leave shall make such request prior to October 1 of the year prior to the year in which such vacation leave is to be taken. Such requests will be honored by seniority order within the department, work location and classification, i.e. the senior employee in the classification at a work location will be given first consideration for requested vacation leave. The Employer shall post a vacation schedule by November 1 of each year.

18.5.1 For any request made after October 1 for use of vacation leave equivalent to one week or more, the employees shall notify his/her immediate supervisor in writing at least two (2) weeks in advance of the requested time off. The supervisor shall sign and date a copy of the request. Requests made pursuant to this sub-section shall be honored on a first come first serve basis, and a response to such request will be made within three (3) work days after the request was made, otherwise it will be considered that such request was granted.

18.5.2 Where an employee requests and is approved for vacation leave, and subsequently requests an unpaid leave of absence for which vacation leave would normally be required to be taken, such employee must submit in writing his/her intention to reserve such approved vacation time without being required to first use that vacation leave prior to taking unpaid leave. If the approved vacation leave occurs during the employee's unpaid leave, such vacation will be rescheduled upon receipt of the employee's written request in such regard, which request must be received within the first calendar week of his/her return to work from such leave. All employee requests for unpaid leave must be submitted to the applicable Director.

18.5.3 Vacation leave requests approved prior to or after February 1st will be effective only for the shift and job site the employee was working when the vacation leave request was approved. In the event that the employee transfers to another shift or job site after the vacation leave request is approved, the Employer reserves the right to re-evaluate the request based on factors relevant to the new shift or job site.

Section 18.6 When the Employer is presented with more vacation leave requests for the same day(s) off than it can reasonably accommodate, the following shall determine the order in which such requests shall be considered:

18.6.1 Timely requests made pursuant to Sections 18.5 of this Article shall be determined on the basis of Bargaining Unit seniority.

18.6.2 Requests made with less than the minimum notice requested in Section 18.5 of this Article, or after October 1 as set forth in Section 18.5.1 of this Article shall be determined on a first come first serve basis. Therefore, all written requests will be marked with the time submitted by the employee and received by the immediate supervisor, the earliest of which will be used.

18.6.3 If a vacation request pursuant to Section 18.6 and 18.6.1 is denied and such denial would otherwise result in the forfeiture of vacation leave, such vacation leave requested shall not be forfeited but shall be paid prior to the end of the calendar year.

Section 18.7 Vacation leave used by an employee is considered non-work time for purposes of calculating overtime pay or accrual.

Section 18.8 Vacation leave pay shall be based on the employee's regular straight time hourly rate and scheduled hours on the date for which the vacation leave is taken.

Section 18.9 Upon the effective date of this collective bargaining agreement, each employee's existing PTO balance will be placed and maintained in a bank for use as sick leave in accordance with the provisions contained in the sick leave article (Article 35), except that up to ten (10) days of banked time can be used as vacation leave in accordance with the provisions contained in the vacation, article (Article 18).

Section 18.10 Employees are precluded from using sick leave for any period for which the Employee has previously requested vacation leave and had the request denied.

Article 19 Holidays

Section 19.1 The following dates are recognized as holidays:

New Year's Day	Martin Luther King
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Columbus Day
Thanksgiving	Christmas

In addition to the above mentioned holidays, all Administrative Days granted to other Agency employees will be treated as holidays for purposes of this Bargaining Unit.

Full-time employees are entitled to pay for these holidays for the number of hours of their normal shift assignments.

Section 19.2 All facilities requiring holiday scheduling will be scheduled in accordance with seniority unless all employees in the facility agree to self-scheduling. An employee who works on a holiday will be paid time and one half for each hour actually worked. In the case of full-time employees, this pay is in addition to the holiday pay for which full-time employees are eligible under Section 19.1. Employees who are scheduled to work on a holiday will receive pay for that holiday only if they actually work on that holiday, and work their last scheduled shift prior to and their next complete scheduled shift following the holiday.

Section 19.3 If any of the holidays listed above fall on Saturday, the Friday immediately preceding shall be observed as the holiday. If any of those holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. If an employee's work schedule is other than Monday

through Friday, the employee is entitled to holiday pay for holidays observed on the employee's day off regardless of the day of the week on which they are observed.

Article 20
Abuse/Neglect

Section 20.1 All Employees shall comply with applicable policies, rules and laws regarding the prevention and reporting of abuse and neglect.

Article 21
Health, Welfare and Pension

Section 21.1 The Employer agrees to offer health, medical, and dental insurance to Bargaining Unit employees for the duration of this Agreement as such insurance is offered to all other employees of the Employer.

The County and/or the Board may change the insurance program/plan during the term of this Agreement. In such an instance, the insurance provided to the Bargaining Unit employees will be the same as offered to all Agency employees.

Section 21.2 Employees will pay the same percentage of the respective monthly premium as all other Agency employees.

Section 21.3 Employees not wishing to participate in the County Health Insurance program may, pursuant to the Third Party Administrator's guidelines and rules, Buy-Out. Employees who Buy-Out will be paid \$1,000 annually in lieu of health insurance coverage from the county.

Section 21.4 The Employer agrees to continue to provide term life insurance and AD&D at no cost to the employees as follows: full-time \$20,000 with AD&D; part-time \$10,000 with AD&D.

Section 21.5 If the premium rates charged to the Employer for health coverage is decreased (actual cost to Richland Newhope goes down), then the parties shall share the savings in the same percentage as specified in Section 21.2.

Article 22
Court Leave/Jury Duty

Section 22.1 In the event that Jury duty conflicts with an employee's work hours, the Employer shall grant paid leave for those hours served on jury duty when the employee is subpoenaed for such duty by all courts of the United States.

- a. Proof of subpoena issuance must be provided by the employee.
- b. Fees, other than expense payments, received by the employee for jury duty must be remitted to the Human Resource Department within seven (7) calendar days of receipt. Such fees need only be considered for remittance if said fee was paid for duty that conflicted with normal working hours.

- c. If the fee received for such duty exceeds the normal pay received by the employee, he/she is to contact the Human Resource Department to work out the Agency reimbursement to the Employer.
- d. Should an employee be dismissed early from jury duty, he/she shall contact their immediate supervisor to arrange for their return to work.

Employees may apply for vacation leave or personal leave for court appearances.

Article 23 Miscellaneous Provisions

Section 23.1 Each employee, with or without a Union Steward if so determined, shall have prompt access to his/her personnel file as kept and maintained by the Employer upon making a request to the Human Resources Department. An employee shall receive a copy of any job related offense before it is placed into his/her file, and failure to provide such copy will render such alleged offense null and void until such copy has been served on the employee. Service is complete when the Employer either hand delivers such document or places such document in the mail via certified mail, return receipt requested to the employee's last address on file with the payroll department. Any dispute as to the accuracy or completeness of information so contained in his/her personnel file shall be grounds for the employee to submit a position in writing, which shall be included with the disputed portion of such file and provided to any party with appropriate authority to access the contents of that file. It is the employee's responsibility to review the contents of his/her personnel file and to determine whether written rebuttal is warranted.

All records of discipline shall be maintained in accordance with the provisions of Section 24.3.

Section 23.2 Employees may make and receive emergency personal phone calls with notification to the employee's supervisor.

Section 23.3 Reasonable reimbursement requests for eyeglasses, hearing aids and any personal clothing items that are damaged by individuals during the performance of required duties may be submitted. Such damage must be reported to the employee's supervisor no later than the end of the shift. Employees may be required to provide proof of such alleged monetary loss before reimbursement is made.

Section 23.4 Beverages and/or snacks will be allowed within designated areas and available to employees.

Section 23.5 All employees shall use the designated time clock and/or time sheet that is provided by the Employer pursuant to Board policy. If an employee reports to his/her supervisor that he/she has erred in using the time clock or that the time clock did not function properly, the Employer will investigate the situation and, if appropriate, correct the error or malfunction. It is not the intention of this provision to deny employees payment for time actually worked.

Section 23.6 The current practice of receiving pay checks, or in authorizing in writing another to receive said pay check on behalf of an employee, shall continue for the duration of the Agreement. Errors in pay checks which are reported to the Employer will be corrected as quickly as reasonably possible in order to provide the affected employee with the appropriate salary due in a timely manner.

No deductions shall be made from an employee's pay check unless authorized by law. No employee shall be subject to discipline as a result of one garnishment of wages per calendar year for any reason, nor for declared personal bankruptcy.

Article 24 Discipline

Section 24.1 Discipline. No form of disciplinary action will be taken against any non- probationary Bargaining Unit member except for just cause. This standard does not apply to discipline of probationary employees.

Section 24.2 Union Stewards will be contacted when the Employer intends to implement formal discipline against an employee in the Bargaining Unit or when the Employer has a reasonable basis to believe that discipline may be imposed upon an employee in the Bargaining Unit. Unless the affected employee gives written waiver of his/her intent not to have a Steward present in meeting(s) with management, no such meeting(s) will proceed until a Union Steward has been notified of the time and place of the meeting and has been given at least one (1) hour to have a Steward in attendance. However, if a serious allegation exists concerning possible harm to persons or property, the Employer may immediately place the affected employee on Administrative Leave and remove such employee from the premises without conducting such meeting. Serious discipline involving discharge or suspension will be reduced to writing, stating the offense and discipline being imposed, and furnished both to the Steward and affected employee(s) at the time of such discipline meeting. If an employee is being suspended without pay pending investigation, such formal notice will also be in writing and will contain the nature of the offense and a summary of all related facts derived from any investigation. In the absence of a formal discipline meeting, this notice will be provided to the Union and affected employee(s) within 24 hours of the employee being suspended without pay pending investigation. Grievance time limits will commence from receipt of such written notice by the affected employee(s). Delivery may be made by hand delivery or certified mail, return receipt requested. Refusal or failure to accept delivery of certified mail shall constitute receipt.

If an informal discussion could lead to the employee being disciplined or terminated, the employee may respectfully request that his/her Union Representative or Steward be present at such meeting. At that time, the Employer shall cease any such discussion with the employee until the Union Representative or Steward is present. The employee has the right to not answer any question without representation. This section does not prevent the Employer from routinely discussing matters that will not lead to discipline without the involvement of a Steward.

Section 24.3 An employee will be provided a copy of any discipline, exclusive of discharge action, by certified mail, return receipt requested, before it is placed in his/her personnel file. If an employee refuses delivery of such copy, the return receipt will be placed in the employee's personnel file along with the disciplinary document. For purposes of progressive disciplinary action, the following tracks shall be used to record discipline: tardiness, occurrence, and all other violations. Each track shall

proceed in accordance with progressive discipline independently. When an individual track reaches that level of progressive discipline where an employee would receive a suspension of more than three (3) days, the tracks shall merge together for purposes of future progressive discipline.

Records of disciplinary action shall cease to have force and effect for purposes of reasonable progressive disciplinary action according to the following schedule provided there is no intervening discipline:

- (a) For written reprimands, eighteen (18) months after the effective date of the reprimand.
- (b) For disciplinary suspensions of three (3) days or less, twenty-four (24) months after the effective date of the suspension.
- (c) Disciplinary suspensions of more than three (3) days, reductions, and removals shall never cease to have force and effect.
- (d) Any discipline imposed due to offenses involving individuals and/or against another employee shall never cease to have force and effect.

Section 24.4 An employee must sign a corrective action document submitted to the employee for acknowledgment of its existence. Such signature will not be construed to mean agreement by the employee to the contents therein, but only to indicate knowledge or receipt of such document and the document shall so state that immediately above the employee's signature. The employee will receive a copy of the signed document. Refusal to sign such a document may be grounds for discipline only after the employee has been given sufficient time to confer with their Union Steward.

Article 25

Certification/Licenses/Permits/Registration

Section 25.1 Employees are solely responsible for maintaining professional, educational and/or experience requirements and all required certifications, licenses, permits and registrations. Employees who fail to maintain these or other requirements established by law shall be terminated.

Section 25.2 The Employer will consider requests for work schedule changes necessary for employees to obtain required professional growth hours and will honor the same where practicable if all employees whose schedule would be affected agree to the same. Requests for consideration in such regard will be in writing and provided both to the Employer and the Union.

Article 26

Resignations

Section 26.1 Notice of Resignation. Any employee who wishes to resign must provide written notice to the Superintendent fifteen (15) days prior to the date the resignation is to be effective.

Article 27
Drug Free Workplace

Section 27.1 The use, possession, sale, manufacture or distribution of alcohol, illegal drugs or the improper or abusive use of legally prescribed or non-prescription drugs, or other intoxicating substances by employees while working or while on Richland DD premises or other work locations is prohibited. Every employee of the Board is expected to report for work and render service without being impaired by or under the influence of alcohol, illegal or improperly used drugs of any kind.

Section 27.2 For the purposes of this Article, illegal drugs include, but are not limited to, narcotics, hallucinogens, depressants, stimulants, other substances (e.g., LSD, PCP, cocaine, marijuana, etc.) which can affect or hamper the senses, emotions, reflexes, judgment or other physical or mental activities, and controlled medication or nonprescription medication not prescribed, or in quantities or frequency different from that prescribed or directed, for current personal treatment by a licensed physician to address a specific physical, emotional or mental condition.

Section 27.3 For the purposes of this Article, medication or prescribed drugs are drugs an individual is taking under the direction of a licensed physician to address a specific physical, emotional, or mental condition, where such medication or prescribed drugs are taken in the quantity or frequency as prescribed.

Section 27.4 Applicants who are hired by the board will be required to submit to post employment drug and/or alcohol screening. Random testing for substance abuse will take place for all Bargaining Unit employees. Any employee who tests positively for illegal drugs shall be given a reasonable opportunity to challenge or explain the results. If the results are confirmed and no medical justification exists, absent extenuating circumstances, the employee will be terminated.

Section 27.5 Drug screening shall be required for employees seeking promotion, reassignment or demotion if the job sought is a "safety sensitive" position the performance of which involves substantial risk or hazard to the employee or others. By way of example, but without limitation, the designated positions include those which are required to provide individual transportation, drive Richland DD, county or personal vehicles as a significant part of the position, repair or provide maintenance of transportation vehicles, or supervise such positions.

Such employee who tests positively shall be given reasonable opportunity to challenge or explain the results. If the results are confirmed and no medical justification exists, the employee shall be disqualified for the change for which he/she applied, and, absent extenuating circumstances, will be terminated from employment.

Section 27.6 Subject to the limitations contained in this section, drug or alcohol testing shall be required for any employee in any position, where there exists probable cause to believe that illegal drug use or alcohol use is impairing the employee's ability to perform job duties, or when an employee is involved in a work-related accident, causing injury to person, beyond first aid, or damage to property. Such test may be directed by the Superintendent or designee. An employee may be required to undergo such testing immediately when an employee has been involved in a work-related accident, as described above, or when the Superintendent or designee determines: 1) that there are objective indications of impairment of behavior, demeanor, speech, appearance, breath,

or job performance and probable cause that the employee's impairment is caused by drugs or alcohol; or 2) during any physical examination regularly required by the Superintendent, board policy, or state or federal law or regulation (e.g., School Bus Driver Annual Physical).

- a. An employee, who refuses to sign a consent form allowing for testing with test results to be presented to the Board or who fails to cooperate fully and in a timely manner with the requirement to undergo drug or alcohol testing, shall be considered insubordinate and terminated.
- b. An employee who tests positively for drugs or alcohol shall be given reasonable opportunity to challenge or explain the results. In the case of employees who hold positions involving the operation of vehicles, if such an employee challenges or offers a legitimate explanation for their positive test result, the Superintendent may suspend the employee on paid leave until the Superintendent ascertains whether the initial positive result was accurate and/or inexcusable. If the positive test result is upheld, the employee shall be terminated. If the positive test is not upheld, the employee will be reinstated and paid leave utilized restored to the employee.
- c. Notwithstanding the fact that the Board seeks to encourage employees with drug or alcohol abuse problems to participate in a counseling and/or treatment program, the fact that the Board or the Board's health insurance provider may give an employee the opportunity to participate in such a program does not excuse the employee from receiving a disciplinary sanction for his/her underlying violation of this Article or any other related Board rule. All violations of Board rules are subject to disciplinary action pursuant to the terms of this Agreement. The mere fact that such misconduct may be related to an underlying drug or alcohol condition, or that the employee is undergoing counseling, treatment or rehabilitation for such underlying condition does not excuse the employee from disciplinary sanction for the violation.

Section 27.7 As used in this Article, drug and alcohol tests include blood, urine, breath, or other chemical tests performed by a split sample at a Department of Transportation certified laboratory. The results of any such test will remain confidential, to the extent allowed by law, except for its use in official safety or accident investigations, criminal prosecution of the employee, or any action related to the removal or discipline of the employee.

Section 27.8 Any test required under this Article shall be conducted at the Board's expense, including compensating the employee for time spent in taking any tests if the test is required by the Employer and directed to be done on scheduled work time. Employees who dispute the test results are permitted to have a second analysis conducted by a licensed health care professional or approved professional testing laboratory of the same sample at their own expense. If the results of the second test from the split sample are negative, the Employer will reimburse the Employee for the cost of the test.

Section 27.9 Employees refusing to cooperate in any investigation, search, screening test or found to be in possession of illegal drugs or other prohibited substances will be terminated.

Section 27.10 Any employee convicted of, pleads guilty to, or pleads no contest to any Federal or State criminal drug offense must notify the Employer of that fact within five (5) calendar days of the action. Failure to so notify the Employer will result in termination.

Section 27.11 The Employer shall comply with any local, state or federal laws, rules or regulations regarding drug testing and/or drug abuse in the workplace. If such laws, rules or regulations are enacted or promulgated, the Employer shall notify the Union prior to their implementation. For the purposes hereof, a rule or regulation enacted by the Employer as a public body does not constitute a "rule or regulation" under this section.

Section 27.12 Employees directed to take a substance abuse test will have the opportunity to contact their Steward, if a Steward is reasonably available. Notwithstanding this provision, employees directed to take a substance abuse test must comply with such instructions.

At the employee's expense, employees giving samples will be given the opportunity if they so request to have a second sample sent under seal to an accredited laboratory of the choosing of the employee at the time the test is taken. If the results of the second test from the split sample are negative the Employer will reimburse the employee for the cost of the test.

The Employer shall assure that the laboratory selected by the Employer notifies the employee immediately of any positive test result.

Article 28 Criminal Background Checks

Section 28.1 The Employer retains the right to make criminal background investigations of all Bargaining Unit employees and applications for Bargaining Unit positions consistent with law.

Section 28.2 If, at any time during his/her employment with the Employer, an employee is formally charged with, convicted of, found guilty of, or pleads guilty to any criminal offense, he or she must report this information to the Human Resources Department no later than the employee's next scheduled work shift. Failure to do so will constitute just cause for the termination of the employee. Similarly, timely reporting of this information may result in discipline for just cause up to and including disciplining of the employee consistent with this Agreement. If any applicant for employment has been formally charged with, convicted of, or pleads guilty or no contest to any criminal offense and he or she fails to report this information to the Employer on the employment application, he or she may be summarily terminated from employment upon the Employer's discovery of the formal charge, conviction or plea.

Section 28.3 Criminal background investigations shall be required for employees seeking promotion, reassignment or demotion to any position in the agency.

Section 28.4 The cost of criminal background investigations may be charged to new hires if the new hire is informed of the requirement to pay for the same and the costs thereof prior to the background check being done. The cost of criminal background checks of existing employee shall be borne by the Employer.

Article 29
Confidentiality

Section 29.1 The Employer and Union recognize that the rights of individuals served by the Richland County Board of DD require that certain information be maintained in confidence.

Article 30
Health and Safety

Section 30.1 The Employer agrees to abide by state and federal law with regard to a safe and healthful work environment. The Employer further agrees to abide by Federal mandates regarding disability and sick leave.

Section 30.2 The Employer shall comply with all state and federal laws and agency policies pertaining to blood borne pathogens and communicable diseases in the workplace.

Section 30.3 A Bargaining Unit member(s) will serve on the respective Department and Agency Safety committees.

Article 31
Labor Relations Meetings

Section 31.1 Philosophy. The Employer and the Union recognize the responsibility each has to make full use of the knowledge, talent and commitment of all who are involved in the delivery of services to the individuals of the Employer. The Employer and the Union recognize the benefit to each of exploration and study of issues which may enhance or detract from the ability of the Employer and the Employees to provide the highest standards of service. Toward this end the Employer and the Union agree to create and maintain Labor Relations Meetings as an active forum for the exploration of mutual concerns. The parties agree to meet no less than quarterly for the purpose of holding Labor Relations Meetings, provided that at least one party requests the quarterly meeting to be held and provides to other party an agenda of appropriate topics for discussion prior to the scheduling of the meeting.

The Employer and the Union shall use this forum not as a substitute for collective bargaining nor as a mechanism for modifying the Agreement. This forum will also be useful as a place to discuss issues which arise outside of the context of collective bargaining but which represent impediments to a quality work environment or which threaten the Employer's and the Employee's ability to deliver services in the most efficient manner possible. No issue which is the subject of a pending grievance will be decided in this forum unless mutually agreed to by the Employer and the Union.

Article 32
Zipper Clause

Section 32.1 The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understanding 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 term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any decision or its effects relating to any subject matter referred to or covered by this Agreement and all prior agreements, practices and policies, either oral or written, are hereby canceled. For the entire term of this Agreement, the Employer and the Union have each waived any right it may have had to bargain over any subject not contained in this Agreement. Any benefit which employee may have enjoyed prior to the implementation of this Agreement shall continue only to the extent that such benefit is provided for in the express terms and conditions of this Agreement. The Employer and the Union may mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by a written agreement or letter of understanding.

Article 33 Preemption

Section 33.1 The Employer and the Union agree that this Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in 4117.10(A) of the Revised Code) including, but not limited to Chapter 124 of the Revised Code and the Ohio Administrative Code and that this Agreement shall be the sole and exclusive recourse available to Employees and the parties hereto.

Article 34 Savings Clause

Section 34.1 In the event that any provision of this Agreement is found by a court of competent jurisdiction, any federal or state legislation, governmental regulation, or court decision, to be contrary to law, such provision shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect.

Article 35 Sick Leave

Section 35.1. Employees earn sick leave at the rate of 4.6 hours for each eighty (80) hours of completed service. Part-time employees accrue sick leave on a prorated basis. For purposes of this article, "completed service" means hours actually worked, including overtime, and hours of sick leave, vacation leave, compensatory time, or personal leave used, but does not include time on disability separation, leave of absence without pay, the period an employee is receiving disability leave benefits, or layoff. In the case of an employee who works on a seasonal or academic year basis but is paid on an annual basis, completed service shall not include the period of time during which the employee is paid but is not working.

Section 35.2. There is no limit on the number of hours of unused sick leave that may be accumulated. Beginning January 1, 2014, in January of each year, employees may cash out any sick leave hours earned during the prior year in excess of forty (40) hours of sick leave that must be retained.

Section 35.3. When possible, employees should submit written requests to use sick leave to the Department Head or immediate supervisor as soon as the employee is aware of the date and time on

which he or she will be absent from work. The Employer may deny a request for sick leave if it finds that an employee failed to request sick leave when the employee becomes aware of the need to miss work for purposes covered by this Article, even if the employee later meets the minimum call-off notice requirements set forth below. Requests to use sick leave shall be in writing. In the case of call-offs for absences for which sick leave is being requested, including situations involving medical examinations/appointments, a first shift employee, except for those working in group homes, must give at least one (1) hour's notice of his/her unavailability prior to the start of his/her scheduled shift for which sick leave is being taken. All other employees, including first shift employees working in group homes, must give at least two (2) hour's notice of their unavailability prior to the start of their scheduled shift for which sick leave is being taken. Medical examinations/appointments shall be scheduled during an employee's non-work time whenever possible. When the Employer, in its discretion, determines that good cause has been shown to waive the notice requirements, the employees may be allowed to use sick leave to cover the absence.

Section 35.4. The Employer recognizes that sudden illness or injury or other emergency may prevent the employee from providing the above described notice. Under such circumstances, a first shift employee, except for those working in group homes, must give at least one (1) hour's notice of his/her unavailability prior to the start of his/her scheduled shift for which sick leave is being taken. All other employees, including first shift employees working in group homes, must give at least two (2) hour's notice of their unavailability prior to the start of their scheduled shift for which sick leave is being taken. Where the employee fails to give the required notice of his/her unavailability prior to the start of his/her scheduled shift, the call-off is improper, and the employee shall be subject to immediate, progressive disciplinary action, but the call-off shall not be deemed an occurrence.

Sick leave for sudden illnesses or emergencies is limited to six (6) occurrences per calendar year (not including bereavement). This section does not mandate that the Employer must approve time off without pay when the limit on occurrences is exceeded or the notice requirement is not met. The Employer may, however, for good cause shown and documented and requested in writing, approve leave without pay under such circumstances. All employee requests for unpaid leave must be submitted to the applicable Director and will be subject to the Director's sole discretion.

No occurrence will arise for a documented accident or injury of the employee which results in hospitalization or treatment in a hospital emergency room.

Section 35.5 Sick leave may be used for the following reasons:

- A. Illness or injury of the employee;
- B. Illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary;
- C. Exposure of the employee or a member of his immediate family with whom he resides to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- D. Death of a member of the employee's immediate family;

- E. Medical, dental or optical examinations or treatment of employee or a member of his immediate family when such appointments cannot reasonably be scheduled during non- work time; and
- F. Injury, illness, or disability related to pregnancy, childbirth and/or related medical conditions.

For purposes of this provision, the "immediate family" is defined as only: employee's spouse, children, step-children, mother, father, brother, sister, grandchildren, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.

Section 35.6 Sick leave shall be charged in minimum amounts of one hour.

Section 35.7 Employees absent on sick leave shall be paid at the same basic hourly rate as when they are working.

Section 35.8 Upon return to work, an employee shall complete and sign a request for sick leave use on a form provided by the Employer to justify the use of sick leave. The Employer may, when an employee utilizes sick leave for medical appointments as provided for in Section 35.5E above, or when an absence is for three (3) or more consecutive days, require the employee to furnish a statement from a Licensed Medical Practitioner. Such statement shall include the general nature of the illness or injury, and the expected return to work date. Failure of the employee to provide such statement when requested shall result in the denial of sick leave and pay for the period of absence. The Employer maintains the right to investigate any employee's absence. Falsification of documentation supplied to support the use of sick leave shall be grounds for disciplinary action, including dismissal.

Section 35.9 Vacation leave or personal leave may be used for sick leave purposes at the employee's request and with the approval of the Employer after sick leave is exhausted. An employee with no remaining accrued paid leave who is absent from work is considered to be absent without leave and subject to discipline under Article 24 of this Agreement. Employees who have exhausted all sick leave and vacation leave credits may, at the sole discretion of the Employer, be granted a personal leave of absence without pay. Employees who qualify for FMLA leave will be subject to the provisions of such including the "rolling year" definition for the 12 week period.

Section 35.10 Employees are precluded from using sick leave for any period for which the Employee has previously requested vacation leave and had the request denied.

Section 35.11 A full-time bargaining unit employee who is employed by the Employer, and who has unused sick leave that was accumulated while employed by a previous Employer as provided for by applicable State law, may transfer such accumulated sick leave to the employee's employment with the Richland County Board of Developmental Disabilities.

Section 35.12 "Bereavement" is a condition that justifies the use of sick leave owing to the death of a member of an employee's immediate family. Employees may use up to five (5) days of sick leave for bereavement purposes. When an employee requests sick leave for bereavement purposes, the Employer may require the employee to submit documentation to substantiate the grounds for the requested leave.

Article36
Personal Leave

Section 36.1 Each employee with less than fifteen (15) years of service shall be granted two (2) days per program year for absence due to personal reasons with Employer approval. Each employee with fifteen (15) or more years of service shall be granted three (3) days per program year for absence due to personal reasons with Employer approval. Personal leave may be taken in minimum units of one full shift (A.M., P.M., Mid-Day, etc.) of the normal scheduled work day.

Section 36.2 Personal leave with pay may not be accumulated, and may only be used during the program year in which it is granted.

Section 36.3 For purposes of this policy, program year is defined as the period of time established by the Board on the program calendar applicable to the position occupied by the employee.

Section 36.4 Personal leave days shall be in addition to sick leave and vacation leave balances.

Article 37
Administrative Leave

Section 37.1 Employees may request administrative leave in order to attend work-related training, seminars, conferences or other similar events that occur during regularly scheduled working hours. In order to make such a request, an employee must complete and submit a form created by the Employer on which the employee will provide a written explanation the nature of the event in question, the date and time of the event, the scheduled work that would be missed if the employee's request were granted, and such other information as may be specified on the form. The employee must submit the form to his or her immediate supervisor as soon as the employee becomes aware of the event, and in any event, no later than two (2) weeks prior to the event. The decision to grant or deny the request for administrative leave lies within the sole discretion of the Employer and the Employer's decision may not be grieved or arbitrated.

Article 38
Duration of Agreement

Section 38.1 This Agreement shall remain in full force and effect for three years beginning January 1, 2013 and ending December 31, 2015.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their representatives this

6th day of March, 2013

RICHLAND COUNTY BOARD OF DD

OPEIU LOCAL 19

Mark Banston

Kateisis Philak

~~[Signature]~~

~~[Signature]~~

Amanda Smith

[Signature]

[Signature]

Dan Dull

Alicia M. Birley

Sally Hullinger

RESOLUTION
OF THE
RICHLAND COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

February 27, 2013

The Richland County Board of Developmental Disabilities, as witnessed by the signatures below, by a clear majority of the Board Members present for the February 27, 2013 Board meeting hereby approve the Collective Bargaining Agreement between The Richland County Board of Developmental Disabilities and Office and Professional Employees International Union, Local 19. This agreement shall remain in full force and effect for three years beginning January 1, 2013 and ending December 31, 2015.





Virginia Harmon

Gabe De Santis

Genea Summers

RICHLAND COUNTY
BOARD OF COMMISSIONERS

March ¹²~~07~~, 2013

The Richland County Board of Commissioners, as witnessed by the signatures below, approve the Collective Bargaining Agreement between The Richland County Board of Developmental Disabilities and Office and Professional Employees International Union, Local 19. This agreement shall remain in full force and effect for three years beginning January 1, 2013 and ending December 31, 2015.



Edward W. Olson


Timothy A. Wert
Gary Utt, Sr.

SCHEDULE **3** *Revised 01-02-2014*
 DESCRIPTION
 POSITIONS CUSTODIAL WORKER
 FOOD SERVICE WORKER
 LABORER
 LAUNDRY WORKER

STEP	HOURLY	ANNUAL
A	\$ 8.3500 eff 4/11/13	\$ 17,368.00
B	\$ 8.5855	\$ 17,857.84
C	\$ 8.8281	\$ 18,362.45
D	\$ 9.0779	\$ 18,882.03
E	\$ 9.3352	\$ 19,417.22
F	\$ 9.6003	\$ 19,968.62
G	\$ 9.8733	\$ 20,536.46
H	\$ 10.1545	\$ 21,121.36
I	\$ 10.4441	\$ 21,723.73
J	\$ 10.7425	\$ 22,344.40
K	\$ 11.0497	\$ 22,983.38
L	\$ 11.3662	\$ 23,641.70
M	\$ 11.6922	\$ 24,319.78
N	\$ 12.0280	\$ 25,018.24
O	\$ 12.3738	\$ 25,737.50

SCHEDULE **4** *Revised 01-02-2014*
 DESCRIPTION
 POSITIONS BUS AIDE

STEP	HOURLY	ANNUAL
A	\$ 8.8408	\$ 18,388.86
B	\$ 9.0910	\$ 18,909.28
C	\$ 9.3487	\$ 19,445.30
D	\$ 9.6142	\$ 19,997.54
E	\$ 9.5876	\$ 19,942.21
F	\$ 10.1693	\$ 21,152.14
G	\$ 10.4593	\$ 21,755.34

H	\$	10.7581	\$	22,376.85
I	\$	11.0659	\$	23,017.07
J	\$	11.3829	\$	23,676.43
K	\$	11.7093	\$	24,355.34
L	\$	12.0456	\$	25,054.85
M	\$	12.3920	\$	25,775.36
N	\$	12.7487	\$	26,517.30
O	\$	13.1162	\$	27,281.70

SCHEDULE **5** Revised 01-02-2014
DESCRIPTION
POSITIONS CUSTODIAL/MAINTENANCE WORKER
WORKSHOP SPECIALIST I

Base Rate	\$	8.9246
Base Rate Adj.		2.00%
Incremental Rate Adj.		3.0%

STEP	HOURLY	ANNUAL
A	\$ 9.1031	\$ 18,934.43
B	\$ 9.3762	\$ 19,502.46
C	\$ 9.6575	\$ 20,087.54
D	\$ 9.9472	\$ 20,690.16
E	\$ 10.2456	\$ 21,310.87
F	\$ 10.5530	\$ 21,950.20
G	\$ 10.8696	\$ 22,608.70
H	\$ 11.1957	\$ 23,286.96
I	\$ 11.5315	\$ 23,985.57
J	\$ 11.8775	\$ 24,705.14
K	\$ 12.2338	\$ 25,446.29
L	\$ 12.6008	\$ 26,209.68
M	\$ 12.9788	\$ 26,995.97
N	\$ 13.3682	\$ 27,805.85
O	\$ 13.7693	\$ 28,640.14

SCHEDULE **6** Revised 01-02-2014

DESCRIPTION
POSITIONS

HABILITATION TECHNICIAN I (RT)
RECREATION TECHNICIAN (RT)
VAN OPERATOR
WORKSHOP SPECIALIST II

Base Rate	\$	9.5494
Base Rate Adj.		2.00%
Incremental Rate Adj.		3.0%

STEP	HOURLY	ANNUAL
A	\$ 9.7404	\$ 20,260.01
B	\$ 10.0326	\$ 20,867.81
C	\$ 10.3336	\$ 21,493.84
D	\$ 10.6436	\$ 22,138.66
E	\$ 10.9629	\$ 22,802.82
F	\$ 11.2918	\$ 23,486.90
G	\$ 11.6305	\$ 24,191.51
H	\$ 11.9794	\$ 24,917.25
I	\$ 12.3388	\$ 25,664.77
J	\$ 12.7090	\$ 26,434.71
K	\$ 13.0903	\$ 27,227.76
L	\$ 13.4830	\$ 28,044.59
M	\$ 13.8875	\$ 28,885.93
N	\$ 14.3041	\$ 29,752.50
O	\$ 14.7332	\$ 30,645.08

SCHEDULE **7** Revised 01-02-2014

DESCRIPTION
POSITIONS

HABILITATION TECHNICIAN II (GH)
MAINTENANCE REPAIR WORKER I

TRAINER
 WORKSHOP SPECIALIST II (COMMUNITY BASED)

Base Rate	\$ 10.2179
Base Rate Adj.	2.00%
Incremental Rate Adj.	3.0%

STEP	HOURLY	ANNUAL
A	\$ 10.4223	\$ 21,678.30
B	\$ 10.7349	\$ 22,328.65
C	\$ 11.0570	\$ 22,998.50
D	\$ 11.3887	\$ 23,688.46
E	\$ 11.7303	\$ 24,399.11
F	\$ 12.0823	\$ 25,131.09
G	\$ 12.4447	\$ 25,885.02
H	\$ 12.8181	\$ 26,661.57
I	\$ 13.2026	\$ 27,461.42
J	\$ 13.5987	\$ 28,285.26
K	\$ 14.0066	\$ 29,133.82
L	\$ 14.4268	\$ 30,007.83
M	\$ 14.8596	\$ 30,908.07
N	\$ 15.3054	\$ 31,835.31
O	\$ 15.7646	\$ 32,790.37

SCHEDULE **8** Revised 01-02-2014

DESCRIPTION
 POSITIONS

MECHANICS HELPER/VEH OPERATOR
 VEHICLE OPERATOR

Base Rate	\$ 10.9331
Base Rate Adj.	2.00%
Incremental Rate Adj.	3.0%

STEP	HOURLY	ANNUAL
A	\$ 11.1518	\$ 23,195.66

B	\$ 11.4863	\$ 23,891.53
C	\$ 11.8309	\$ 24,608.28
D	\$ 12.1858	\$ 25,346.53
E	\$ 12.5514	\$ 26,106.93
F	\$ 12.9279	\$ 26,890.13
G	\$ 13.3158	\$ 27,696.84
H	\$ 13.7153	\$ 28,527.74
I	\$ 14.1267	\$ 29,383.57
J	\$ 14.5505	\$ 30,265.08
K	\$ 14.9870	\$ 31,173.03
L	\$ 15.4366	\$ 32,108.23
M	\$ 15.8997	\$ 33,071.47
N	\$ 16.3767	\$ 34,063.62
O	\$ 16.8680	\$ 35,085.52

SCHEDULE **10** Revised 01-02-2014

DESCRIPTION
POSITIONS

MAINTENANCE REPAIR WORKER II

Base Rate	\$ 12.8496
Base Rate Adj.	2.00%
Incremental Rate Adj.	3.0%

STEP	HOURLY	ANNUAL
A	\$ 13.1066	\$ 27,261.71
B	\$ 13.4998	\$ 28,079.56
C	\$ 13.9048	\$ 28,921.95
D	\$ 14.3219	\$ 29,789.61
E	\$ 14.7516	\$ 30,683.30
F	\$ 15.1941	\$ 31,603.80
G	\$ 15.6500	\$ 32,551.91
H	\$ 16.1195	\$ 33,528.47
I	\$ 16.6030	\$ 34,534.32
J	\$ 17.1011	\$ 35,570.35
K	\$ 17.6142	\$ 36,637.46
L	\$ 18.1426	\$ 37,736.58
M	\$ 18.6869	\$ 38,868.68
N	\$ 19.2475	\$ 40,034.74
O	\$ 19.8249	\$ 41,235.78

SCHEDULE **11** Revised 01-02-2014

DESCRIPTION

POSITIONS

MECHANIC

Base Rate	\$	13.0214
Base Rate Adj.		2.00%
Incremental Rate Adj.		3.0%

STEP	HOURLY	ANNUAL
A	\$ 13.2818	\$ 27,626.20
B	\$ 13.6803	\$ 28,454.99
C	\$ 14.0907	\$ 29,308.64
D	\$ 14.5134	\$ 30,187.90
E	\$ 14.9488	\$ 31,093.53
F	\$ 15.3973	\$ 32,026.34
G	\$ 15.8592	\$ 32,987.13
H	\$ 16.3350	\$ 33,976.74
I	\$ 16.8250	\$ 34,996.05
J	\$ 17.3298	\$ 36,045.93
K	\$ 17.8497	\$ 37,127.31
L	\$ 18.3852	\$ 38,241.12
M	\$ 18.9367	\$ 39,388.36
N	\$ 19.5048	\$ 40,570.01
O	\$ 20.0900	\$ 41,787.11