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AGREEMENT

Between

**FULTON COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

And

OAPSE AND LOCAL #309

2014 - 2016

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PREAMBLE

This Collective Bargaining Agreement (hereinafter Agreement) made and entered into this 20th day of December, 2014, by and between the Fulton County Board of Developmental Disabilities hereinafter referred to as the Board and the Ohio Association of Public School Employees (OAPSE) and its affiliate, Local #309, which is hereinafter referred to as the Union.

ARTICLE 1—DEFINITIONS

- Section 1.01** BOARD (also called EMPLOYER)—the Fulton County Board of Developmental Disabilities.
- Section 1.02** ADMINISTRATION—the Superintendent and Directors of the Fulton County Board of Developmental Disabilities.
- Section 1.03** MANAGEMENT—the Board together with its executive officers and managerial/supervisory staff including but not limited to the superintendent, finance director, children services director, community services director, vocational services director, personnel manager, transportation manager and executive secretary.
- Section 1.04** SUPERINTENDENT—the superintendent of Fulton County Board of Developmental Disabilities unless expressly specified otherwise.
- Section 1.05** BARGAINING UNIT—the unit of employees more fully described in Section 2.02 of this agreement.
- Section 1.06** MEMBER or EMPLOYEE or MEMBERS or EMPLOYEES unless expressly specified otherwise, these terms shall refer to members of the bargaining unit.
- Section 1.07** FULL-TIME EMPLOYEE—Employees regularly scheduled to work 35 hours or more per week.
- Section 1.08** PART-TIME EMPLOYEE—Employees regularly scheduled to work 20 hours or more but less than 35 hours per week.
- Section 1.09** The Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4 and its Local 309 (also called Union) the exclusive representative of the employees in the bargaining unit pursuant to certification by the Ohio State Employment Relations Board.
- Section 1.10** DAY—a working day exclusive of all Saturdays, Sundays and official holidays observed by the Board within the work year.
- Section 1.11** CLIENT—Any individual served by the Board.
- Section 1.12** RULES OF CONSTRUCTION unless specified to the contrary elsewhere in this Agreement, the following rules shall apply:
- A. Application of agreement provisions of this Agreement shall apply to all members of the bargaining unit unless specified to apply only to certain members of the bargaining unit.
 - B. Headings and captions are used in this Agreement for purposes of convenience only and do not carry substantive meaning.
 - C. Gender and number: the masculine, feminine and neuter gender as used in this Agreement import one another and the singular shall include the plural wherever applicable.

ARTICLE 2—RECOGNITION

- Section 2.01** The Board of the Fulton County Board of Developmental Disabilities hereby recognizes the Ohio Association of Public School Employees and its Local #309 as the sole and

exclusive bargaining representative for Employees now employed or to be employed in the Collective Bargaining Unit described in Section 2.02.

Section 2.02 The bargaining unit includes all full-time and part-time professional and non-professional Employees in the following classifications:

Early Childhood Coordinator
Transportation Coordinator
Production Supervisor*
Administrative Assistants
Vocational Habilitation Programmers
Special Olympics Coordinator
General Laborer
Vehicle Operators
Maintenance
Client Information Manager
Occupational Therapist (OT)
Speech Therapist
Permanent Sub
Help Me Grow Home Visitor/Service Coordinator
Vocational Habilitation Coordinator

Section 2.03 For the purpose of this Agreement all of the following are excluded from the bargaining unit:

Superintendent and Directors
Professional Employees not listed in Section 2.02**
Grant Funded Personnel not listed in Section 2.02**
Service and Support Administrators
Executive Secretary
Personnel Manager
Transportation Manager (Not performing services previously or currently being performed by Transportation Coordinator or Assistant Transportation Coordinator)

**Said exclusions shall not prevent the Union from attempting to organize or petitioning to SERB for inclusion into the bargaining unit professional or grant funded personnel. This section only describes classifications or positions not in the bargaining unit.

*It is understood and agreed by the parties that when the full time Production Supervisor separates that the position will be removed and excluded from the bargaining unit.

It is further understood and agreed by the parties that other classifications that were included in former contracts will be included if those classifications are reinstated. These include Recreation Coordinator, Vocational Services Coordinator, Community Supports Coordinator, Habilitation Workshop Specialist, Supported Living Habilitation Specialist/Provider, Supported Living Coordinator, Recreation Habilitation Programmer, Recreation Specialist, Recreation Assistant, Recreation Technician, Bus/Van Driver, Partners in Parenting Staff, Material Handler, Truck Driver, Unassigned Driver, Community Supports Vehicle Operator, Asst. Transportation Coordinator, Certified Occupational Therapist Assistant (COTA), Early Childhood Specialists Assistant, and Passenger Assistant.

ARTICLE 3—MANAGEMENT RIGHTS CLAUSE

Section 3.01 Except to the extent expressly abridged by specific articles and sections of this Agreement, the Employer reserves, retains and possesses all of the inherent rights and authority to manage and operate its facilities and programs. The sole and exclusive rights and authority of management include specifically, but are not limited to the following:

- A. To determine the location and number of facilities and to assign employees to these facilities,
- B. To determine and manage its facilities, equipment, operations, programs, and services;
- C. To manage and direct its employees, including the right to select, hire, assign, promote, transfer, or discipline employees (as covered in this Agreement);
- D. To determine the size and composition of the work force;
- E. To issue work orders and rules of work standards, and govern employee conduct;
- F. To utilize personnel methods and means in the most appropriate and efficient manner;
- G. To determine the hours of work and work schedule of employees;
- H. To take all necessary and specific action during emergency operational situations;
- I. To introduce changes in programs, methods or facilities;
- J. To determine the management organization, including the selection, retention and promotion to positions not within the scope of this Agreement;
- K. To determine equipment required and necessary to perform work related activities;
- L. To relieve employees from duty because of austerity programs consistent with provisions herein.

Section 3.02

The Union recognizes the inherent management rights possessed by the Employer. To the extent that the above rights are abridged expressly by specific articles and sections of this Agreement, alleged violations are subject to the grievance procedure herein.

ARTICLE 4—NONDISCRIMINATION

Section 4.01

Both the Board and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar Constitutional and Statutory requirements.

Section 4.02

The Board and Union recognize the right of all Employees and all applicants for employment to be free to join and the right not to join the Union and to participate in lawful concerted Union activities. Therefore, the Board and Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisal in employment or against any applicant for employment because of Union Membership or Non-Membership, or because of any lawful activity in an official capacity on behalf of the Union.

ARTICLE 5—UNION REPRESENTATION

Section 5.01

Full-time and part-time personnel have the right to join in, participate in, and assist the Union and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any Employee. The Union shall represent all Employees of the Board within the bargaining unit equally and without discrimination regardless of their membership or non-membership in the Union.

Section 5.02

Union Dues.

All Employees of the Bargaining Unit who have executed an authorization for dues deduction form are required to remain a member or pay a service fee as defined in B below.

All Employees hired after January 1, 1998 shall become either:

- A. A Member of OAPSE Local #309 and execute an authorization for dues deduction on a form provided by OAPSE, or;
- B. In the alternative, the Employer shall deduct from the salaries of the Employee(s) not applying for Membership, a service fee in the amount set forth in written notification by the Union Local Treasurer, such notice to be provided not later than September 1 of each year. Such fee shall be required as a condition of employment following a Probationary Period of one hundred twenty (120) days following employment. The deduction of the service fee by the Board from the payroll check of the Employee shall be automatic and does not require the written authorization of the Employee. Payment to the Union of the service fee shall be made in accordance with the regular dues deduction as provided herein. In no case shall the service fee be in excess of the regular OAPSE Membership dues.

Any Employee of the Bargaining Unit who has been declared exempt for religious convictions by the State Employee Relations Board shall not be required to pay said service fee. However, such Employee shall pay in lieu of such service fee, on the same time schedule as Union dues are payable, an amount of money equal to such service fee to a non-religious charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code, mutually agreed upon by such Employee and the OAPSE State Treasurer. Such Employee shall furnish to the OAPSE State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment or furnish receipts as proof of payment shall subject such Employee to the same sanctions as would nonpayment of Union dues under the Agreement.

All Bargaining Unit Members shall either authorize payroll deduction for the payment of dues or remit payments, in full, directly to the Local Treasurer.

Such deductions shall be made in twenty-six (26) equal and consecutive installments beginning with the first pay in September. The first deduction shall be for Local dues in the amount of \$12.00 and be forwarded to the Local Treasurer within five (5) workdays of the deduction. The second (2) through twenty-sixth (26) deductions shall be sent to the OAPSE State Treasurer.

Signed Payroll Deduction Authorizations executed by the members shall be continuous from year-to-year for the duration of the term of recognition of OAPSE Local #309 as the Bargaining Representative or until such time as the Employee withdraws such authorization in writing. Withdrawal of Membership does not preclude payment of the service fee. An Employee may withdraw Membership during a ten (10) day period from August 21st through August 31st. The Board shall provide the Local Treasurer the name of the Employee being taken off dues deduction and the reason thereof upon the Employer's knowledge but no later than the date the payroll is sent to the Auditor. Should a Member withdraw during the Withdrawal Period, the Employer shall then deduct according to 5.02.B.

Payroll deductions shall occur immediately upon request or in the case of new Employee(s) following the one hundred twenty (120) day Probationary Period.

The Employer shall notify the OAPSE State Treasurer of the gross salary of the Employee based on W-2 information and the amount of dues or service fee to be deducted. The Employer shall forward to the OAPSE State Treasurer the amount of the State dues/fees and an alphabetical list of the names, social security numbers and addresses of those Employees who had dues/fees deducted along with the amount of the deduction. A copy of this description shall be forwarded to the Local Treasurer.

The Union shall defend and indemnify the Board, its Officers, Members, Agents and Assignees in both their individual and Official capacities and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses that may arise out of or by reason of the action taken by the Board, its Officers, Member Employees and/or Agents for the purpose of complying with any of the provisions of this Article or in reliance on any list, notices, or assignments furnished under any of such provisions. The Union shall retain control of and appointments of Legal Counsel for defense and indemnification purposes.

Section 5.03

AFSCME/PEOPLE.

The Board agrees to make deductions from an employee's wage for AFSCME/PEOPLE, if the employee authorizes the deduction in writing. The Board shall remit such deductions to AFSCME/People.

ARTICLE 6—UNION RIGHTS

Section 6.01

Union Stewards.

Employees elected or appointed as Union officers and four (4) stewards shall represent the interest of the Union and the Bargaining Unit. The names of the stewards and officers shall be provided in writing, to the Board, and shall be updated within 5 working days as changes occur, but no less than annually. The Board will not be required to recognize any Employee as a Union officer or steward unless the Union has informed the Board, in writing, of the Employee's appointment or election as such.

In the absence of a bargaining unit steward, or at the request of the bargaining unit member, another steward or an officer will assume the steward's duties and handle the matter. The Union agrees to process grievances with the least possible interruption of client services.

The stewards along with the officers constitute those Union officials who shall have the right to process grievances and investigate disciplinary actions on Board time.

Those officials will be permitted to leave the job with the prior approval of their supervisor for the purpose of investigating a grievance and/or disciplinary action or attending a disciplinary hearing. Such approval shall not be unreasonably denied. If, for a valid reason, it is not possible to release the official, the supervisor shall explain the reason in writing, and arrange a mutually agreeable time within two (2) work hours. Said official shall report to his supervisor upon completion of the investigation. Said use of this time shall not be abused.

Employees may be represented by a steward or Union official at any step of the grievance procedure.

The Local President will be permitted to set aside the following hours per week for Union business: Local President scheduled to work full-time receives four (4) hours; Local President scheduled to work part-time receives two (2) hours. The Vice President will be permitted to utilize the above when the Local President is on vacation or extended leave.

Section 6.02

Bulletin Boards.

The Board shall provide a bulletin board for the Union in facilities with five or more employees. The Union may post meeting notices, legislative bulletins and other pertinent information relative to Union approved activities and interests.

Section 6.03

Access to Facilities.

It is mutually agreed that the Union shall have access to the Board programming building at 1210 N. Ottokee Street or alternative location if it is not available for Union meetings. The Union shall notify the Superintendent at least one (1) week prior to the intended use of said facility.

Section 6.04

Inter-department Mail System.

The Union officers and stewards shall have access to the Employer's inter-departmental mail system to communicate with members of the bargaining unit, unless an Employee indicates in writing to the Union that he does not wish to receive such communication.

Section 6.05

Labor Management Meetings.

There shall a committee of eight (8) members which shall meet at mutually agreed upon times, to discuss problems of mutual concern between the parties hereto and problems which may occur from time to time in the administration of this contract. Three (3) days prior to the established meeting date each party shall submit an agenda of items to be discussed, and the meeting discussion shall be limited to the prepared agenda unless the parties mutually agree otherwise. The Board shall appoint four (4) members of the committee and four (4) shall be appointed by the Union.

Section 6.06

Copy Machine.

The Union will be granted use of the Board's copy machines as long as they provide their own copy paper.

Section 6.07

Laminator.

The Union may use the Board's laminator if the Union reimburses the Board for the standard fee.

Section 6.08

Management/Union In-service.

The Board and the Union may have one (1) four (4) hour in-service per year for Management and Union officers and stewards upon mutual agreement. The content and other details of the program shall be mutually agreed upon between the parties. Employees shall be paid their regular rate of pay for all time spent during the in service.

Section 6.09

Union Leave.

- A. The Board shall authorize a pool of up to seven (7) days pay per calendar year for use by Members of the Bargaining Unit who are elected to represent the Union, or who are chosen to represent the Union, in any official capacity for Union business. Such Leaves will be granted upon written application from the President of the Local made not less then (5) days in advance to the Superintendent or designee. Leave requested from this pool of days to attend the OAPSE annual convention and district meeting shall be granted.
- B. Additionally, if requested by the Ohio Association of Public School Employees or the President of the Local, Employees may be granted leave with pay for Union business provided the Union reimburses the Board for Employees' wages and such absence does not interfere with the efficient operation of any department or working unit. Such request must be submitted in writing no less than three (3) workdays in advance to the Superintendent/designee. It is anticipated by the parties that these requests would generally be reserved for special circumstances.

Section 6.10

Union Representatives.

The Board agrees that representative(s) of the Union, whether Local Union representative(s), Council representative(s), or International representative(s), shall have access to the Board's facilities to conduct Union business. Union representative(s) will notify the Superintendent or his designee of the visit(s). Upon arrival at the facility, the Union representative(s) will check in with the Administrative Office, shall wear clearly visible identification, and shall not interfere with the duties and responsibilities of an Employee or operation of the facility. It is understood that no Union business shall be discussed in the presence of clients.

Section 6.11

Notification of Personnel Transactions.

The Board will notify the Union of all personnel transactions that occur within the bargaining unit including resignations, terminations, transfers, promotions, demotions, retirements, temporary appointments and leaves of absence.

Section 6.12

System Seniority List.

The Board shall provide the Union with an up-to-date system seniority list of every Employee and their current position within the bargaining unit on the effective date of this agreement; thereafter on July 1, and January 1, of each year. The Union shall be provided with all necessary information to update the seniority list monthly. After receiving or updating the system seniority list, the Union will then post the list in each facility.

Section 6.13

Benefit Protection.

Bargaining unit employees shall receive no less than any other classified civil service Board Employee for any and all benefits.

Section 6.14

Agenda, Minutes, Budget.

The Board will have available the notice and agenda of each Board meeting three (3) work days prior to the meeting, and the minutes after approval, and a copy of the annual budget upon Board approval.

Section 6.15

Board Policy Books.

The Union President will receive one (1) copy of the Board Personnel Policy Book and Board Program Policy Book at no cost. Updates or changes in Board policies upon Board approval shall be furnished for the Policy Books within a two-week period.

ARTICLE 7—NO STRIKE/NO LOCK-OUT

Section 7.01

There shall be no strikes (as hereinabove defined) during the term of this Agreement. The Union shall not authorize or sanction, and members of the Union shall not instigate, participate in or cause any such strike.

Section 7.02

Members of the Union shall not aid or participate in strikes actually or purportedly initiated by the Union and/or its members or by other employee organizations and/or their members.

Section 7.03

Each employee who violates the provisions of Section 1 of this Article may be subject to discipline up to and including discharge.

Section 7.04

Whenever any violation of Section 1 of this Article occurs, the following actions will be immediately implemented:

- A. When management becomes aware of a strike that is in process, the Superintendent or designee will notify the Union President by phone to determine if the strike is authorized by the Union.
- B. Should the strike not be authorized by the Union, it will immediately take aggressive positive action to end the strike.
- C. The Union will submit a written report to the Superintendent as soon as possible of being notified of a strike action indicating the action taken by the Bargaining Unit in regard to the strike.

Section 7.05 There shall be no Lock-Out permitted by the Employer during the term of this Agreement.

ARTICLE 8—SENIORITY

Section 8.01

System Seniority.

System seniority is defined as the length of continuous employment with the Board as computed from the employee's most recent date of hire in the bargaining unit. In the event two (2) or more employees have the same date of hire, their order of seniority will be determined as follows:

First - The first work day on the job as a regular Employee in the bargaining unit.

Second - A flip of a coin, or in the case of three (3) or more than three (3), a drawing of a lot will take place. At the time of these determinations, the Union President will be present with the individuals involved.

Job Classification Seniority

Job Classification Seniority is defined as the length of continuous employment in a particular job classification as computed from the Employee's most recent entry into such classification.

Board approved medical leaves shall not constitute a break in continuous service and shall not cause any adjustment in the initial date of employment of the employee for the purpose of seniority and seniority based benefits.

Time spent on an authorized unpaid leave of absence shall not constitute a break in service and leave time shall be counted in the calculation of seniority.

Section 8.02

Substitute Employees.

Substitute Employees shall not accumulate seniority and are not considered as either full-time or part-time Employees subject to the terms of this Agreement. Only full-time or part-time Employees shall accumulate seniority.

Section 8.03

Probationary Period.

There shall be a probationary period of one-hundred twenty (120) calendar days to allow the Board to determine the fitness and adaptability of any new Employee it may hire to do the work required. The probationary period may be extended by mutual agreement between the Board and the Union. A Probationary Employee shall get the benefit of all provisions of this Agreement in accordance with the terms of the specific provisions, except the Employee shall not have recourse to the Grievance Procedure for cases of Probationary Discharge during the one-hundred twenty (120) day period.

Section 8.04

Reassignment.

When an Employee accepts a non-bargaining unit position, the Employee shall retain the seniority accumulated prior to the reassignment. In the event the Employee returns to the bargaining unit for any reason, the Employee shall be credited with the seniority accumulated prior to the transfer from the bargaining unit.

Section 8.05

Loss of Seniority.

The seniority of the Employee shall be considered broken and the Employee shall be terminated for the following reasons:

- A. The Employee resigns.
- B. The Employee is discharged for just cause.

(If reinstated through the grievance procedures, all seniority rights shall be restored as if dismissal had not occurred, and the Employee shall be reinstated in insurance programs on the same basis that exists at the time of reinstatement.)
- C. On recall from layoff, the Employee fails to report on reporting day, provided recall notice has been sent by certified mail, return receipt requested, to Employee's last address of record at least fourteen (14) calendar days prior to reporting date, with a copy to the Union President.
- D. On expiration of leave of absence, unless, for good and sufficient reason, the Employee requests and is granted an extension for the leave at least five (5) work days before the date of return, but no later than expiration of date of leave.
- E. The Employee is deceased.
- F. The Employee retires.

Section 8.06

Part-time Seniority.

Part-time Employees shall accrue seniority in the same manner as full-time employees.

ARTICLE 9—JOB VACANCIES/TRANSFERS/ASSIGNMENTS

Section 9.01

Definitions.

- A. A regular vacancy occurs when an employee resigns, retires, is terminated for just cause, transfers to a different class, or dies.
- B. Temporary vacancy occurs when an Employee has been off work for thirty (30) calendar days or the Board has knowledge the Employee will be off more than thirty (30) calendar days.
- C. Day to day vacancies will normally be filled by the use of substitutes.

Section 9.02

When a full-time employee is off more than thirty (30) days, a part-time employee will be offered the opportunity to fill the vacancy day to day first before a sub is offered the opportunity. However, the employer may choose in its sole discretion not to fill the full-time position at all or fill it for some days only.

Section 9.03

Substitute, temporary Employees and volunteers shall not be used to permanently fill a full-time position within any of the job classifications covered by this Agreement except as expressly permitted by this Agreement.

Section 9.04

Bid Procedure.

When a vacancy occurs or a new position is created within the bargaining unit, a written notice shall be posted at each work location. The notice of vacancy shall be on a form. The Local President shall receive a copy of each vacancy notice. Vacancies, which the Board intends to fill, shall be posted within ten (10) working days of the determination of the vacancy. All job vacancies (bids) shall be posted for a minimum of five (5) working days. The bargaining unit member desiring the posted position shall submit their bid in writing as indicated on the job posting prior to the close of the bid period. All postings shall contain the position's location, shift, hourly rate and pay range, and minimum qualifications as established per the job description and essential job functions. The Board shall not change the qualifications of a position for arbitrary or capricious reasons.

All vacancies or new positions, which are to be filled, shall be filled within ninety days after the job is posted. In filling a position the Board will take into account the following factors: qualifications, experience, past performance, seniority, and evaluations performed by the immediate supervisor.

Whenever the Board proposes to create a new bargaining unit classification, the Board will negotiate the pay range for such classification with the Union.

An Employee who has been awarded a position shall be notified and moved within five workdays of notification. If the move cannot be made within these timelines, the Local President shall be notified as to the reason(s) why. However, the move will take place as soon as possible within a reasonable amount of time.

All bidders who were not selected for the position shall be so informed, in writing, after the position is awarded.

An Employee will be limited to one move every six months, except for promotions. If an employee voluntarily bids through the bid process and accepts a position in a lower pay range, the employee's pay will be the minimum rate for the new position.

If an employee voluntarily bids through the bid process and accepts a position in the same pay range, the employee's pay will remain the same.

If an employee voluntarily bids through the bid process and accepts a position in a higher pay range, the employee's pay will be at least the minimum rate for the new position, or a number that reflects an increase.

All Employees new to a classification or position shall serve a thirty (30) calendar day trial period. The Board or Employee shall have the right to return the Employee to their previous classification or position or one similar thereto, within that period of time.

The Employee may not sign another bid while within the probationary trial period unless approved by the Superintendent.

ARTICLE 10—HOURS OF WORK AND OVERTIME

Section 10.01 A week is considered Sunday through Saturday.

Section 10.02

Work Schedules.

The Employer shall not change work hours capriciously and arbitrarily.

- A. Transportation Coordinator:
 - 12 months per year
 - Minimum of 35 hours/week
 - Monday through Friday

- B. Production Supervisor and General Laborer:
 12 months per year
 Minimum of 40 hours/week
 Monday through Friday
 Including ½ hour per day paid lunch
 Flexible hours as mutually agreed upon by the Employee and Supervisor.
- C. Administrative Assistant:
 7:00 am through 5:00 pm, including 1/2 hour per day paid lunch, Monday thru Friday.
 12 months per year.
 Minimum of 40 hours/week.
- D. Vocational Habilitation Programmers:
 7:30 am – 3:30 pm including 1/2 hour per day paid lunch, Monday thru Friday.
 Flexible hours as mutually agreed upon by the Employee and Supervisor.
- E. Client Information Manager:
 8:00 am – 4:00 pm, including 1/2 hour per day paid lunch, Monday thru Friday.
 Flexible hours as mutually agreed upon by the Employee and Supervisor.
- F. Special Olympics Coordinator:
 40 hours per week including ½ hour per day paid lunch.
 Flexible hours as mutually agreed upon by the Employee and Supervisor.
- G. Vehicle Operators:
 12 months per year
 Minimum of 25 hours/week
 Monday through Friday
 6:00 am through 4:30 pm

 Minimum of 20 hours/week
 Monday through Saturday
 2:00 pm through 10:00 pm

 The parties agree to create language on hours to deal with community employment through the Labor Management Committee.
- H. Maintenance:
 7:00 am. - 3:00 p.m. including 1/2 hour per day paid lunch, Monday thru Friday.
 Flexible hours as mutually agreed upon by the Employee and Supervisor.
- I. Early Childhood Employees:
 Up to 40 hours per week including ½ hour per day paid lunch, Monday thru Friday.
 Flexible hours as mutually agreed upon by the Employee and Supervisor.
 Days of work for Early Childhood bargaining unit Employees will be established by management based on a minimum of 236 days per year per Early Childhood program.

 Early Childhood Coordinator
 12 months per year
 Minimum 36 hours/week

 EC Specialist
 12 months per year
 Monday thru Friday
 Minimum of 24 hours per week

EC Specialist Assistant
9 months per year
Minimum of 24 hours per week
Minimum of four hours per day
(As long as current person in position)

EC Specialist Assistant
12 months per year
Minimum of eight hours per week
Minimum of four hours per day

Occupational Therapist/Speech Therapist
12 months per year
Minimum of 24 hours per week

Certified Occupational Therapist Assistant
Minimum of eight hours per day
Minimum of one day per week

Help Me Grow Home Visitor/Service Coordinator
12 months per year
Minimum of 24 hours per week

12 months per year
Minimum of 32 hours per week

Section 10.03

Lunch.

Bargaining unit Employees who are scheduled to work more than four continuous hours in a day shall receive one-half (1/2) hour paid lunch. Lunch may be scheduled so that the Employee has an uninterrupted lunch period except in emergency situations. All staff, excluding transportation, must sign in and out before leaving Board buildings for lunch.

Section 10.04

Working During Lunch.

When an Employee is required by the Board to work all or a portion of their lunch time the employee will receive additional compensation, based on their regular hourly rate of pay for all time spent.

Section 10.05

Breaks.

Bargaining Unit Employees working at least seven (7) hours in a day may take two (2) breaks during the course of the day, the scheduling of which shall be subject to the approval of the employee's Director. Break periods are for fifteen (15) minutes each. Breaks shall not be abused. Employees may, with prior permission of the Director, combine the 30 minutes paid meal period with two fifteen (15) minutes break periods to equal up to a one hour meal break. Employees who combine the break periods with the paid meal period do not receive additional break periods. Employees who are scheduled for more than ten (10) hours in a day shall be entitled to one (1) additional break period, not to be taken at the end of the work day.

Section 10.06

Working in Another Job Classification.

Employees in the bargaining unit required to work out of their classification for four (4) hours or more shall be paid at the higher classification rate of pay for each hour that the Employee performs any duties of the higher classification and at their same rate of pay

without reduction if asked to work in a lower classification. The Employee will receive the higher rate of pay only if he works at least four hours at the higher classification.

Section 10.07

Calendar.

The Board shall adopt and publish the Board calendar by December 1 of each year. Prior to adoption of the calendar, the Union may submit its suggestions. A minimum of two (2) days per year shall be used for in-service/workdays.

Section 10.08

Calamity Days.

The administration may cancel or delay certain activities due to emergency conditions. If that delay or cancellation results in the lack of work for that period, the programs will be delayed until the delay or cancellation expires and employees will be paid at their regular rate and schedule. Administration will notify those affected by cancellation or delays by radio, television or telephone promptly after making the decision.

Any Employee who has requested a Personal Day, Vacation Day, Non-Contract Day, Comp Time or Sick Leave shall not be charged for that day if it occurs on a calamity day.

In the event clients are sent home early, Employees will be allowed to leave early, with no loss of pay.

Section 10.09

Overtime Pay/Comp Time.

The Board will pay overtime at the rate of one and one-half (1-1/2) times the regular hourly rate for all hours in excess of forty (40) hours in any week. Employees taking vacation time or personal leave must actually work 40 hours before overtime will be paid. The Supervisor or Superintendent must authorize all overtime work.

Overtime shall be distributed equally among bargaining unit Employees on a rotational basis by selection (one at a time) within each classification. In the case of Board required overtime if no one volunteers, the Employee with the least seniority will be required to work on an inverse rotational basis (one at a time).

If the Employee elects to take compensatory time off instead of overtime pay for any overtime worked, such compensatory time shall be granted by the Administration, on a time and one-half basis (1-1/2), at a time mutually convenient to the Employee and Administration. An Employee may earn up to a maximum of eighty (80) hours of compensatory time during calendar year. All unused compensatory time shall be paid to the Employee on the first full paycheck of the next year. The employer shall not unreasonably deny the use of compensatory time.

An Employee shall request to use comp time at least forty-eight (48) hours prior to the use unless there is an emergency situation.

Section 10.10

Overtime Pay on Check Stubs.

All overtime pay shall be indicated in a separate area on each pay stub and paid no later than the pay-period following the time it was submitted to the payroll department.

ARTICLE 11—TRANSPORTATION

Section 11.01

Classification

A. Vehicle Operator

Drivers will be assigned to transport clients or others as assigned. Either a car, van, or bus may be utilized.

- B. Passenger Programming Assistant
Some routes may require the need for a passenger assistant. This need will be dictated by taking into account the current/or ongoing safety issues reported by the driver to the Transportation Manager. The need for passenger assistance will be determined by Management.
- C. Assistant Transportation Coordinator
Assistant Transportation Coordinator will drive an AM/PM route only and be assigned no routine midday trips. Will fill in during midday only as needed, a substitute will be asked first. Will assist transportation coordinator with his/her duties. Downtime must be opposite of Transportation Coordinator. Scheduled time off shall not be at the same time as the transportation coordinator. If transportation coordinator is off for more than 3 consecutive days, a substitute vehicle operator may be hired to cover the AM/PM route. Assistant Coordinator would only be able to bid prior to the coordinator but only after all of the vehicle operators have turned the trip down.
- D. Transportation Coordinator
Transportation Coordinator would only be able to take extra trips after all the other vehicle operators have turned the trip down.

Section 11.02

Hours of Work

- A. First shift driver hours shall be Monday through Friday between the hours of 6:00 am and 4:30 pm as assigned. The parties agree to create language on hours to deal with community employment through the Labor Management Committee. Upon mutual agreement, a second shift driver may be hired and hours of work shall be between the hours of 2:00 and 10:00 pm, Monday through Saturday as assigned. A daily route will not be longer than 8 hours per day. The route may be split between an AM and PM portion and can include a mid day segment. Drivers will be paid their normal route times regardless of when they complete their route. If there is a legitimate reason that the route runs over, drivers will be paid that additional time. The driver needs to notify base that they are running over and the reason for the time extension.
- B. Vehicle operators will report to work as scheduled on calamity days, delays, or early dismissal. Vehicle operators will drive their regularly scheduled routes on these days, unless directed by administration not to report to duty. Vehicle operators required to drive on a calamity day, delay or dismissal due to weather conditions, shall be paid at their regular rate for all hours worked in addition to calamity pay with a minimum of one hour of pay for time worked.
- C. Drivers may be required to attend In-service training and they will be paid for the time they attend these training sessions. (i.e. a driver may be required to attend a training session from 8:00 to 4:00. This will be in place of their daily route that day).
- D. Passenger Programming Assistant's hours of work will be determined by the length of time needed to complete their assigned route. However, they may not be needed on the mid day segment of that route and that will not be included as part of their normal route time.
- E. All vehicle operators shall have the option to take a maximum of five non-paid work days (Monday through Friday) that shall be taken in a Monday through Friday block of time during the summer months. Vehicle operators will sign up for these days at the same time as the yearly vacation sign up.

Section 11.03

Routes

- A. Routes will be established by the administration. Additions can be made to daily routes if the driver can accommodate this addition in their normal drive time. (i.e. a community worker that needs a ride to or from work).
- B. Hours of operation for routes will be between the hours of 6:00 am and 4:30 pm for the first shift and between the hours of 2:00 and 10:00 pm for the second shift, as assigned. The parties agree to create language on hours to deal with community employment through the Labor Management Committee.
- C. Regular route bidding.
 - 1. There will be an annual bid day that is to be held during the month of September. At that time, all routes will be re-bid to accommodate any major changes or adjustments that need to be made in route assignments. Bidding will start with the highest seniority driver bidding first and proceeding until all routes have been assigned.
 - 2. During the course of the year, there are circumstances that require routes to be changed prior to the annual bid day. If a route encounters a significant increase or decrease in hours (totaling 2.50 hours per week), all routes will be re-bid.
 - 3. If a vacancy occurs due to a resignation, promotion, or termination, the vacant route will be placed up for bid by seniority within the transportation department. If the route is not filled by an internal candidate, it will be posted program wide and then outside the program.
 - 4. All routes to be bid will be posted in the transportation office no later than three (3) workdays prior to the bid date.
 - 5. The union steward will inform absent drivers when there is a vacant route posted.
 - 6. When an established Monday – Friday run does not fit into a route, that run will be offered to the drivers by seniority that have an opening until the run is assigned. If no driver accepts the route it will be assigned to the least senior driver with an opening.
- D. Any pre trip, breaks, lunch, fuel, and documentation times will be specified as part of the route times. Drivers will be paid an additional 15 minutes for pre-tripping their vehicles when it is not included as a specific part of their route time or if a driver's trip meets or exceeds the minimum of one hour.
- E. When a substitute is needed to cover a route, it will be first offered to the bargaining unit drivers by rotating seniority, than a sub will cover the full route for the entire day (when possible).

Section 11.04

Extra Trips

- A. Trips that occur outside of their regular route times.
- B. Trips that occur on Saturdays, Sundays, Overnight, Holidays.
- C. Bid Procedures
 - 1. Monthly bid sheet.
 - a. All scheduled trips for each month shall be turned in to the Transportation Manager by the 15th of the preceding month. These trips will be placed on the bid sheet by the transportation union steward after they have been approved by the administration. These trips will be available for bid at least 5 working days prior to the start of the month. All trips on the monthly bid sheet are to be bid

by the first working day of the month. All trips not turned in by the 15th of the preceding month will be placed on the weekly bid sheet.

- b. The bid sheet will start with the most senior vehicle operator bidding first that month for one trip, followed by the next most senior driver who will bid on one trip, rotating until the bid sheet is filled. Payment for trips placed for bid will be for a minimum of one (1) hour, or actual time worked if over one (1) hour. However, at no time will a vehicle operator be paid twice for the same period of time.
- c. The following month, the bid will be started with the next most senior vehicle operator, rotating by seniority until the bid sheet is filled. This rotation will continue each month following the seniority rotation.
- d. The bid sheets will have the date, time, and trip destination, number of vehicle operators required (if known) and type of vehicle that will be utilized for the trip.
- e. All original bid sheets and extra trip sheets will be kept in the transportation office and made available for vehicle operators to review.
- f. Vehicle operators will be offered all trips where a board vehicle is being used. Staff can use their own vehicles to transport individuals if they have prior approval from the administration and have their insurance info on record with the Board. All employees who use their personal vehicle shall be reimbursed mileage at the IRS rate per Article 21 of this agreement.

D. Overnight Trips

1. Vehicle operators, who are required to stay overnight, will be lodged in lodging of management's choice. The vehicle operator will have his/her own room unless the other staff member is the same gender and they will be required to share a room. Drivers will be paid for time worked. The workday is defined as commencing at 12:01 am and ending at 12:00 am the next day. Drivers will receive eight consecutive hours of rest during each day in which they will not be paid. Vehicle operators will be reimbursed for expenses following the expense policy in section 21.13.
2. When transportation is bid to the State Summer Special Olympic Games, a Special Olympics Volunteer will ride on the vehicle during the trip.

E. Holiday Bids

Community workers requiring transportation on a Board paid holiday may be bid together as one bid, as long as the community workers drive time falls within a two (2) hour window of each other and is established as one bid. Once a vehicle operator bids on the extra trip, there will not be any other trips added to his/her bid, unless the extra trip can be completed within the established time block. The block bid shall be established prior to the bid, and paid at a minimum of two (2) hours. If the community transportation extra trip pay would be more than two (2) hours, then they will be bid as separate trips.

F. Cancelled Bids

Vehicle Operators who bid on an extra trip and are notified that the trip is cancelled or rescheduled and the trip is less than 24 hours from departure will receive one hour of pay for a Monday through Friday trip and up to two hours of pay for a Saturday, Sunday or holiday trip. If the Saturday, Sunday or holiday trip would normally pay less than two hours, the driver would be paid the regular time he/she would have received.

G. Daily/Weekly bid sheet

1. Trips that are not placed on the monthly bid sheet will be placed on the daily/weekly bid sheet. These trips include those received after the date specified for the monthly bid sheet and those that have been turned back in by a vehicle operator after they were bid. (Trips will only be returned by the vehicle operator in the case of illness of the vehicle operator or his/her family or other emergency approved by the administration.) If a trip is turned back in, the vehicle operator shall not drive another trip where an overtime situation arises that day. All trips will be paid at a minimum of one (1) hour, if more than (1) hour the driver will receive pay for the actual drive time. However, at no time will a vehicle operator be paid twice for the same period of time.
2. Vehicle Operators will be passed on the rotation if they are absent that day, unless the driver is on a paid leave of absence and gives the Transportation Manager or Transportation Coordinator a list of his/her bids.
3. When trips are not covered through the bid process, trips can be bid through the suspended bid process up to two (2) days in advance of the trip. A seniority rotation will be used with each vehicle operator allowed to bid on one trip at a time.
4. It is the vehicle operators' responsibility to keep the rotation process moving so all drivers have a chance to bid on additional work. If a vehicle operator has been in the office and has not bid and more than two hours have passed, they will be skipped and the process will move through the normal rotation. A written procedure will be established to determine how the rotation process will be kept in motion and who will be responsible for monitoring this procedure. The Transportation Manager and Transportation Coordinator will work together to establish the process.

H. Emergency Bids

There are times when last minute changes occur in schedules and a client has the need to be transported immediately. In those cases, the drivers will be called by the Transportation Coordinator or Transportation Manager by radio then by telephone (at the phone number previously given to the Transportation Coordinator or Transportation Manager) off the suspended bid seniority list and the first driver available will be offered that bid. If there is a time restraint where a client could or would be late for a community job, at least radio contact will be attempted.

I. Extra trips that are not bid

1. If an extra trip is not an accepted bid, it can be completed by non-transportation staff. In no case shall an extra trip be offered to non-transportation staff prior to transportation staff.
2. Substitute staff may be offered any trips that have not been filled through the normal daily/weekly, emergency bid process. In no case shall the sub be offered prior to offering it first to transportation staff.
3. If the trip is still not bid, it will be assigned to the least senior operator on an inverse rotational basis (mandatory assignment list). A chart will be posted in the transportation office to record mandatory scheduling. No driver shall be mandated prior to taking the following week off for vacation or comp time.

Section 11.05

Vehicle Maintenance and Care

A. Pre Trip Inspections

1. Drivers will be required to perform a pre trip inspection on each vehicle driven. 15 minutes will be allotted for this inspection. Drivers will be paid an additional 15

minutes for pre-tripping their vehicles when it is not included as a specific part of their route time or if a driver's trip meets or exceeds the minimum of one hour.

2. A daily record of pre-trip inspections will be documented and turned in weekly.
3. Any mechanical problems that are detected are to be reported immediately to the transportation administration.
4. All vehicles are to be kept clean inside and out. Vehicles should be cleaned monthly. Vehicles not assigned to a specific driver, will be assigned to be cleaned on a rotational basis. All costs for cleaning will be reimbursed to the vehicle operator. Vehicle operators will be paid one hour for cars, vans, and mini buses. Vehicle operators will be paid two hours to clean full size buses.
5. All drivers will be trained on new vehicles added to the fleet that are significantly different than other vehicles in the fleet. Administration will determine when this training is needed. This will be done prior to the vehicle operator driving the vehicle. The vehicle operator will be paid a maximum of one hour for this training.

Section 11.06

Parking Board Vehicles.

A. Public Places.

1. If a vehicle operator must park a vehicle in a public location (stores, restaurants, parks) the vehicle operator must park at a reasonable distance from the establishment, not blocking traffic or excessive parking spaces.
2. With prior approval, a vehicle operator will be allowed to park a Board owned vehicle at his/her home.

Section 11.07

Vehicle Operator Requirements.

A. CDL

1. Each vehicle operator must obtain and maintain a vehicle operators' license appropriate to the class of vehicle they operate or may be assigned to operate. The license must include all necessary endorsements. CDL drivers must also hold a current school bus endorsement, if required.
2. All vehicle operators are responsible for renewing their license prior to expiration.
3. The board shall pay for a CDL for each vehicle operator.
4. All vehicle operators shall attend appropriate training for maintenance of their license. Vehicle operators shall receive their regular rate of pay for all time spent during required training or in-service.
5. All vehicle operators will have a medical physical that meets the requirements for the CDL and/or Federal Motor Carrier Safety Regulations that they possess and maintain. The physical will be performed by a physician or clinic chosen by the Board and paid for at Board expense.

B. Training

1. All training will be provided by qualified instructors.
2. Employees will be paid time and one-half for all hours of training above forty (40) hours per week.

Section 11.08

Medical Information

- A. Vehicle operators will be provided with adequate information concerning the medical conditions of individuals being transported. This is information generally listed on the emergency medical forms.

Section 11.09

Loading/Unloading Procedures

- A. Program staff will assist in loading and unloading individuals at all Board locations, functions, or activities. Parents or home staff will assist in loading/unloading individuals elsewhere where applicable. It is, however, the vehicle operators responsibility to ensure that the individual is loaded/unloaded in a safe manner.
- B. Vehicle Operators are responsible to insure that all individuals are properly secured in their seats prior to commencing any trip.
- C. Vehicle Operators are required to insure that all individuals riding on their vehicle have exited the vehicle at the completion of every trip.

ARTICLE 12—LAYOFF AND RECALL

Section 12.01 No bargaining unit classification or position shall be filled by any person not a member of the bargaining unit while any qualified member of the bargaining unit is laid off pursuant to this Article.

Section 12.02 In the event it becomes necessary to reduce staff, the following procedure shall govern such layoffs:

- A. The number of Employees affected by layoffs shall be kept to a minimum by not employing replacements, insofar as it is practical, for Employees who resign, retire or otherwise vacate a position.
- B. Prior to the Board instituting such layoffs, the Board or its designee(s) and the Union or its designee(s) shall meet to discuss the layoffs.

Section 12.03 In any layoff, the concept of seniority shall prevail. Seniority for the purposes of this article shall be determined by the Employee's most recent date of hire with the Board. Board approved leaves of absence shall not constitute an interruption of continuous service, but such time on a leave of absence shall not be included in the calculation of seniority.

Section 12.04 When it has been determined that a layoff is necessary, temporary or new Employees in an initial probationary status shall be laid off first. Additional layoffs shall begin with the least senior Employee in any classification continuing in order of seniority until the layoff is complete. The Board shall determine in which classifications layoffs shall occur.

Section 12.05 Any Employee affected by such a layoff, whether directly or indirectly, shall be granted bumping rights.

Section 12.06 Notwithstanding the above procedure, an Employee who has been designated for layoff may accept layoff rather than exercise his displacement rights. The exercise of such option shall not cause the Board to prejudice the Employee's rights to unemployment benefits or recall.

Section 12.07 Bumping shall be exercised on the basis of seniority. Any Employee affected by such layoff may displace a less senior Employee within the same classification or in a lower or equivalent classification, in the following order provided [s]he is qualified to perform the duties of that position.

- A. Within the same classification.
- B. Within the same classification series in a declining order of seniority.

Section 12.08 For purpose of determining bumping rights, there shall be established five (5) series as follows:

- Series 1. Administrative Assistants
 Client Information Manager
- Series 2. Transportation Coordinator
 Assistant Transportation Coordinator
 Vehicle Operators
 Unassigned Driver
 Community Supports Vehicle Operator
- Series 3. Vocational Habilitation Programmers
 Seniors Habilitation Programmers
 Special Olympics Coordinator
 Early Childhood Specialist Assistant
 Passenger Assistant
- Series 4. Maintenance
 General Laborer
- Series 5. Early Childhood Coordinator
 Early Childhood Specialists
 Speech Therapist
 Occupational Therapist
 Production Supervisor
 Vocational Habilitation Coordinator
 Help Me Grow Home Visitor/Service Coordinator

When an Employee can no longer exercise seniority to bump within the series for a position the employee meets the minimum qualifications, (S)he shall be allowed to bump a less senior employee in another series so long as (s)he meets the minimum qualifications of the position.

Section 12.09 Within ten (10) working days after the decision to invoke a layoff, the Board shall prepare and post for inspection, in a conspicuous place, a list containing names, seniority dates and classification, and indicate which Employees are to be laid off and a copy shall be sent to the Union President. Each Employee to be laid off shall be given a written notice of the layoff with a statement advising the Employee of his/her bumping and reinstatement rights.

Section 12.10 Vacancies which occur during period of a layoff shall be posted pursuant to Article IX-Job Vacancies/Transfers/Assignments. Vacancies remaining following the Posting and Bid Procedure shall be offered to or declined in writing by the Employee standing highest on the appropriate recall list for the classification in which such vacancy occurs before the next person on the list is considered. The Employee shall be notified by personal service or by registered or certified mail addressed to the Employee's last known address.

Section 12.11 Any Employee reduced in classification or laid off shall retain recall rights for two (2) years during which time the Board shall not hire any new Employee to any classification affected by a layoff until all Employees within the classification who were laid off have been offered an opportunity to be reinstated. Reinstatement from the recall list shall be to the same or equivalent position and hours as previously held prior to layoff. However, an Employee who may be offered lesser hours or a lesser position may refuse and shall not lose his/her standing on the recall list. If reinstated during this period, the Employee shall

resume all rights related to salary and fringe benefits. Notice of Reinstatement shall be made by personal service or by registered or certified mail.

Section 12.12 When an Employee is laid off and does not bump, the Employee shall declare on the form provided, those positions for which recall will be accepted provided the minimum qualifications are met. Employees qualified for openings shall be recalled according to seniority, with the most senior Employee having been laid off recalled first.

Section 12.13 Employees shall be notified by certified mail of recall to a position and will have five (5) workdays from the date of receipt of the notice to accept or reject the recall notice. If recall is rejected, the Employee is no longer on the recall list. The five (5) workday period may be extended by mutual agreement in the event circumstances beyond the Employees control preclude the Employee's response.

Section 12.14 If the notice of recall is returned undelivered it shall be sent to the Union, which will have five (5) workdays to respond on behalf of the Employee.

Section 12.15 Notice of recall shall be sent to the Employee's last address of record with the personnel office.

ARTICLE 13—EMPLOYEE DISCIPLINE

Section 13.01 Employees may not be removed or disciplined except for just cause. Except as limited by section 13.03, removal and discipline shall be subject to the Grievance Procedure.

Section 13.02 The Union recognizes the Administration's right to discipline Employees for just and proper cause. Discipline should be to instruct as well as to punish and should be progressive in nature while taking into account the seriousness of the violation. In all cases, where appropriate, principles of progressive and corrective discipline shall be followed, using written warnings and suspensions of appropriate length prior to discharge.

Section 13.03 All discipline is subject to the Grievance Procedure with the understanding that oral and written reprimands are not arbitrable.

Section 13.04 Discipline shall be removed from the Employee's personnel file provided no intervening discipline has occurred as follows:

- Oral reprimand after six (6) months
- Written reprimand after twelve (12) months
- Up to three (3) day suspension after eighteen (18) months
- More than three (3) day suspension after twenty-four (24) months

The Employee will be provided the opportunity to respond in writing and such response shall be attached to the related discipline.

Section 13.05 Oral reprimands and/or counseling shall be given in private with union representation if requested.

Section 13.06 Disciplinary actions other than oral reprimands, written reprimands or counseling shall be based on due process procedures, which include the following:

- A. The employee shall normally receive at least three (3) workdays' prior written notice of a conference or hearing which indicates the specific nature of the concern(s), which led to the conference, or hearing.
- B. The Employee shall have the right to be represented by a Union Steward and/or other OAPSE or local representative.

C. The Employee shall have the right to present witnesses and to question any witnesses presented by the Board.

D. The Employee shall have the right to present any related evidence in his behalf.

Section 13.07 The parties agree that when the charges involve a serious offense such as, but not limited to, being under the influence of drugs or alcoholic beverages, physical violence, gross insubordination, serious abuse or neglect of clients, or for any other just and reasonable cause, an Employee may be relieved of duty without pay pending completion of investigation.

ARTICLE 14—DRUG AND ALCOHOL TESTING FOR EMPLOYEES

Section 14.01 The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of Employees and the Public. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in the work place. An Employee Assistance Program shall be available to Employees with personal problems including those associated with alcohol or controlled substance use. The parties will encourage the Employee to seek professional assistance where necessary.

Section 14.02 Employees required to obtain a CDL for performance of their duties will be required to submit to drug and alcohol testing in accordance with the Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations.

Section 14.03 The Employer may order a test of any Employee if there is reasonable suspicion that the Employee is under the influence of drugs or alcohol.

Section 14.04 Records concerning an Employee's treatment for alcohol, drug or stress related problems shall remain strictly confidential and shall remain separate from other Employee material.

Section 14.05 Employees seeking assistance will be entitled to use their sick leave, personal leave and/or vacation time during treatment.

Section 14.06 All time spent at an alcohol or controlled substance test, including travel time, will be paid at the Employee's regular hourly rate of pay with a minimum of one (1) hour. The Board shall pay all costs associated with the administration of alcohol and controlled substances tests. This includes all re-tests, second tests and/or testing of the "split specimen" at a Federally Certified Laboratory, if so requested by the Board.

ARTICLE 15—GRIEVANCE PROCEDURE/ARBITRATION

Section 15.01 For purposes of this agreement, a Grievance shall mean any dispute between an Employee, a group of Employees or the Union and the Board involving the interpretation and/or application of this Agreement.

Section 15.02 The number of days provided for the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a complaint. The time limits specified may, however, be extended by mutual agreement in writing. Any Grievance not filed or appealed within the time limits shall be voided. Any failure by the Board to respond to a Grievance or conduct a hearing in a timely manner shall cause the Grievance to be awarded and the relief requested granted.

Section 15.03 All grievances shall be presented on a form that has been mutually agreed to by the parties to this agreement.

Section 15.04 An Employee may have Union representation at every step of the grievance procedure. The Union steward or officer shall receive a copy of all of the Board's responses to the grievance.

Section 15.05 All grievances shall be presented and processed in accordance with the following procedure:

Step 1: Informal Procedure

Except for class actions, the grievant or steward must meet with the immediate supervisor to discuss a resolution to a grievance prior to filing a grievance in accordance with Step 1. The Union and Board may mutually elect to submit a grievance to a higher level of the procedure based on the substance of the grievance where appropriate. When the immediate supervisor is the Superintendent or in the case of a Class Action grievance, the grievance shall automatically be forwarded to Step 2.

Step 2: Supervisor

Within ten (10) working days of knowledge of the incident or event that gives rise to the dispute or within ten (10) days of when they should have had knowledge of the incident, a written Grievance may be filed with the immediate supervisor and an acknowledged copy to the superintendent or designee. The written Grievance should include the nature of the dispute, a description of the incident or event and the relief requested.

The written grievance shall be signed by the grievant. In cases of class action grievances. Any number of the affected Employees shall sign the grievance, and the Local President of the Union shall also sign and file the grievance.

The grievant shall set forth the specific nature of the grievance, and the specific article(s) of the agreement allegedly violated, the adjustment sought, and all facts relied upon to support the grievance. The supervisor shall respond in writing on the form provided within five (5) working days.

Step 3: Superintendent

If the grievance is not resolved, the grievant and/or Union representative shall complete the next step of the grievance form, stating his reason for rejecting the immediate supervisor's reply, and submit the grievance within five (5) working days to the Superintendent.

Within five (5) working days of receipt of the grievance the Superintendent or his/her designee shall schedule a hearing. The Superintendent or his/her designee may designate a representative to conduct an investigation. The Superintendent or his/her designee shall render a decision in writing within five (5) working days of the hearing.

Grievance hearings shall be conducted during the normal business hours of the Board. Employees are entitled to Union Representation and the designated Union Representative shall be released from assigned duties to attend the hearing when applicable. The Union shall be notified of all hearings and shall have the right to be present at any hearing. The Grievant(s) shall receive at least five (5) workdays prior written notice of the hearing.

Before Step 4, Arbitration, the parties may, by mutual agreement, request mediation through FMCS (Federal Mediation and Conciliation Services). Such mutual agreement must be reached within five (5) days of receipt of the written response in Step 3.

Step 4: Binding Arbitration

If the grievance is denied in step 2, the Union may appeal the grievance to arbitration by filing a written notice of intent to arbitrate within ten (10) working days of the Superintendent's decision. An arbitrator may be selected by mutual agreement of the parties or if not, the parties shall request from the Federal Mediation and Conciliation Service (FMCS) a panel of seven arbitrators from Ohio, Western Pennsylvania and/or Southeastern Michigan who are members of the National Academy of Arbitrators.

An arbitrator shall be selected from the panel within thirty (30) calendar days. Either party may request a second list and follow the above timelines. If the above timelines are not met regarding notice and selection of the arbitrator, the grievance shall be dismissed. The arbitrator shall conduct a hearing and render a decision on the grievance that has been filed. Each party may call witnesses and each side shall be responsible for the attendance of its witnesses.

Section 15.06 The decision of the arbitrator shall be final and binding and shall be rendered within thirty (30) calendar days of the hearing. The decision of the arbitrator shall be based solely upon the collective bargaining agreement and the arbitrator shall have no authority to increase pay rate or to interfere with the legitimate exercise of management rights.

The costs of the arbitration shall be borne by the losing party of the grievance determined by the arbitrator.

The Union shall have the right to withdraw a grievance, without prejudice, from any step of this procedure.

Board responses to the grievance at each step shall be sent in writing, by hand delivery, to the grievant and the Union President (or designee).

ARTICLE 16—WORKING CONDITIONS

Section 16.01

Job Descriptions.

The Union shall be furnished with a copy of the job descriptions of each classification under the terms of this Agreement. The job descriptions will accurately reflect the requirements or qualifications to perform the job and its essential functions. The Board will include hours of work, equipment operated and supervisor. Current position descriptions and revisions as they occur will be provided to Employees. Each Employee shall be provided with an up-to-date copy of his/her job description.

Prior to any major change in any Employee's job description or work schedule covered by this Agreement, the Union shall be notified of such change (and have an opportunity to discuss such change with the Administration and with the affected Employee(s)) prior to the effective date (of such change). The Board will not change or assign job duties or qualifications for arbitrary or capricious reasons.

Section 16.02

Documentation Time.

It is understood time is needed to coordinate an client's program. This time should be planned with the Program Director and a reasonable amount of time may be allowed.

Section 16.03

Employees - Children.

Employees in any Board program may not have their children with them while they are being paid by the Board to supervise and/or assist clients, except if child is officially enrolled in the program. Under special circumstances the Superintendent may authorize bringing employee's children into the workplace.

Section 16.04

Health and Safety.

A. It is the responsibility of the Board to provide a safe work environment for all bargaining unit members. The Board (and the employees) shall comply with all Local, State, and Federal Health and Safety Laws. Further, the Board shall provide all tools and equipment it deems necessary for the performance of work.

- B. Safety concern forms will be available in each facility. Employees shall report, in writing, to the Superintendent on the form provided, all unsafe conditions and/or equipment. Response, in writing, shall be provided within three (3) working days, whenever possible. The Board agrees to provide safe and operable equipment for Employees.
- C. Any change in the safe operating methods of equipment shall be put in writing and shall be communicated to the effected employees and the Union.

Section 16.05

Ill Clients.

When a client is ill the appropriate supervisor and/or nurse will be notified as soon as possible and the Bloodborne Pathogens Exposure Control Plan and Procedures will be implemented. The Administration will ensure that copies of these procedures are available where services are provided.

Section 16.06

Assault Protection.

The Fulton County Board of Developmental Disabilities is committed to providing appropriate programming to all Fulton County residents who have developmental disabilities. Some of these clients have aggressive behaviors that are exhibited toward other clients and Employees. The Board will provide training to staff, which includes definition of documentation required and due process rights, appropriate staff assistance and adaptive equipment. Appropriate training (such as crisis prevention/intervention) will be provided to employees in the bargaining unit.

The Board will pay the necessary repair or replacement costs of clothes, eyeglasses, contacts or hearing aids damaged by clients after the employee files an incident report.

The Board will authorize payment for the unreimbursed costs of damage to an Employee's vehicle caused by clients under Board supervision, subject to:

- A. Receipt of the following:
 - 1. notifying Superintendent within one work day, unless the incident occurs on a weekend or other days in which the employee will not return to work within a work day to report the incident.
 - 2. incident report verifying damage caused by client;
 - 3. receipts verifying cleanup or restoration.
- B. Reimbursement for damage to an Employee's vehicle will not occur if incident report was not submitted within established guidelines.

Section 16.07

Uniforms and Tools.

The Board agrees to furnish such gear, equipment and/or tools it deems necessary for safe operation and performance of duties.

The Board will provide and maintain the following items:

- 1. General laborer—coveralls/uniforms (including long and short sleeve shirts), work boots/shoes and gloves.
- 2. Drivers - clean up packets on all vehicles
- 3. Forty (40) hour a week Bargaining Unit Members (excluding the General Laborer, see #1 above) will receive \$250.00 annually for clothing allowance. For Bargaining Unit Members who work less than forty (40) hours per week his/her clothing allowance will be pro-rated. Bargaining Unit members who work varied

hours throughout the year, his/her pro-rated amount will be based on the previous years yearly average. For new Bargaining Unit Members, the allowance will be based on scheduled weekly hours. Money will be reimbursed after receipts are turned in. Clothing purchased with this allowance must be able to be worn at work.

4. Disposable gloves will be available to all employees.

Section 16.08 Employees who are provided uniforms are required to wear them unless their Supervisor grants prior approval. Gloves will be available to all Employees.

Section 16.09

Supplies/Equipment.

The Board will provide and maintain all supplies/equipment and materials required to provide consistent and quality habilitative services.

The request for supplies, equipment or materials must be submitted on the Board form. The Superintendent within five (5) workdays will approve or deny the request, noting if a purchase order is required, and return a copy to the Employee.

Section 16.10

Parking.

The Board will provide free parking at all Board facilities.

Section 16.11

Personnel Files.

The Superintendent or his/her designee shall maintain personnel files.

Only authorized personnel shall have access to the Employee personnel files.

The file cabinets shall be fire resistant and locked when the office is unattended.

Only necessary and relevant Employee information will be maintained. Information that is no longer timely, cannot be verified, or which is found to be inaccurate may be removed.

An Employee and his representative shall have the right to review their file at reasonable times during the normal working day.

An Employee will be notified when information from the Employee's files has been made available to any person under court order.

An Employee may make copies of any item in his file at five (5) cents per sheet.

ARTICLE 17—PAID HOLIDAYS AND HOLIDAY SHUTDOWN

Section 17.01 The following days shall be recognized as official holidays on which all Employees in the bargaining unit shall be excused from duties with full or prorated pay:

- | | |
|---------------------------|--|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Martin Luther King Day | 9. Day following Thanksgiving Day |
| 3. Presidents Day | 10. Christmas Eve |
| 4. Good Friday | 11. Christmas Day |
| 5. Memorial Day | 12. First two (2) workdays following Christmas Day |
| 6. Independence Day | |
| 7. Labor Day | |

In order to be paid for a holiday, an Employee shall work the last regular work day before and the first work day after. An Employee shall be paid holiday pay if on vacation the last regular work day before and/or the first regular work day after a holiday or if on a bona fide paid sick leave.

Part-time employees, after successful completion of the probationary period will be paid holiday pay on a pro-rated basis. Prorating will be based on the number of hours regularly scheduled in a week divided by 40. Anyone hired prior to 1/1/04 shall receive 8 hours holiday pay if they work part-time.

If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If a holiday falls on a Sunday, the following Monday shall be observed.

Vehicle Operators shall not be required to transport clients on Independence Day, Thanksgiving and Christmas.

Section 17.02 Pay for Working on a Holiday.

If an Employee's work schedule is other than Monday through Friday, said Employee is entitled to a paid holiday for holiday observed on the Employee's day off, regardless of the day of the week the holiday is observed. In the event an Employee is required to work on a paid holiday, the Employee shall be paid at the rate of time and one-half (1-1/2) in addition to his/her holiday pay.

ARTICLE 18—VACATION

Employees shall receive vacation per the following schedule:

<u>*Years of completed service</u>	<u>Vacation</u>	<u>Hours earned per hours worked</u>
6 months to less than 1 year	1 week	<u>.019375</u> ? <i>doesn't work</i>
1 year	2 weeks	<u>.03875</u>
7 years	3 weeks	<u>.0575</u>
14 years	4 weeks	<u>.0775</u>
25 years	5 weeks	<u>.09625</u>

*Means years of service completed

- a) If employed prior to July 5, 1987, all prior public service in Ohio is included.
- b) If employed after the above date only prior service in Ohio counties is included (Sec. 9.44 (B), ORC)

Employees in the bargaining unit may carryover up to one hundred sixty (160) hours of vacation time from year to year.

Vacation time, in part or in entirety, can be taken at any time during the year as it is accrued except during the initial probationary period with the approval of the Immediate Supervisor and Superintendent. Approval of vacation time shall not be unduly regulated or withheld. Refusal of vacation time may be appealed to the Superintendent.

Senior employees shall have preference when fixing the dates for their vacation. A vacation sign-up period shall commence on December 1 and continue through the last day of December during each year of this agreement (to request vacation for the following year).

As of January 1, employees who have selected their vacation during the sign-up period will not lose their vacation to a more senior employee. An employee may voluntarily cancel a vacation period as long as the employee gives the Director forty-eight (48) hours notice. The vacation schedule shall be posted on the first workday following the last day of December.

Vacation requests shall be for a minimum of 1/4 hour and will be submitted on the appropriate Board Vacation Request Form. Vacation leave must be requested at least 48 hours in advance. Vacation leave may be granted upon request in case of emergency. If the Vacation Request Form is denied, the respective Supervisor or a Program Director shall return it to the Employee within three (3) workdays of receipt, or the Employee will consider the request approved.

Upon termination of service, an Employee is entitled to compensation of the unused vacation. In the event of death of an Employee who is entitled to vacation time, that paid vacation time will be paid to the surviving spouse or estate.

Leaves of absence shall not be counted as a period of employment for vacation purposes.

The Employee shall have a current, accurate report of his accumulated vacation time on each pay stub.

ARTICLE 19—SICK LEAVE

Section 19.01 Every regular Employee shall be entitled to sick leave of .0575 per hour in active pay status throughout the calendar year unless on leave of absence. Unused sick leave shall be cumulative without limit.

Section 19.02 Employees may transfer sick leave accumulated in other Ohio Public Employment.

Section 19.03 Sick leave may be requested for the following reasons:

1. Illness or injury of the Employee;
2. Illness or injury of a member of the Employee's immediate family* where attention by the Employee is reasonably necessary;
3. Exposure of Employee or a member of his immediate family* with whom he resides to a contagious disease which would have the potential of jeopardizing the health of the Employee or the health of others;
4. Medical, dental or optical examinations or treatment of Employee or a member of his immediate family*; or
5. Injury, illness or disability related to pregnancy, childbirth and/or related medical conditions.

*For purposes of this section, the immediate family is defined as: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, foster child, step-child, step-parent, legal guardian, any person for whom the Employee stands in the place of a parent or family member, any relative of either spouse living in the immediate household of the Employee, or anyone who depends on the Employee for support.

Section 19.04 The employee will file a Request for Leave form with the supervisor within two (2) workdays following the last day of absence.

Section 19.05 The Board shall consider the filing of any willfully false statement by any Employee as grounds for disciplinary action in such form and manner as the Board may deem advisable.

Section 19.06 The Employee shall have a current, accurate report of his accumulated sick leave on each pay stub.

Section 19.07

Retention of Sick Leave.

The previously accumulated sick leave of an Employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service provided that such re-employment takes place within ten (10) years of the date on which

the Employee was last terminated from public service. An Employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave up to the maximum of sick leave accumulation permitted in the public agency to which the Employee transfers.

Section 19.08

Sick Leave Severance Pay.

Upon retirement from active service with the Program under OPERS or STRS, an employee who has worked at least ten (10) years with Fulton County, the State of Ohio, or any of its political subdivisions, may elect to be paid one-fourth of the value of his accrued but unused Sick Leave credit. The maximum of such payment, however, shall be thirty (30) days.

Payment shall be based on the employee's hourly rate of pay at the time of retirement, and payment shall be made only once, and shall eliminate all Sick Leave credit accrued by the employee.

If an employee, who is eligible for retirement and Sick Leave conversion as provided for herein, dies while still in active service with the Program, a sick leave conversion payment shall be paid in accordance with ORC 2113.04. The date of the employee's death shall be considered as the effective date of separation, with the sick leave conversion payment based upon the employee's rate of pay at the time of death.

Upon resignation, layoff, discharge or other separation from employment with the Program [other than retirement or death as provided for in this section], the employee shall *not* be eligible to receive compensation for any earned, but unused sick leave.

Section 19.09

Sick Leave Pool

The sick leave donation program allows employees an opportunity to help a coworker who has exhausted his paid leave, but continues to be in critical need of paid leave due to the serious illness or injury of the employee, or a member of the employee's immediate family. The program is subject to the following terms and conditions, to provide a process for employees to help a coworker, through voluntary donation of accrued but unused sick leave.

An employee is eligible to receive donated sick leave only when the employee:

- a. or member of the employee's immediate family, has a documented serious injury or illness;
- b. has no accrued, but unused paid leave time including sick, compensatory time, vacation, and other paid leaves;
- c. not receiving any other paid leave benefit including Workers' Compensation or disability insurance; and
- d. has provided the employer with an estimated return to work date from his physician or, in the case of illness or injury of the employee's immediate family member, the family member's physician.

An employee may receive donated sick leave up to the number of hours the employee is normally scheduled to work each week. However, the employee's request for donated sick leave is limited to 10 weeks of their regular work week hours in a 12 month period. (For example: A person regularly scheduled for 40 hours per week would be eligible to receive 400 hours in a 52 week period while a person regularly scheduled for 20 hours per week would be eligible to receive 200 hours in a 12 month period.)

The Union President, upon learning of the employee's need for additional sick leave, may, with the prior written permission of the employee, provide a general memo to all non-bargaining unit employees regarding the employee's critical need for leave. The Union President shall not directly or individually solicit or coerce leave donations from employees.

The memo shall clearly indicate that such donation is strictly voluntary on the part of employees, and no employee is required to donate any leave. The memo shall also specify that no employee or group of employees shall, in any way, pressure or otherwise coerce any employee to donate. An employee always retains the right to refrain from donating his sick leave without fear of retribution from management or other employees.

Requirements for Donating Leave

Employees who wish to voluntarily donate leave shall provide to the Union President the approved request form, which shall include the following:

- a. name of the employee wishing to donate sick leave;
- b. name of the employee for whom the donated leave is intended;
- c. date of the request to donate leave;
- d. number of sick leave hours to be voluntarily donated;
- e. confirmation that the donating employee will have a sick leave balance of at least one hundred and sixty (160) hours remaining following the donation; and
- f. that the sick leave is donated voluntarily and the employee understands that the donated leave will not be returned.

Employees donating leave must donate a minimum of one eight (8) hour day up to a maximum of 80 hours in a 12 month period.

Making a donation in one pay period, however, does not obligate the employee to donate in any subsequent pay period even though that employee may continue to be eligible, by policy, to make a sick leave donation.

Upon receipt of the approved form, the personnel manager shall review sick leave records, and confirm that the donor's sick leave balance will be at least 160 hours following the donation, then shall provide to the donor a notice substantiating the effective date of the donation, amount of sick leave accrued but unused prior to the donation, the balance following the donation and other pertinent information. The Personnel Manager will return the form to the donor who will, upon review of the form, sign it to substantiate agreement to donate.

The sick leave recipient shall then be notified of the hours of sick leave donated, and shall immediately have the donated hours available for use and paid at the recipient's regular hourly rate.

The leave donation program shall be administered on a pay period by pay period basis.

In accordance with the FMLA policy, donated leave hours shall run concurrently with FMLA hours in situations where the employee is eligible for FMLA

ARTICLE 20—OTHER LEAVES

Section 20.01

Personal Leave.

Each Employee shall be credited with three (3) personal leave days each calendar year and may use personal leave days for absence due to personal reasons. Personal leave days shall not be deducted from sick leave. A day equals eight (8) hours for full time employees. Part time employee's days will be prorated based on their regularly scheduled workweek.

Anyone hired prior to 1/1/04 shall receive 8 hours/day of personal leave if they work part time.

For purposes of this section, a year is from January 1 to December 31. Employees appointed after May 1 in a given year shall be credited with two (2) days of personal leave in that year, and employees appointed after September 1 in a given year shall be credited with one (1) day personal leave in that year. New employees shall not be eligible to use personal leave during their probationary period.

Procedures for the administration of personal leave shall be as follows: When an employee intends to use personal leave, he shall request on Board form which shall be given to his supervisor forty-eight (48) hours in advance, if possible. Personal leave may be granted upon request in case of emergency.

Personal leave may be used for part of a workday.

Personal days must be used in the year earned and cannot be carried over at the end of the calendar year.

Employees may use personal leave for the day before or after holiday or vacation.

Section 20.02

Return to Work after Authorized Leave of Absence

Upon completion of a leave of absence, the Employee is to be returned to the position formerly occupied if available, or to a similar position if the Employee's former position no longer exists. Any replacement in the position while an Employee is on leave will be terminated subject to established layoff procedures, upon the reinstatement of the Employee from leave. The terminated Employee may be considered for other vacancies.

Section 20.03

Military Leave.

All Employees shall be granted a Leave of Absence for Military duty in accordance with Federal and State Law.

Section 20.04

Worker's Comp.

If an Employee is injured on the job, the Board, when applicable, shall assist the Employee in pursuing Workers' Compensation claims, or hospitalization claim. The Board will complete processing of required forms within thirty (30) days provided the Employee supplies necessary information on a prompt basis.

Any Employee who is injured or disabled while in the performance of his duties, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio shall continue to receive hospital and medical expense benefits for a maximum period of one (1) year with currently negotiated benefits.

The Employee may use earned sick leave, earned vacation leave, or may receive regular Workers' Compensation benefits. If an Employee files a Workers' Compensation Loss Time Claim and has used earned sick leave, the Employee must also complete a subrogation agreement to repurchase used sick time at the Employee's regular rate of pay multiplied by the applicable benefit percentage as received from Workers' Compensation.

If earned sick leave or earned vacation leave is not available or has been exhausted the Employee will be on, leave without pay. In all cases, the Employee will continue to accumulate seniority.

In the event the Bureau of Workers' Compensation should deny any claim, leave will be charged to sick leave and/or vacation leave to the extent such leave is available.

A holiday, which occurs during the aforementioned use of sick leave, shall be compensated as a holiday and not charged against sick leave.

Section 20.05

Maternity/Parenting/ Adoptive Leave.

Maternity/parenting leaves of absence shall be granted to pregnant Employees, to parents of newborns, adoptive parents or a person standing in the place of a parent who requests such leave. The leave shall commence upon the date requested by the Employee, but shall not exceed six (6) months. Up to an additional year may be granted by the Board. The leave shall be any combination of accumulated vacation or leave without pay, at the Employee's option.

Requests for a leave of absence under this section shall include proof of the needs for the leave such as a doctor's statement, birth certificate, court record of an adoption, or other information that would substantiate the need for a leave. When applying for a leave under this section, an Employee shall provide the Board, as soon as possible, with the date of departure and the date of return.

A pregnant Employee shall also be entitled to use accrued sick leave for the period she is unable to perform her regular duties because of pregnancy, childbirth, or related medical conditions. A male Employee may also use accrued sick leave to care for the mother and child. A pregnant Employee requesting leave of absence with or without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the Employee will be unable to perform the substantial and material duties of the Employee's position due to pregnancy, childbirth, or related medical conditions. No Employee's duties shall be altered without her consent on account of pregnancy; nor shall there be any penalty for pregnancy.

During such leave, the Employee may, at his option, pay the cost of continuing health/life insurance benefits.

Section 20.06

Professional Leave.

Upon request of the Employee and approval of his Supervisor and Superintendent, the Board may permit appropriate paid professional leave for the following:

1. Attendance at seminars, workshops, professional meetings or conferences; or
2. Visits to programs, schools, institutions involved in the education and/or rehabilitation of persons with developmental disabilities.

Approval for such meetings must be within the limitations of the budget established for the purpose. A Request for Leave Form will be required if Employee is to be absent one-half (1/2) or more of a working day. Employees may be required to submit a report highlighting the meeting to the Superintendent.

Section 20.07

Court Leave.

The Board shall grant court leave with full pay to any Employee who:

1. Appears for jury duty in a court of competent jurisdiction or,
2. Is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the Employee is not a party to the action.

Employee shall remit any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an Employee's normal working hours, to the Administration.

Any Employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time, personal leave or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

When an Employee incurs parking costs as a result of serving as a witness for the Board under this article, the Board shall reimburse the Employee for such costs provided the Employee turns in the receipts.

Section 20.08

Family and Medical Leave (FMLA).

The Family Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this Agreement where it provides greater rights and benefits than the Family Medical Leave Act.

Section 20.09

Assault Leave.

An employee who is physically injured in an assault as a result of working conditions may apply for assault leave to be used in lieu of sick leave or vacation leave and may be granted subject to the following conditions and limitations.

1. An injury occurs while performing duties in an approved and proper manner or has gone to the aid of an Employee being assaulted or in need of assistance to effectively restrain a client or applicant.
2. The injury is reported within 24 hours of occurrence.
3. Treatment was by a medical professional who provides the nature of the injury and a return to work authorization or the anticipated date of the employee's ability to return to work.
4. The employee fully cooperates with investigating agencies unless otherwise advised by an attorney.
5. If eligible, the Board will pay for each full or partial scheduled day for which there is no payment by Workers Compensation to a maximum of eight (8) workdays. If subsequent payments are made by Workers Compensation, reimbursement of assault leave pay will be made by arrangement with the payroll department.
6. All entitled benefits will continue during the assault leave period.

7. The superintendent may require a physical examination by an independent doctor. The cost of the examination will be borne by the Board.
8. Absences charged as assault leave shall not be deducted from the Employee's accumulated unused sick leave and/or vacation leave and during the assault leave time, the Employee shall continue to accrue such leaves.

Section 20.10

Discretionary Leave.

In the event that all paid leaves of absence and other paid time off has been exhausted, the Board may, but shall not be required to, grant discretionary leave of absence without pay or benefits for up to one (1) year. No extensions of such discretionary leave of absence shall be granted, nor shall the grant of such leave to any employee(s) entitle any other employee(s) to such leave. The denial of a leave of absence under this section shall not be subject to the grievance procedure.

Section 20.11

Bereavement Leave.

If a death occurs in the employee's family, defined as spouse, children, step child, mother, father, brother, sister, step-parents, grandchild, grandfather, grandmother, father-in-law, mother-in-law, person in loco parentis, and any member of the employee's family residing in the employee's residence, such employee shall be granted two (2) days paid bereavement leave. One day of the bereavement leave must be the day of the service. Bereavement leave may be extended with the use of sick time (if available) at the discretion of the Superintendent.

If the death occurs in the employee's extended family, defined as spouse's grandparents, son-in-law, daughter-in-law, foster child, foster parent, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew, the employee shall be granted one day of sick time to use to attend the service.

ARTICLE 21—INSURANCE AND OTHER BENEFITS

Section 21.01 The Employer shall, for the life of this agreement, make the same hospitalization and major medical insurance and other health insurance benefits available to bargaining unit employees as provided by the County Commissioners to unorganized county employees. The costs to bargaining unit employees shall be the same as those established by the County Commissioners.

Section 21.02 Current Part-time Employees who are presently eligible for insurance coverage will remain grandfathered in the medical plan and continue to pay the county prescribed cost of coverage for health insurance. Part-time employees hired after 12/31/07 will not be offered health insurance unless the County Commissioners begin to offer health insurance to other part-time employees. If the employee leaves the part-time position, the grandfather effect ends.

Section 21.03 Employees on non-paid leave may make arrangements to pay hospitalization directly after the Board's obligation has elapsed. The Board continues to provide its share of the cost of insurance coverage until the end of the month when termination of eligibility occurs between the 1st and 15th of the month, or the end of the following month when termination of eligibility occurs between the 16th and the end of the month. After this period, employees on non-paid leave are responsible for the entire cost of insurance premiums.

Insurance premiums are paid in advance and will be deducted from paychecks prior to insurance going into effect.

Section 21.04 If an Employee declines health care coverage, he will receive the refund amount as approved by the County Commissioner's, payable according to the countywide schedule, but not less than \$500 annually.

The Board and/or the County Commissioners may change insurance carriers as long as there is no loss of benefits to the Employee.

Section 21.05

Medical Insurance Coverage Following Separation.

Employees who separate and/or their spouses and children may be eligible for continuation of hospitalization coverage, at their own expense. The employer agrees to follow all applicable COBRA laws regarding continuation of medical coverage.

Section 21.06

Life Insurance.

The Board agrees to provide a life insurance policy in the amount of \$15,000 for each Employee. If the Fulton County Commissioners increase life insurance for over and above the current \$15,000 policy for unorganized county Employees in any other county department, bargaining unit Employees shall receive that same amount of insurance.

Section 21.07

Liability Insurance.

The Board agrees to provide liability insurance for all Employees in the bargaining unit.

Section 21.08

PERS/STRS Pick-Up.

The Board agrees with the Union to pick-up, utilizing the salary reduction method, contributions to the Public Employees Retirement System and State Teachers Retirement System paid upon behalf of the Employee in the bargaining unit under the following terms and conditions:

The amount to be picked-up on behalf of each Employee shall be certified by the responsible official or Board based in accordance with applicable codes. The Employee's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board for the purpose of the State and Federal tax only.

- A. The pick-up percentage shall apply uniformly to all Members of the bargaining unit under each retirement system in which they are enrolled.
- B. The parties agree that should the rules and regulations of the IRS or Retirement System change making this procedure unworkable, the parties agree to negotiate the conditions of the changes without penalty.
- C. PERS/STRS pick up shall be based on the Employee's gross pay which includes all paid leaves, sick leave, personal leave and severance.

Section 21.09

Severance Pay.

Any Employee in the bargaining unit who is separated from employment for any reason shall be paid, at the time of separation:

- A. One hundred percent (100%) of the Employee's accrued but unused Personal Leave days.
- B. One hundred percent (100%) of the Employee's accrued but unused Vacation time.

In the event that an Employee dies while in active service of the Board, the balance of his accrued but unused personal leave and vacation time shall be payable to the surviving spouse or estate.

Section 21.10

Education, Training, and Schooling.

If training or schooling is required of an Employee, all costs of such training (including First Aid, CPR, Defensive Driving, Bus Driver certification, Delegated Nursing, seminars/courses required for DODD certification/registration) shall be borne by the Board with a limit of \$1000 per Employee per semester. Any classes, physicals, licenses, workshops, etc. required by the Board shall be paid by the Board. Employees required to attend mandatory classes/in services/meetings will be paid for all hours spent in class. Employees will receive expense reimbursement as outlined on the travel expense section of this agreement.

Section 21.11

Tuition Reimbursement Program.

The purpose of this program is to provide tuition reimbursement for completing courses taken on Employees' own time that could either improve current job skills or prepare Employees for promotional opportunities. The Board shall reimburse a maximum of \$1000.00 per year for each employee receiving a grade of A or B and supervisor's approval and with a commitment to stay employed one week for every \$25 reimbursed.

Section 21.12

In-Service/Training.

The bargaining unit may recommend in-services to the Directors of each department.

Employees required to attend in-services beyond work hours, shall be notified as far in advance as possible, but not less than five (5) working days. The Board will indicate on the notice if the in-service has been approved for professional growth hours.

In-service is not to be confused with regularly scheduled staff meetings. In-services are meetings that are educational in nature or will assist the Employee in improving their skills or abilities in the performance of their position. In-services are not to be confused with informational meetings conducted by the Board.

There shall be reasonable efforts to limit in-service meetings to one (1) hour per meeting beyond work hours, and ordinarily no more than two (2) per month.

The Board shall seek approval, in accordance with the applicable rules and regulations from the State of Ohio, for the application of in-service hours toward professional growth credits, clock hours, and/or continuing education hours.

The Board will endeavor to offer sufficient in-service for Employees to meet appropriate certification. It is, however, the responsibility of the Employee to maintain certification.

Section 21.13

Travel Expense.

The Board shall reimburse staff members for meals at the rate of \$8.00 for breakfast, \$11.00 for lunch and \$16.00 for dinner and at the single-room rate for lodging expenses subject to appropriate receipts. Travel expenses will be reimbursed according to the mileage allowance at the current rebate allowed by the Internal Revenue Service.

Breakfast shall only be paid when departure is before 6:30 a.m., reimbursement for lunch shall be paid when return is after 1:00 pm and reimbursement for dinner shall be paid when return is after 6:30 p.m. Tips are the responsibility of the employee and shall not be reimbursed by the Board.

The Board will pay specified registration fees and lodging, directly whenever possible. However, Employees will be reimbursed their expenses within fourteen (14) days of submission to the Board when such expenses exceed \$50.00. Expenses less than \$50.00 will be paid quarterly.

ARTICLE 22—WAGES

Section 22.01 Effective the date of this agreement, each classification will be assigned a specified starting/minimum and maximum wages and increases from current wages according to the following ranges:

- 1 \$ 10.08 - \$ 13.80 (plus \$.50 for Associate Degree)

 Administrative Assistants
 Client Information Manager
 Early Childhood Specialist Assistant
 Passenger Assistant
 Vocational Habilitation Programmer
 Permanent Sub
 General Laborer
- 2 \$ 11.67 - \$ 14.86

 Vehicle Operator
 Community Supports Vehicle Operator
 Assistant Transportation Coordinator
 Special Olympics Coordinator
- 3 \$ 12.47 - \$ 15.92 (plus \$1.00 for Bachelor Degree)

 Help Me Grow Home Visitor/Service Coordinator
- 4 \$ 14.33 - \$ 18.04

 Maintenance (plus \$.50 for Associate Degree)
 Transportation Coordinator (plus \$.50 for Associate Degree)
 Production Supervisor (plus \$1.50 for Masters Degree)
 Vocational Habilitation Coordinator (plus \$1.50 for Masters Degree)
- 5 \$ 15.39 - \$ 18.57

 Certified Occupational Therapist Assistant
- 6 \$ 16.98 - \$ 26.00 (plus \$1.50 for Masters Degree)

- Early Childhood Specialists
- 7 \$ 19.64 - \$ 28.12 (plus \$1.50 for Masters Degree)
- Early Childhood Coordinator
- 8 \$ 37.14 - \$ 47.76
- Occupational Therapist
- Speech Therapist

Section 22.02 The following increases will go into effect on the date specified.

1/1/14	2.0%
1/1/15	2.0%
1/1/16	2.0%

On 1/1/16 the wages range minimum and maximum will be adjusted by 2%.

Section 22.03 Longevity Pay. A Payment will be made in the payroll following the anniversary date of the employee's hire date as a regular employee with the Board. The amount of the payment is:

1 – 5 years	\$60.00
6 – 10 years	\$80.00
11 years or more	\$110.00

Section 22.04 Pay Plan. All employees in the bargaining unit shall be paid bi-weekly every other Friday (unless changed by the county auditor). The employee shall receive all compensation earned in a pay period and reported prior to reasonable deadlines established by the administration on the following pay date. When a payday falls on a county holiday, paychecks will be disbursed on the preceding day. When a payday falls on a Board holiday, paychecks will be mailed.

Section 22.05 Direct Deposit. Direct payroll deposit will be made available to all bargaining unit employees subject to established procedures for all county employees.

ARTICLE 23—SEVERABILITY

Section 23.01 Should any provision of this agreement be found to be invalid or unenforceable, or if a court or other tribunal of competent jurisdiction finds any provision of this agreement to be contrary to any applicable federal or state statute or constitutional provision, such contractual provision shall be of no further force or effect, but the remainder of the agreement shall remain in full force and effect. To the extent that any such invalidity, unenforceability or statutory or constitutional infirmity can be remedied by mutual agreement of the parties, they do hereby agree that they will, upon written request by either party, schedule meeting within 30 days at a mutually agreeable place and time to attempt to negotiate alternative language on the same subject matter.

ARTICLE 24—JOB SECURITY

Section 24.01 Subcontracting. The Board shall not subcontract for work or services that would result in a layoff of bargaining unit employees or result in the elimination of a bargaining unit

classification unless required to do so by the Ohio Department of Developmental Disabilities.

In the event the Board finds it necessary to subcontract work, the union shall be given prior notification and the opportunity to propose alternate solution during Labor Management meetings.

The parties understand and agree that from time to time the Board enters into work study programs and other programs designed to further the technical education of students and give them employment experience and undertakes other educational programs that call for the employment of student helpers or other people involved in study programs. The above provisions of this agreement are not intended to exclude such educational programs; however, the employment of persons under those programs shall not in any way be used to reduce the number of Employees of the Board or be used to reduce the hours of Employees of the Board.

ARTICLE 25—DURATION

Section 25.01 This agreement shall be effective as of Ratification and shall remain in full force and effect through midnight December 31, 2016.

Section 25.02

- A. This Agreement supersedes all previous oral and written agreements or practices between the Board and the Union and between the Board and any employee within the bargaining unit. The parties agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of employees.
- B. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any bargaining unit member may charge the Board or any of its agents with violating in raising a grievance.
- C. This Article shall not bar negotiations over any subject or matter which the Board and the Union mutually agree to negotiate.
- D. If any provision of this Agreement shall be declared illegal or repealed, only that provision shall be negotiated to comply with the law and the remainder of the Agreement shall remain in full force and effect.
- E. If either party desires to modify or amend this agreement, it shall give written notice of such intent not earlier than one hundred fifty (150) calendar days nor later than one hundred twenty (120) calendar days before the expiration of this agreement.

Whereas, the parties have executed this Collective Bargaining Agreement effective January 1, 2014.

Fulton County Board of Developmental Disabilities

Board President: Kenny Earl

Superintendent: Betsy Orvas

Fulton County Commissioner: Paul Barnaby

Fulton County Commissioner: [Signature]

Fulton County Commissioner: Bill Ryan

Fulton County Prosecutor: _____

Ohio Association of Public School Employees Local #309

OAPSE Field Representative: Rouman

Local #309 President: Jodi Kutzli

Local #309 Vice President: _____

