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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 #780 (SSA)**

Case No. 2012-MED-03-0188

**EFFECTIVE:
Upon signing
through
June 30, 2015**

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PREAMBLE/PURPOSE

Section .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 #780 (SSA), 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 1 UNION RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive Bargaining Representative for those employees included in the bargaining unit as certified in the State Employment Relations Board of October 28, 2008, in Case No. 08-REP-05-0095.

Classifications included in the unit are as follows:

Service and Support Administrator

Section 1.2. 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
Superintendent

Section 1.3. Should the Employer 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 1.2 above.

Section 1.4. 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 2

DUES DEDUCTION

Section 2.1. 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 2.2. 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 2.3. 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 2.4. 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 2.5. 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 2.6. 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 2.7. 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 2.8. 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 3 **UNION REPRESENTATION**

Section 3.1. Upon advance notice, 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 3.2. The Union shall provide the Employer an official list of its union representatives 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 notice of that person's selection.

Section 3.3. 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, local Union Officer or local Grievance Representative shall not suffer any loss of pay while attending the hearing.

Section 3.4. 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.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1. 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 5

GRIEVANCE PROCEDURE

Section 5.1. 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 5.2. 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 5.3. 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 5.4. 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 5.5. 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 the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 5.6. 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 ten (10) 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 twenty (20) 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 within five (5) working days 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 ten (10) 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) workdays in which to schedule a meeting with the grieved employee and his representative. The Superintendent shall investigate and respond in writing to the grievant within ten (10) workdays following the meeting.

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 fifteen (15) 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, grievances, 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 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. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the costs and fees of the arbitrator shall be borne equally by the parties. The arbitrator shall be requested to submit a separate bill to each party at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 5.7. 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 5.8. 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 5.9. 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 6 **CORRECTIVE ACTION**

Section 6.1. Non-probationary employees may be disciplined or discharged for just cause only. This shall not include employees in a probationary period due to a change in classification or promotion. An employee shall have the right to appeal any suspension or discharge in accordance with the grievance procedure herein. Discipline may include:

- A. verbal warning;
- B. written reprimand;
- C. suspension or demotion;
- D. discharge.

Written reprimands and verbal warnings shall not be appealable but the employee may submit a written rebuttal of the charges contained in the verbal warning which shall be attached to the record of such warning.

Section 6.2. 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 6.3. Whenever the Employer determines that an employee may be fined, suspended, or terminated for disciplinary reasons, the Employer shall notify the employee in writing of the charges against the employee, the nature of the discipline being contemplated, and the explanation of the Employer's evidence supporting the allegations.

The employee shall have the right to respond orally or in writing to the charges prior to discipline being imposed and may be accompanied by a union representative.

Notwithstanding the above, the Employer may temporarily suspend an employee 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. Such temporary suspension shall be with pay.

Section 6.4. Any disciplinary actions involving confirmed client abuse will remain in the employee's file for seven (7) years. 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 eighteen (18) months before the occurrence of the current disciplinary action under consideration.

Section 6.5. 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 7 **PERSONNEL FILES**

Section 7.1. Each employee may inspect his personnel file which is maintained by the Employer at any reasonable time during business hours provided that the employee gives the Employer one (1) business day notice, and that the inspection will be conducted at a time designated by the Employer, but not later than the close of business the next business day. The Employer maintains the right to have a representative present at all times during the inspection and to determine the site of the inspection. The employee shall have the right, upon written request, to receive one (1) copy of any material placed in his personnel file that are not confidential by law.

ARTICLE 8 **PROBATION PERIODS**

Section 8.1. 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 calendar year for all bargaining unit employees.

Section 8.2. 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 the Corrective Action Article of this Agreement.

Section 8.3. 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 three (3) months for all bargaining unit employees. An employee that changes classifications or is promoted out of the bargaining unit has sixty (60) calendar days following the date of the change in classification to return to his former classification and his previous rate of pay. The Employer may elect to return an employee to his former classification for up to sixty (60) calendar days following the date of change.

Section 8.4. 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.

Section 8.5. The Employer will conduct at least one (1) performance evaluation mid-way through each employee's new hire probationary period to measure the employee's fitness to continue in the position.

Section 8.6. Probationary employees shall not be eligible to move to any other position until they have completed their probationary period.

ARTICLE 9 **SENIORITY**

Section 9.1. 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 9.2. The following situations shall not constitute a break in continuous service:

- A. absence while on approved leave of absence;
- B. absence while on sick leave;
- C. military leave;
- D. a layoff of eighteen (18) months duration or less.

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

- A. discharge for just cause;
- B. retirement;

- C. layoff of more than eighteen (18) months;
- D. failure to return to work within fourteen (14) calendar days of recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. failure to return to work at the expiration of leave of absence; and
- F. resignation.

Section 9.3. “Seniority” as defined in Section 1 of this article shall apply whenever the term “seniority” is used in this agreement.

Section 9.4. 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 10

LAYOFF AND RECALL

Section 10.1. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employees ten (10) workdays in advance of the effective date of the layoff or job abolishment. The Employer agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union. The Union will be given an opportunity to discuss alternatives to the layoff with the Employer.

Section 10.2. 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 beginning with the least senior employee.

Section 10.3. When employees are laid off, the Employer shall create a recall list for a period of eighteen (18) months. 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.

Section 10.4. Notice of recall from a 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 certified mail, return receipt requested, to the last mailing address provided by the employee.

Section 10.5. 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.

Section 10.6. When the Employer elects to reduce the workforce by layoff and one (1) or more employees in the affected classification(s) desire to be placed on voluntary layoff, regardless of their seniority, such voluntary layoff shall be granted under the following circumstances:

- A. An employee who wishes to volunteer for layoff must do so before the layoff actually becomes effective for those employees notified of layoff.
- B. The volunteer(s) with the most seniority in the affected classification(s) shall be laid off first up to the number of people the Employer elects to reduce. The Employer reserves the right to refuse to grant a voluntary layoff when that employee's skills are necessary to the efficiency of the Employer's operations.
- C. Employee(s) who are placed on voluntary layoff may only be recalled to vacancies which occur in their classification according to seniority provided they are presently qualified to perform the work.

ARTICLE 11
JOB POSTING AND BIDDING PROCEDURE

Section 11.1. Any vacancy within the department which the Employer intends to fill shall be posted for bid pursuant to this article, prior to hiring from an eligibility list. The Employer shall provide the Union with a list of the vacancy subject to this article, and shall keep the list updated. Notices of vacancy shall be posted on the bulletin boards where employee notices are usually posted for seven (7) calendar days prior to filling the vacancy. The posting shall contain a description of the position to be filled, special qualifications required or desired, and location and shift for reporting and working.

Section 11.2. Any employee wishing to apply for the vacant position shall do so by signing the bid sheet prior to the close date of the posting period.

Section 11.3. The Employer will consider the following criteria in selecting the successful applicant: ability to perform the work required as specified in the posting, records of attendance and discipline, education, and seniority. The Employer will select the most qualified applicant based on these criteria.

Section 11.4. The Employer may temporarily fill a vacant position for up to forty-five (45) calendar days. If the position is continued after the forty-five (45) calendar 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.

ARTICLE 12
HOURS OF WORK AND OVERTIME

Section 12.1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions.

Section 12.2. The work period shall begin at 12:01 a.m. on Monday and continue for seven (7) consecutive calendar days (168 consecutive hours) ending at 12:00 midnight the following Sunday.

Section 12.3. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of 40 hours of work performed during the seven (7) day work period. Unless otherwise approved by the Employer, the standard workweek for employees shall be Monday through Friday. The workday shall start at 8:00 a.m. and end at 4:00 p.m.

Section 12.4. The normal work schedule may include a one-half hour paid lunch period.

Section 12.5. The work schedule may include two (2), 15 minute work breaks: one (1) scheduled near the middle of the first half of the work shift, and the second scheduled near the middle of the second half of the work shift.

Work breaks and lunches may be combined provided that work activities are not disrupted and the employee's 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.

Section 12.6. When an employee is required to work in excess of 40 hours during the seven (7) day work period, he shall be paid overtime pay for such time over 40 hours at the rate of one-half his regular rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

Section 12.7. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will actually be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining overtime.

Section 12.8. Whenever the Employer determines overtime is necessary to meet operational needs, any or all employees may be required to work overtime.

Section 12.9. Except in circumstances involving an emergency, employees shall obtain advance approval of the Employer before working any overtime. If the employee works overtime in an

emergency situation, the overtime must be reported to the immediate supervisor the following day.

Section 12.10. 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 the job, may be permitted to flex their schedules subject to the advance approval of the Superintendent.

Section 12.11. If a bargaining unit employee, while on call, is required to begin performing actual work for the Employer, they shall be compensated as provided in this article. When a bargaining unit member is on call, he will earn \$75.00 per week spent on call.

ARTICLE 13 **WAGES**

Section 13.1. Bargaining unit employees shall receive no increase for the first year of this agreement.

Either party may reopen this Article 13, 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 prior to 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 13, 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 after 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 13, Wages, shall be done in accordance with Article 35, 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 13.2. Newly hired employees shall be evaluated regarding job-related experience, education, or other qualifications, and the Superintendent shall determine the appropriate rate of compensation. Newly hired employees shall be compensated at the discretion of the Employer, based on the above qualifications in the following manner:

Associates Degree: Up to \$10,000.00 below the lowest paid Bachelors' degreed employee's salary.

Bachelors' Degree: Between \$1,000.00 below and \$5,000.00 above the lowest paid Bachelors' degreed employee's salary.

Master's Degree: Between \$1,000.00 below and \$10,000.00 above the lowest paid Bachelors' degreed employee's salary.

ARTICLE 14 **HOLIDAYS**

Section 14.1. Full-time bargaining unit employees shall be entitled to holiday pay for 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 14.2. 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 14.3. 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.

Section 14.4. Part-time bargaining unit employees shall be entitled to holiday pay for those days which they are normally scheduled to work.

ARTICLE 15 **PERSONAL LEAVE DAYS**

Section 15.1. 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 15.2. 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 16
VACATIONS

Section 16.1. Full-time bargaining unit employees, 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 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 years	6.2 hours for each 80 hours in active pay status
Twenty-five (25) years, or more	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 prorated 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 16.2. Any employee hired by WCDD shall not be entitled to prior vacation service credit for tenure with the state or any political subdivision of the State of Ohio prior to his last date of hire with the Employer. Vacation accrual shall be used only upon the service he is currently accruing with the Employer.

Employees hired prior to the effective date of this Agreement shall retain all previously credited service time for the purposes of computing vacation leave.

Section 16.3. Vacation leave shall be taken by the employee within the twelve (12) month period following the date it was earned. 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 16.4. Upon separation from employment, an employee is entitled to compensation, at his current rate of pay, for the prorated 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 3.

Section 16.5. 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 16.6. 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 one (1) workday and shall be scheduled with the approval of the Superintendent. Requests must be received at least two (2) days in advance of the desired vacation date. The Superintendent may approve emergency vacation requests on a case-by-case basis.

Section 16.7. 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 16.8. Three (3) staff members within the same classification may not be granted vacation weeks simultaneously. Leave request dates will be awarded on a first come, first serve basis. If three (3) employees in the same classification simultaneously request leave for the same period of time, the leave will be awarded based on seniority.

ARTICLE 17 **SICK LEAVE**

Section 17.1. Crediting of Sick Leave. All employees covered by this Agreement shall earn and accumulate paid sick leave at the rate of .0575 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 17.2. Carry in of Sick Leave. New employees shall be allowed to carry in up to 50 days of sick leave.

Section 17.3. 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, or person(s) residing in the employee's home. 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 (birth, step, or adopted), the sick leave usage may include up to five (5) days. 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 17.4. Notification by Employee. When an employee is unable to report to work, he shall notify the Superintendent or another member of management by 8:15 a.m. on each day of the absence. Employees are not permitted to notify the Superintendent or other member of management by leaving a message on an answering machine or by e-mail. Employees failing to report as outlined above may not be eligible for sick leave benefits.

Section 17.5. Evidence Required for Sick Leave Usage. Any employee requesting sick leave shall be required to complete a Request for Leave form. Falsification or failure to provide the Request for Leave form shall be grounds for denial of sick leave payment. The Request for Leave form must be submitted to the Employer or his designee by the end of the workday following the employee’s return to work.

Section 17.6. Physician Statement. Anytime an employee requests sick leave exceeding three (3) days, the employee shall obtain and submit to the Employer or his designee a signed statement from his physician stating the nature of the illness or injury.

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 17.7. 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 17.8. 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 17.9. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. A physician’s certificate may also be required whenever an employee has established a record of excessive or patterned sick leave usage.

Section 17.10. Cash Payment of Sick Leave upon Retirement. Each employee who retires after ten (10) 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 the value of thirty (30) days of unused sick leave. 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 Employees Retirement System at the time of separation from employment.

ARTICLE 18 **INJURY LEAVE**

Section 18.1. In the event of a work-related injury or occupational illness incurred in the course of employment, which illness or injury is not the result of non-work related horseplay by the employee, 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 18.2. Injury leave is granted on a per incident basis.

Section 18.3. 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 18.4. 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 18.5. An employee using injury leave pursuant to this article is expected to engage in activities related to his recovery or consistent with any medical restrictions (i.e., attend doctor's appointments, physical therapy, medical testing appointments, etc.) during the missed hours of work. An employee may also leave his home as reasonably necessary to perform daily activities as permitted by his physician. If an employee returns to work in a transitional work assignment, he may engage in non-work activities as permitted by his physician.

ARTICLE 19
CALAMITY DAYS

Section 19.1. 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 8:15 a.m. and inform them they are not required to report to work.

Section 19.2. 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 19.3. Employees who have received prior approval for vacation or sick leave that occurs on a day(s) when the offices are closed, pursuant to the provisions of Section 1, shall not be charged vacation or sick leave for such day(s).

Section 19.4. 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 19.1, 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.

ARTICLE 20
COURT LEAVE

Section 20.1. 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 20.2. 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 20.3. 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.

ARTICLE 21

MILITARY RESERVE LEAVE

Section 21.1. 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 176 hours in any calendar year.

Section 21.2. 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 21.3. 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 21.4. 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 21.5. 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 22

ACTIVE MILITARY DUTY LEAVE

Section 22.1. 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 22.2. 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 22.3. 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 22.4. 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 22.5. 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 23

PERSONAL LEAVE OF ABSENCE WITHOUT PAY

Section 23.1. 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 eighteen (18) months.

Section 23.2. 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 23.3. Upon returning from a personal leave of absence, the employee shall be placed in his/her original position and seniority, 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 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 23.4. 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 23.5. If it is determined that an employee is abusing the leave of absence or not actually using the leave for the purpose specified, 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 23.6. 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 23.7. 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 23.8. 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 24 **OAPSE BUSINESS LEAVE**

Section 24.1. Duly elected or appointed delegates to conventions, conferences, or seminars of the Union who are in the bargaining unit shall be granted time off for the purpose of participating in such conventions and activities. The employee must submit a written request for such time off to the Employer or his designee ten (10) working days prior to the requested date for the leave to begin. Such leave shall be unpaid and shall not exceed a total of five (5) days per calendar year for the bargaining unit.

ARTICLE 25 **MEDICAL INSURANCE COVERAGE**

Section 25.1. Effective upon signing this Agreement, 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:

- A group hospitalization plan
- Major medical
- Dental
- \$15,000 term life including accidental death or dismemberment
- Vision insurance may be offered to eligible employees at an additional cost

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

Section 25.2. 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.

Section 25.3. 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 25.4. 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 25.5. Any employee's spouse or dependents who have comparative insurance coverage through another source shall not be entitled to duplicate coverage at the Employer's expense.

ARTICLE 26

HEALTH EXAMINATIONS

Section 26.1. 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 a personal leave of absence without pay in accordance with this Agreement.

Section 26.2. 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 27

SAFETY

Section 27.1. 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 27.2. 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 28
TRAVEL EXPENSES

Section 28.1. 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 28.2. 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 meal and travel expenses.

ARTICLE 29
BOARD REQUIRED TRAINING/BACKGROUND CHECKS

Section 29.1. 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 29.2. The Employer agrees to pay the cost of criminal background checks required of employees as mandated by law.

ARTICLE 30
BULLETIN BOARD

Section 30.1. The Employer agrees to provide one (1) bulletin board for the exclusive use of the Union, to be located in an agreed upon area.

Section 30.2. The Union may post Union related materials without prior permission of the Employer to include:

- A. notices of Union meetings;
- B. notices of elections;
- C. notices of social or recreational events;
- D. notices of conferences or conventions;
- E. notices of appointment of union representatives;
- F. Union benefits information;
- G. Weingarten rights information;

H. unfair labor practice information.

Section 30.3. All postings must bear the date of posting and a signature of the local Union official who is responsible for the posting. Material posted in violation of this article may be removed by the Employer.

Section 30.4. All other notices of any kind not covered by (A) through (H) above must receive prior approval of the Employer or his designated representative. It is also understood that no materials may be posted on the Union bulletin board at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer, or any other governmental units or officials;
- C. Attacks on any employee organization regardless of whether the organization has local membership; or
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 30.5. 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.

Section 30.6. Upon the request of the Employer or his designee, the Union shall cause the immediate removal of any material posted in violation of this article.

ARTICLE 31

WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 31.1. In accordance with the provisions of the Ohio Revised Code (O.R.C.) Section 4117.10(A), all provisions listed in the index of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in O.R.C. Section 124.01 through 124.56, O.R.C. Sections 325.19, 9.44, and 4111.03. It is expressly understood that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except specifically authorized by this Agreement or as prohibited by Ohio Revised Code 4117.08(B).

Section 31.2. For purposes of example, and in no way to be construed as all inclusive or a limitation of Section 1 above, in accordance with the provisions of 4117.10(A) O.R.C., the following contract articles and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and the Ohio Administrative Code as follows:

<u>Contract Article</u>	<u>Supersedes/Prevails Over</u>
Article 8, Probation Periods	O.R.C. 124.27 O.A.C. 123:1-19-01 through 123:1-19-05
Article 10, Layoff and Recall	O.R.C. 124.321 through 124.328 O.A.C. 123:1-41-01 through 123:1-41-22
Article 6, Corrective Action	O.R.C. 124.03, 124.34 O.A.C. 123:1-31-01 through 123:1-31-04
Article 12, Hours of Work and Overtime	O.R.C. 4111.03
Article 14, Holidays	O.R.C. 325.19
Article 16, Vacations	O.R.C. 9.44, 325.19
Article 17, Sick Leave	O.R.C. 124.38 through 124.387, 124.39, 124.391 O.A.C. 123:1-32, 123:1-33
Article 20, Court Leave	O.R.C. 124.135 O.A.C. 123:1-34-03
Article 21, Military Reserve Leave	O.R.C. 5923.05 O.A.C. 123:1-34-04, 123:1-34-05
Article 22, Active Military Duty Leave	O.R.C. 5923.05 O.A.C. 123:1-34-04, 123:1-34-05

ARTICLE 32
NO STRIKE/NO LOCKOUT

Section 32.1. In as much as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Williams County.

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by bargaining unit employees during the life of this agreement.

Section 32.2. Either party may seek legal remedy, including what is provided under 4117 of the O.R.C. to deal with any unlawful strikes or lockouts.

Section 32.3. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this agreement.

ARTICLE 33
WAIVER IN CASE OF EMERGENCY

Section 33.1. 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 33.2. Upon termination of the emergency situation all provisions of the Agreement temporarily suspended, shall be reinstated.

ARTICLE 34
SEVERABILITY

Section 34.1. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace.

Section 34.2. 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 35
IMPASSE PROCEDURES

Section 35.1. 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 36
WORK RULES

Section 36.1. The Union recognizes that the Employer, in order to carryout 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 36.2. The Employer agrees that all work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. The Employer further agrees that work rules shall not be applied in violation of the express terms of this agreement or that materially affect the wages or hours of bargaining unit employees unless mutually agreed.

Section 36.3. Prior to implementing new or changed work rules, policies, procedures, position descriptions, standard operating procedures, or other changes that materially affect the wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify OAPSE within ten (10) workdays in advance of the effective date. If the Union requests to bargain over such a change within that notice 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 materially affects the wages, hours, or terms or conditions of employment 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 41, Duration, for any applicable succeeding agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under O.R.C. 4117, or any case if the change is necessary due to exigent circumstances or a state or federal directive or regulation, the Employer is not required to give the ten (10) day notice 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 receipt of a copy of changes and amendments.

ARTICLE 37 **MISCELLANEOUS**

Section 37.1. The Employer agrees that the Local Union shall be permitted to utilize the internal mailboxes and/or agency e-mail for transmitting authorized Union communications regarding official Union business to the bargaining unit employees, provided this is done on non-duty time. Restrictions applicable to Union bulletin board postings as contained in Section 2 shall also be applicable to any materials transmitted through the internal mailbox system, agency e-mail.

Section 37.2. 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.

ARTICLE 38
LABOR MANAGEMENT MEETINGS

Section 38.1. The Employer agrees that he or his designee(s) shall meet quarterly, unless the parties determine otherwise, with the Union at a mutually agreeable time and place to discuss matters which may include the following:

- A. changes contemplated by the Employer that may affect bargaining unit employees;
- B. ways to increase productivity and improve effectiveness;
- C. issues of interest to bargaining unit employees;
- D. health and safety;
- E. matters of contract administration that are not subject to the grievance procedure.

The parties will submit an agenda at least three (3) days prior to the meeting specifying the topics they wish to discuss and the names of the union representatives who will be attending.

Labor management meetings are not established as a negotiations process. Accordingly, negotiations items are not to be presented during labor management meetings.

ARTICLE 39
FAMILY AND MEDICAL LEAVE ACT

Section 39.1. All bargaining unit employees shall have all rights and benefits of the Federal Family and Medical Leave Act of 1993 as amended.

ARTICLE 40
AUTOMOBILE INSURANCE

Section 40.1. 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 40.2. Each employee who operates any motor vehicle for or on behalf of the Board shall conform to the requirements of all applicable policies.

Section 40.3. 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 40.4. 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 subject to disciplinary action.

Section 40.5. 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 41
DURATION OF AGREEMENT

Section 41.1. 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 41.2. If either party desires to modify, amend, or terminate this agreement, it shall notify the other in writing of such intent no earlier than 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.

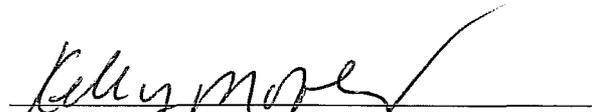
SIGNATURE PAGE

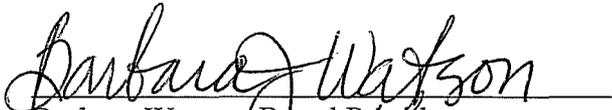
IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the
1st day of July, 2012.

FOR THE EMPLOYER:

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

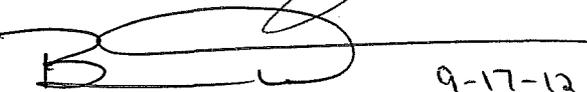

Fred Lord, Employer Representative

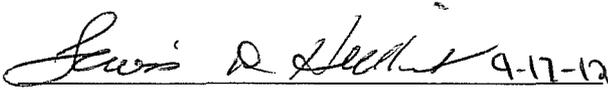

Kelly Mobley, OAPSE Representative

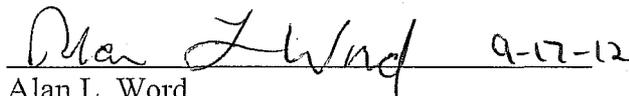

Barbara Watson, Board President


Terri Aschemeier, Committee Member

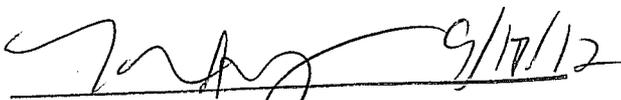

Debra Guilford, Superintendent


Brian A. Davis,
Williams County Commissioner


Lewis D. Hilbert,
Williams County Commissioner


Alan L. Word,
Williams County Commissioner

Approved as to form.


Thomas A. Thompson
Williams County Prosecuting Attorney

APPENDIX A

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 _____

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)

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

WILLIAMS COUNTY BOARD OF DD

BID FORM

Name: _____

Date: _____

Position: _____

Current Classification: _____

Date of Hire: _____

Qualifications and Previous Work Experience: _____

Employee Signature: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WILLIAMS COUNTY BOARD OF DD
AND
OAPSE/AFSCME LOCAL #4, LOCAL #780**

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 #780, 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 16, Vacations, was one such article that was discussed during the above described negotiations. Specifically, Section 16.3 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.

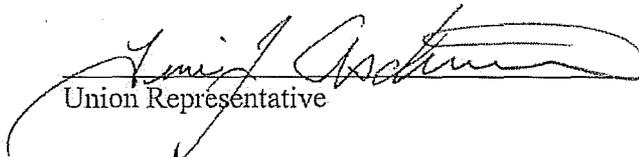
C. The Terms

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 June 30, 2012. Any other vacation amount is to be handled in accordance with Article 16, Vacations, of the labor agreement.
2. An eligible bargaining unit employee, as defined in number 1 above, shall have until March 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 any 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 16, Vacations, in the labor agreement.



Debra Guilford, Superintendent
Williams County Board of DD



Union Representative

Date Signed: 9/28/12

RESOLUTION 12-0572

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 #780 (SSA)

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 #780 (SSA). 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

WILLIAMS COUNTY COMMISSIONERS



President of the Board of Commissioners

Mr. Brian A. Davis, YES



Vice-Pres of the Board of Commissioners

Mr. Alan L. Word, YES



Member of the Board of Commissioners

RESOLUTION 13-0584

COUNTY COMMISSIONERS' OFFICE
WILLIAMS COUNTY, BRYAN, OHIO
August 26, 2013

In the Matter of
Accept the Williams County Board of
Developmental Disabilities and the Ohio
Association of Public School Employees,
Local #780 in regards to the Wage Reopener

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

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

Mr. Word moved adoption of the following resolution:

WHEREAS, on today's date, Fred Lord with Clemans, Nelson and Associates, met with the Williams County Commissioners to present the tentative agreement between the Williams County Board of DD and the Ohio Association of Public School Employees, AFSCME, Local #4, AFL-CIO Local #780. Tentative agreement is for the 2013 wage reopener.

Mr. Hilkert seconded the motion.

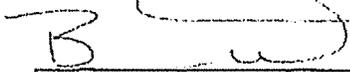
The vote upon adoption resulted as follows:

Mr. Brian A. Davis, YES

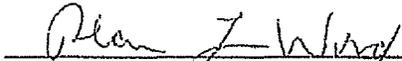
Mr. Alan L. Word, YES

Mr. Lewis D. Hilkert, YES

WILLIAMS COUNTY COMMISSIONERS



President of the Board of Commissioners



Vice-Pres of the Board of Commissioners



Member of the Board of Commissioners

ARTICLE 13
WAGES

Section 13.1. Bargaining unit employees shall receive no increase for the first year of this agreement.

~~Either party may reopen this Article 13, 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 prior to June 30, 2013, for the sole purpose of conducting negotiations on wage rates to be effective on or after July 1, 2013.~~

Bargaining unit employees will receive a 3% general wage increase for the second year of the agreement.

The Employer reserves the right to evaluate each employee's qualifications and/or experience, training and degree and to increase compensation in accordance with the employee's qualifications and/or experience, training and degree.

If the parties cannot agree to wages for both years 2 and 3 during the first reopener period, either party may then reopen Article 13, 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 after 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 13, Wages, shall be done in accordance with Article 35, 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 13.2. Newly hired employees shall be evaluated regarding job-related experience, education, or other qualifications, and the Superintendent shall determine the appropriate rate of compensation. Newly hired employees shall be compensated at the discretion of the Employer, based on the above qualifications in the following manner:

Associates Degree: Up to ~~\$10,000.00~~ \$15,000.00 below the lowest paid Bachelors' degreed employee's salary.

Bachelors' Degree: Between ~~\$1,000.00~~ \$5,000.00 below and \$5,000.00 above the lowest paid Bachelors' degreed employee's salary.

WAGES (continued)

Master's Degree: Between ~~\$4,000.00~~ \$5,000.00 below and \$10,000.00 above the lowest paid Bachelors' degreed employee's salary.

FOR THE EMPLOYER:

William A. ... Supt.

FOR THE UNION:

Yvonne ...
Kathy Moley

Date Submitted: _____

Date Signed: 7/31/13

WCBDD AGENDA
August 26, 2013
11:30 am

I. Call to order. Time: _____

II. Roll call

___ Michelle Russell ___ LeRoy Feather ___ Dorothy McKinney
___ Becky Ploughe ___ Damian Dorsten ___ Mark Tipton ___ Marlene Oxender

III. Additions/Revisions to agenda

A. Motion to approve agenda.

___ M. Russell ___ L. Feather ___ D. McKinney
___ B. Ploughe ___ D. Dorsten ___ M. Tipton ___ M. Oxender

IV. Executive Session

A. Motion to go into Executive Session to discuss Collective Bargaining Agreement. Time: _____

___ M. Russell ___ L. Feather ___ D. McKinney
___ B. Ploughe ___ D. Dorsten ___ M. Tipton ___ M. Oxender

B. Motion to come out of Executive Session and declaring no action taken. Time: _____

___ M. Russell ___ L. Feather ___ D. McKinney
___ B. Ploughe ___ D. Dorsten ___ M. Tipton ___ M. Oxender

C. Motion to recommend to the commissioners to approve the Wage Re-opener per the agreement signed by Superintendent, Debra Guilford, OAPSE representative, Kelly Mobley, and #780 representative, Terri Aschemeier.

___ M. Russell ___ L. Feather ___ D. McKinney
___ B. Ploughe ___ D. Dorsten ___ M. Tipton ___ M. Oxender

V. Motion to approve the June 24, June 27, July 2, 2013 minutes.

___ M. Russell ___ L. Feather ___ D. McKinney
___ B. Ploughe ___ D. Dorsten ___ M. Tipton ___ M. Oxender

VI. Motion to approve the June & July 2013 financial reports.

___ M. Russell ___ L. Feather ___ D. McKinney
___ B. Ploughe ___ D. Dorsten ___ M. Tipton ___ M. Oxender