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**AGREEMENT**

**BETWEEN**

**THE LAWRENCE COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**AND**

**THE OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES  
OAPSE/AFSCME, LOCAL 4  
AFL-CIO AND ITS LOCAL 069**

**June 23, 2012 through June 22, 2015**

## Table of Contents

	Page
PREAMBLE .....	3
ARTICLE 1: INTENT AND PURPOSE.....	4
ARTICLE 2: RECOGNITION.....	4
ARTICLE 3: MANAGEMENT RIGHTS.....	5
ARTICLE 4: NON-DISCRIMINATION.....	6
ARTICLE 5: DUES DEDUCTIONS AND FAIR SHARE FEE.....	6
ARTICLE 6: UNION REPRESENTATION.....	7
ARTICLE 7: FAIR REPRESENTATION.....	9
ARTICLE 8: PERSONNEL FILES.....	9
ARTICLE 9: PROBATIONARY PERIOD.....	10
ARTICLE 10: SENIORITY.....	11
ARTICLE 11: VACATION.....	12
ARTICLE 12: HOLIDAYS.....	13
ARTICLE 13: LEAVES.....	14
ARTICLE 14: PERSONAL LEAVE.....	17
ARTICLE 15: WORK RULES .....	18
ARTICLE 16: DISCIPLINE.....	18
ARTICLE 17: GRIEVANCE PROCEDURE.....	20
ARTICLE 18: SAFETY AND HEALTH.....	23
ARTICLE 19: LABOR MANAGEMENT MEETINGS.....	25
ARTICLE 20: CERTIFICATION, LICENSURE, & REGISTRATIONS.....	25
ARTICLE 21: COMMERCIAL DRIVERS LICENSE.....	25
ARTICLE 22: DRUG TESTING.....	26
ARTICLE 23: TOOLS.....	27
ARTICLE 24: PHYSICAL OR MENTAL EXAMINATIONS.....	27
ARTICLE 25: HOURS OF WORK AND OVERTIME.....	28
ARTICLE 26: PAY PERIODS.....	30
ARTICLE 27: TRAVEL EXPENSE.....	31
ARTICLE 28: SEVERENCE PAY.....	31
ARTICLE 29: INSURANCE.....	32
ARTICLE 30: INDEMNIFICATION OF EMPLOYEES.....	33
ARTICLE 31: WAGES.....	33
ARTICLE 32: VACANCIES / PROMOTIONS.....	34
ARTICLE 33: LAYOFF / RECALL .....	34
ARTICLE 34: NO STRIKE / NO LOCKOUT.....	36
ARTICLE 35: WAIVER IN CASE OF EMERGENCY.....	36
ARTICLE 36: TRAINING.....	37
ARTICLE 37: CALAMITY DAYS.....	37
ARTICLE 38: MAINTENANCE OF STANDARDS.....	37
ARTICLE 39: FUNERAL .....	38
ARTICLE 40: PEOPLES DEDUCTION.....	39
ARTICLE 41: NEGOTIATION PROCEDURES.....	39

ARTICLE 42: DURATION..... 40

APPENDIX A: BUS DRIVERS PAY SCALE

APPENDIX B: GARAGE HELPERS PAYSCALE

## **PREAMBLE**

This contract, hereinafter referred to as the “Agreement”, sets forth the entire agreement between the Lawrence County Board of Developmental Disabilities Board, hereinafter referred to as the “Employer,” and Ohio Association of Public School Employees (OAPSE)/ AFSCME Local 4, AFL-CIO and its Local 069, hereinafter referred to as “OAPSE” or “the Union.”

The Purpose of this agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 1: INTENT AND PURPOSE**

- A. This Agreement is between the Lawrence County Board of Developmental Disabilities (who for the purpose of this Agreement shall be referred to as “Management” or “Employer”) and the Ohio Association of Public School Employees, Local 4, AFL-CIO and its Local 069 (hereinafter referred to as the “Union.”)
- B. The intent and purpose of Management and the Union in entering into this Agreement is to set forth their agreement on wages, hours of work, and other conditions of employment, so as to promote orderly and peaceful relations with employees. Achieving uninterrupted operations of the Lawrence County Board of Developmental Disabilities will serve the best interest of the citizens of Lawrence County.
- C. This Agreement will be the sole recourse available to bargaining unit members represented by the Union accordingly under Ohio Revised Code Section 4117.10 (A). Members of the Union will no longer have recourse to Rules and Regulations promulgated by the Ohio Department of Administrative Services, the State Personnel Board of Review and / or the Civil Service Commission.
- D. This Agreement supersedes all other agreements, clauses, practices, and memorandums between Management and the Union and, unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.

**ARTICLE 2: RECOGNITION**

- A. The Lawrence County Board of DD hereby recognizes the Ohio Association of Public School Employees, Local 4, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms, and other conditions of employment for employees in the bargaining unit.
- B. The Bargaining Unit for which this recognition is accorded is defined in the Certification issued by the State Employee Relations Board in Case Number 97-REP-02-0027, and amended by Case Number 00-REP-01-0003, as defined below:

**INCLUDED:** All full-time and part-time employees of the employer in the following classifications: Bus Driver, Mechanic and Garage Helper.

**EXCLUDED:** All other employees of the Lawrence County Board of DD including Professionals, confidential employees, management level employees, and supervisors as defined in the Act, and seasonal and casual employees.

- C. Full-time is defined as forty (40) or more hours worked per week for fifty-two (52) weeks per year, including vacation. Part-time is defined as more than twenty (20) hours per week but less than forty (40) hours per week for at least thirty-six (36) weeks per year.

### **ARTICLE 3: MANAGEMENT RIGHTS**

The Employer reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of this Agreement, including but without limiting to the following:

- A. To determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure, and to utilize personnel in a manner designed to effectively meet these purposes;
- B. To direct, supervise, evaluate, or hire employees;
- C. To promulgate and enforce employment rules and regulations not in conflict with this Agreement and to otherwise exercise the prerogatives of management;
- D. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. To determine the size, composition, and duties of the work force, and the number of shifts required; to establish work schedules; to establish hours of work; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To maintain and improve the efficiency and effectiveness of governmental operations;
- G. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- H. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- I. To determine the adequacy of the work force;
- J. To determine the overall mission of the employer as a unit of government;
- K. To effectively manage the work force;
- L. To take actions to carry out the mission of the public employer as a governmental unit;
- M. To determine and implement necessary actions in emergency situations;
- N. To require involuntary reassignments within the same classification, as necessary, giving consideration to the employee's desires.

**ARTICLE 4: NON-DISCRIMINATION**

- A. The Employer shall not discriminate against any employee on account of race, creed, color, sex, age, religion, political affiliation, veteran status, handicap, physical or mental disability, union membership or union activity.

**ARTICLE 5: DUES DEDUCTIONS AND FAIR SHARE FEE**

- A. The Employer agrees, that upon receiving a written authorization that has been voluntarily submitted by a bargaining unit employee, to deduct from earned wages Union membership dues. The Employer agrees to deduct regular Union dues twice each month from a regular paycheck of bargaining unit employees. Deductions shall commence with the first pay period in which dues are customarily deducted following receipt of the signed authorization card.
- B. Within fifteen (15) days after the deductions are made, the Employer shall forward all the dues to the Union State Treasurer with a list of those employees for whom payment is made, the amount deducted, and a copy of the list shall be submitted to the Union's Local Treasurer.
- C. Other than to make deductions described in this Article and forward the same to the Union, the Employer assumes no additional 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.
- D. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the check-off authorization, in accordance with the terms of this Agreement.
- E. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.
- F. 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 the Employer forwards the deductions to the Union. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

- G. If requested by the Union, the Employer will provide to the Union for each employee the amount of the gross annual income as reflected on the employer's W-2 form received from the Employer for the previous year including any deferred or tax-sheltered compensation.
- H. All non-probationary employees covered by the Agreement who are members of the Union on the effective date of this Agreement shall be required to pay Union dues. Employees are not required to join the Union as a condition of employment, however, upon completion of their probationary period all employees who are not members of the Union shall be required to pay a fair share fee to the Union as a condition of employment.
- I. Fair share fees shall be deducted and remitted during the same period as dues, provided in this Agreement provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the fair share fee is not automatic and does not require authorization by the employee. This arrangement does not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by the members of the Union who are in the bargaining unit. Any changes in the fair share fee shall be certified by mail to the Board.
- J. The Union represents to the Board that it has promulgated and shall maintain in force throughout the term of this Agreement a fair share fee rebate and challenge procedure for fair share fees of employees who are not members of the Union and which conform to the provisions of Section 4117.09(C) of the Revised Code, Federal Law, and applicable State and Federal Court decisions.
- K. The Union agrees to hold the Board harmless against any and all claims which may arise in the Board's implementation of the fair share fee provisions of this Article.

**ARTICLE 6: UNION REPRESENTATION**

- A. The Board agrees to admit not more than two (2) District OAPSE Representatives to the Board's facilities during the Board's normal business hours Monday through Friday.
  - 1. The OAPSE Representative will abide by all the Board's reasonable rules and policies while on the premises including safety and health regulations.
  - 2. The OAPSE Representative shall be admitted to non-work areas of the Board's facilities and site during normal working hours for the purpose of conducting Union business provided that advance notice is given to the Superintendent. Upon arrival, the OAPSE Representative shall identify him/herself to the Superintendent or the Superintendent's designated representative.
- B. The Board shall recognize two (2) bargaining unit members to act as Union grievance representatives or delegates for the purpose of processing grievances in accordance with the grievance procedure during non-working hours. The Union president may serve as an alternate in the absence of the grievance delegates.

1. The right of the Union to appoint a reasonable number of representatives is recognized. Representatives are Union stewards as the term is generally used.
  2. Employees elected to the Executive Board of the Union shall be allowed time off without pay or may use their earned leave or vacation leave to attend necessary meetings.
  3. Space for meeting or conferences with employees may be provided upon request, when available.
- C. The Union shall provide the Board an official roster of its local officers and local Union grievance delegates which is to be kept current at all times and shall include the following:
1. Name;
  2. Union office held; and
  3. Term of office.
- No bargaining unit member shall be recognized by the Board as a Union delegate until OAPSE, Local 4, AFL-CIO has presented the Board with written certification of that person's selection.
- D. The investigation and writing of grievances shall be on non-duty time, which includes the lunch break. If grievance hearings are scheduled during a bargaining unit member's regular duty hours, the bargaining unit member shall not suffer any loss of pay while attending the hearing.
- E. Rules governing the activity of the OAPSE Representative are as follows:
1. The Union agrees that no Union official who is a bargaining unit member shall interfere, interrupt, or disrupt his/her own normal work duties or the other bargaining unit members while conducting Union business. The Union further agrees not to conduct business during working hours except to the extent specifically authorized herein.
  2. The Union shall not conduct Union activities in any work areas without first notifying and receiving approval from the supervisor in charge of that area. Permission to use the facilities for meetings or other uses outside the regular workday must be obtained from the Superintendent or his/her designee. Such permission will not be unreasonable denied.
- F. Bulletin Boards.
1. The Board agrees to provide space for a Union furnished bulletin board in an area designated by the Superintendent. The Union shall be responsible for the

installation of said bulletin board in a manner to blend with the building structure and décor.

2. No material may be posted on the bulletin board at any time which contains the following:
  - a. Personal attacks upon any other Union member or other bargaining unit member;
  - b. Scandalous, scurrilous or derogatory attacks upon the administration;
  - c. Attacks on any other employee organization, regardless of whether the organization has local membership; and
  - d. Attacks on any member of the Lawrence County Board of DD.
3. No Union-related materials of any kind may be posted anywhere in the Board's facilities or on any of the Board's equipment, and may only be posted on the bulletin board designated for OAPSE's use as described in paragraph F-1 above.
4. Violation of any provisions of this Article by any Union member may subject the bargaining unit member to disciplinary action.

**ARTICLE 7: FAIR REPRESENTATION**

- A. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit fairly, whether or not they are members of the Union.
- B. The Union further agrees to indemnify, defend and hold harmless the Board and its officials, representatives and agents from any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs resulting from failure on the part of the Local to fulfill its duty of fair representation.

**ARTICLE 8: PERSONNEL FILES**

- D. Each employee may inspect his/her personnel file which is maintained by the Employer at any reasonable time during business office hours provided that the employee gives the Employer reasonable advance notice, and that the inspection will be conducted at a time designated by the Employer, but not later than the seventy two (72) hours. (Excludes Saturday, Sunday and holidays). A Union representative, if desired by the employee, may accompany the employee to review the file. The Employer maintains the right to have a management 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 materials placed in his/her personnel file that are subject to disclosure by the Ohio Revised Code.

- E. If an employee disputes the accuracy or completeness or any information maintained in the personnel file, he/she may submit a statement of rebuttal or explanation which will be attached to such document within two (2) calendar weeks, fourteen (14) days.
- F. An employee shall receive and initial a copy of any disciplinary or corrective action form before it is placed in his/her personnel file. If the employee refuses to initial it, a statement to that effect shall be noted on the document, and the refusal to initial the form shall not be used as a basis to challenge the validity of the action.
- G. Employees shall be notified of all public records requests to review the employee's personnel records within seventy-two (72) hours. (Excludes Saturday's, Sunday's and holidays).
- H. Records of outside anonymous complaints shall not be placed in employee's personnel files.

#### **ARTICLE 9: PROBATIONARY PERIODS**

- A. Every newly-hired bargaining unit member will be required to successfully complete a probationary period. The Superintendent shall have the sole right and discretion to discipline or discharge such probationary bargaining unit member and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise appealed by the Union.
- B. Length of Probationary Periods.
  - 1. The probationary period for new bargaining unit members shall begin on the first day the bargaining unit member performs work and receives compensation from the Lawrence County DD Program.
  - 2. The probationary period for full-time Mechanic bargaining unit members shall be one hundred fifty (150) working days.
  - 3. The probationary period for part-time bargaining unit members shall be one hundred eighty (180) calendar days.
  - 4. A probationary bargaining unit member may be removed at any time without appeal to the grievance procedure. The removal shall contain only the following statement: "You are removed from your position with the Lawrence County DD Board effective (date) \_\_\_\_\_."
- C. The Employer will conduct a performance evaluation prior to the end of the first half of each bargaining unit member's new-hire probationary period, prior to the end of the

bargaining unit member's new hire probationary period, and at the end of a promoted bargaining unit members promotional probationary period to measure the bargaining unit member's fitness to continue in the position.

- D. Probationary bargaining unit members shall not be eligible for promotion to any other position with the Board until they have completed their probationary period.
- E. If a bargaining unit member whose employment has been terminated for any reason whatsoever is rehired, and more than one year has elapsed since said termination, he/she shall be considered a new bargaining unit member and subject to the provisions of paragraph B.

**ARTICLE 10: SENIORITY**

- A. Seniority shall be defined as the total length of continuous service in a position or succession of positions within the employ of the Employer dating back to the bargaining unit member's last date of hire. Service in a non-bargaining unit position shall not be credited as seniority, after the effective date of the Agreement.
- B. Break in Seniority shall be when continuous service is broken or interrupted.

Continuous service shall commence on the last date of hire. Continuous service shall be interrupted only by the following:

- A. Separation because of resignation (or voluntary quit):
- B. Separation because of discharge;
- C. Failure to return from leave of absence:
- D. Failure to respond to recall from layoff within 14 days;
- E. Being laid off for one (1) year or their length of service, whichever is less; or
- F. Being absent for five (5) consecutive working days without reporting off to the Superintendent or his designee.

- C. Seniority List.

The Employer shall prepare and maintain a seniority list of all bargaining unit members and shall furnish said list semi-annually to the Union.

- D. Ties in Seniority.

Ties in seniority shall be broken by date of hire, then based on the last four (4) digits of the employee's social security numbers, with the highest number considered the most senior. (4011 being high, 2095 being low).

**ARTICLE 11: VACATIONS**

- A. Bargaining unit members are eligible for vacation benefits as contained in O.R.C. 325.19.
- B. All full-time twelve (12) month bargaining unit members will receive the following amounts of paid leave based on the completed years of service with the Board, or any political subdivision of the state in accordance with ORC 9.44. A bargaining unit member's anniversary date will determine when the vacation calculation rate changes.

<u>Years of Service</u>	<u>Earned Vacation</u>
0 – 1 years	No vacation
1 – 8 years	Two (2) weeks or 10 days accumulated at the rate of 3.520 hours per 80 hours worked or .0440 hours of earned vacation leave for each one (1) hour worked.
8 – 15 years	Three (3) weeks or 15 days accumulated at the rate of 5.4 hours per 80 hours worked or .0675 hours of earned vacation leave for each one (1) hour worked.
15 – 25 years	Four (4) weeks or 20 days accumulated at the rate of 7.376 hours per 80 hours worked or .0922 hours of earned vacation leave for each one (1) hour worked.
25 or more years	Five (5) weeks or 25 days accumulated at the rate of 9.433 hours per 80 hours worked or .1179 hours of earned vacation leave for each one (1) hour worked.

- 1. The ratio between the hours worked and the vacation hours awarded to a part-time employee shall be the same as the ratio between the hours worked and the vacation hours earned by a full-time employee.

- C. Bargaining unit members must request vacation approval no less than forty-eight (48) hours prior to usage for a single day or one (1) week for vacation of two or more days. The request must be in writing and approved by the superintendent or his designee.
- D. Holidays occurring during an approved vacation week will be paid and an additional day of vacation can be taken at another time. Bargaining unit members cannot draw holiday pay and vacation pay for the same day.

**ARTICLE 12:**

**HOLIDAYS**

A. The Board will provide paid holidays for full-time bargaining unit members, provided each such member shall work on his/her next preceding and next following scheduled work days before and after such holiday or was properly excused from attendance at work on either or both of these days. The holidays provided are:

- |                           |                             |
|---------------------------|-----------------------------|
| 1. New Year's Day         | January 1                   |
| 2. Martin Luther King Day | Third Monday in January     |
| 3. President's Day        | Third Monday in February    |
| 4. Memorial Day           | Fourth Monday in May        |
| 5. Independence Day       | July 4                      |
| 6. Labor Day              | First Monday in September   |
| 7. Columbus Day           | October 12                  |
| 8. Veterans Day           | November 11                 |
| 9. Thanksgiving Day       | Fourth Thursday in November |
| 10. Christmas Day         | December 25                 |

B. Only Bargaining Unit members whose regularly scheduled work days actually fall on such holidays shall receive pay for these holidays.

C. If any of the holidays specified in paragraph A fall on a Saturday, the Friday immediately preceding shall be observed as the day off. If any of the holidays specified in paragraph A fall on a Sunday, the Monday immediately following shall be observed as the day off.

D. Part-time bargaining unit members shall receive pay for that part of the holiday they would normally be scheduled to work. Full-time bargaining unit members will receive pay for the hours they would normally be scheduled to work.

1. Bargaining unit members who work on a holiday will receive their regular holiday pay plus time and one-half for all hours they actually work.
2. To be eligible for the holiday premium listed in D-1 above the bargaining unit member must have worked all their scheduled hours the day before and the day after the holiday or be in approved pay status.
3. The only holiday the nine (9) month employees will not receive is Independence Day. Payment for Memorial Day for nine (9) month employees check will not be held and will be made the next regular payroll occurring at the end of May/beginning of June.

## **ARTICLE 13: LEAVES**

### **A. Sick leave.**

1. Upon approval of the Superintendent, or his designee, bargaining unit members may use sick leave for absences as provided in Section 124.38 of the Ohio Revised Code, and under the procedures contained in this Article.
2. Each full-time and part-time bargaining unit member shall be entitled to earn 0.0575 hours of sick leave for each hour worked, which shall be credited at the rate of 4.6 hours per eighty (80) hours of work. Unused sick leave shall be unlimited.
3. The following are additional features of the cumulative sick leave plan.
  - a. In case of absence due to illness in the employee's immediate family, sick leave may be used.
  - b. Illness in the employee's immediate family shall include father, mother, brother, sister, husband, wife, child, mother-or father-in-law, son- or daughter-in-law, grandparent, grandchild, stepchild, or any member of the employee's household who stands in the place of a parent or is the legal guardian.
  - c. In the case of absence due to personal illness or pregnancy, illness in the immediate family, injury or exposure to contagious diseases which could be communicated to others, the employee must furnish a written signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he was consulted.
  - d. All written statements must be submitted to the Superintendent or his designee the day the employee returns to duty if absent less than one (1) week. If the employee is absent more than five (5) days, then the statement must be submitted weekly. Failure to do so will be just cause for deducting pay for the day or days of absence. Falsification of a statement is grounds for suspension or termination of employment under Article 16 of this Agreement.
  - e. No days of absence with pay shall be allowed for any other reason not specified in this cumulative sick leave plan.
  - f. A new bargaining unit member who has had no opportunity to accumulate sick leave may, upon request, be advanced a maximum of five (5) days in accordance with the above provisions, providing the number of days requested may be accumulated by the bargaining unit member before the succeeding June 1. Such days will be deducted from

the bargaining unit member's total accumulation of sick leave at the end of the year.

- g. When reporting off, bargaining unit members shall notify the Superintendent according to the following schedule:
  - 1. by 6 a.m. if assigned to a morning run,
  - 2. by 12 noon if assigned to an afternoon run, and
  - 3. no later than 2 hours prior to any scheduled run.
  - 4. mechanics shall notify the Superintendent by 6 a.m.
- h. Employees who do not use sick leave during any of the following quarters shall receive a ~~one hundred twenty five dollar (\$125.00)~~ **one hundred fifty dollars (\$150.00)** sick leave incentive payment for each quarter in which sick leave is not used:

January 1 through March 31	<del>\$125.00</del> <b>\$150.00</b>
April 1 through June 30	<del>\$125.00</del> <b>\$150.00</b>
July 1 through September 30	<del>\$125.00</del> <b>\$150.00</b>
October 1 through December 31	<del>\$125.00</del> <b>\$150.00</b>

An employee who has used no paid or non-paid sick leave in the entire calendar year January through December will receive a total of ~~\$400.00~~ **\$600.00** in sick leave incentive payments. Use of sick leave in one quarter will not render an employee ineligible for receiving the incentive payment for any other quarter. Nine-month employees shall be eligible to receive the incentive payment for all four quarters, however, the incentive for the April 1 – June 30 and July 1 – September 30 quarters shall be \$62.50. The sick leave incentive payment shall be made within three (3) weeks following the end of the applicable quarter. Absence due to authorized professional leave shall not disqualify an employee from receiving the sick leave incentive payments provided in this policy.

#### B. Jury Duty.

- 1. Bargaining unit members who are subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision thereof shall be paid the difference between their regular compensation and the amount received for jury duty. The bargaining unit member summoned for jury duty shall notify the Superintendent in advance of the leave of this summons, including the day or

days, and shall report in writing to the Superintendent the time actually spent on jury duty and the amount received for such jury duty.

2. Bargaining unit members will not be paid for any jury duty or court leave for matters which the employee has an interest or is involved personally.

C. Leave of Absence.

1. Upon a written request, the Board may, in its discretion, grant a leave of absence, without pay, for a period of not more than two (2) years for educational, professional, or other purpose.

D. Maternity Leave.

1. Maternity leave may be granted for up to six (6) months without pay or a bargaining unit member may use any accumulated paid leave. This leave will start on the submission of a doctor's statement that the employee will no longer be able to perform the duties of her position. To request the termination of a maternity leave, the employee must submit to the Superintendent by registered mail, return receipt requested, a written statement from her doctor certifying that she is able to resume her duties. This written statement shall be submitted no later than thirty (30) days before the beginning of the next school semester. Failure to submit this statement in a timely manner will result in loss of reinstatement rights for the next succeeding semester. The Superintendent may require verification of the statement. Reinstatement on the rolls shall occur no later than the beginning of the next semester immediately following the doctor's certification and the employee's notification that she is ready for assignment. For the purposes of this provision, the summer vacation period between school years shall not be considered a semester.
2. The maximum amount of leave granted for a maternity case shall be the remainder of the school year in which the leave becomes effective and one additional school year. When the employee elects to use the maximum amount of maternity leave provided, she shall inform the Superintendent in writing of her intention to return to service at least one hundred twenty (120) days before she expects to resume her duties. Failure to comply with this regulation shall be deemed an automatic resignation.
3. The Superintendent may initiate maternity leave for a pregnant employee in accordance with this contract provision and the Family and Medical Leave law at any time during an employee's pregnancy.

#### E. Unpaid Sick Leave

1. In accordance with the Family and Medical Leave Act of 1993, employees who have worked at least 1,250 hours in the past twelve (12) months shall be entitled to a maximum of twelve (12) weeks of unpaid leave for the following reasons:
  - a. to care for newborn son or daughter;
  - b. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
  - c. to care for a seriously ill spouse, child or parent; or
  - d. because of their own serious health condition.
2. Bargaining unit members must give the Board at least thirty (3) days notice, or as much notice as is practicable in foreseeable situations.
3. Bargaining unit members may be required to use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid leave and 8 weeks of unpaid leave combination.)
4. Medical certification shall be required to substantiate leave for the reasons stated above with the Board having the option of requiring second and third opinions.
5. Bargaining unit members who decide to take leave in accordance with this section shall follow the requirement listed in the Personnel Policy and Procedures Manual.

#### **ARTICLE 14: PERSONAL LEAVE**

- A. July 1 of each year every bargaining unit member who has completed their probationary period shall be granted three (3) unrestricted days per year for absence due to personal reasons. Personal leave may be taken in no less than one-half (1/2) day increments.
- B. Application for personal leave shall be signed by the applicant and submitted in writing to the office of the immediate supervisor at least forty-eight (48) hours prior to the day such leave is to be taken unless an emergency in which case the supervisor may approve a personal leave with less than forty-eight (48) hours notice.
- C. Personal leave days shall not be deducted from sick leave or other paid leaves and unused personal leave shall not be cumulative from year to year.

- D. Personal leave is non-accumulative from year to year. Any full day balance remaining on June 30 of each year will be paid to the employee at a rate of fifty dollars (\$50.00) per day.**

**ARTICLE 15: WORK RULES**

- A. Except as modified by this Agreement, the Board or Superintendent in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce work rules, policies, procedures and directives, consistent with Chapter 4117. For the purpose of this Article, all of the above shall be considered inclusive in the terminology of work rules. Work rules which affect employees of this bargaining unit may cover subjects not addressed in this Agreement. The Employer shall not promulgate and enforce work rules which unilaterally change wages, hours or terms of this Agreement.
- B. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.
- C. Any additions or amendments to the work rules shall be reduced to writing, and signed by all affected employees to acknowledge awareness of the addition or amendment within five (5) working days of the effective date of the rule or rules. Any employee on a leave of absence, sick leave, vacation, or other approved leave shall be required to sign the acknowledgment within three (3) working days upon return to work.
- D. All work rules relating to safety standards and safe practice procedures shall, in addition to being posted, be verbally communicated to each affected employee by the Transportation Director or Superintendent.

**ARTICLE 16: DISCIPLINE**

- A. This Article applies only to employees who have completed their initial probationary period.
- B. The Board retains the right to adopt rules and regulations for the efficient operation of its facilities and the conduct of its employees. No employee shall be disciplined except for just cause.
- C. Purpose.

The Employer agrees that a member of the bargaining unit shall not be peremptorily discharged after the effective date of this Agreement, but that in all instances in which the Employer may conclude that a bargaining unit member's conduct may justify suspension or discharge, the bargaining unit member shall be given a hearing. No discipline shall be taken against any employee except for just cause. The Board shall normally follow the principles of progressive discipline; however, the discipline may be administered out of the progression so the penalty fits the infraction or act.

#### D. Disciplinary Procedures.

1. The Employer will not impose discipline in the presence of other employees, residents, or the public except in extraordinary situations which pose a serious, immediate threat to health, safety or well-being of others. All discipline is to be carried out in a private business-like manner.
2. Bargaining unit members are entitled to have a union representative present during any disciplinary conference including verbal or written reprimands. The request for a union representative will not unduly delay the conference.
3. The bargaining unit member and his/her Union representative shall be given a statement in writing promptly, but not later than twenty-four (24) hours from the time of the suspension, as to the reason(s) for the suspension. The Employer shall make an effort to communicate the reason(s) to the bargaining unit member and his/her representative prior to the start of the suspension.
4. Whenever the bargaining unit member is to be suspended, he/she shall be entitled to a pre-suspension hearing so the bargaining unit member may reply to the charges. The bargaining unit member shall receive a written notice of the hearing time, charges, location and right to union representation. Failure to appear shall result in a waiver of this hearing right.
5. The bargaining unit member may waive the pre-disciplinary hearing in favor of a grievance hearing, unless the employee is charged with a felony crime, an DD client rights violation or violent behavior. Any of the above incidents can result in a suspension prior to a hearing of any kind, the bargaining unit member will receive a hearing after the fact in those cases
  - a. Such pre-disciplinary hearing shall be held within the initial working day suspension period. The period for the hearing may be extended by mutual agreement of the parties.
    - (1) In the event the hearing is not held or waived within the initial working days suspension referred to above, the Employer shall issue his decision on the case within five (5) working days from the start of the suspension and the affected bargaining unit member may thereafter present a grievance at any time within five (5) working days from the filing of the Employer's decision with the bargaining unit member and the Union; such grievance shall be introduced at the second step of the grievance procedure.
  - b. At the suspension hearing the facts concerning the case shall be made available to both parties.
  - c. After such hearing, the Employer shall conclude within five (5) working days whether to convert the suspension into discharge or



3. the date the grievance was first discussed and name of the supervisor with whom the grievance was discussed;
  4. the date the grievance was filed in writing;
  5. the date and time the grievance occurred;
  6. the location where the grievance occurred;
  7. a description of the incident giving rise to the grievance
  8. the specific Article(s) and Section (s) of this Agreement that are allegedly violated; and
  9. the desired remedy to resolve the grievance.
1. Representatives.
    1. Each employee shall be afforded the right to representation of his/her choice at any time during the grievance procedure. The schedule of the representative shall be adjusted by the Employer to allow for time off during regular work shifts during the steps of the grievance procedure. Employees are responsible for signing in and out for Union business.
    2. The Union shall furnish the names of the Union Representatives who shall be responsible for the investigation of grievances. Said persons shall be allowed to investigate and confer with employees regarding a grievance during breaks upon approval of his immediate supervisor, with said approval not unreasonably withheld.
  2. The procedure shall consist of three (3) steps. An employee filing a grievance of a non-disciplinary nature must utilize each step before action within the following step may be undertaken. Grievances dealing with disciplinary actions other than disciplinary action under Article 16: Discipline will be filed directly into the second step. Employees and supervisors are urged to attempt to resolve differences informally prior to the implementation of the grievance procedure. No grievance shall be considered or adjusted unless the same has been commenced within ten (10) calendar work days after the occurrence of the act or acts. Grievances not appealed to the next step of the procedure will be settled on the basis of the Management decision in the prior step. Grievances not answered in a timely manner automatically go to next step of the procedure. Time limits of any grievance step may be extended by mutual agreement of the participants. Grievance forms will be provided by the Union. At any time, the Union member may withdraw his/her grievance, and this shall be a bar to the Union from proceeding therewith on its own behalf; however, the Union may re-file the grievance within fifteen (15) calendar days after withdrawal if it determines there are Union issues they wish to proceed.
  3. Grievance Procedure.
    1. Step One

- a. The affected employee will verbally discuss the problem and the circumstances surrounding it with their immediate supervisor. Failing to resolve the grievance verbally, the employee shall reduce the grievance to writing.
  - b. Once the complaint is reduced in writing, which must be done within fifteen (15) calendar days from the unsuccessful conclusion of the verbal discussion in F-1-a above, it must be dated and signed by both the supervisor and employee. The supervisor must then give the employee a written response within ten (10) calendar days. The employee will date and sign the response.
  - c. All Step One settlements are non-precedent setting.
2. Step Two.
- a. The second step of the grievance procedure starts with a written appeal of the supervisor's response given in Step One (F-1-b). This appeal must be made within ten (10) calendar days to the Superintendent.
  - b. Within ten (10) calendar days of the appeal, the Superintendent will hold a meeting with the grievant and, within five (5) working days from the close of said meeting, will render a decision to the employee in writing.
3. Step Three.
- a. If the grievance is not satisfactorily resolved at Step Two (F-2-b), it may be submitted to arbitration upon the request of the union in accordance with this Section of this Article.
  - b. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of the final answer on such grievance under Step Two (F-2-b) in the Grievance Procedure, the Union shall notify the Board of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the Board) shall meet within fifteen (15) calendar days after the notification of a request to arbitrate to begin the selection procedures outlined below.  
  
Either party may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the party canceling the arbitration.
  - c. After receipt of request to arbitrate, the parties shall jointly submit a request within thirty (30) calendar days of the date of the appeal to either the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association for a list of arbitrators. The arbitrator shall be selected by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names from the list and

selecting the final name. The first to strike shall be decided by a flip of the coin. The name of the arbitrator selected shall be forwarded within ten (10) calendar days.

- d. The arbitrator shall have jurisdiction only over disputes arising out of grievances as described above and in reaching his decision, the arbitrator shall have no authority to add or subtract from or modify in any way any provisions of this Agreement or concerning the establishment of wage rates not negotiated as part of this Agreement.
  - e. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties).
  - f. If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Board's payroll, the award so awarded will be less any unemployment compensation.
  - g. Any matter not presented in the prior steps of the Grievance Procedure will not be presented in arbitration, unless the new evidence is presented to the other party at least seven (7) calendar days prior to the arbitration hearing.
  - h. All decisions of arbitrators consistent with the powers enumerated above and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Board, Union and the employees.
  - i. The costs of the arbitrator, including the travel expenses, hearing room, etc., shall be borne by the losing party.
  - j. The costs of any copies of the arbitration procedure shall be paid by the requesting party. to the Grievance Procedure.
- G. Failure of probation is not subject to the Grievance Procedure.
- H. Any aggrieving employee is entitled to representation by a member of the Union, or the Union's designated representative.
- I. For the purposes of this Article, calendar days shall not include weekends or holidays.

**ARTICLE 18: SAFETY AND HEALTH**

- A. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe work methods of the Employer.

- B. Employees are responsible for reporting unsafe conditions and accidents; the Employer is responsible for correcting unsafe conditions and practices. Employees are responsible for property using and caring for facilities, vehicles and equipment, tools and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established by the Board. Bargaining unit members who fail to follow procedures will be disciplined.
- C. An employee acting in good faith has the right to refuse to work under conditions he/she reasonably believes present an imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might be reasonably be expected or occur in his/her position. Any incident or work refusal shall immediately be reported to the Transportation Director who will advise the Employer whether they believe any corrective action is necessary which may eliminate or reduce a potential danger or hazard.
- D. When work place engineering and/or work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer will provide personal protective equipment. The employee is responsible for using or wearing safety equipment and/or personal protective equipment where it has been deemed necessary.
- E. The Board shall provide rubber gloves and all materials in order to comply with universal precautions dealing with body fluids at each work site and on each vehicle.
- F. The Employer and the Union agree to establish a Safety Committee consisting of the Transportation Coordinator and up to two (2) additional members appointed by the Employer and two (2) bargaining unit members appointed by the Union. Appointed members shall not serve more than a one (1) year term. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures.
- G. Employee exposure records (Environmental monitoring and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to his/her designated representative. Employee medical records shall be made available to the employee, and to his/her designated representative upon tendering to the Employer, a signed written consent form from the employee who is the subject of the record.
- H. Exposure to Blood Borne Pathogens (BBP) and Other Potentially Infectious Material (OPIM) is an inherent health hazard for all bargaining unit positions. The Employer shall advise employees of the medical conditions of participants in the most appropriate way in order to avoid or reduce the risk of exposure or infection and to facilitate proper care of the participant. The Employer shall provide Hepatitis B vaccinations to all employees at the Employer's expenses. Employees shall have the opportunity to accept or not to accept the vaccinations, and shall so indicate on forms provided by the Employer.

Employees exposed to tuberculosis (TB) in the workplace shall be provided with TB tests at the Employer's expense. Employees who test positive for TB shall be provided with necessary medication to the extent such medication is paid for under the health insurance plan covering the employee.

- I. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his/her grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

**ARTICLE 19: LABOR-MANAGEMENT MEETINGS**

There shall be a joint Labor-Management Committee of not more than four (4) persons composed of an equal number of board representatives, including the Superintendent and Union representatives. The purpose of this committee is to meet on an as needed basis and to confer on matters of mutual interest.

**ARTICLE 20: CERTIFICATION, LICENSURE AND REGISTRATION**

The Lawrence County Board of DD subscribes to the rules put forth by the Ohio Department of Mental Retardation and Disabilities and the Ohio Department of Education governing certification, licensure, and registration. As a condition of continued employment all employees shall possess and maintain the certificate or license required for his/her position under the rules of the Department of Mental Retardation and Development Disabilities or the Department of Education.

**ARTICLE 21: COMMERCIAL DRIVERS LICENSE**

1. All members of the bargaining unit are to hold and maintain a valid State of Ohio Commercial Drivers License (CDL) with proper and necessary endorsements to drive school buses.
2. The Board will arrange for such employees to be able to obtain the necessary physical examination required for said license. The Employer will pay for the cost of renewal of a CDL, including abstracts and fingerprinting. Newly employed bargaining unit employees who fail to complete one full year of employment with the board shall be required to reimburse the Board the cost of the CDL.
3. Bargaining unit member's who do not possess the required CDL with endorsements will not be permitted to operate the board's equipment. The employee will be removed from his position and will be offered any other available/open position for which he is

qualified that might exist in the bargaining unit. If no such position exists for which he is qualified, the employee will be laid off in accordance with Article 33 of this Agreement.

4. An employee who loses his driving right for a period of sixty (60) days due to violation of law, may move to an available/open position for which he is qualified that does not require the operation of any board and/or leased equipment. During this time period, the board will fill his vacated position temporarily for sixty (60) days until the employee again obtains a CDL. Should no open and/or vacant position exist for which he is qualified, the employee will be laid off in accordance with Article 33 of this Agreement. Failure to pass the Drug and Alcohol tests as required under the Department of Transportation's Drug and Alcohol testing will be treated the same as a driving violation.
5. An employee who loses his driving rights for a period of one (1) year will face automatic termination of his employment with the Lawrence County Board of DD.

## **ARTICLE 22: DRUG TESTING**

### **A. Introduction.**

The goal and intent of this Article is the rehabilitation and assistance of those first-time offenders who have drug problems. However, action taken against a bargaining unit member shall be determined by individual circumstances of each case and disciplinary action up to and including termination is possible.

### **B. Authority of Testing.**

Only the Superintendent or his designee acting in his absence may order a drug test. Tests will be conducted to comply with Department of Transportation regulations. No bargaining unit member will suffer a loss of pay for testing under the D.O. T. regulations, and the board will furnish transportation to and from the testing site.

### **C. When the Administration has reasonable suspicion to believe that:**

1. an employee is being affected by the use of alcohol;
2. has abused prescription drugs; or
3. has used illegal drugs.

The Board shall have the right to require the employees to submit to alcohol or drug testing as set forth in this Agreement. The Board may also require the employee to randomly submit to alcohol or drug testing.

### **D. Testing Procedure.**

Detailed testing procedures shall be developed by the Superintendent to:

1. positively identify bargaining unit members prior to testing;
2. provide for bargaining unit member privacy and security of samples;
3. establish if a bargaining unit member is taking any drug legitimately under medical supervision; and
4. develop a two-step test. Both urine and blood samples may be drawn. Any specimen testing positive in the urinalysis shall be subject to confirmation by blood test. No notification shall be given of initial positive tests until the confirmation blood test has been completed and is positive. At the time the samples are drawn, a second test of samples shall be taken and sealed. Should the original blood test show positive, the second sealed set of samples shall be retained for six (6) months to allow for further testing in the event of a dispute.

E. Testing Agent.

The laboratory selected to conduct the analysis will be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency.

F. Bargaining unit members will be given two (2) opportunities for rehabilitative programs. A bargaining unit member can nullify his rights by failing to participate in such programs. No bargaining unit member shall be discharged who has an addiction to alcohol or drugs without the opportunity to participate in rehabilitation.

1. Bargaining unit members entered into rehabilitation programs shall be permitted to use any sick leave or vacation leave to their credit.
2. Any bargaining unit member who has exhausted his sick leave and vacation leave shall be granted unpaid leave to participate in rehabilitation programs.

G. All tests on bargaining unit members will be administered outside of Lawrence County to assure privacy and confidentiality.

**ARTICLE 23: TOOLS**

The Board will provide major tools and necessary power equipment for the mechanics' use. In the event a mechanic provides his/her personal tools, the Board will replace a broken tool if the mechanic turns in the broken tool for examination. In the event of a break-in or theft, the Board will replace mechanic's personal tools that are stolen provided there is an inventory of the mechanic's personal tools on record with the board prior to the theft.

**ARTICLE 24: PHYSICAL OR MENTAL EXAMINATIONS**

- A. A job-related physical or mental examination will be required of all bargaining unit members during their employment to comply with the rules established by the Ohio Department of Highway Safety and Department of Education. The Board may condition continued employment upon the passage of a physical or mental examination. The cost of such examination shall be provided by the Board, up to sixty dollars (\$60.00).
- B. Part of the annual physical examination for bus drivers and mechanics may also require a drug and alcohol test.
- C. Any bargaining unit member who fails the physical and/or mental examinations and/or drug and alcohol tests will not be permitted to continue performing their job until satisfactorily completing the tests or examinations that will allow them to perform the essential functions of their position.

**ARTICLE 25: HOURS OR WORK AND OVERTIME**

- A. Scope

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week, except that bargaining unit members will be compensated for all hours they are required to work. Management will determine the normal work schedule and the normal workday and week.

- B. Normal Work Day

The normal workday for full-time bargaining unit members shall be eight (8) hours of work and sixteen (16) hour of rest in a twenty-four (24) hour period. All bargaining unit members shall perform work for the number of hours they are compensated. A bargaining unit member shall not receive payment for more than eight (8) hours per day while attending any work-related conference or meeting. All county route drivers in the bargaining unit shall be ~~scheduled~~ **guaranteed** a minimum of five and one-half (5.5) hours per day.

- C. Scheduling.

- 1. The normal workday shall be a shift schedule as determined by management
  - a. Nine (9) month employees shall work the 182 days of the school calendar. Included in the 182 days is two in-service days.

- b. Twelve (12) month employees shall work the 232 days of the Tri-State Industries calendar. Included in the 232 days is two in-service days.
4. The Lawrence County Board of DD will pay overtime at the rate of one and one-half the bargaining unit members regular hourly rate of pay for all hours worked in excess of forty (40) hours in a week in accordance with the Fair Labor Standards Act.
5. Bargaining unit members called out to work after their scheduled hours are entitled to a minimum of two (2) hours call-out pay in addition to any hours they work.
- D. Absenteeism.
  1. Whenever a bargaining unit member has just cause for reporting late or absenting him/herself from work, he/she shall, whenever practicable, give notice as far in advance as possible to his/her supervisor or other person designated to receive such notice, but at least two (2) hours in advance.
  2. Any bargaining unit member who is absent from work shall give notice to his/her supervisor or the Superintendent as far in advance as possible of the date of his/her return to work so Management can rearrange the schedules and assignments for any bargaining unit member who has been temporarily filling the job
- E. Should a bargaining unit member not have just cause for his/her absence or for his/her failure to give notice, he/she shall be subject to discipline.
  1. The burden of proof shall be on the employee.
- F. Necessary Overtime.
  1. All bargaining unit members may be required to work overtime to accomplish the Lawrence County Board of DD's mission and task as directed by Ohio Revised Code and federal regulations.
  2. No bargaining unit member will be required to work more than sixteen (16) hours continuously, unless:
    - a. no other qualified bargaining unit member is available, and/or;
    - b. an emergency situation or natural disaster exists, and/or;
    - c. the work will be completed within a short time beyond the sixteen (16) hour limit.
  3. Overtime will be paid in accordance with the Fair Labor Standards Act. There shall be no pyramiding of hours to obtain additional payment. Compensation shall not be paid more than once under any provision of this Article or Agreement.

4. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.
5. Employees shall not begin work prior to their normal schedule starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees shall obtain advance approval of the Employer before working any overtime.

G. Call Out Pay

If an employee is called in by the Employer to report for work outside of his/her normal schedule which call-in does not abut his/her regular work day, he/she shall be guaranteed at least two (2) hours work at the applicable rate of pay.

H. Payment

Sick leave, holidays not worked, personal days, jury duty, calamity days and vacation days shall be compensated at the minimum number of hours guaranteed (5.5).

I. Extra Trips

An extra trip list shall be maintained listing those drivers who are interested beginning with the most senior driver. Extra trips shall be assigned on a rotation basis. All extra overnight trips shall be offered to drivers who are scheduled to work less than forty (40) hours per week before being assigned to a driver who is scheduled to work forty (40) hours per week.

J. Route Retention.

1. If a route becomes available, the route shall be posted with the most senior, qualified bidder being awarded the route.
2. Upon beginning the new route, the driver shall have ten (10) working days to decide whether to stay on the new route or return to his/her previous route.
3. If the most senior bidder refuses the route, the route shall be awarded to the next senior bidder.

**ARTICLE 26: PAY PERIODS**

- A. The payment of the wages of each twelve (12) month bargaining unit member of the Board shall be distributed over twenty-six (26) equal pay periods in a calendar year, unless said year has twenty-seven (27) pay periods. Nine (9) month bargaining unit

members shall have the option to receive pay over nine (9) months or twelve (12) months.

- B. If the scheduled pay date falls on a holiday that is not a scheduled work day, bargaining unit members, if practical, will be paid on their last day worked prior to the pay date. During the summer recess, bargaining unit members may:
  - 1. Provide the business office their mailing address no later than May 31 to enable the Board Fiscal Officer to mail paychecks in sufficient time to be received by the employee by the said payday (the Board cannot guarantee delivery by the Post Office). The cost of postage will be paid by the Board.
  - 2. Bargaining unit members may also pick up their checks in the usual manner during summer recess.

**ARTICLE 27: TRAVEL EXPENSE**

- A. Bargaining unit employees shall be reimbursed for authorized travel expense (including meals and mileage) according to the Employer policy of reimbursement of such expenses and at such rates as established by the Board of DD which shall not be less than the rates established in the Travel Expenses and Reimbursement Policy as of the effective date of this Agreement.

**ARTICLE 28: SEVERANCE PAY**

- A. An employee of the Lawrence County Board of DD, at the time of retirement from active service with the Lawrence County Board of DD Program, may elect to be paid in cash for twenty-five percent (25%) of the value of his/her earned, but unused sick leave credit. The amount that is paid shall not exceed for all payment, the value of forty (40) days of accrued unused sick leave. To qualify for such payment, the employee shall have had, prior to the date of retirement ten (10) or more years of service with the County, the State or any political subdivision.
- B. If at least one-half (1/2) of their public service time has been with the Lawrence County Board of DD, Board employees, who at the time of retirement from public service have twenty (20) or more years of service with the State or any political subdivisions, may elect to be paid in cash for fifty percent (50%) of the value of his/her earned, but unused sick leave. The amount that is paid shall not exceed, for all payment, the value of one hundred (100) days of accrued unused sick leave.
- C. If at least one-half (1/2) of their public service time has been with the Lawrence County Board of DD, board employees, who at the time of retirement from public service have twenty-five (25) or more years of service with the State or any political subdivisions, may elect to be paid in cash for seventy-five percent (75%) of the value of his/her earned, but

unused sick leave. The amount that is paid shall not exceed, for all payment, the value of one hundred fifty (150) days of accrued unused sick leave

- D. Such payment shall be based on the employee's base rate of pay at the time of retirement.
- E. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- F. Employees who die shall be considered to have terminated their employment as of the date of their death and be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Ohio Revised Code Section 2113.04, or paid to the employee's estate.

## **ARTICLE 29           INSURANCE**

- A. The Board shall provide to all employees, single or family coverage as requested by the employee, a major medical type hospitalization insurance, dental insurance and vision insurance with benefit levels substantially similar to those provided to employees of the Board as of May 1, 1998. The cost of insurance premium shall be paid 80% by the Board and 20% by the employee. The employee shall have the option to select any combination or all of the insurance coverage's available. The Board will pay to any employee who declines hospitalization, dental and vision insurance ~~\$100.00~~ **\$150.00** per month for each month that the employee declines hospitalization, dental and vision coverage. An employee who declines coverage may at any time decide to accept such coverage and may enroll for coverage during the open enrollment period or if a qualifying event occurs (for example loss of coverage elsewhere).
- B. The Board represents that the current insurance provided to the employees of the Board is through a plan obtained for county employees generally by the Lawrence County Commissioners ("County Plan") and that it is the Board's current intention to keep the employees of the Board insured under the County Plan. As long as the employees of the Board are covered under the County Plan, the Board will offer the employees in this bargaining unit the insurance available to county employees generally and provided such benefits are the same as or substantially similar to the benefits provided to employees of the Board under the county plan as of May 1, 1998, the Union will not allege that the Board has improperly reduced benefits. If the county plan offers employees an option to select among plans (for example, an indemnity plan, a preferred provider organization, or a health maintenance organization), the employee of this bargaining unit will be give the same option.
- C. The Board reserves the right to change to a self-insured plan or to a plan offered by a health service provider authorized to do business in the State of Ohio provided the coverage made available under such plan is substantially similar to the plan available to the employees of the Board as of May 1, 1998.

- D. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the levels of the insurance benefits remain substantially similar to the health insurance program in effect as of May 1, 1998. Such changes may include but are not limited to mandatory second options for elective surgery, preadmission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in an emergency situation, and mandatory outpatient elective surgery for designated surgical procedures.
- E. The Board may leave the County Plan during the term of this Agreement, however, if the Board does leave the County Plan, the benefits provided under the insurance programs shall be substantially similar to the plan available to the employees of the Board as of May 1, 1998.
- F. The Board shall provide, at the Board's expense, life insurance coverage for each employee in the bargaining unit in the amount of \$15,000.00
- G. If the Lawrence County Commissioners provide a Section 125 Plan to employees of the county, employees of the Board may participate.
- H. The Board also agrees to pay a lump sum payment of \$400.00 to each member of the bargaining unit carrying the health insurance family plan, \$250.00 to each member of the bargaining unit carrying the health insurance employee/spouse plan, \$250.00 to each member of the bargaining unit carrying the health insurance employee/child plan and \$100.00 to each member of the bargaining unit carrying the health insurance single plan on the pay day nearest the (1<sup>st</sup>) of December 2008, ~~(1<sup>st</sup>) of December 2009 and on the pay day nearest the (1<sup>st</sup>) of December 2010~~ **of each year of the contract.**

**ARTICLE 30                    INDEMNIFICATION OF EMPLOYEES**

- A. The Employer agrees to indemnify and defend any employee from actions arising out of lawful performance of their official and assigned duties.

**ARTICLE 31                    WAGES**

- A. All bargaining unit members are expected to work their scheduled hours per week for the Board, including daily extra runs Monday through Friday, to be paid their hourly rate on an annual schedule as listed in Appendix A and B. All bargaining unit members are guaranteed to be paid for a minimum of fifty-five (55) hours per pay period or their actual hours worked, whichever is greater.
- B. All bargaining unit members are responsible for cleaning (dusting and sweeping) their bus daily, checking the fluid levels, doing a walk-around observation and filling out a report of their bus once this is completed.

C. Nine (9) month drivers who have been employed for at least one (1) year will be paid their regular hourly rate of pay during the summer months. Guaranteed five-point-five (5.5) minimum applies (annual daily average not to be used).

D. Wage Increase

Effective July 1, **2012** the salary schedule for all employees shall be increased across the board by an additional **two and a half percent (2.5%)**

Effective July 1, **2013** the salary schedule for all employees shall be increased across the board by an additional **two and a quarter percent (2.25%)**.

Effective July 1, **2014** the salary schedule for all employees shall be increased across the board by an additional **two and a quarter percent (2.25%)**.

In addition, steps 3-15 on the Bus Driver salary schedule shall be increased by \$750, effective July 1, 2008.

In addition, steps 3-15 on the Bus Driver salary schedule shall be increased by \$500, effective July 1, 2009.

In addition, steps 3-15 on the Bus Driver salary schedule shall be increased by \$250, effective July 1, 2010.

**In addition steps 3-20 on the Bus Driver salary schedule shall be increased by \$400 effective July 1, 2014.**

**Effective July 1, 2012, the following steps will be added to Bus Driver salary schedule at an hourly rate increase of \$.30.**

- 17
- 20
- 22
- 25

**ARTICLE 32: VACANCIES/PROMOTIONS**

A. Whenever the employer determines that a vacancy exists within the bargaining unit which the employer intends to fill, and such a vacancy is not filled through recall from a layoff list, the employer shall post a vacancy notice on the bulletin boards where employee notices are usually posted for ten (10) working days prior to filling the vacancy. All such notices shall contain a description of the position to be filled, including job duties, working hours, special qualifications required or desired, name and classification of immediate supervisor, location of reporting and working, and the deadline and place of application. Any qualified employee who wishes to apply for the vacant position(s) shall do so by submitting a written application to the employer.

- B. The most senior, qualified employee who submits their written application shall be selected for the position. Upon beginning the new position he/she shall have ten (10) working days to return to his/her former position without loss of seniority.

**ARTICLE 33: LAYOFF AND RECALL**

A. Layoff.

Layoff shall be conducted in accordance with this contractual procedure only. Whenever it becomes necessary for the Board to reduce its work force due to lack of funds or lack of work, it shall lay off employees or abolish their positions as provided in this Article. The number of people affected by the reduction shall be kept to a minimum.

Whenever the Employer determines that a layoff or job abolishment is necessary, the following shall apply:

1. The Employer shall determine the number of employees, the classifications and positions to be affected by the layoff. The Employer agrees to notify the Union and allow the Union to propose possible alternatives and discuss the impact of the layoff prior to initially notifying the affected employees.
2. Employees serving a probationary period after initial appointment shall be laid off before employees who have completed a probationary period. Bargaining Unit members shall be laid off by seniority in the classification in which they are working, with the least senior employee laid off first. Seniority will be determined in accordance with Article 10: Seniority. All substitutes will be laid off prior to regular bargaining unit members, and the regular bargaining unit member will be offered substitute work when available. In the event two (2) or more employees have the same seniority date, the tie will be broken by the last digit in the social security number with nine (9) being high and zero (0) being low. If the last number is the same, then you will proceed to the next number and so on until the tie is broken.
3. The Employer shall notify the affected employees and the union, in writing, at least fourteen (14) calendar days in advance of any layoff. Each notice of layoff shall state the following:
  - a. the effective date of layoff; and
  - b. a statement advising the employee of his/her rights of reinstatement from the layoff and bumping rights.

B. Recall

Recall notices shall be sent by certified mail, to the last address reported by the employee, return receipt requested, with a copy make available to the Union on request. The employee

shall have fourteen (14) calendar days from the date of receipts of the recall notice to return to work, unless a later date is otherwise specified in the notice. A recalled employee will be placed at a rate which most nearly corresponds to the employee's salary at the time of recall taking into consideration their service and job performed, with the employee receiving credit for time off on layoff. If more than one (1) job is to be filled by the recall procedure, the Employer shall make every effort to return the employee to the job the employee held prior to layoff or the most similar job available. If the recalled employee fails to return to work by the fourteenth (14th) day, or by such extended date as mutually agreed, the employee forfeits the right of recall.

1. Bargaining Unit members will be recalled in order of seniority as long as they continue to possess the appropriate licenses and can perform the essential functions of the position for which they are recalled.
2. Bargaining Unit members are responsible for maintaining a correct address and telephone number at the Board's Business Office.
3. Any Bargaining Unit member who is recalled from a layoff who was serving a probationary period will complete the probationary period upon recall.

#### **ARTICLE 34: NO STRIKE- NO LOCKOUT**

##### **A. No Strike.**

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, or any other intentional stoppage of the operations of the Lawrence County DD programs, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Board under terms set forth in this agreement, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Each employee who holds the position of officer or Steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work

##### **B. No Lockout.**

The Board agrees not to lockout the employees of the Lawrence County Board of Mental Retardation/Developmental Disabilities or members of the bargaining unit during the term of this Agreement

**ARTICLE 35: WAIVER IN CASE OF EMERGENCY**

- A. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Lawrence County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder which impairs the Employer's ability to operate in an efficient manner during such emergency period, the following condition of this Agreement may be temporarily suspended by the Employer:
  - 1. Time limits for the processing of grievances;
  - 2. All work rules and/or agreements and practices relating to the assignment of employees. Upon termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) has properly progressed, prior to the emergency and all other terms of the Agreement temporarily suspended shall be restored.

**ARTICLE 36: TRAINING**

- A. Bargaining unit members may be reimbursed by the Board for approved fees and reasonable expenses for seminars, classes and workshops that, in the sole discretion of the Board, will further the employment development of the employee. Attendance shall be directly related to the employee's regular duties. Bargaining Unit members shall submit requests for approval a minimum of two (2) weeks in advance of such seminar, class or workshop.

**ARTICLE 37: CALAMITY DAYS**

- A. The Superintendent or his/her designee may authorize an emergency closing for all or part of the agency due to inclement weather conditions or other emergencies (i.e., water main break, heating malfunction).
- B. Employees who are not expected to report to work on calamity days or partial calamity days, will be paid in the same manner as they are paid for holidays for which they do not work, except as noted in this Agreement.
- C. Employees who are in a non-pay status before and after a calamity day will not be paid for the calamity day.
- D. Employees who are on extended (five (5) work days or greater) pre-arranged personal leave, sick or vacation leave shall be charged for sick, compensatory time, or personal or vacation leave on calamity days.

- E. Employees who are not on an extended leave and who are in a paid status (i.e. paid sick, compensatory time or personal leave) either the entire day before or after a calamity day will be paid for the calamity day or portion of the day missed, and will not be charged for sick, compensatory time or personal leave for the portion of time they were not expected to report to work.
- F. Nine (9) month employees shall be required to make up calamity days if an excess of calamity days requires extending the calendar until the minimum number of required days of actual instruction and/or habilitation are completed. Any days over the five (5) days allowed by the State of Ohio shall either be taken in non-pay status or charged to accumulated earned personal leave or deducted from compensatory time accumulated.

**ARTICLE 38: MAINTENANCE OF STANDARDS (Integrity of Agreement)**

- A. Any individual contract between the Board and a bargaining unit member heretofore executed shall be subject to and made consistent with the terms of this Agreement or subsequent Agreements to be executed by both parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the Board.
- C. During the term of this Agreement, the Union waives and relinquishes the right to meet and negotiate and agrees that the Board shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Board or the Union at the time they met, negotiated and executed this Agreement, even though such subjects or matters were proposed and later withdrawn.
- D. This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written or oral. This Agreement may be altered, changed, added to, deleted from or modified only through a voluntary and mutual written and signed amendment of this Agreement.
- E. It is agreed that this Agreement is prospective only and that the employees reserve the right to pursue, and do not waive any claims arising prior to the effective date of this Agreement.

**ARTICLE 39: FUNERAL LEAVE**

- A. Whenever there is a death in a Bargaining Unit member's immediate family as defined in Section B below, the Bargaining Unit member shall receive three (3) days with pay, one (1) day of which must be the day of the funeral. This bereavement leave shall be in

addition to all other leaves as provided herein and shall not be charged against the employee's sick leave or personal leave days.

- B. The "immediate family" is defined as: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in the place of a parent.
- C. If an employee needs more bereavement leave than three (3) days as set forth herein because of extenuating circumstances such as distance or unusual family or personal responsibilities, the employee may, at the employee's option, use sick leave, vacation leave or personal leave for the additional days needed with prior approval of the Superintendent or his/her designee.
- D. For deaths outside of the immediate family, the employee may request, at the employee's option, to use compensatory time, vacation leave, or personal leave and may only use sick leave for relatives not defined as above when approved by the Superintendent of his/her designee.

#### **ARTICLE 40                      PEOPLES DEDUCTION**

Provided the Lawrence County Auditor has the capability, the employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such an authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deduction made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during this period covered by the remittance.

#### **ARTICLE 41                      NEGOTIATION PROCEDURES**

- A. **Negotiable Items**  
Matters pertaining to wages, hours, or term and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are the items considered negotiable.
- B. **Initiation of Negotiations**  
Negotiations shall be initiated not earlier than ninety (90) and not later than sixty (60) days prior to the ending of the terms of the previous contract by written notification of one party to another requesting to enter into negotiations. Requests in writing for negotiation meetings from the Union will be made directly to the Superintendent and the Board. Requests from the Board will be made in writing to the President of the Union.
- C. **Negotiation Meetings**

Upon receipt of a written request for a meeting, either party will have ten (10) working days to reply to the request. A meeting date and place shall be agreed to within fifteen (15) days of such request. All days referred to in the Section shall be work days.

D. Negotiators

The total membership of each negotiation team shall not exceed four (4). While no final agreement shall be executed without the ratification by the Union and the adoption by the Board, the negotiation teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties involved in negotiations.

Each team shall designate one chief spokesperson who shall make verbal response for his/her team members.

E. Exchange of Information

During the period of negotiations, or impasse provision, the Board and the Union agree to provide each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

G. Submission of Issues

A list of all issues shall be submitted by both parties at the first meeting. No additional issues shall be submitted by either party following the second meeting unless agreed by both parties. All initial proposals shall be submitted by the 3<sup>rd</sup> meeting.

H. Caucus

Upon request of either party, the negotiations shall be recessed to permit the requesting party a period of time to caucus. Requesting party shall estimate the length of time of the caucus.

I. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiator of each party. Such initialing shall be construed as tentative agreement by both parties on that item or issue, subject to ratification by the membership of the Union and adoption of the Board.

J. Agreement

If tentative agreements are reached on the matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the membership of the union and the board for ratification. If ratified by the Union, it will then be submitted to the Board for consideration. If approved by affirmation vote of a majority of the full membership of the Board, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board.

K. Disagreement

In the event an agreement is not reached by negotiations after full consideration of the proposals and counterproposals, either party shall have the option of declaring impasse. If

impasse is declared by either party, it is with the understanding the impasse proceedings are declared on all issues where tentative agreement has not been reached by the parities. The parties jointly request a mediator and direct such request to SERB or to the Federal Mediation and Conciliation Service. The assigned mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. The mediator has no authority to recommend or bind either party to any agreement.

**ARTICLE 42                      DURATION**

- A. This Agreement shall be effective as of 12:01 a.m. June 23, **2012**, and shall remain in full force and effect until midnight June 22, **2015**, and shall renew from year to year thereafter unless either the Board or the Union serves written notice on the other of its intention to terminate, modify or negotiate a successor collective bargaining agreement not less than sixty (60) calendar days prior to such expiration or the expiration of any renewal thereof.
  
- B. Should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, then such provisions shall be automatically terminated. The remainder of Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the Board and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision within thirty (30) working days. Only that issue or provision terminated shall be the subject of the negotiations to replace it. In witness whereof, the parties hereto by their duly authorized representatives have set their hands this 29<sup>th</sup> day of May, 2012

FOR THE OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES

FOR THE LAWRENCE COUNTY  
BOARD OF DD

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LAWRENCE COUNTY BOARD OF DD

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LAWRENCE COUNTY BOARD OF COMMISSIONERS:

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LAWRENCE COUNTY BOARD OF DD

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LAWRENCE COUNTY BOARD OF COMMISSIONERS:

*Geo. Boyer*  
\_\_\_\_\_  
*W. E. ...*  
\_\_\_\_\_  
*Freddie L. Hayes*  
\_\_\_\_\_

In addition to matters covered by this Collective Bargaining Agreement, all policies and procedures of the Lawrence County Board of DD shall be valid and binding.

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**ARTICLE 43                      DURATION**

- A. This Agreement shall be effective as of 12:01 a.m. June 23, 2015, and shall remain in full force and effect until midnight April 1, 2016, and shall renew from year to year thereafter unless either the Board or the Union serves written notice on the other of its intention to terminate, modify or negotiate a successor collective bargaining agreement not less than sixty (60) calendar days prior to such expiration or the expiration of any renewal thereof.
  
- B. Should a court of recognized jurisdiction determine that a provision of this Agreement is illegal, then such provisions shall be automatically terminated. The remainder of Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the Board and the Union shall promptly meet for the purpose of negotiating a lawful alternative provision within thirty (30) working days. Only that issue or provision terminated shall be the subject of the negotiations to replace it. In witness whereof, the parties hereto by their duly authorized representatives have set their hands this 5 day of May, 2015.

FOR THE OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES

*Chouchey M. Neal Jr*  
\_\_\_\_\_  
*Karen Bailey*  
*M*  
\_\_\_\_\_

FOR THE LAWRENCE COUNTY  
BOARD OF MR/DD

*R. Jack Kurell*  
\_\_\_\_\_  
*Paul M. Webb*  
*Debra Jones*  
\_\_\_\_\_  
*Michael Nones*  
*Don Pyle*  
*Carla Salys*  
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LAWRENCE COUNTY BOARD OF COMMISSIONERS

MEMORANDUM OF UNDERSTANDING

This agreement is between the Lawrence County Board of DD ("Board") and the Ohio Association of Public School Employees AFSCME/OAPSE local 069 ("Union").

WHEREAS, the Board and the Union are signatories to a Collective Bargaining Agreement with effective dates of June 23, 2015 through April 1, 2016; and

WHEREAS, the Board and Union wish to amend the effective dates of the Collective Bargaining Agreement.

THEREFORE, the parties agree to the following:

Extend the current Collective Bargaining Agreement to an expiration date of July 1, 2016.

All benefits within the Collective Bargaining Agreement will remain in full effect.

Agreed to on this 11 day of Feb, 2016.

FOR THE BOARD

Paul B. Mollett

Paul Mollett, Superintendent of Lawrence County Board of DD

FOR THE UNION

Chauncey Neal JR.

Chauncey Neal, President of OAPSE Local 069