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**AGREEMENT BETWEEN  
THE WILLIAMS COUNTY  
BOARD OF  
DEVELOPMENTAL DISABILITIES  
AND  
THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES,  
AFSCME, LOCAL #4, AFL-CIO  
AND ITS LOCAL #779**

**Case No. 2012-MED-03-0187**

**EFFECTIVE:  
July 1, 2012  
through  
June 30, 2015**

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**ARTICLE 1**  
**PREAMBLE/PURPOSE**

**Section 1.1.** This Agreement, entered into by the Williams County Board of Developmental Disabilities, hereinafter referred to as the “Employer” or the “Board,” and The Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO and its Local #779, hereinafter referred to as the “Union,” has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 2.1.** The Employer recognizes the Union as the sole and exclusive Bargaining Representative for those employees included in the bargaining unit as certified by the State Employment Relations Board.

Classifications included in the unit are as follows:

- Administrative Secretary
- Custodial Worker
- Early Intervention Assistant
- Early Intervention Specialist
- Maintenance/Repair Worker
- Recreation/Social Development Specialist

Upon the return of the vehicle operators, the Employer and the Union would negotiate the terms and conditions of the jobs in accordance with the recognition clause.

**Section 2.2.** Notwithstanding the other provisions of this Article, all management-level employees, casual, seasonal, supervisory, and confidential employees as defined by Ohio Revised Code Chapter 4117; and students whose primary purpose is educational training who work as part-time employees less than fifty percent (50%) of the normal year, shall be excluded from the bargaining unit.

Classifications specifically excluded from the bargaining unit are as follows:

- Administrative Assistant
- Director of Adult Services
- Director of Children Services
- Director of Finance and Operations
- Director of Records, Information and Systems
- Service and Support Administrator

Superintendent

The parties mutually agree to petition SERB for approval of the above recognition changes, which have been modified to agree with actual job titles and positions currently filled and available with the Board.

**Section 2.3.** Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer shall meet with the Union to discuss the inclusion of the new position in the bargaining unit, subject to the restrictions outlined in Section 2.2 above.

**Section 2.4.** Wherever the term “employee” is used in this Agreement, it shall refer to those persons who have been determined appropriately in the bargaining unit in accordance with the provisions of this Article. Wherever the male gender is used to refer to such employees, it shall be deemed to include both male and female employees.

### **ARTICLE 3** **DUES DEDUCTION**

**Section 3.1.** The Employer agrees to deduct Union dues for bargaining unit employees who authorize the Employer to do so in writing, and to remit the dues to the State Association Treasurer monthly together with a list showing the names of the employees and the amount deducted.

**Section 3.2.** Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Employer. Dues deduction authorization may be revoked by an employee during a ten (10) day period ending August 31. Dues deduction authorization not revoked during the ten (10) day period shall continue for successive periods of one (1) year. Written notice of revocation shall be served upon the Employer and State Association Treasurer.

**Section 3.3.** Payroll deduction of dues shall normally be made from the employees’ wages beginning with the first complete pay period in October and shall continue for the next twenty-five (25) consecutive pay periods. Any employee submitting an authorization for payroll deduction of dues after September shall present the authorization to the Employer and payroll deductions shall begin the next pay period in which dues are normally deducted. Dues deductions will be accomplished by taking the annual dues and dividing it by twenty-six (26) pay periods in a year with the year beginning in October and ending in September.

**Section 3.4.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.5.** The Employer shall be relieved from making such individual payroll deduction of dues upon an employee’s (1) termination or resignation of employment; (2) transfer to a job

other than one covered by the bargaining unit; or (3) written revocation of the dues deduction authorization as provided in this Article. The Employer shall not be responsible for the collection of dues from an employee on an unpaid leave of absence or layoff but shall, upon the employee's return to work, make such deductions for dues owed, as requested by the Union in writing.

**Section 3.6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deductions would normally be made by deducting the proper amount.

**Section 3.7.** The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the Union. One (1) month advance notice must be given the Employer prior to making any changes in the amount of an individual's dues deductions.

**Section 3.8.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement. All dues deductions, at the Employer's option, upon written notice by certified mail to the Union, may be canceled upon the termination of this Agreement.

#### **ARTICLE 4** **FAIR SHARE FEE**

**Section 4.1.** Sixty (60) days following the beginning of employment or the effective date of this Agreement, whichever is later, employees in the bargaining unit who are not Members of the Union shall pay to the Union a Fair Share Fee as a condition of employment with the Employer. Such Fair Share Fee shall not exceed dues paid by Members of the Union who are in the bargaining unit. The Union shall notify the Employer of the Fair Share Fee amounts and of any changes in the amounts of dues deduction. Fair Share Fees shall be deducted from the payroll checks of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Union in the same manner except that written authorization for deduction of Fair Share Fees is not required.

#### **ARTICLE 5** **UNION REPRESENTATION**

**Section 5.1.** The Employer agrees, subject to the provisions herein, to admit the Union Staff Representative in the Employer's facilities during the Employer's normal office business hours, Monday through Friday.

Upon arrival, the Union Staff Representative shall identify himself to the Employer or the Employer's designated Representative.

**Section 5.2.** The Union shall provide to the Employer an official list of its officers who are authorized to represent and speak on behalf of the Union. One such person shall be designated to

act as Representative for the purpose of processing grievances in accordance with the grievance procedure herein. No employee shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written certification of that person's selection.

**Section 5.3.** The investigation and writing of grievances shall be on non-duty time.

If grievance hearings are scheduled during an employee's regular duty hours, the employee or local Union Representative shall not suffer any loss of pay while attending the hearing.

**Section 5.4.** The Union agrees that no official of the Union, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of the Agency or employees.

**Section 5.5.** The Employer agrees that the Local Union shall be permitted to utilize the internal mailboxes for transmitting authorized Union communications regarding official Union business to the bargaining unit employees. Restrictions applicable to Union bulletin board postings as contained in Section 34.2 shall also be applicable to any materials transmitted through the internal mailbox system.

**Section 5.6.** The Employer agrees to continue the current practice of permitting the Union to utilize the Board's facilities for Union meetings with the advance approval of the Superintendent or his designee.

The Union shall be responsible for ensuring that the facilities are properly cleaned and secured following each use and shall be liable for any damages to the building resulting from such use.

**Section 5.7.** The Union may use the agency e-mail to convey Union related information as long as it is not derogatory in nature of the agency or its administration. The Union members may check their personal e-mail accounts during work breaks, before working hours, and after working hours.

## **ARTICLE 6** **MANAGEMENT RIGHTS**

**Section 6.1.** The Union recognizes the right and authority of the Employer to administer the business of the Williams County Board of DD in addition to other functions and responsibilities which are required by law. The parties recognize that the Employer, subject to the specific terms of the Agreement, has and will retain the full right and responsibility to direct the operations of the Agency, to develop rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;

- C. To determine the Agency's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;
- D. To determine the adequacy of the work force;
- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**Section 7.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a violation, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement. A grievant shall mean the Union, a bargaining unit employee, or a group of bargaining unit employees alleging that a violation, misinterpretation, or improper application of this Agreement has occurred.

**Section 7.2.** A grievance may be brought by any bargaining unit employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

**Section 7.3.** Where the grievance is of the nature that it qualifies for appeal under the administrative rules of the Workers' Compensation Bureau or Unemployment Compensation Bureau, the grieved employee shall utilize the appeal procedures established in accordance with the rules of that body and the alleged grievance shall not be appealable in accordance with the terms of this Article.

**Section 7.4.** For the purpose of this Article, (workdays) shall be defined as those days between Monday and Friday, excluding Saturday and Sunday or any day on which the business office is closed.

**Section 7.5.** All grievances must be timely filed. All grievances must be processed at the proper sequence of steps in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon Management's last answer.

Any grievance not answered by Management within the stipulated time limits shall automatically be advanced to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

**Section 7.6.** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective the following procedures shall be utilized in processing grievances:

**STEP 1:** No later than five (5) working days after the grievant could have reasonably been expected to have known about the occurrence of the alleged violation giving rise to the grievance, but in no case exceeding thirty (30) working days, the employee or local Union Representative may present the grievance in writing to the immediate Supervisor or other Employer designee. The immediate Supervisor or Employer designee shall investigate the alleged violation and meet with the local Union Representative in an attempt to resolve the grievance. The immediate Supervisor or Employer designee shall respond in writing to the grievant within five (5) workdays following the meeting. Each party shall identify their designated Representative at this step of the grievance procedure to the other party in writing and shall update the designation as changes occur.

**STEP 2:** If the grievance is not resolved in Step 1, the employee or the local Union Representative may, within five (5) working days of receipt of the Step 1 answer, submit the grievance to the Superintendent at Step 2 of the grievance procedure. The Superintendent shall have five (5) work days in which to schedule a meeting, if he deems such necessary, with the grieved employee and his representative. The Superintendent shall investigate and respond in writing to the grievant within five (5) work days following the meeting or within ten (10) work days following receipt of the grievance, whichever is later.

**STEP 3:** Arbitration: If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to Arbitration. A request for Arbitration must be submitted within fourteen (14) calendar days following the date the grievance was answered in Step 2 above. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon management's Step 2 reply.

Upon receipt of a request for arbitration the Employer or his designee and the Representative of the Union shall, within ten (10) working days following the request for arbitration, meet to select an Arbitrator, unless mutually agreed by both parties not to meet. If the parties cannot jointly agree on an Arbitrator, then both parties agree to request a list of nine (9) impartial Arbitrators

from the Federal Mediation and Conciliation Service (FMCS). Either party may reject the list prior to striking names and request from FMCS up to two (2) additional lists. The parties shall alternately strike the names of the Arbitrators until one (1) name remains. The Union shall strike the first name.

The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles or Sections in the Agreement. He may not modify or amend the Agreement. The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance, or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or suspension, the Arbitrator shall have the authority to recommend modification of said discipline.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the scope of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

The decision of the Arbitrator will be final and binding on both parties. Any cost for obtaining the list of Arbitrators, and all cost for the services and expenses of the Arbitrator shall be borne by the losing party in the arbitration hearing. Expenses of any witnesses shall be borne by the party calling the witness.

The cost of a hearing room, if not held at the Employer's facility, shall be shared equally by both parties. The party requesting a transcript of the hearing shall pay the cost of obtaining such. The cost of obtaining a transcript of the hearing shall be equally divided if both parties request a copy.

**Section 7.7.** All grievances must contain the following information to be processed and must be filed using the grievance form mutually agreed upon by both parties:

1. Grievied employee's name and signature.
2. Grievied employee's classification.
3. Date grievance was filed in writing.
4. Date grievance occurred.
5. Time the grievance occurred, if appropriate.
6. A brief description of the incident giving rise to the grievance.

7. Specific Articles and Sections of the Agreement violated.
8. Desired remedy to resolve the grievance.

The agreed-to grievance form shall be made available to any employee requesting such through his/her local Union Representative.

**Section 7.8.** At each step of the grievance procedure the grievant shall submit the original grievance and all previous responses from the Employer. The Employer Representative shall make a copy for his file and shall return the original grievance with his written response.

**Section 7.9.** When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, the adjustment of the grievance shall be consistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union Grievance Representative will be notified of his right to be present at the adjustment.

## **ARTICLE 8** **CORRECTIVE ACTION**

**Section 8.1.** Employees may be disciplined or discharged for just cause only. An employee shall have the right to appeal any suspension or discharge in accordance with the grievance procedure herein.

Verbal warnings or written reprimands shall not be appealable but the employee may submit a written rebuttal of the charges contained in the verbal warning or written reprimand which shall be attached to the record of such warning or reprimand. In the event a verbal warning or a written reprimand subsequently leads to a suspension or discharge, the employee may introduce evidence in any hearing regarding such suspension or discharge which reflects the validity of the previous disciplinary actions.

**Section 8.2.** Except in instances where the employee is being charged with serious misconduct, discipline will be applied in a progressive and corrective manner. Not in every case is this appropriate and the circumstances of each offense must be taken into account. Some offenses warrant immediate termination while in other cases several warnings or more than one (1) suspension may be appropriate.

Progressive discipline shall take into account the nature of the violation and the employee's record of discipline.

**Section 8.3.** Whenever the Employer determines that an employee's conduct may warrant a suspension, discharge, or any other disciplinary action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged violation. The predisciplinary conference procedure shall be established by the Employer. Written notice of such conference will be mailed or personally delivered to the employee. Such notices shall specify the time, date and place of the conference,

and the notice shall also advise the employee of his right to have a representative present at the conference.

Notwithstanding the above, the Employer may temporarily suspend an employee with or without pay pending the predisciplinary conference if his conduct or physical condition presents a threat to the safety, health or welfare of the employee, other employees, the public or the operations of the department. If such temporary suspension is without pay and the employee is subsequently cleared of the charges; the employee shall be paid for all regular hours of compensation lost during the period of the temporary suspension.

**Section 8.4.** Any disciplinary actions involving client abuse will remain in the employee's file for the duration of the employee's employment. In taking disciplinary action against any employee, the Employer will not consider or rely upon any prior disciplinary action taken against the employee more than twenty-four (24) months before the occurrence of the current disciplinary action under consideration.

**Section 8.5.** It is understood by the parties that newly hired probationary employees may be disciplined or terminated for any reason during their probationary period and shall have no appeal over such action.

## **ARTICLE 9** **PERSONNEL FILES**

**Section 9.1.** Each employee shall have access to view materials in their own personnel file, provided such viewing is scheduled at an appropriate time through the Superintendent or his designee. Access shall be provided as soon as possible provided the work of the Agency is not interrupted. The Employer maintains the right to have a representative present at all times during the inspection.

## **ARTICLE 10** **PROBATION PERIODS**

**Section 10.1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) complete year from date of hire for all bargaining unit employees.

**Section 10.2.** A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal. After successfully completing his new hire probationary period an employee shall only be removed in accordance with the provisions of Article 8 of this Agreement.

**Section 10.3.** Every employee upon entering a different classification will be required to successfully complete a classification probationary period. The classification probationary period shall begin on the first day the employee works in a new classification and shall continue for a period of six (6) months for all bargaining unit employees.

**Section 10.4.** A promoted employee has thirty (30) calendar days following his promotion to a different classification to elect to return to his former classification. The Employer may elect to return a promoted employee who evidences unsatisfactory performance to his former classification any time during the employee's promotional probationary period. If the employee's former classification no longer exists, the employee will be returned to a similar position, if one exists, or laid off.

**Section 10.5.** Part-time employees who work a portion of each normal working day shall have their probationary periods determined by the number of calendar days following appointment, in the same manner as full-time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full-time employee.

## **ARTICLE 11** **SENIORITY**

**Section 11.1.** The purpose of this Article is to define seniority. Except as otherwise specified herein, "seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer calculated from the employee's most recent date of hire. Once continuous service is broken, the employee loses all previously accumulated seniority.

**Section 11.2.** An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 11.3.** A layoff shall not constitute a break in continuous service provided the employee is recalled within the eighteen (18) month period as specified in Article 12, Layoff and Recall.

**Section 11.4.** The Employer shall post a seniority list in January of each year, showing the continuous service of each bargaining unit employee. One (1) copy of the seniority list shall be furnished to the local Union President.

## **ARTICLE 12** **LAYOFF AND RECALL**

**Section 12.1.** Except in the case of emergency (i.e., power failure, heating system failure, water or sewer problems, or other emergency requiring closing of the facility), whenever the Employer determines a layoff or job abolishment is necessary, the Employer shall notify the Union of the impending layoff and offer the Union an opportunity to meet prior to the layoff to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Except in the case of emergency, the Employer shall notify the affected employees ten (10) workdays in advance of the effective date of their layoff or job abolishment. Employees laid off due to an emergency will be notified as early as possible.

**Section 12.2.** The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority as defined in Article 11 of this agreement and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first. Prior to any layoff of full-time permanent employees, all casual, temporary, seasonal, and part-time employees shall be laid off first if these exist in the classification for which the Employer has determined a layoff is to occur.

**Section 12.3.** Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months from their date of layoff. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. It is the responsibility of the employee to keep the Employer informed of any change in address and the employee's availability for recall during the recall period.

**Section 12.4.** Notice of recall from a non-emergency layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee. Employees will be notified of their recall date following an emergency layoff at the time of layoff or by telephone.

**Section 12.5.** In the case of a non-emergency layoff, the recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to return to work unless a later date is specified in the recall notice. The employee shall, however, contact the Employer as soon as possible, following receipt of the recall notice to indicate his/her intention to return to work. Employees who do not respond within fourteen (14) calendar days following the date of mailing of the recall notice or who refuse a recall shall be removed from the recall list.

## **ARTICLE 13**

### **JOB POSTING AND BIDDING PROCEDURE**

**Section 13.1.** Whenever a vacancy occurs and the Employer elects to fill it, a notice of such vacancy and a complete job description shall be posted on the bulletin board for ten (10) calendar days. If the vacancy occurs during summer, Christmas or Easter break, a copy of the notice will be included in paychecks. In the case of positions requiring a degree or special licensing or certification prior to employment, the notice shall only be given to those employees who meet such requirements. The President of the Union shall receive a copy of all notices posted. Anyone wishing to apply for the vacant position shall have ten (10) calendar days from the date of the posting, to submit his bid. All applicants shall submit a signed bid form to the Employer, listing his qualifications and previous work experience. The Employer shall not be obligated to consider any bids submitted after the posting date or applicants who do not meet all the necessary qualifications for the job.

**Section 13.2.** In selecting an applicant to fill a clerical, maintenance or janitorial position the Employer shall select the applicant who possesses all the necessary qualification for the position. If it is determined that there are two (2) or more applicants possessing the necessary qualifications, then the applicant with the greatest length of previous service with the Employer shall be selected.

In selecting an individual to fill a professional or direct service position the Employer may select an outside applicant only if such applicant possesses qualifications superior to current bargaining unit employees applying for the position. If two or more applicants possess relatively equal qualifications, then the applicant with the greatest length of previous service with the Employer shall be selected.

**Section 13.3.** The Employer may temporarily fill a vacant position for up to forty-five (45) work days. If the position is continued after the forty-five (45) work day period, it shall be posted and bid in accordance with this Article. "Vacant Position" shall be defined as a position that is available due to the permanent separation of an employee, i.e. resignation, retirement, termination, etc. or the creation of a new position by the Board, "Vacant Position" does not apply to a position that must be filled to cover a regular employee who is on sick leave, Family Medical Leave, personal leave, or other Board approved leave of absence, regardless of the duration of that leave.

**ARTICLE 14**  
**HOURS OF WORK AND OVERTIME**

**Section 14.1.** The standard work period shall begin at 12:01 a.m. on Monday and shall end at 12:00 midnight the following Sunday.

**Section 14.2.** The normal work schedules for bargaining unit employees shall be based on a 12-month calendar, days and hours worked as outlined below, except in the case of a layoff or declared emergency:

<b><u>CLASSIFICATION</u></b>	<b><u>HOURS/DAY</u></b>	<b><u>DAYS/YEAR</u></b>
Administrative Secretary	8	260
Custodial Worker	6	260
Early Intervention Assistant	7	255
Early Intervention Specialist	7	250
Maintenance/Repair Worker	8	260
Recreation/Social Development Spec.	7	260

Eight (8) hour per day employees shall be provided a one (1) hour lunch break. The lunch break shall normally be taken at or near the middle of their regular work shift. The purpose of the lunch break is to provide employees an opportunity to eat and not to reduce the normal workday by one (1) hour. Employees not able to schedule their lunch break at the normal time shall schedule their lunch later in the day. Any employee desiring to leave the building for their lunch break shall obtain advance approval from the Superintendent. If the employee can substantiate

that he was unable to schedule his lunch during the normal workday, he shall be permitted to take the last hour of the workday off or be provided flex time on a different date.

**Section 14.3.** When a non-professional employee is required and approved by the Employer to work more than forty (40) hours in a work period, he shall be paid overtime pay for all actual hours worked in excess of forty (40) hours. Overtime shall be paid at the rate of one and one-half (1 ½ x) the employee's regular hourly rate of pay.

**Section 14.4.** Professional employees, as defined in the Fair Labor Standards Act and covered by this Agreement, shall not be eligible for overtime payments, although the nature of their positions may require them to work beyond the normal workday or on weekends. Professional employees, as defined in this article, shall include but not be limited to the following: Early Intervention Specialist and Recreation/Social Development Specialist. Professional employees required to work on weekends or hours in addition to their normal schedule because of operational demands, training sessions or emergencies or required by the Employer to attend evening meetings or extra curricular activities not considered a normal part of their job, may be permitted to flex their schedules subject to the advance approval of the Superintendent.

**Section 14.5.** Bargaining unit employees required to work seven (7) hours or more per day shall be entitled to two (2) fifteen (15) minute work breaks. Employees required to work at least seven (7) hours per day but less than eight (8) hours per day may combine their work breaks to create a single, half hour period. A combined work break is taken in place of the two (2) fifteen (15) minute work breaks permitted by this paragraph. Combined work breaks are subject to the same conditions set forth below for approval and use of fifteen (15) minute work breaks.

Employees working at least four (4) continuous hours per day shall be entitled to one (1) fifteen (15) minute work break.

Work breaks may be taken anytime during your shift provided that activities are not disrupted and your supervisor approves.

Work breaks shall not be accumulative and employees are not entitled to additional compensation if they are unable to take their work breaks due to work load requirements.

## **ARTICLE 15**

### **WAGES**

**Section 15.1.** All non-degreed staff shall be paid in accordance with the rates established in Appendix A of this Agreement based upon their classification and their years of experience. Following completion of one (1) year of service, or completion of at least one hundred and twenty (120) workdays, the employee shall advance to the next higher pay step within the pay range assigned to his classification at the beginning of the first pay period for that program year.

The wage rates contained in Appendix A represent no general wage increase for the first year of this agreement. In addition, bargaining unit employees shall remain in their current wage step for the first year of this agreement.

Either party may reopen this Article 15, Wages, by providing written notice to the other party no earlier than one hundred eighty (180) calendar days prior to June 30, 2013, nor later than ninety (90) calendar days after June 30, 2013, for the sole purpose of conducting negotiations on wage rates to be effective on or after July 1, 2013.

If the parties cannot agree to wages for both years 2 and 3 during the first reopener period, either party may then reopen Article 15, Wages, by providing written notice to the other party no earlier than one hundred eighty (180) calendar days prior to June 30, 2014, nor later than ninety (90) calendar days prior to June 30, 2014, for the sole purpose of conducting negotiations on wage rates to be effective on or after July 1, 2014.

The parties agree that negotiations regarding the reopening of Article 15, Wages, shall be done in accordance with Article 39, Impasse Procedures.

The parties agree that if any Board employed management employee receives a general wage increase during the first year of the agreement, bargaining unit wages shall be increased by the same percentage. Such "general increase" means the percentage increase the Employer establishes which does not involve promotions or increases provided to Board employed management employees whose jobs have been substantially altered, or the like.

**Section 15.2.** Except as otherwise specified herein, all twelve (12) month professional employees shall be paid in accordance with this Agreement based upon their years of experience, training and Degree. Following completion of one (1) year of service or completion of at least one hundred and twenty (120) workdays, the employee shall advance to the next higher pay step at the beginning of the first pay period for that program year. All professional employees shall advance to row 2 or 3 on the pay scale following verification to the Employer that the employee has completed the additional required training or obtained the required Degree.

**Section 15.3.** For purposes of this Article employees shall be entitled to a maximum of five (5) years of service credit for experience in another Board of DD or educational facility in the same or similar classification as approved by the Employer. The employee must submit proof of such prior service to the Employer with his/her request for prior service credit. Following verification of the prior service credit by the Employer, the additional years of service shall be added in determining the appropriate pay step to which the employee should be assigned.

**Section 15.4.** All employees' pay step increase shall be effective July 1 of every year. Step increases shall be granted only when there is completion of at least one (1) year of service or completion of at least one hundred and twenty (120) workdays. All salary adjustments for completion of additional training or obtaining a higher Degree shall be effective at the beginning of the first full pay period following the employee's submission of a written request for the adjustment and verification of the employee's qualifications for the adjustment.

**ARTICLE 16**  
**HOLIDAYS**

**Section 16.1.** Bargaining unit employees shall be entitled to holiday pay at their regular hourly rate for those hours which they are normally scheduled for on the following recognized holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Washington-Lincoln Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

**Section 16.2.** If a holiday falls on a Sunday, it will be observed on the following Monday. If a holiday falls on Saturday, it will be observed on the preceding Friday. If an employee's work schedule is other than Monday through Friday, he shall be entitled to holiday pay for holidays observed on his day off, regardless of the day of the week on which they are observed.

**Section 16.3.** To be eligible for holiday pay an employee must have worked his last scheduled workday prior to the holiday and must work his next scheduled workday following the holiday, unless on an approved paid leave.

**Section 16.4.** Payment will not be made for a holiday which occurs during an unpaid leave of absence. If a holiday occurs during a period of previously scheduled vacation leave, the employee will receive his normal holiday pay, without being charged for vacation leave.

**ARTICLE 17**  
**PERSONAL LEAVE DAYS**

**Section 17.1.** All bargaining unit employees shall be entitled to two (2) personal leave days per year. However, any employee who fails to complete one (1) full year of service shall have any personal leave days utilized deducted from their final paycheck.

**Section 17.2.** Request to use a personal leave day must be submitted to the Superintendent or his designee on the appropriate form at least one (1) week in advance. In the event of an emergency, less advance notice may be authorized by the Superintendent. If a timely submitted request is not denied within seventy-two (72) hours following receipt by the Employer, it shall be deemed approved.

**ARTICLE 18**  
**VACATIONS**

**Section 18.1.** Full-time bargaining unit employees working two hundred forty (240) days per year or more, after completion of one (1) full year of service with the Employer, shall be entitled to paid vacation time as follows:

After one (1) year of service	10 working days
After eight (8) years of service	15 working days
After fifteen (15) years of service	20 working days
After twenty-five (25) years of service	25 working days

Employees eligible for vacation shall accrue vacation in accordance with the following schedule:

One (1) year, but less than eight (8) years .....	3.1 hours for each 80 hours in active pay status
Eight (8) years, but less than fifteen (15) years .....	4.6 hours for each 80 hours in active pay status
Fifteen (15) years, but less than twenty-five (25) years .....	6.2 hours for each 80 hours in active pay status
Twenty-five (25) or more years .....	7.7 hours for each 80 hours in active pay status

Eligible employees who work less than eighty (80) hours in a pay period will be credited with vacation on a pro-rated basis.

Employees shall be paid their normal daily rate for each day of vacation taken. If a recognized holiday occurs during a period of previously scheduled vacation leave, the employee shall receive his normal holiday pay, without the day being charged to vacation leave.

**Section 18.2.** Any employee hired after January 25, 1988 shall have only those years of continuous service with the Employer or with any county in Ohio included in determining the amount of vacation time the employee is entitled to receive following completion of his first year of employment provided the employee's break in continuous service was less than ten (10) years. Employees hired prior to January 25, 1988 who had prior service with any political subdivision in Ohio with a break in such public service of less than ten (10) years, shall have all such prior service counted in determining the amount of vacation they are entitled to receive.

**Section 18.3.** Vacation leave shall be taken by the employee within the twelve (12) month period following the date it was earned and prior to the recurrence of the employee's next anniversary date of employment. If an employee has applied for and been denied vacation leave, due to work requirements, the Employer shall permit the employee to carry over his vacation leave to the following year provided the vacation is used within the twelve (12) month period following the date it was permitted to be carried over.

**Section 18.4.** Upon separation from employment, an employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year plus any unused vacation leave accrued to his credit in the previous year and permitted to be carried over in accordance with Section 18.3.

**Section 18.5.** In the event of the death of an employee, the unused vacation leave to the credit of such employee shall be paid to the deceased employee's estate.

**Section 18.6.** Vacation leave is to be taken at a time mutually agreeable to both the Employer and the employee. Vacation leave shall normally be taken in units of five (5) work days and shall be scheduled with the approval of the Superintendent. Smaller units of vacation (minimum one [1] workday increments) may be scheduled provided the request is received at least two (2) days in advance of the desired vacation date. Working day increments of vacation will be considered for approval by the Superintendent in emergency situations on a case by case basis.

**Section 18.7.** Vacation time is earned during the time the employee is in active pay status. It is not earned during an unpaid leave of absence.

**Section 18.8.** Two (2) staff members with similar position responsibilities may not be granted vacation weeks simultaneously. Leave request dates will be awarded on a first come, first serve basis. If two (2) employees in the same department simultaneously request leave for the same period of time, the leave will be awarded based on seniority and operational needs of the department.

## **ARTICLE 19** **SICK LEAVE**

**Section 19.1. Crediting of Sick Leave.** All employees covered by this Agreement shall earn and accumulate paid sick leave at the rate of .0577 hours of sick leave for each hour of regular service in active pay status, including paid holidays, vacations, and sick leave, but not including unpaid leaves of absence or layoffs. An employee may accumulate his unused sick leave without limit. The Employer shall notify employees of their sick leave balances two (2) times per year (September and January).

**Section 19.2. Carry in of Sick Leave.** Employees hired in on or before July 1, 1992 shall be allowed to carry in up to fifteen (15) days of sick leave. Any employee hired after July 1, 1992 shall be allowed to carry in up to thirty-five (35) days of sick leave.

**Section 19.3. Uses of Sick Leave.** Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and for illness, injury, or death in the employee's immediate family. Sick leave usage for death in the immediate family shall be limited to a reasonable period of time not to exceed three (3) days. In the event the death is that of a spouse or child, the sick leave usage may include up to five (5) days. In the case of a member of the immediate family not living in the same household, the Employer may credit sick leave when it is believed justified, but such cases will be carefully investigated. An employee shall be permitted to take a portion of a sick day for medical, dental, or optical examination which cannot be scheduled during the non-working hours. A certificate from a licensed physician, dentist, or optometrist verifying the appointment may be required.

For purposes of this Section, "immediate family" shall be defined as the employee's father, mother, spouse, child, step-child, brother, sister, grandparents, grandchildren, step-grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse's grandparents, legal guardian or other person who stands in place of a parent, aunt, uncle, niece and nephew.

**Section 19.4. Notification by Employee.** When an employee is unable to report to work, he shall notify the Employer or other designated person, two (2) hours prior to the time he is scheduled to report to work on each day of absence, unless the employee makes other advance arrangements with the Employer. Employees failing to report as outlined above may be subject to disciplinary action, and shall not be eligible for sick leave benefits.

If an employee reports his absence within thirty (30) minutes following his scheduled starting time, he will be placed on an unpaid leave of absence for the day.

Any employee who fails to report his absence within thirty (30) minutes following his scheduled starting time or who continually fails to report his absence timely, shall be considered absent without leave, subject to disciplinary action and shall not be entitled to sick leave benefits:

Upon the discretion of the Superintendent, following investigation, he may waive the regulations contained in this Section 4 due to special circumstances.

**Section 19.5. Evidence Required for Sick Leave Usage.** Any employee requesting sick leave shall be required to furnish a standard written statement, stating the nature of the illness, to justify the use of sick leave. Falsification or failure to provide the written and signed statement shall be grounds for disciplinary action and denial of sick leave payment. The written and signed statement must be submitted to the Employer or his designee by the end of the workday following the employee's return to work.

**Section 19.6. Physician Statement.** Anytime an employee requests sick leave exceeding three (3) days or anytime the employee requires medical attention while on sick leave, the employee shall obtain and submit to the Employer or his designee a certificate from his physician stating the nature of the illness or injury. A physician's certificate may also be required whenever an employee has established a record of excessive or patterned sick leave usage.

In applying the provisions of this Section, the injury or illness of a member of the employee's immediate family shall be counted separately.

**Section 19.7. Charging of Sick Leave.** Sick leave shall be charged in minimum units of fifteen (15) minutes. An employee shall be charged for sick leave only for days on which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled hourly, workday or workweek earnings.

**Section 19.8. Expiration of Sick Leave.** If illness or disability continues past the time covered by earned sick leave, an employee may request an unpaid leave of absence in accordance with the appropriate Articles of this Agreement.

An employee who has exhausted his accumulated sick leave and who has failed to have a leave of absence approved, shall be considered absent without leave and subject to disciplinary action.

**Section 19.9. Abuse of Sick Leave.** Employees failing to comply with sick leave rules and regulations shall not be paid and shall be subject to appropriate disciplinary action in accordance with this Agreement. The Employer may initiate investigations when an employee is suspected of abusing sick leave rules and regulations. The Union and the Employer agree to work together to ensure that there is no abuse of this Article.

**Section 19.10. Cash Payment of Sick Leave upon Retirement.** Each employee who retires after five (5) to fifteen (15) years of service with the Williams County Board of DD, shall be paid for twenty-five percent (25%) of their accumulated but unused sick leave, not to exceed a maximum payment of sixty (60) days. Employees with more than fifteen (15) years of service with the Board shall be paid for thirty-three percent (33%) of their accumulated but unused sick leave, not to exceed a maximum payment of seventy-five (75) days. This payment will be based upon the employee's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated. Sick leave conversion does not apply to any termination or separation other than a disability or service retirement under the Public Employee's Retirement System at the time of separation from employment.

## **ARTICLE 20** **INJURY LEAVE**

**Section 20.1.** In the event of a work-related injury or occupational illness incurred in the course of employment, the Employer may grant the employee full pay for a period not to exceed ten (10) workdays. The Employer may grant additional injury leave, on a case-by-case basis and at the Employer's discretion, up to an additional ten (10) workdays. This ten (10) workdays paid leave is fully paid by the Employer and is in lieu of Workers' Compensation. An employee who applies for injury leave will apply to BWC for medical benefits only, and not lost income benefits. If the injury claim is denied by Workers' Compensation, the employee will revert to sick leave status.

**Section 20.2.** Injury leave is granted on a per incident basis.

**Section 20.3.** The Employer may require an employee claiming a work-related injury to submit to a physical examination by a physician of the Employer's choosing. Any such examination shall be at the Employer's expense. The Employer may require employees to work light duty if a licensed physician approves such duty.

**Section 20.4.** The employee shall return to work in a transitional work assignment, if available, during such period of disability. Said assignment shall be at the sole discretion of the Employer with written permission from the employee's attending physician. If a transitional work assignment is not applicable due to the employee's injury or as determined by the Employer, the employee shall, at the request of the Employer, submit to a physical exam by a licensed physician of the Employer's choice to determine if physical therapy may aid in the recuperation

and return to work of the employee. Physical examinations required pursuant to this article shall be at the Employer's expense.

**Section 20.5.** An employee using injury leave pursuant to this article is expected to comply with any medical restrictions (i.e., attend doctor's appointments, physical therapy, medical testing appointments, etc.) during the missed hours of work.

## **ARTICLE 21** **CALAMITY DAYS**

**Section 21.1.** Whenever the Enrichment Center building is closed due to bad weather or other disasters as determined by the Employer, the Employer will notify affected employees by telephone by 7:00 a.m. and inform them they are not required to report to work.

**Section 21.2.** In the event that the Enrichment Center building is closed and employees have been told not to report to work, employees shall be granted time off with pay. In the event the Employer's programs are cancelled due to weather related conditions, employees shall report to work unless notified as in Section 1.

**Section 21.3.** In the event the Williams County Sheriff declares a level 2 snow emergency and the employees have not been informed not to report to work as per Section 21.1, bargaining unit employees are expected to report to work or use another form of paid leave, excluding sick leave. (A level 2 snow emergency means that roads are hazardous with blowing and drifting snow a possibility. Only those who feel it is necessary to drive should be on the roadways. Employees should contact their employers to see if they should report to work.) Employees who reside outside of Williams County, who are unable to report to work due to any level snow emergency must cover the period of absence with a form of paid leave, excluding sick leave. In the event an employee does not have any paid leave available, the employee shall be granted an unpaid leave of absence.

**Section 21.4.** The maintenance worker will perform his/her regular duties involving snow and ice removal from the Enrichment Center's building entrances and sidewalks on calamity days declared by the Superintendent, unless the maintenance worker was on previously approved vacation or personal leave. When the maintenance worker works on a calamity day removing snow and ice from the sidewalks and entrance ways, he/she will be permitted to take flex time on another day for hours worked on the calamity day. If the County, Township, and State roads are closed because of a directive from the County Emergency Management Director, the maintenance worker will not be required to report on those days so declared.

## **ARTICLE 22** **COURT LEAVE**

**Section 22.1.** The Employer shall grant court leave with full pay for up to a maximum of twenty (20) workdays to an employee who is summoned for jury duty by a court of competent jurisdiction; or is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, provided the

employee is not a party to the action. If additional court time is needed, an employee may elect to use paid leave or an approved leave of absence without pay.

**Section 22.2.** Any compensation or reimbursement received for jury duty or court attendance, when such duty is performed during an employee's normal working hours and the employee is compensated by the Employer, shall be remitted by the employee to the Employer.

**Section 22.3.** Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed by the court as a parent or guardian of a juvenile. Such employee must submit his request to the Employer at least five (5) days in advance or as soon as he receives notice from the court to appear.

An employee subpoenaed to appear in court on behalf of the Board shall be compensated for such time in accordance with Article 14 of this Agreement.

**Section 22.4.** An employee who is the appellant in any action before the State Employment Relations Board and is in active pay status at the time of a scheduled hearing before SERB shall use paid leave or an approved leave of absence without pay for the purposes of attending the hearing, and must provide advance notification to the Employer as set forth in Section 22.3.

## **ARTICLE 23**

### **MILITARY RESERVE LEAVE**

**Section 23.1.** All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Military, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are required to serve in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year. The maximum number of hours for which payment under this provision will be made is one hundred and seventy-six (176) hours in any calendar year.

**Section 23.2.** In determining an employee's rate of pay while on military leave to avoid any loss in pay, the employee shall be paid by the Employer the difference between his regular rate of pay and the rate of pay received from the military.

**Section 23.3.** The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence as to such duty. There is no requirement that the service be in one (1) continuous period of time.

**Section 23.4.** Employees who are members of those components listed above will be granted emergency Military Reserve Leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid Military Reserve Leave for the year. The leave will cover the official period of the emergency.

**Section 23.5.** Employees are entitled to all rights under O.R.C. 5923.05 and the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

**ARTICLE 24**  
**ACTIVE MILITARY DUTY LEAVE**

**Section 24.1.** Any employee who has worked for the Employer at least ninety (90) days and who voluntarily or involuntarily enters any of the Armed Services of the United States, shall be granted an Active Military Duty Leave of absence without pay. If not accepted for active duty, the employee shall be reinstated to his/her former position without loss of seniority or status.

**Section 24.2.** Employees who complete their active duty obligation, without voluntarily reenlisting or extending that obligation, are entitled to return to their previous position of employment within thirty (30) days of their written request, provided such request is submitted within ninety (90) days of discharge or release from active duty.

**Section 24.3.** If temporary physical disability precludes the employee from performing his previous job, he shall be allowed up to one (1) year from the date of application to overcome such disability and return to work.

**Section 24.4.** Employees returning to a previously held position under these provisions shall receive credit for the time spent in military service in areas where length of service is a factor, but shall not accrue any benefits during the period of the military leave.

**Section 24.5.** Employees are entitled to all rights under O.R.C. 5923.05 and the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.

**ARTICLE 25**  
**PERSONAL LEAVE OF ABSENCE WITHOUT PAY**

**Section 25.1.** Upon the written request of a permanent employee, the Employer may grant an employee a personal leave of absence without pay. The request shall state reasons for taking leave of absence without pay and the dates for which such leave is being requested.

The maximum duration of leave of absence without pay for personal reasons of the employee shall not exceed one (1) working year, possible second year with mutual consent.

For purposes of this Article, a working year is defined as the time period beginning with the start of the program year and ending with the last date the employee would normally perform service for the Board during the following twelve (12) month period.

**Section 25.2.** The authorization of a personal leave of absence without pay is solely a matter of administrative discretion, and each request shall be decided by the Employer based upon its own merits.

**Section 25.3.** Upon returning from a personal leave of absence, the employee shall be placed in his/her original position, or another position at a similar level of responsibility with the same pay rate should the original position be abolished and the employee possesses sufficient seniority in accordance with the layoff procedure to return. If the original position or a like or similar position is not available, the employee shall be laid off in accordance with the terms of this agreement.

An employee who fails to return to work at the completion of a leave of absence, without an acceptable explanation to the Employer, shall be automatically terminated from employment with the Employer.

**Section 25.4.** An employee who has received an authorized leave of absence without pay does not earn any benefits during the period of the leave. However, time spent on the leave of absence is to be considered in determining length of service for purposes where seniority is a factor.

**Section 25.5.** If it is determined that an employee is abusing the leave of absence or not actually using the leave for the purpose specified in the written request from the employee, the Employer can cancel the leave and provide the employee with a written notice directing the employee to report for work. Such employee shall also be subject to discipline.

**Section 25.6.** When an employee is granted a personal leave of absence without pay for medical reasons, the employee shall provide medical documentation from a licensed physician showing full qualifications to perform the duties of the position prior to being allowed to return to work. If the Employer requires a second physician's opinion, an examination shall be conducted by a physician designated and paid for by the Employer.

**Section 25.7.** Any employee who does not, or cannot, return from a personal leave without pay granted for medical reasons at the expiration of such leave, shall resign, take a disability retirement, or shall be terminated from employment with the Employer.

**Section 25.8.** Employees, while on a personal leave of absence without pay, may continue to receive group hospitalization coverage, provided the employee pays for all costs involved in providing such benefit.

## **ARTICLE 26**

### **OAPSE BUSINESS LEAVE**

**Section 26.1.** Duly elected or appointed delegates to conventions, conferences, or seminars, and/or OAPSE business of the Union who are in the bargaining unit shall be granted time off for the purpose of participating in such conventions, conferences, seminars, and/or OAPSE business, and activities. This article is to include OAPSE delegates, OAPSE local officers, and OAPSE executive board members. The employee shall submit a written request for the amount of time used to attend to union business to the Employer or his designee ten (10) working days prior to the requested date for the leave to begin. Such leave shall not exceed a total of twelve (12)

working days per calendar year for all members of the bargaining unit — two (2) of which shall be with pay and ten (10) without pay.

**ARTICLE 27**  
**MEDICAL INSURANCE COVERAGE**

**Section 27.1.** Effective July 1, 2008, all full-time bargaining unit employees who are assigned to work thirty-five (35) or more hours per week, will be provided the following Medical Insurance Benefits (Any employee eligible upon execution of this Agreement for health insurance will remain eligible under the guidelines when they were hired in):

- A group Hospitalization plan
- Major Medical
- Dental
- \$10,000 term life including accidental death or dismemberment

The Board of DD shall provide the same insurance benefits as are available to all other employees of Williams County.

**Section 27.2.** For eligible employees hired prior to July 1, 1998, the Employer will pay 100% of the total premium cost for single coverage and 75% of the total premium cost for family coverage. The remaining 25% of family coverage to be paid by the employee through payroll deductions.

For eligible employees hired after July 1, 1998, the Employer will pay a percentage of the total premium cost for single and family coverage as outlined below. Full-time employment is based on being assigned to work thirty-five (35) hours per week.

<u>Coverage</u>	<u>% Worked</u>	<u>% Paid by Board</u>	<u>% Paid by Employee</u>
Single	75 to 100%	100%	0%
	62.5 to 74%	95%	5%
Family	75 to 100%	75%	25%
	62.5 to 74%	70%	30%

**Section 27.3.** Entry periods for employees shall be as specified by the applicable policy, including initial employment and/or upon layoff of an eligible dependent that results in termination of medical coverage by the dependent's previous employer.

**Section 27.4.** Employees with covered dependents shall notify the Employer immediately when such dependents become eligible for coverage through another source. The Employer coverage will terminate on the effective date of alternate coverage.

**Section 27.5.** Any employee who has comparative insurance coverage through another source shall not be entitled to duplicate coverage at the Employer's expense.

**ARTICLE 28**  
**HEALTH EXAMINATIONS**

**Section 28.1.** The Employer may require an employee to take an examination, conducted by a licensed physician, or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. The cost of the examination shall be paid by the Employer. Any employee found to be physically or mentally incapable of performing the duties of his position may be placed on sick leave or an unpaid disability leave in accordance with this Agreement.

**Section 28.2.** If the employee disagrees with the opinion of the Employer-selected physician or psychologist, he may submit documentation from his own physician or psychologist for consideration by the Employer. If there is still a disagreement regarding the employee's capability to perform the duties of his position, the two (2) physicians (Employer's and employee's) shall choose a third party to evaluate the employee. The cost for obtaining the second and third opinions shall be paid by the employee.

However, if the employee is determined to be capable of performing the duties of his position by the mutually agreed upon physician or psychologist, he shall be reinstated to his former position immediately and the cost of the third opinion shall be paid by the Employer.

**ARTICLE 29**  
**SAFETY**

**Section 29.1.** Safety must be a prime concern and responsibility of both parties. Therefore, the Employer will attempt to provide safe working conditions, equipment, and working methods for employees. The employees accept the responsibility to follow all safety rules and safe working methods as established by the Employer.

**Section 29.2.** All working conditions believed to be unsafe must be reported by the employee to the designated supervisor as soon as said unsafe conditions are known.

**ARTICLE 30**  
**TRAVEL EXPENSES**

**Section 30.1.** Employees shall receive compensation for use of their personal vehicles for job related mileage at the Federal Standard Rate effective January 1 of each year. The employee must submit proof of insurance and a valid driver's license to be eligible for mileage reimbursement.

**Section 30.2.** An employee must submit his request for mileage reimbursement on the standardized form available in the administrative office. The request must be submitted to the Employer no later than the second Wednesday of the month following the month in which the expense was incurred. Any employee who fails to submit his request in a timely manner as provided herein shall not receive mileage reimbursement for that month. The employee must receive prior approval from the Superintendent for lunch and travel expenses.

**ARTICLE 31**  
**BOARD REQUIRED TRAINING/BACKGROUND CHECKS**

**Section 31.1.** The Employer agrees to pay the cost for the instructor and materials for any training which the Employer requires employees to attend (i.e., cope training, first aid training, etc.).

**Section 31.2.** The Employer agrees to pay the cost of criminal background checks required of employees as mandated by law.

**ARTICLE 32**  
**EDUCATIONAL INCENTIVES**

**Section 32.1.** The Employer will offer the opportunity for employees to increase their educational skills and knowledge through an Educational Incentive Program.

**Section 32.2.** All courses must have the prior approval of the Superintendent and must be taken from an accredited college or university. All courses must be related to the field of mental retardation and developmental disabilities or early childhood. The Superintendent will approve any courses meeting the above criteria up to a total expenditure limit of two thousand dollars (\$2,000.00) per calendar year for all bargaining unit employees. Any request to attend courses which would exceed the annual expenditure limit shall be subject to the approval of the Board.

**Section 32.3.** An employee can take only one (1) class per quarter or semester during any program year. The yearly limit is twelve (12) semester hours or eighteen (18) quarter hours.

**Section 32.4.** The Employer will reimburse the employee fifty percent (50%) of the total cost of the tuition fees up to a maximum of fifty dollars (\$50.00) per credit hour, per session. Final reimbursement will be predicated on the employee receiving an A or B in the course and the issuance of a grade or transcript showing the final grade. There will be no compensation for courses taken towards maintaining certification in a position that the employee is currently holding unless the additional certification requirements were mandated by the State following the employment of the employee who met all certification requirements at the time of hire.

**ARTICLE 33**  
**EVALUATIONS**

**Section 33.1.** The Union recognizes the Employer's right to evaluate employee's performance.

**Section 33.2.** Employees may attach a letter of rebuttal to any evaluation but such evaluation shall not be subject to the grievance procedure.

**ARTICLE 34**  
**BULLETIN BOARD**

**Section 34.1.** The Employer agrees to provide a bulletin board in the staff lounge for use by the Union.

**Section 34.2.** All Union notices which appear on the bulletin board shall be signed, posted, and removed by the local Union President or his designee.

The bulletin board shall be restricted to Union-related materials and information. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

- Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature.
- Personal attacks upon any other Union member, any other employee, elected office holder, Board member, or member of the administration.
- Attacks on any employee organization, regardless of whether the organization has local membership.

**Section 34.3.** No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

**ARTICLE 35**  
**APPLICATION OF CIVIL SERVICE**

**Section 35.1.** It is the intent of the parties that this Agreement shall govern all matters relating to bargaining unit employees' terms and conditions of employment which were previously covered by Ohio Revised Code Sections 9.44, 124.01 through 124.56. To the extent permitted by O.R.C. 4117, any term or condition of employment addressed in whole or in part by this Agreement shall supersede and replace in its entirety any Civil Service provision relating to the same subject of any provision of law which may conflict with the provisions herein. It is expressly understood that all regulations of the Ohio Department of Administrative Services requiring the Employer to report personnel actions are hereby superseded and replaced by the provisions herein. It is further agreed that the Ohio State Personnel Board of Review shall have no jurisdiction regarding appeals by employees included in the bargaining unit. Where this Agreement is silent, on any subject, applicable Board policy shall govern.

**ARTICLE 36**  
**NO STRIKE/NO LOCKOUT**

**Section 36.1.** The Employer and the Union realize that a strike could create a clear and present danger to the health and safety of the students and clients which the agency serves and that the

Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- B. The Employer agrees that neither it, its officers, agents or representatives will lockout bargaining unit employees during the term of this Agreement unless such employees have violated Section A above.

**Section 36.2.** Nothing in this Article shall be construed to limit or abridge the parties' right to seek any available remedies provided by law to deal with any unlawful strikes or lockouts.

**ARTICLE 37**  
**WAIVER IN CASE OF EMERGENCY**

**Section 37.1.** In cases of a public emergency, wherein the Board's facilities and/or operations are damaged or disrupted by any natural or man-made disaster, flood, fire, tornado, civil disorder, etc., the Employer may temporarily suspend any provision of this Agreement which impairs its ability to operate in an efficient, productive and effective manner during such emergency period.

**Section 37.2.** Upon termination of the emergency situation all provisions of the Agreement temporarily suspended, shall be reinstated.

**ARTICLE 38**  
**SEVERABILITY**

**Section 38.1.** This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace.

**Section 38.2.** The parties agree that should any provisions of this Agreement be found to be invalid, the remainder of the Agreement shall remain in full force and effect and the parties will schedule a meeting within thirty (30) days, at a mutually agreeable time, to discuss alternative language on the same subject matter.

**ARTICLE 39**  
**IMPASSE PROCEDURES**

**Section 39.1.** The parties agree to negotiate for a period of ninety (90) calendar days following the date of their first meeting. If the parties have not reached an agreement within forty-five (45) days following the date of their first meeting, or sooner if mutually agreed, they shall request the assistance of a mediator from FMCS. If the parties are unable to reach an agreement with the

assistance of the mediator by the end of the ninety (90) day bargaining period, the Union may exercise its right to strike subject to the provisions of Ohio Revised Code Chapter 4117.

The above shall constitute a mutually agreed upon dispute settlement procedure and a waiver by the parties of the procedures for fact-finding as provided under Section 4117.14 (c), (3), (4), (5), and (6).

## **ARTICLE 40** **WORK RULES**

**Section 40.1.** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies, and regulations consistent with the Employer's authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

**Section 40.2.** The Employer agrees that no existing work rules, policies, or regulations nor those to be established in the future shall violate any expressed terms of this Agreement or Ohio Revised Code Section 4117. The Employer further agrees that work rules, policies, and regulations shall be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies, or regulations are directed.

**Section 40.3.** Employees or the Union shall have the right to grieve work rules, policies, or regulations which violate the expressed terms of this Agreement.

**Section 40.4.** Prior to implementing new or changed work rules, policies, procedures, job descriptions, standard operating procedures, regulations, or other changes that materially affect the wages, hours, terms, or conditions of employment of bargaining unit employees, such changes, as described above, shall be reduced to writing and posted on the department bulletin board by the Employer for a period of ten (10) working days, as well as provide a copy of the posting via mail to OAPSE. The providing of a mail copy to OAPSE will not extend the stated posting period. If the Union requests to bargain over such a change within that posting period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that does not materially affect the wages or hours of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 45, Duration of Agreement, for any applicable succeeding Agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under R.C. Chapter 4117 or in any case if the change is necessary due to exigent circumstances or a state or federal directive or regulations, the Employer is not required to comply with the ten (10) day posting period or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights. The Employer will also give a copy of all work rules to each employee who shall sign to acknowledge receipt. Such posting shall constitute notification to all employees and the Union. A copy of any new or amended work rule, policy, or regulation will be provided to the local union representative.

**ARTICLE 41**  
**FAMILY AND MEDICAL LEAVE ACT**

**Section 41.1.** All bargaining unit employees shall have all rights and benefits of the Federal Family and Medical Leave Act of 1993.

**ARTICLE 42**  
**AUTOMOBILE INSURANCE**

**Section 42.1.** For purposes of this Article, only, "Policy" means every policy or program of motor vehicle liability insurance purchased by any public body, including any loss management program incorporated in that policy or program of insurance, which regulates the operation of or insures any motor vehicle used by or on behalf of the Board.

**Section 42.2.** Each employee who operates any motor vehicle for or on behalf of the Board shall conform to the requirements of all applicable policies.

**Section 42.3.** If a policy prohibits an employee's operation of a motor vehicle on behalf of the Board, he/she shall promptly notify the Board of the disqualifying condition and cease operating a motor vehicle for or on behalf of the Board during any period of disqualification.

**Section 42.4.** Any employee whose duties require him/her to operate a motor vehicle for or on behalf of the Board who loses his eligibility to do so shall be laid off and his/her layoff shall be deemed the result of an emergency for purposes of Article 12.

**Section 42.5.** In the event of a change in any policy during the term of this Agreement, the Board and the Union agree to promptly negotiate regarding the effects of, or alternatives to, that change.

**ARTICLE 43**  
**DURATION OF AGREEMENT**

**Section 43.1.** This Agreement represents the total and complete Agreement on all matters subject to bargaining between the Employer and the Union and shall be effective July 1, 2012, and shall remain in full force and effect through June 30, 2015, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one (1) party gives written notice as provided herein.

**Section 43.2.** If either party desires to modify, amend, or terminate this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and eighty (180) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to expiration date of this Agreement. Such notice of intent shall be sent by certified mail with return receipt requested. The party that gives such notice shall submit its proposals at the first scheduled negotiations meeting between the parties. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent. Sections of this Agreement may be waived, modified or amended by mutual consent of the parties.

**Section 43.3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer, the employees and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

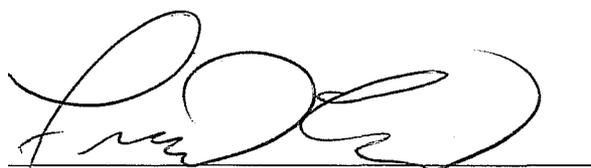
The provisions of this Agreement constitute the entire Agreement between the Employer and the Union and all prior agreements and practices, either verbal or written, are hereby canceled.

AGREEMENT SIGNATURES

THIS AGREEMENT made and entered into this July 1, 2012, by and between Williams County Board of DD, hereinafter called the "Employer" or the "Board," and Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO, and its Chapter 779, hereinafter called the "Union," for and on behalf of the employees in the bargaining unit set forth in Article 2, Union Recognition, of this Agreement.

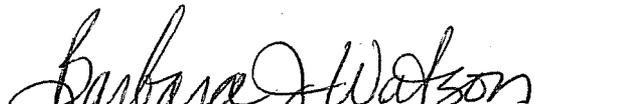
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and the year first above written.

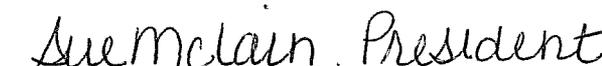
BOARD OF DD:

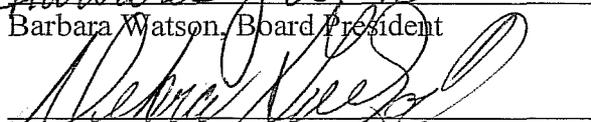
  
Fred Lord, Employer Representative

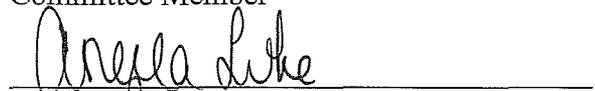
OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES/AFSCME  
LOCAL 4/AFL-CIO:

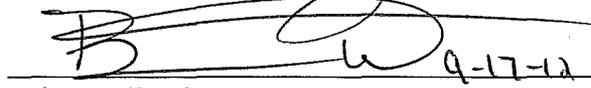
  
Kelly Mobley, OAPSE Representative

  
Barbara Watson, Board President

  
Sue McLain, President  
Committee Member

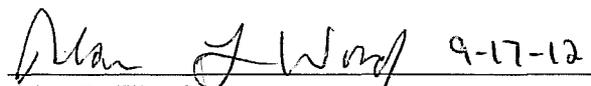
  
Debra Guilford, Superintendent

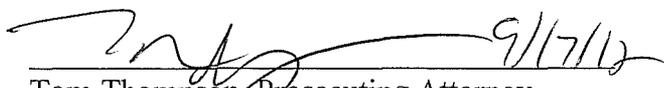
  
Angela Luke  
Committee Member

  
Brian A. Davis,  
Williams County Commissioner

  
Mary K. Dietsch  
Committee Member

  
Lewis D. Hilkert,  
Williams County Commissioner

  
Alan L. Word,  
Williams County Commissioner

  
Tom Thompson, Prosecuting Attorney

**THE OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

GRIEVANCE # \_\_\_\_\_

FILING DATE \_\_\_\_\_

**EMPLOYEE GRIEVANCE**

Employee's Name \_\_\_\_\_ S.S.N. \_\_\_\_\_

Employee's Classification \_\_\_\_\_

Date and Time Grievance Occurred \_\_\_\_\_

Location Where Grievance Occurred \_\_\_\_\_

Description of Incident Giving Rise to the Filing of this Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cite Specific Article(s) and Section(s) of the Labor Agreement Believed to Have Been Violated

Desired Resolution to this Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee Signature and Date Signed \_\_\_\_\_

Union Steward and Date Signed \_\_\_\_\_

**GRIEVANCE REVIEW**

**STEP 1** IMMEDIATE SUPERVISOR

Date Grievance Received \_\_\_\_\_ Date of Meeting \_\_\_\_\_

Date of Reply \_\_\_\_\_

Reply (Give Full Details of Disposition of this Grievance and Reasons). \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Official Signature and Title \_\_\_\_\_

**EMPLOYEE NOTE: ANY APPEAL FROM THIS DECISION MUST BE MADE WITHIN THE TIME LIMITS SPECIFIED.**

STEP 2 SUPERINTENDENT

Date Grievance Received \_\_\_\_\_ Date of Meeting \_\_\_\_\_

Date of Reply \_\_\_\_\_

Reply (Give Full Details of Disposition of this Grievance and Reasons). \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Official Signature and Title \_\_\_\_\_

**EMPLOYEE NOTE: ANY APPEAL FROM THIS DECISION MUST BE MADE WITHIN THE TIME LIMITS SPECIFIED.**

STEP 3 ARBITRATION

Date Arbitration Requested \_\_\_\_\_

Date of Request for Arbitrator List \_\_\_\_\_

Name of Selected Arbitrator \_\_\_\_\_

Date Arbitrator Selected \_\_\_\_\_

Arbitration Hearing Date \_\_\_\_\_

Disposition Attached Hereto

Official Signature and Title OAPSE Representative \_\_\_\_\_

**WILLIAMS COUNTY BOARD OF DD**

**BID NOTICE**

Date of Posting: \_\_\_\_\_

Vacancy: \_\_\_\_\_

Salary: \_\_\_\_\_

Required Qualifications: \_\_\_\_\_

Bids will be received until \_\_\_\_\_ in the office of the  
Date

Superintendent on a form provided by the Employer. This agency is “an Equal Opportunity Employer.”

**WILLIAMS COUNTY BOARD OF DD**

**BID FORM**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Position: \_\_\_\_\_

Current Classification: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Qualifications and Previous Work Experience: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee Signature: \_\_\_\_\_

## **Section 4.2.28 Driver Eligibility/Driving Privileges**

Employees of Williams County Board of Developmental Disabilities who drive either county owned, or privately owned vehicles during the scope of their employment, must remain in compliance with the guidelines prescribed by CORSA, the County's insurance carrier. The requirement to drive in the scope of employment will be noted on all applicable job descriptions.

Points will be assessed against officials and employees of the County Board of DD, regardless of where the incident occurs and regardless of whether the incident occurs while in the scope of the employment. Policy 4.2.28, Schedule A, outlines the points assigned for various violations. If an existing employee, or prospective employee, fails to report any accident, arrest, and/or violation prior to operating a County vehicle or any other vehicle on behalf of the County Board of DD, said employee, or prospective employee shall be charged triple points for any accident, arrest, and/or violation which has been accumulated. This shall be in addition to any other penalty or discipline that the County employer shall impose.

### **IMPLEMENTATION SCHEDULE:**

All employees hired prior to January 5, 1995, shall have all "points" disregarded prior to February 5, 1995.

The guidelines of this policy will apply to all new employees. In addition, any applicant who has accumulated more than four points, per Schedule A, shall not be hired into a position requiring the applicant to drive a vehicle on behalf of the County Board of DD.

To the extent allowed by law, this resolution acts as a condition of the employment of those County Board of DD employees whose duties require driving on-the-job, and any employee who is suspended under this resolution may, at the discretion of the County Board of DD, be disciplined, including but not limited to, suspension from work without pay for the duration of the driving suspension, or dismissed.

Those employees suspended from driving will sign "Schedule B."

All newly hired employees will complete and sign "Schedule C" which will be part of the application process.

**FORMS:**

Schedule A	4.2.28 (A)	Assessment of points and penalties
Schedule B	4.2.28 (B)	Statement of Understanding of Employer Suspended from Driving for the County Board of DD
Schedule C	4.2.28 (C)	New Employee Questionnaire

12/15/96

## SCHEDULE A

The following points will be assessed against officials and employees of the County, regardless of where the incident occurs and regardless of whether the incident occurs while in the scope of employment.

---

Traffic Violations Not Involving an Accident or Injury to Other Except Parking Violations or those Listed Separately Below:

First Offense	1 Point
Second Offense	2 Points
Third Offense	3 Points (Each)

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Speeding:	A.	First Offense	1 Point
	B.	Second Offense	2 Points
	C.	Third or More Offense	3 Points (Each)

---

Accidents:	A.	First at Fault or Contributory Accident	3 Point
	B.	Second at Fault or Contributory Accident	4 Points
	C.	Third or More at Fault or Contributory Accident	6 Points (Each)
	D.	If a Driver has Three Not at Fault Accidents within a Three Year Period, the Driver Must be Couseled by Loss Control Coordinator or Other Person or Body, as Appointed by the Board of Commissioners, Who May in Their Discretion Determine that the Driver is Required to Attend a Driver Education Course on the Avoidance of Accidents	

---

Reckless Operation:

A.	First Offense	4 Points
B.	Second Offense	8 Points

---

Falling Asleep while Driving:

A.	First Offense	4 Point
B.	Second Offense	8 Points

---

Driving while under the Influence of Alcohol or Drugs:

A.	First Offense	6 Point
B.	Second Offense	12 Points

**If an existing employee or prospective employee fails to report any accident, arrest, and/or violation prior to operating a County vehicle on behalf of the County, said employee or prospective employee shall be charged triple points for any accident, arrest, and/or violation which has been accumulated. This shall be in addition to any other penalty or discipline that the County Employer shall impose.**

---

**In computing number of points to be charged each accident, arrest, and/or violation shall be charged the appropriate number of points. All points accumulated will be added together to determine the total number of points charged.**

---

Points will be accumulated within a 3-year period, without regard to whether the official or employee was elected or employed during the entire 3-year period. The following are the penalties to be assigned to any driver, regardless of their position, who either drives a County controlled vehicle, or any other vehicle on behalf of the County, and has accumulated points due to accidents, arrests, or violations, while operating a County vehicle or any other vehicle, and whether such incident occurred during the course of employment or at any other time.

- |                 |  |
|-----------------|--|
| 0 to 2 points   | No action required.  |
| 2 to 3 points   | Written warning from Employer.   |
| 4 to 5 points   | Defensive driving course required, at employee's expense.  |
| 6 to 7 points   | 30 day suspension from driving. Remedial driving course required, at employee's expense. Except if any incident involved a conviction for use of alcohol or drugs the suspension shall be for 90 days, unless the court imposes a greater suspension in that case, the court imposed suspension shall apply.   |
| 8 to 9 points   | 180 day suspension from driving. Prior to driving, shall complete a remedial driving course at employee's expense. In the event that any two or more incidents involved a conviction for the use of alcohol or drugs, the employee shall complete a drug/alcohol rehabilitation program. In the event the court imposes a greater penalty, that shall apply. |
| 10 to 11 points | 365 day suspension from driving. Prior to driving, shall complete a remedial driving course at employee's expense. In the event that any two or more incidents involved a conviction for the use of alcohol or drugs, the employee shall complete a drug/alcohol   |

rehabilitation program. In the event the court imposes a greater penalty, that shall apply.

12 or more points

Three (3) year suspension from driving. Prior to driving, shall complete at the employee's expense a remedial driving course. In the event any incident involved a conviction for the use of alcohol or drugs, the employee shall complete a drug/alcohol rehabilitation program. Additionally, the employee shall have a mental health evaluation and complete therapy if required. In the event the court imposes a greater penalty, that shall apply.

**SCHEDULE B**

**STATEMENT OF UNDERSTANDING OF EMPLOYEE  
SUSPENDED FROM DRIVING FOR THE COUNTY**

---

I understand that I have been suspended from driving on behalf of the County. Any driving that I do during the term of the suspension will not be in the scope of my employment with the County for any reason, even if a supervisor directs me to drive during the term of my suspension. Although I understand that I may have consequences on the job for the actions which caused my license suspension, I understand that I cannot be disciplined for refusing to drive during the term of my suspension.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**WITNESS:**

**EMPLOYEE:**

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE C**

**TO BE INCLUDED IN THE APPLICATION FOR ALL PROSPECTIVE NEW EMPLOYEES ESPECIALLY THOSE WHO MAY ON OCCASION DRIVE A COUNTY VEHICLE OR ANY OTHER VEHICLE ON BEHALF OF THE COUNTY.**

FIRST, MIDDLE, & LAST NAME: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Ohio Driver License Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

(THE ABOVE INFORMATION IS REQUIRED BY THE STATE OF OHIO TO RUN A MVR)

Position Applied for: \_\_\_\_\_

I UNDERSTAND THAT AS A CONDITION OF EMPLOYMENT I MUST HAVE A CURRENT AND VALID OHIO DRIVER'S LICENSE AND AN ACCEPTABLE DRIVING RECORD, WHICH MEETS THE STANDARDS OF THE COUNTY'S AUTO LIABILITY INSURER.

I FURTHER UNDERSTAND THAT I MUST PROVIDE, WITH MY APPLICATION, PROOF OF PERSONAL AUTO LIABILITY INSURANCE THAT MEETS THE REQUIREMENTS OF THE STATE OF OHIO AND EXISTING COUNTY MINIMUM REQUIREMENTS.

I FURTHER UNDERSTAND THAT I MUST PROVIDE, WITH MY APPLICATION A COPY OF THE BUREAU OF MOTOR VEHICLES REPORT SHOWING MY DRIVING RECORD FOR ALL STATES THAT I HAVE RESIDED IN DURING THE PAST THIRTY-SIX (3 YEARS) MONTH PERIOD.

QUESTIONNAIRE:

DURING THE PREVIOUS THIRTY-SIX MONTHS HAVE YOU BEEN INVOLVED IN ANY OF THE FOLLOWING:

1. Can you do the requirements of the job, to include driving, if necessary, with a reasonable accommodation? \_\_\_\_\_
2. If you answered yes to Question No. 1, what is the accommodation you need, if any, to do the job? \_\_\_\_\_
3. Had automobile insurance rejected, cancelled, refused, or been in a high risk insurance program? \_\_\_\_\_
4. Been involved in any accidents either at fault or not at fault? \_\_\_\_\_
5. Been arrested for any traffic related incidents? \_\_\_\_\_
6. Had any traffic violations other than overtime parking? \_\_\_\_\_

PLEASE PROVIDE ALL DETAILS INCLUDING DATE AND LOCATION FOR ANY QUESTION THAT WAS ANSWERED BY "YES."

I UNDERSTAND THAT BY GIVING INCORRECT INFORMATION OR BY OMITTING INFORMATION I AM FALSIFYING MY APPLICATION AND THEREFORE SUBJECT TO DISMISSAL IF HIRED. I FURTHER AGREE THAT THE COUNTY AS MY EMPLOYER MAY CHECK MY DRIVING RECORD AT ANY TIME. I FURTHER AGREE TO REPORT TO MY SUPERVISOR ANY ACCIDENTS, ARRESTS, VIOLATIONS, OR CANCELLATION OF PERSONAL INSURANCE AS SOON AS POSSIBLE AFTER THEY OCCUR, AND PRIOR TO DRIVING ANY VEHICLE ON BEHALF OF THE COUNTY.

PRIOR TO DRIVING ON BEHALF OF THE COUNTY: I AM FAMILIAR WITH THE COUNTY RESOLUTION REQUIRING DRIVING SUSPENSIONS FOR A POOR DRIVING RECORD. I UNDERSTAND ALL OF THE ABOVE AND AGREE TO ALL REQUIREMENTS. I FURTHER ATTEST THAT ALL STATEMENTS MADE BY ME IN THIS REPORT ARE TRUE TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Dated

## APPENDIX A

12 Month Non-degreed Pay Scale — Effective July 1, 2012 – June 30, 2013 (0%)

	0	1	2	3	4	5	6	7	8	9	10	12	14	16	18
Adm. Sec.	11.24	11.58	11.92	12.29	12.65	13.03	13.41	13.83	14.22	14.67	15.10	15.56	16.02	16.51	16.92
Cust. Worker	7.42	7.65	7.88	8.12	8.35	8.61	8.86	9.13	9.42	9.70	9.99	10.28	10.59	10.91	11.23
EI Assistant	10.29	10.59	10.91	11.24	11.59	11.93	12.29	12.66	13.04	13.42	13.84	14.25	14.68	15.11	15.57
Maint. Worker	11.25	11.53	11.94	12.30	12.66	13.05	13.43	13.84	14.26	14.67	15.12	15.57	16.04	16.52	17.02

12 Month EI Pay Scale — Effective July 1, 2012 – June 30, 2013 (0%)

	0	1	2	3	4	5	6	7	8	9	10	12	14	16	18
BS/BA	34,759	35,779	36,852	37,958	39,096	40,269	41,478	42,723	44,004	45,325	46,684	48,084	49,526	51,012	52,544
“+” 30 Hrs.	35,779	36,852	37,958	39,096	40,269	41,478	42,723	44,004	45,325	46,684	48,084	49,526	51,012	52,544	54,118
MS/MA	37,926	39,063	40,235	41,242	42,686	43,966	45,286	46,643	47,811	49,484	50,969	52,498	54,073	55,695	57,366

12 Month Recreation/Social Development Specialist Pay Scale — Effective July 1, 2012 – June 30, 2013 (0%)

	0	1	2	3	4	5	6	7	8	9	10	12	14	16	18
Non-Degreed	28,479	29,333	30,214	31,119	32,053	33,015	34,005	35,026	36,077	37,159	38,273	39,422	40,605	41,822	43,077
BS/BA	36,125	37,210	38,326	39,476	40,660	41,880	43,136	44,430	45,763	47,136	48,550	50,007	51,507	53,052	54,643
“+” 30 Hrs.	37,210	38,326	39,476	40,660	41,880	43,136	44,430	45,763	47,136	48,550	50,007	51,507	53,052	54,643	56,283
MS/MA	39,442	40,626	41,844	43,099	44,392	45,725	47,096	48,509	49,964	51,463	53,007	54,597	56,235	57,922	59,660

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WILLIAMS COUNTY BOARD OF DD  
AND  
OAPSE/AFSCME LOCAL #4, LOCAL #779

A. The Parties to this Agreement

1. The Williams County Board of DD, herein referred to as the "Employer."
2. The OAPSE/AFSCME Local #4, Local #779, hereinafter referred to as the "Union."

B. Background

The parties began negotiating for a successor labor agreement following the filing of a notice to negotiate by the Union on or about March 2, 2012. As a result of this, the parties reached a full tentative agreement for a successor labor agreement, encompassing all outstanding issues, on or about July 9, 2012.

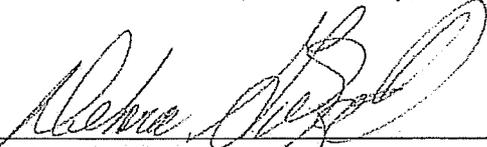
Article 18, Vacations, was one such article that was discussed during the above described negotiations. Specifically, Section 18.3 states that vacation leave shall be taken by the employee within the twelve (12) month period following the date it was earned, unless the employee had requested to use vacation and the request was denied due to work requirements. Otherwise, the employee forfeits any accumulated but unused vacation. It was discovered during negotiations that there were employees who had been inadvertently allowed to carry over vacation leave. The Union properly lodged concerns regarding employees who have been permitted to carry over said excess amounts of accumulated but unused vacation.

The Employer, understanding the concerns of employees who may have to forfeit vacation with little or no advance notification, agrees that there should be a process to address such vacation carryover.

C. The Terms

1. This agreement will apply to any bargaining unit employee who has more than the applicable annual amount of accumulated but unused vacation as of March 30, 2012. Any other vacation amount is to be handled in accordance with Article 18, Vacations, of the labor agreement.
2. An eligible bargaining unit employee, as defined in number 1 above, shall have until June 30, 2013 to schedule and use any accumulated but unused vacation that is in excess of the eligible bargaining unit employee's annual vacation amount.

3. If any eligible bargaining unit employee, as defined in number 1 above, does not schedule and use such excess accumulated but unused vacation by March 30, 2013 shall have such excess vacation purchased by the Employer and shall have no further claims to such vacation time.
4. Any bargaining unit employee, who is not eligible as defined in number 1 above, shall, immediately, be subject to Article 18, Vacations, in the labor agreement.

  
\_\_\_\_\_  
Debra Guilford, Superintendent  
Williams County Board of DD

  
\_\_\_\_\_  
Union Representative

Date Signed: 9.28.12

**RESOLUTION 12-0571**

COUNTY COMMISSIONERS' OFFICE  
WILLIAMS COUNTY, BRYAN, OHIO  
September 17, 2012

In the Matter of  
Ratify and accept the Agreement between  
Williams County Commissioners, Williams  
County Board of Developmental Disabilities  
And The Ohio Association of Public School  
Employees, AFSCME, Local #4, AFL-CIO  
And Local #779

The Board of Williams County Commissioners met in regular session on the above date with the following members present:

Lewis D. Hilbert, Present                      Brian A. Davis, Present                      Alan L. Word, Present

Mr. Davis moved adoption of the following resolution:

Be it resolved by the Board of Williams County Commissioners that we do hereby ratify and accept the Agreement between Williams County Commissioners, Williams County Board of Developmental Disabilities and The Ohio Association of Public School Employees, AFSCME, Local #4, AFL-CIO and its Local #779. The agreement is attached hereto and made a part thereof.

Mr. Word seconded the motion.

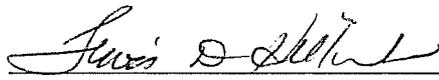
The vote upon adoption resulted as follows:

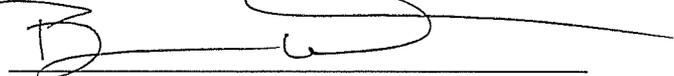
Mr. Lewis D. Hilbert, YES

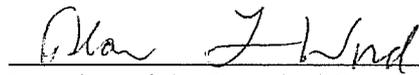
Mr. Brian A. Davis, YES

Mr. Alan L. Word, YES

WILLIAMS COUNTY COMMISSIONERS

  
\_\_\_\_\_  
President of the Board of Commissioners

  
\_\_\_\_\_  
Vice-Pres of the Board of Commissioners

  
\_\_\_\_\_  
Member of the Board of Commissioners