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COLLECTIVE BARGAINING AGREEMENT

between

**PAULDING COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

and

**OHIO ASSOCIATION OF PUBLIC SCHOOL
EMPLOYEES/AFSCME LOCAL 4/AFL-CIO
AND ITS LOCAL #794**

January 1, 2014 through December 31, 2016

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ARTICLE 1 PREAMBLE/PURPOSE

§1.1 This Agreement entered into by the Paulding County Board of Developmental Disabilities (hereinafter referred to as the "Board"), and the Ohio Association of Public School Employees/AFSCME Local 4/AFL-CIO and its Local #794 (hereinafter referred to as the "Union"), has as its purpose the following:

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

ARTICLE 2 UNION RECOGNITION

§2.1 The Board recognizes the Union as the sole and exclusive Bargaining Representative for those employees included in the Bargaining Unit as certified by the State Employment Relations Board. Wherever used in this Agreement, the term "Bargaining Unit" shall be deemed to include both Professional and Non-Professional Employees employed by the Board in the following departments: Early Intervention, adult services, transportation, and clerical. Classifications in the Unit are as follows:

- Aide
- Early Intervention Specialist
- Early Intervention Aide
- Bus Driver
- Bus Aide
- Adult Service Provider

Note: Should the Teacher, Teacher Aide, Workshop Clerk, Work Shop Executive Secretary or Maintenance/Mechanic positions be re-established, those positions will return to bargaining unit.

Any and all positions except those listed directly above shall be specifically excluded from the bargaining unit.

§2.2 Should the Board create a new position or reclassify a position in the Bargaining Unit, the Board shall meet with the Union to discuss the inclusion of the new position in the Bargaining Unit, subject to the restrictions outlined in 2.1 above.

§2.3 Wherever the term "Employee" is used in this Agreement, it shall refer to those persons who have been determined appropriately in the Bargaining Unit in accordance with the provisions of this Article. Wherever the male gender is used

to refer to such Employees, it shall be deemed to include both male and female Employees.

- §2.4 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 and qualifications to perform the job, hours of work, and immediate supervisor. Each Employee shall be provided with an up-to-date copy of his job description. Any revisions to an Employee's job description will be provided to the Union and the Employee as they occur.

Prior to any 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 prior to the effective date of such change. The Board will not change or assign job duties or qualifications for arbitrary or capricious reasons.

ARTICLE 3 DUES DEDUCTION

- §3.1 The Board agrees to deduct Union dues for Bargaining Unit Employees who authorize the Board to do so in writing, and to remit the dues to the State Association Treasurer bi-weekly, together with a list showing the names of the Employees and the amount deducted.
- §3.2 Enrollment for dues deductions shall be made upon submission of a signed authorization form to the Board. Dues deduction authorization may be revoked by an Employee during a ten (10) day period ending August 31. Dues deduction authorizations not revoked during the ten (10) day period shall continue for successive periods of one (1) year. Written notice of revocation shall be served upon the Board and State Association Treasurer.
- §3.3 Payroll deduction of dues shall normally be made from the Employees' wages beginning with the first complete pay period in September and shall continue for the next twenty-six (26) consecutive pay periods, so long as the Employee does not revoke his authorization pursuant to §3.2. Any Employee submitting an authorization to the Employer and payroll of dues after September shall present the authorization to the Employer and payroll deductions shall begin the next pay period in which dues are normally deducted and shall continue for the next twenty-six (26) consecutive pay periods, unless the Employee revokes his authorization pursuant to 3.2 above.
- §3.4 The parties agree that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues.

The Union hereby agrees that it will indemnify and hold the Board harmless from any claims, actions, or proceedings by any Employee arising from deductions made by the Board pursuant to this Article. Once the funds are remitted to the

Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

- §3.5 The Board shall be relieved from making such individual payroll deduction of dues upon an Employee's (1) termination of employment, (2) transfer to a job other than one covered by the Bargaining Unit, or (3) written revocation of the dues deduction authorization as provided in this Article. The Employer shall not be responsible for the collection of dues from an Employee on an unpaid leave of absence or layoff but shall, upon the Employee's return to work, make such deductions for dues owed, as requested by the Union in writing.
- §3.6 The parties agree that neither the Employees nor the Union shall have a claim against the Board for errors in the processing of deductions, unless a claim of error is made to the Board in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction should normally be made by deducting the proper amount.
- §3.7 The rate at which dues are to be deducted shall be certified to the Board by the Treasurer of the Union. One (1) month advance written notice must be given to the Board and the affected Employees prior to making any changes in the amount of an individual's dues deductions.
- §3.8 Except as otherwise provided herein, each eligible Employee's written authorization for dues deduction shall be honored by the Board for the duration of this Agreement or until such times as the Employee revokes his authorization pursuant to §3.2 above. All dues deductions at the Board's option, upon written notice by certified mail to the Union, may be canceled upon the termination of this Agreement.

ARTICLE 4 FAIR SHARE FEE

- §4.1 Ninety (90) days following the beginning of employment or the effective date of this Agreement, whichever is later, Employees in the Bargaining Unit who are not members of the Union shall pay to the Union a Fair Share Fee as a condition of employment with the Board. Such Fair Share Fee shall not exceed dues paid by members of the Union who are in the Bargaining Unit. The Union shall notify the Board and affected Employees of the Fair Share Fee amounts and of any changes in the amounts of dues deduction. Fair Share Fees shall be deducted from the payroll checks of the Employees in the same manner regular membership dues are deducted and forwarded by the Board to the Union in the same manner, except that written authorization for the deduction of Fair Share Fees is not required.

ARTICLE 5 PEOPLE DEDUCTION

- §5.1 The Board agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE Deduction as provided for in a written authorization.

Such authorization may be revoked by the Employee at any time by giving written notice to both the Board and the State Union Treasurer. The Board agrees to remit any deductions made pursuant to this provision promptly to the State Union Treasurer, together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount during the period covered by the remittance.

ARTICLE 6 UNION REPRESENTATION

§6.1 The Board agrees, subject to the provisions herein, to admit the Union Staff Representative to the Board's facilities during the Board's normal office business hours, Monday through Friday.

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

§6.2 The Union shall provide the Board an official list of its officers who are authorized to represent and speak on behalf of the Union. One such person shall be designated to act as Representative for the purpose of processing grievances in accordance with the grievance procedure herein. No Employee shall be recognized by the Board as a Union Representative until the Union has presented the Board with written certification of that person's selection. Union activities shall be conducted during non-work hours.

ARTICLE 7 MANAGEMENT RIGHTS

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

- A. To manage and direct its Employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge or discipline for just cause;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed.
- C. To determine the Agency's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes.
- D. To determine the adequacy of the work force;

- E. To determine the hours of work and work schedules required to most efficiently operate;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To maintain the security of records and other important information;
- I. To determine the overall budget;
- J. To maintain and improve the efficiency and effectiveness of the Board's operations;

§7.2 Agency policies, work rules, and procedures shall control unless overridden by a specific provision of the Current Bargaining Agreement.

ARTICLE 8 GRIEVANCE PROCEDURE

§8.1 The term "grievance" shall mean an allegation by a Bargaining Unit Employee that there has been a violation, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of the Agreement. A grievant shall mean a Bargaining Unit Employee or a group of Bargaining Unit Employees alleging that a violation, misinterpretation, or improper application of this Agreement has occurred.

§8.2 A grievance may be brought by any Bargaining Unit Employee covered by this agreement. Where a group of Bargaining Unit Employees desires to file a grievance involving an incident affecting several Employees in the same manner, one (1) Employee shall be selected by the group to process the grievance. Each Employee who desires to be included in such grievance shall be required to sign the grievance.

§8.3 Where the grievance is of the nature that it qualifies for appeal under the administrative law of the Workers' Compensation Bureau or Unemployment Compensation Bureau, the grieved Employee shall utilize the appeal procedures established in accordance with the rules of that body, and the alleged grievance shall not be grievable in accordance with the terms of this article.

§8.4 All grievances must be timely filed. All grievances must be processed at the proper sequence of steps in order to be considered at subsequent steps.

Any Employee may withdraw a grievance at any point by submitting in writing a statement to that effect. Any grievance, which is not processed by the Employee

within the time limits provided, shall be considered resolved based upon the Board's last answer.

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

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

Step 1: No later than fourteen (14) calendar days after the grievant could have reasonably been expected to have known about the occurrence of the alleged violation giving rise to the grievance, but in no case exceeding fourteen (14) calendar days, the Employee or local Union representative on behalf of the Employee may present the grievance in writing to the immediate supervisor or other Board designee.

The immediate supervisor or the Board's designee shall investigate the alleged violation and meet with the local Union representative and/or grievant in an attempt to resolve the grievance. The immediate supervisor or The Board's designee shall respond in writing to the grievant within fourteen (14) calendar days following the meeting. Each party shall identify their designated representative at this step of the grievance procedure to the other party in writing and shall update the designation as changes occur.

Step 2: If the grievance is not resolved in Step 1, the Employee or the local Union representative may, on behalf of the Employee, within ten (10) calendar days of receipt of the Step 1 answer, submit the grievance to the Superintendent at Step 2 of the grievance procedure. The Superintendent shall have ten (10) calendar days in which to schedule a meeting, with the grieved Employee and his representative. The superintendent shall investigate and respond in writing to the grievant, within ten (10) calendar days following the meeting or within fourteen (14) calendar days following receipt of the grievance, whichever is later.

Mediation only if mutually agreed by both parties.

Step 3: If the grievance is not resolved in Step 2, the parties will request mediation assistance from Federal Mediation Conciliation Service (FMCS) within seven (7) calendar days following receipt of the written response of Step 2.

Step 4: Arbitration: If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the date the grievance was answered in Step 3 above. In the event the grievance is

not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Board's Step 3 reply.

Upon receipt of a request for arbitration, the Board and his designee and the representative of the Union shall meet to select an arbitrator within fourteen (14) calendar days following the request for arbitration.

If the parties cannot jointly agree on an arbitrator, then both parties agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Either party may reject the list prior to striking names and request from FMCS up to two (2) additional lists. The parties shall alternately strike the names of the arbitrators until one (1) name remains. The Union shall strike the first name.

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

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

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

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

§8.6 All grievances must contain the following information to be processed and must be filed using the grievance form mutually agreed upon by both parties. If the grievance is not processed with the required information, then Board may decline it, and the time restrictions will continue to run.

1. Grievied Employee's name and signature.

2. Grievor Employee's classification.
3. Date grievance was filed in writing.
4. Date grievance occurred.
5. Time the grievance occurred, if appropriate.
6. A brief description of the incident giving rise to the grievance.
7. Specific Articles and Sections of the Agreement violated.
8. Desired remedy to resolve the grievance.

The agreed-to grievance form shall be made available to any Employee requesting such, either through his Supervisor or local Union Representative.

§8.7 If the program is closed on the day that an answer or grievance is due, the grievance or answer shall be due on the next day the program is in session.

ARTICLE 9 CORRECTIVE ACTION

§9.1 Employees may be disciplined or discharged for just cause only. An Employee shall have the right to grieve any suspension or discharge in accordance with the grievance procedure herein.

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

§9.2 Except in instances where the Employee is being charged with serious misconduct, discipline will be applied in a progressive and corrective manner.

Progressive discipline shall take into account the nature of the violation and the Employee's record of discipline. This may not be appropriate for every case, and the circumstances of each offense will be taken into account. Some offenses warrant immediate termination, while in other cases, several warnings or more than one (1) suspension may be appropriate.

§9.3 Whenever the Board determines that an Employee's conduct may possibly warrant a suspension discharge or other disciplinary action resulting in a loss of pay, a pre-disciplinary conference will be scheduled to give the Employee an opportunity to offer an explanation of the alleged violation. The Employee will be provided the written allegations a minimum of seventy-two (72) hours prior to any

pre-disciplinary conference. At the pre-disciplinary conference, the Employee and/or their representative will have the opportunity to offer an explanation of the allegations.

Within seven (7) calendar days following completion of the conference, the Board will issue a written decision, which specified the disciplinary action, which will be taken, if any. Written notice of such conferences will be mailed or personally delivered to the Employee. Such notice shall specify the time, date, and place of the conference, and the notice shall also advise the Employee of his right to have a representative present at the conference.

Notwithstanding the above, the Board may temporarily suspend an Employee pending the pre-disciplinary conference if the Board reasonably believes his conduct or physical condition present a threat to the safety, health or welfare of the Employee, other Employees, the public or the operations of the department. Such temporary suspension shall be without pay unless the Employee is subsequently cleared of all charges; in which case, the Employee shall be paid for all regular hours of compensation lost during the period of the temporary suspension.

- §9.4 In taking disciplinary action against any Employee, the Board will not consider or rely on any prior disciplinary action taken against the Employee more than twenty-four (24) months before the occurrence of the current disciplinary action under consideration.
- §9.5 It is understood by the parties that newly hired probationary Employees may be disciplined or terminated for any reason during their probationary period and shall have no appeal over such action.
- §9.6 In the event the Board is contacted for a reference check regarding a present or former Employee of the board, the Board will require a written waiver signed by the Employee before disclosing any information about the Employee, and shall not disclose, either verbally or by letter, any disciplinary actions which are more than twenty-four (24) months old, except those related to violence, sexual misconduct, substance abuse, or the Federal Commercial Driver's Licensure Law. This provision shall not, however, interfere with the public's access to public records in accordance with applicable law.
- §9.7 An Employee will not accrue any fringe benefits during any unpaid suspension of five days or more. The Employee is not considered in active pay status during such discipline. In addition, in order to maintain health insurance, the Employee must reimburse the Board the total cost of monthly premium at a pro-rated amount. Working suspensions are excluded from this section.

ARTICLE 10 PERSONNEL FILES

- §10.1 Each Employee shall have access to view materials in his own personnel file, provided such viewing is scheduled at an appropriate time through the

Superintendent or his designee. Access shall be provided as soon as reasonably possible, provided the work of the Agency is not interrupted.

ARTICLE 11 PROBATION PERIODS

§11.1 Every newly hired Employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the Employee receives compensation from the Board and shall continue for one (1) period of ninety (90) complete days for all nonprofessional Bargaining Unit Employees and one (1) period of one (1) year for professional staff, with an additional forty-five (45) days if needed by the Board with approval of the Union. "Professional" and "non-professional" shall be defined as set forth in the Ohio Revised Code and Administrative Codes.

§11.2 A different classification requires a new sixty (60) day probationary period. Employee may return to original classification after fifteen (15) days, Board may return Employee after forty-five (45) days.

ARTICLE 12 SENIORITY

§12.1 The purpose of this article is to define seniority. Except as otherwise specified herein, "seniority" shall be computed on the basis of uninterrupted length of continuous service with the Board, calculated from the Employee's most recent date of hire. Once continuous service is broken, the Employee loses all previously accumulated seniority.

§12.2 An approved leave of absence does not constitute a break in continuous service, provided the Employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

§12.3 A layoff shall not constitute a break in continuous service, provided the Employee is recalled within the twenty-four (24) month period as specified in Article 13, Layoff and Recall.

§12.4 During the month of January of each year, the board shall post and provide the local Union president a list of Bargaining Unit members in order of seniority with their original hire date and continuous years of service.

ARTICLE 13 LAYOFF AND RECALL

§13.1 Except in the case of emergency (i.e., power failure, heating system failure, water or sewer problems, or other emergency requiring closing of the facility), whenever the Board determines a layoff due to lack of funds, lack of work, or reorganization, the Board shall notify the Union of the impending layoff and offer the Union an opportunity to meet prior to the layoff to discuss possible alternatives and the impact of the layoff on the Bargaining Unit Employees.

Except in the case of emergency, the Board shall notify the affected Employees - ten (10) days in advance of the effective date of their layoff. Employees laid off due to an emergency will be notified as early as possible.

§13.2 The Board shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, Employees will be laid off in accordance with their seniority as defined in Article 12 of this Agreement and their ability to perform the remaining work available. When two (2) or more Employees in the same classification have relatively equal experience, skill, ability, and qualifications to do the work, the Employee(s) with the least seniority will be laid off first. Prior to any layoff of full-time permanent Employees, all casual, temporary, seasonal, and part-time Employees within the affected classification(s) shall be laid off first.

§13.3 Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months from their date of layoff. If there is a recall, Employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. It is the responsibility of the Employee to keep the Board informed of any change in address and the Employee's availability for recall during the recall period.

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

§13.5 In the case of a non-emergency layoff, the recalled Employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to return to work unless a later date is specified in the recall notice. The Employee shall, however, contact the Board as soon as possible following receipt of the recall notice to indicate his intention to return to work. Employees recalled from an emergency layoff shall report for duty as instructed at the time of recall.

§13.6 Wherever qualifications or ability to perform the work is referenced in this article, it shall mean the Employee's work record, attendance record, and disciplinary record.

ARTICLE 14 JOB POSTING AND LETTER OF INTEREST PROCEDURE

§14.1 Whenever the Board creates new position(s) or determines there is a vacancy within the Bargaining Unit and elects to fill it, a notice of such vacancy and a complete job description shall be posted on the bulletin board for fourteen (14) calendar days. If the posting period ends during Christmas or Spring break, or a day when the program is closed pursuant to Article 24, the posting period shall

extend to the close of business on the next working day. The president of the Union shall receive a copy of all notices posted. Anyone wishing to apply for the vacant position shall submit his letter of interest on or before the day the posting period ends. All applicants shall submit a signed letter of interest to the Board listing their qualifications and previous work experience.

The Board shall mail copies of all postings via first class U.S. mail to each Employee who is expected to be absent from work for at least fourteen (14) consecutive calendar days beginning with the first day of the posting period due to layoff or approved leave. Notice shall be mailed to the latest address reflected in the affected Employee's personnel file. This paragraph does not extend the previous paragraph's time limit for submitting letters of interest.

The Board shall not be obligated to consider any letter of interest submitted after the posting date or applicants who do not meet all the necessary qualifications for the job.

§14.2 In selecting an applicant to fill any non-certified position in the Bargaining Unit, the Board shall select the applicant who possesses all the necessary qualifications for the position. If it is determined that there are two (2) or more applicants possessing the necessary qualifications, then the applicant with the greatest length of continuous service with the Board shall be selected.

In selecting an individual to fill a professional or direct service position, the Board will select who, in its discretion, is the most qualified Employee. If two (2) or more Employees are equally qualified, then the most senior Employee will be selected. If there is no qualified Employee, the board may select an applicant from outside the Bargaining Unit. The Board reserves the right to determine the qualifications for any positions.

An Employee who is awarded a non-certified, professional, or direct service position as mentioned above shall have the option in the first fifteen (15) days in the new position to return to the Employee's previous position. The Board may return an Employee during the first forty-five (45) days only if the Employee demonstrates a lack of qualifications.

Qualifications mean the Employee's work record, attendance record, and disciplinary record.

Initial probationary Employees may apply, but the Board reserves the right to refuse the application.

§14.3 The Board may temporarily fill a vacant position for up to sixty (60) days. If the position is continued after the sixty (60) day period, it shall be filled in accordance with this article.

The Board may temporarily fill a vacant position during the job posting procedure.

The Board will strive to fill a new position or a vacancy within sixty (60) days of the initial posting.

§14.4 The Board reserves the right to transfer an Employee in lieu of disciplinary action, or layoff. Such a transfer can be prior to a job posting.

ARTICLE 15 HOURS OF WORK AND OVERTIME

§15.1 The standard work period shall begin at 12:01 a.m. on Saturday and shall end at 12:00 midnight the following Friday.

§15.2 The normal work schedules for Bargaining Unit Employees shall consist of the following, except in the case of a layoff or declared emergency.

Classification	Normal Work Hours Per Day	Normal Work Days Per Year	Duty Free	Paid Holiday
Aide	6.5	183	X	5
Early Intervention Sp'list	7.0	155	X	6
Early Intervention Aide	as needed not to exceed 6.5	0-155	X	0-6
Bus Driver	2.0 to 5.0	183-243	NONE	10
Bus Aide	not to exceed 5.0	0-243	NONE	0-10
Adult Service Provider	7 or 8	243	X	10

§15.3 When an Employee is required and approved by the Board, in writing, to work more than forty (40) hours in a work week, he shall be paid overtime for all actual hours worked in excess of forty (40) hours. Overtime shall be paid at the rate of one-and-one-half (1-1/2) times the Employee's regular hourly rate of pay.

§15.4 Bargaining Unit Employees required to work five (5) hours or more but less than eight (8) hours per day, shall be entitled to one (1) fifteen (15) minute work break away from their assigned work station and a one-half (1/2) hour paid lunch break per day. Bargaining Unit Employees required to work an eight (8) hour day shall receive a one (1) hour paid lunch included as part of the workday.

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

An Employee working two (2) part-time jobs shall receive a one-half (½) hour lunch break, plus two (2) fifteen (15) minute breaks.

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

Work breaks and paid lunch shall not be cumulative, and Employees are not entitled to additional compensation if they are unable to take their work breaks due to workload requirements.

Definitions:

Full-Time: An Employee required to work a minimum of two hundred forty-three (243) days per year working at least 30 hours per week. Bus drivers are considered full time after four (4) hours per day.

Part-Time: An Employee required to work less than thirty (30) hours per week or fewer than two hundred forty-three (243) days per year.

§15.5 The Union shall have representation on the calendar planning committee. The committee shall meet to plan the calendar for the coming year. Three (3) paid training days shall be included within the annual agency calendar.

ARTICLE 16 WAGES

§16.1 All staff shall be paid in accordance with the rates established in the salary schedule of this agreement based upon their classification and their years of experience.

Employees shall advance from one step to the next effective the first day of the first complete pay period in January. To be eligible for step advancement, an Employee must have been carried on the Board's roster as an Employee for the entire, preceding calendar year or worked at least one hundred sixty (160) days during that calendar year.

§16.2 Professional Employees shall advance to the next column on the pay scale following verification to the Board that the Employee has completed the additional training or obtained the required degree.

§16.3 For purposes of this Article, employees shall be entitled to a maximum of five (5) years of service credit for experience in another Board of Developmental Disabilities as approved by the Board. The employee must submit proof of such prior service to the Board with his request for prior service credit. Following verification of the prior service credit by the Board, the additional years of service shall be added in determining the appropriate pay step at which the employee should be assigned.

§16.4 In any year in which twenty-seven (27) bi-weekly pays occur, the Board shall follow the pay policy set forth by the Paulding County Auditor.

ARTICLE 17 HOLIDAYS

§17.1 All 12 Month Bargaining Unit Employees shall be entitled to holiday pay at their regular hourly rate on the following recognized holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

All Aides shall be entitled to holiday pay at their regular hourly rate on the following recognized holidays:

New Year's Day
Memorial Day
Labor Day

Thanksgiving Day
Christmas Day

All Early Intervention Specialists shall be entitled to holiday pay at their regular hourly rate on the following recognized holidays:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

All other employees shall be entitled to holiday pay at their regular hourly rate for recognized holidays that fall within a week in which they are scheduled to work.

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

ARTICLE 18 PERSONAL LEAVE DAYS

§18.1 All Bargaining shall be entitled to three (3) unrestricted personal leave days per year. Personal leave days will be prorated for purposes of hiring date and termination date per number of months worked in any program year. (NOTE: four (4) months equates to one (1) personal day.)

The year time period for use of personal leave days shall be defined as January 1 - December 31, unused personal leave for any Bargaining Unit Employee up to a maximum of three (3) days will be transferred into their sick leave account.

§18.2 Requests to use a personal leave day must be submitted to the Superintendent or designee on the appropriate leave form at least forty-eight (48) hours in advance of the requested usage. The forty-eight (48) hours notice may be waived for emergency circumstances. In the event of an emergency, less advance notice may be authorized by the Superintendent. If a timely submitted

request is not denied in writing or verbally within forty-eight (48) hours following receipt by the Superintendent or designee, it shall be deemed approved.

In the event of an emergency, less advance notice may be authorized by the Superintendent. If a timely submitted request is not denied in writing or verbally within twenty-four (24) hours following receipt by the Board, it shall be deemed approved.

Personal leave can be used at any time.

ARTICLE 19 VACATIONS

§19.1 Bargaining Unit Employees who work a minimum of seven (7) hours per day and two hundred forty-three (243) days per year, or more, after completion of one (1) full year of service with the Board, shall be entitled to paid vacation time as follows:

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

Non-seasonal, part-time Employees shall be entitled to paid vacation on a pro-rated system based upon hours worked, but utilizing the same years of service (i.e., a part-time Employee who works four (4) hours per day would, after one (1) year of service, be entitled to ten (10) working days of four (4) hours each, or a total of forty (40) hours of vacation) or two (2) weeks equivalent when working less than five (5) days per week.

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

§19.2 Employees hired after January 1, 1994, shall have only those years of continuous service with the Board or with any county in Ohio included in determining the amount of vacation time the Employee is entitled to receive following the completion of his first year of employment, provided the Employee's break in continuous service was less than two (2) years.

§19.3 Vacation leave shall be taken within the twelve (12) month period following the date it is earned and prior to the recurrence of the Employee's next anniversary date of employment or carry over three (3) weeks in addition to next year accumulation. If an Employee has applied for and been denied vacation leave due to work requirements, the Board shall permit the Employee to carry over his

vacation leave to the following year, provided the vacation is used within the twelve (12) month period following the date it was permitted to be carried over.

Vacation not used within the allowed twenty-four (24) months period will be considered at the maximum for accrual. An Employee will not accrue additional vacation until vacation on the books is used. At that point accrual will be equivalent to the amount of vacation used.

- §19.4 Upon separation from employment, an Employee is entitled to compensation at his current rate of pay for the prorated of any earned but unused vacation leave for the current year, plus any unused vacation leave accrued to his credit in the previous year and permitted to be carried over in accordance with §19.3.
- §19.5 In the event of the death of an Employee, the unused vacation leave to the credit of such Employee shall be paid to the deceased Employee's estate.
- §19.6 Vacation leave is to be taken at a time mutually agreeable to both the Board and the Employee.
- §19.7 Vacation time is earned during the time the Employee is in active pay status. It is not earned during an unpaid leave of absence.
- §19.8 If more than one Employee submits a request on the same day for the same vacation time, seniority shall determine who is granted the vacation request. Any other request shall be on a first come basis.

ARTICLE 20 SICK LEAVE

- §20.1 Crediting of Sick Leave. All Employees covered by this Agreement shall earn and accumulate paid sick leave at the rate of 0.0577 hours of sick leave for each hour of regular service in active pay status, including holidays, vacations and sick leave, but not including unpaid leave of absence or layoffs.

An Employee may accumulate his unused sick leave without limit. The Board shall notify Employees of their sick leave balances two (2) times per year (September and January).

- §20.2 Carry In of Sick Leave. Employees hired after January 1, 1994, shall be allowed to carry in up to fifteen (15) days of public service sick leave. Any Employee hired before January 1, 1994 shall be allowed to carry in up to thirty-five (35) days of public service sick leave.
- §20.3 Uses of Sick Leave. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease, which could be communicated to other Employees and for illness, injury, or death in the Employee's immediate family. Sick leave usage for death in the immediate family shall be limited to a reasonable period of time not to exceed three (3) days. In the event the death is that of a spouse or child, the sick leave usage

may include up to five (5) days. In the case of a member of the immediate family not living in the same household, the Employee may credit sick leave when it is believed justified, but such cases will be carefully investigated. An Employee shall be permitted to take a portion of a sick day for medical, dental, or optical examination which cannot be scheduled during non-working hours. A certificate from a licensed physician, dentist, or optometrist verifying the appointment may be required.

For the purposes of this section, "immediate family" shall be defined as the Employee's father, mother, spouse, child, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or spouse's grandparents, legal guardian or other person who stands in place of a parent.

§20.4 Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor by telephone or text. If the employee's supervisor does not acknowledge the employee's notification, the employee shall notify his supervisor's designated backup by telephone or text. Notice must be given at least one-and one-half (1 ½) hours prior to the time the employee is scheduled to report for work on each day of absence, unless the employee makes other advance arrangements with his supervisor. Employees failing to report as outlined above may be disciplined.

Any employee who reports his absence less than forty-five (45) minutes prior to his scheduled starting time will be placed on an unpaid leave of absence for the day and may be subject to disciplinary action.

The Superintendent may waive the regulations contained in this article for good cause shown.

§20.5 Evidence Required for Sick Leave Usage. Any Employee requesting sick leave shall be required to furnish a standard written statement, stating the nature of the illness, to justify the use of sick leave. Falsification or failure to provide the written and signed statement shall be grounds for disciplinary action and denial of sick leave payment. The written and signed statement must be submitted to the Board or his designee by the end of three (3) working days following the Employee's return to work.

§20.6 Physical Statement. Any time an Employee requests sick leave exceeding three (3) days or anytime the Employee requires medical attention while on sick leave, the Employee shall obtain and submit to the Board or its designee a certificate from his physician stating the nature of the illness or injury. A physician's certificate may also be required whenever an Employee has established a record of excessive or patterned sick leave usage.

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

§20.7 Charging of Sick Leave. Sick leave shall be charged in minimum units of five (5) minutes. An Employee shall be charged for sick leave only for days on which the Employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled hourly, workday or work week earnings.

§20.8 Expiration of Sick Leave. If illness or disability continues past the time covered by earned sick leave, an Employee may request an unpaid leave of absence or Family Medical Leave (FMLA) in accordance with the appropriate articles of this agreement.

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

Sick Leave Abuse includes the following:

1. Patterned use
2. Before and/or after holidays
3. Before and/or after vacation or any other period of absence from work
4. Zero or close to zero balance of sick leave on the books
5. Any one specific day of the week
6. Using sick leave when other forms of leave were denied. This list is illustrative and not all-inclusive. There can be other forms of sick leave abuse. If sick leave abuse is suspected, the Board can require an independent medical verification by a doctor selected by the Board. The Board will pay for said doctor exam.

§20.10 Cash Payment of Sick Leave Upon Retirement. Each Employee who retires after eight (8) or more years with the Board shall be paid for twenty-five percent (25%) of the Employee's accumulated but unused sick leave, not to exceed a maximum payment for forty-five (45) days. This payment will be based upon the Employee's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated. Sick leave conversion does not apply to any termination or separation other than a disability or service retirement under the Public Employees Retirement System at the time of separation from employment.

Any Employee who has exhausted the Employee's accumulated sick leave and who has failed to have a leave of absence or FMLA approved, shall be considered absent without leave and subject to disciplinary action.

ARTICLE 21 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Board shall comply with the Family and Medical Leave Act of 1993. P.L. 103-3, 29 U.S.C. §2601, *et seq.*, as amended.

§21.1 Qualified Employee

- A. An Employee must have been employed by the Board for at least twelve (12) months of active service.
- B. An Employee must have worked at least 1,000 hours in the previous twelve (12) months.

§21.2 Benefits

Employees who qualify for family or medical leave under this policy are entitled to the continuation of health care benefits during the leave not to exceed a total of twelve (12) weeks of unpaid leave per year. The Board will continue to pay the Board's share of the health insurance premium for up to twelve (12) weeks.

If the Employee fails to return at the expiration of the leave, as provided for within this policy, the board is entitled to recover the health insurance premiums paid on behalf of the Employee.

If a medical practitioner certifies that the Employee cannot return to his position because of the continuation, recurrence or the onset of a serious health condition that entitled the Employee leave for a serious health condition of Employee or Employee's spouse, child or parent, which renders the Employee unable to perform the essential functions of his position, or because of other circumstances beyond the Employee's control, the Board waives its right to recover insurance benefits pursuant to this section.

§21.3 Coordination of Benefits

Employees may utilize any accrued paid leave prior to being eligible for unpaid family or medical leave. A total of twelve (12) weeks of paid and unpaid leave is allowed during any twelve (12) month period under this article. If more leave is necessary, the Employee must apply for Disability Leave under Article 26 of this agreement.

§21.4 Restrictions

While on unpaid leave pursuant to this article, Employees do not accrue seniority, sick leave, vacation leave or personal leave.

ARTICLE 22 ASSAULT LEAVE

§22.1 If an Employee is physically injured during the course of employment as a direct result of a physical assault by an individual served by the Board, he or she shall be allowed a leave with full pay and benefits for up to a maximum of forty-five (45) work days upon the submission of medical recommendation. Additional time may be granted at the discretion of the Superintendent. The Board may require a second opinion at its own expense.

ARTICLE 23 CALAMITY DAYS

§23.1 Whenever the Board is closed or the program's opening is delayed to bad weather or other emergencies, the Board will notify the appropriate radio and television stations for the announcements of the closing or delays. When a Level 3 snow emergency is declared in Paulding County, the affected employees will not report to work, with no loss in pay. If the level 3 is lifted by noon, the employee will have one hour to report to work after notification from the Board, or use a full day paid leave of absence.

§23.2 If the program is delayed, employees must report at least one hour prior to the end of the delay period. Any employee who doesn't report at the designated time will be required to use a full personal day in lieu of reporting to work. If no personal day is available the day will be a full day without pay. If the employee is unable to report due to extenuating circumstances, the employee must contact his supervisor and may use vacation time up to the delay.

§23.3 Staff that are required to report due to emergencies or production needs will receive compensation at double their rate of pay for time worked.

ARTICLE 24 MILITARY RESERVE LEAVE

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

§24.2 In determining an Employee's rate of pay while on military leave to avoid any loss in pay, the Employee shall be paid by the Board the difference between his regular rate of pay and the rate of pay received from the military.

§24.3 The Employee is required to submit to the Board an order or statement from the appropriate military commander as evidence as to such duty. There is no requirement that the service be in one (1) continuous period of time.

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

ARTICLE 25 ACTIVE MILITARY DUTY LEAVE

§25.1 Any Employee who has worked for the Board at least ninety (90) days and who voluntarily or involuntarily enters any of the Armed Services of the United States, shall be granted an Active Military Duty Leave of Absence without pay. If not accepted for active duty, the Employee shall be reinstated to his former position without loss of seniority or status.

§25.2 Employees who complete their active duty obligations without voluntarily re-enlisting or extending that obligation are entitled to return to their previous position of employment within thirty (30) days of their written request, provided such request is submitted within ninety (90) days of discharge or release from active duty.

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

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

ARTICLE 26 UNPAID LEAVES OF ABSENCE

§26.1 Upon exhausting all of his Family Medical Leave Act, accumulated sick leave, vacation or other authorized paid leave time, a non-probationary Employee may request an unpaid leave of absence. The Board may grant an Employee up to twelve (12) months of unpaid leave. Unpaid leave granted as a result of an Employee's documented disability may be extended for an additional six (6) months, upon approval of the Board, if the Employee can present evidence as to his continuing disability and probable date of return during the extension period.

For purposes of this article, a documented disability means a medical condition for which the Employee has submitted satisfactory medical evidence that he or she is physically unable to perform the essential functions of his position.

§26.2 An unpaid leave of absence may be granted in the event the Employee's disability and subsequent inability to perform the essential functions of his position or the disability of an Employee's immediate family member. An unpaid leave may also be granted so that an Employee can attend to personal emergencies. The following are some examples of the types of situations which

might merit the approval of an unpaid leave of absence. This list is not all inclusive.

A serious medical or physical condition renders the Employee disabled and unable to perform the essential functions of his position.

A serious medical or physical condition renders an Employee's family member unable to function without the Employee's assistance.

- An Employee is required to take an extended time off because of a death in the family.
- A natural disaster destroys the Employee's home or some part thereof.
- An Employee needs time off to pursue additional education or for other "personal" reasons.

For this purpose of this Article, "immediate family" shall be defined as the Employee's father, mother, spouse, child, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or spouse's grandparents, legal guardian or other person who stands in place of a parent.

§26.3 The authorization of an unpaid leave of absence is solely a matter of administrative discretion, and each request shall be decided by the Board based upon its own merits.

§26.4 The Employee shall have reinstatement rights following a leave within twelve (12) months following the date the Employee was first granted leave. The Employee shall be reinstated to the same or similar position within thirty (30) days after making a written application and providing a physician's statement showing full qualifications to perform the duties of the position. (The physician's statement will only be required if the leave was granted due to the Employee's own disability.) Where a physician's clearance is required, the Board may obtain a second opinion from a doctor of the Board's choice, at the Board's expense. If continuing disability precludes reinstatement, the Employee may wish to apply to the Public Employees Retirement System or State Teachers Retirement System for disability retirement.

§26.5 Any appointment made to a position vacated by an Employee on leave will be on an interim basis, and such Employee must be made aware of its temporary nature. Should the Employee returning from leave be reinstated to another position, the interim appointment may be made permanent at the discretion of the Board.

§26.6 An Employee who has received an authorized leave of absence without pay does not earn any benefits during the period of leave. However, time spent on the

leave of absence is to be considered in determining length of service for purposes where seniority is a factor.

§26.7 Employees, while on unpaid leave, may continue to receive group hospitalization insurance coverage, provided the Employee pays for both the Employee and Board costs associated in providing such benefit.

§26.8 If it is determined that an Employee is abusing the leave of absence or not actually using the leave for the purpose specified, the Board may cancel the leave and provide the Employee with a written notice directing the Employee to report for work. Such Employee shall be subject to discipline. Any Employee who does not return from leave at the expiration of such leave, who accepts other employment, formally resigns, or takes a disability retirement shall be automatically terminated from employment with the Board.

ARTICLE 27 OAPSE BUSINESS LEAVE

§27.1 Two duly elected or appointed delegates to conventions, conferences, or seminars of the Union who are in the Bargaining Unit shall be granted time off for the purpose of participating in such conventions and activities.

The Employee must submit a written request for such time off to the Board at least thirty (30) calendar days prior to the requested date for the leave to begin. Such paid leave for the purpose of Bargaining Unit Union business shall not exceed a total of six (6) working days per delegate per calendar year.

Exceptions are at the discretion of the Superintendent.

ARTICLE 28 PROFESSIONAL DAYS

§28.1 The Board may request an Employee to take professional days for the following reasons: observations of a program whose format or concept is being considered for the Board's program, or professional enhancement of the staff member's skills, knowledge, or techniques.

§28.2 Employees may also request, in writing, for professional days. All Employee requests should be submitted on the appropriate form, including place visiting, date, time, objectives and expected amount of necessary expenses. This form shall be submitted at least one (1) week prior to the date.

Expenses incurred after approval by the Superintendent will be reimbursed. There is no limit on the number of professional days staff may attend. However, all requests must be approved by the Superintendent. If said request is submitted two (2) weeks or more in advance, a response shall be provided by the Board within seven (7) days, or the request shall be deemed approved. A reason will be given for any request denied.

§28.3 Upon return from professional days, Employees may be asked to submit a written summary or present the information at a staff meeting or local in-service.

§28.4 Any matter pertaining to this article is based upon the Superintendent's approval.

ARTICLE 29 COURT LEAVE

§29.1 The Board shall grant court leave with full pay for up to a maximum of ten (10) work days to an Employee who is summoned for jury duty by a court of competent jurisdiction or is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, provided the Employee is not a party to the action. If additional court time is needed, an Employee may elect to use paid leave or an approved leave of absence without pay.

§29.2 Any compensation or reimbursement received for jury duty or court attendance, when such duty is performed during an Employee's normal working hours and the Employee is compensated by the Board, shall be remitted by the Employee to the Board.

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

An Employee subpoenaed to appear in court on behalf of the Board shall be compensated for such time in accordance with Article 13 of this Agreement.

ARTICLE 30 FIELD TRIPS / REGULAR ROUTES

§30.1 For the purposes of this article "field trip" means an event involving transportation of more than eight (8) individuals served by the Board or outside the city limits of Paulding, Ohio in a Board vehicle. "Field Trip" does not include Special Olympics events and Supported Living events. Workshop staff shall be used to transport groups of eight (8) or less individuals served by the Board in a Board vehicle.

§30.2 All field trips shall be offered to regular Bus Drivers on a rotation basis, starting with the most senior driver.

If no Bus Driver agrees to take a field trip, the Board may use any appropriately licensed bargaining unit member so long as this practice complies with the requirements of the Ohio Revised and Administrative Codes. If no appropriately licensed bargaining unit member is available, the Board may make such other arrangements as are necessary.

§30.3 Any Bus Driver declining a field trip shall be skipped in the rotation and will not be eligible for another assignment until his turn comes up on the next rotation.

§30.4 Bus Drivers assigned to a field trip shall be paid their regularly hourly rate for all hours spent driving and for all hours they are required to assist the individuals served by the Board during the field trip. This section shall not apply to overnight situations.

§30.5 A Bus Driver shall be guaranteed a minimum of two (2) hours pay for each field trip, in addition to pay for driving his regular am and pm route(s).

ARTICLE 31 TRAVEL EXPENSES

§31.1 Upon prior written approval of the superintendent, Employees shall receive compensation for use of their personal vehicles for job-related mileage in accordance with the current IRS rate.

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

ARTICLE 32 COMMERCIAL DRIVER'S LICENSE; CRIMINAL BACKGROUND CHECKS

§32.1 The cost for testing and certifying staff who are required to maintain a CDL employed after October 22, 1996 shall be paid by the Board, provided the Employee signs a written agreement to reimburse the Board for all costs if his employment terminates prior to completion of his first anniversary date of employment.

§32.2 The Board shall pay all costs, including annual physical, annual fingerprinting, annual abstract of driving record, and extra portion of license fee for CDL, incurred by bargaining members to be employed as regular Bus Drivers. Reimbursement shall be made upon presentation of receipts.

§32.3 The Board shall pay all costs for all Employees (including Bus Drivers) who are required by state or federal law to obtain or maintain an FBI/BCI background check and/or fingerprinting.

ARTICLE 33 SAFETY

§33.1 Safety must be a prime concern and responsibility of both parties. Therefore, the Board will attempt to provide safe working conditions, equipment and working

methods for Employees. The Employees accept the responsibility to follow all safety rules and safety working methods as established by the Board.

§33.2 All working conditions believed to be unsafe must be reported by the Employee to the designated supervisor as soon as said unsafe conditions are known.

§33.3 The Board will reimburse Adult Service Providers up to fifty dollars (\$50.00) each year for the purchase of steel-toed shoes.

ARTICLE 34 ALCOHOL AND DRUG TESTING

§34.1 The parties agree to the following Alcohol and Drug Testing program for all Employees operating motor vehicles who are required to hold a commercial driver's license.

§34.2 This Section does not apply to Bus Drivers. In addition to the above section 34.1, any Employee can be tested for drugs and alcohol if the Board has reasonable suspicion that the Employee is under the influence of drugs or alcohol as defined by its written Alcohol and Drug Policy. If the Board requests an Employee be tested for drugs and/or alcohol, the Employee will not experience any loss in pay while away from the job site. All references to alcohol and drug levels shall be in terms of current Federal standards.

§34.3 This Section only applies to Bus Drivers. Bus Drivers required to submit to random, post-accident, and reasonable suspicion drug and/or alcohol tests shall be compensated for up to ninety (90) minutes of time, which includes drive time to and from the testing site. If a driver refuses to submit to a required random, post-accident, and/or reasonable suspicion drug and/or alcohol test, necessary discipline action shall be taken by the Board up to and including termination.

§34.4 The Board will pay for required random, post-accident, and reasonable suspicion drug and alcohol testing. The Employee shall pay for all return to duty and follow-up drug and alcohol testing that is required.

§34.5 The Board shall provide the mandatory Alcohol and Drug Testing In-service to all Bus Drivers. At this in-service, or by notice, the Board shall inform Employees of alcohol and drug rehabilitation programs/providers in the area.

§34.6 If an Employee's alcohol test results in a reading between .02 and .04, that Employee shall receive a written reprimand and a twenty-four (24) hour unpaid suspension. .

§34.7 If on the first occurrence that an Employee's test is positive for drugs or alcohol exceeding Federal guidelines, the Employee shall be required to attend a rehabilitation treatment program. The Employee shall be afforded his unused sick leave for up to twenty (20) days and unpaid leave after the initial twenty (20) days. If not rehabilitated within sixty (60) days of the violation, the Employee can be terminated. The Employee can request an extended, unpaid leave of

absence beyond the sixty (60) days for rehabilitation if rehabilitation progress is being made.

§34.8 On the second occurrence that an Employee's test is positive for alcohol or drugs exceeding Federal guidelines, the Employee shall be terminated.

§34.9 All disciplinary provisions of Article 8 shall continue to apply as they may relate to the safe and proper operation of a school bus, as well as the grievance procedure contained in Article 7.

§34.10 Any rehabilitation shall be at the Employee's expense.

§34.11 Employees who voluntarily reveal drug and/or alcohol problems, but who have not been involved in other violations of the Board's rules or regulations (other than prohibitions regarding drug and alcohol use), will not be suspended or discharged for revealing their drug and/or alcohol use. The Employee will be referred to a treatment program. If the Employee tests positive for the substance that is being treated during the first two (2) years following completion of treatment, the Employee will be terminated immediately.

ARTICLE 35 BULLETIN BOARDS

§35.1 The Board agrees to provide space for a bulletin board in a place where all Union Employees have reasonable access of both PARC Lane and PC Workshop for use by the Union. The Union or its members shall be responsible for purchase of the bulletin boards. Said bulletin boards shall not exceed the dimensions of 24" x 24" each.

§35.2 All Union notices which appear on the bulletin boards, shall be signed, posted and removed by the local Union President or his designee.

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

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

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

ARTICLE 36 WORK RULES

§36.1 The Board may not implement, delete or modify work rules or policies without discussing them with the Union. In the event that changes or modifications in said rules or policies have the effect of violating any section in this agreement, shall be subject to the grievance procedure.

ARTICLE 37 EVALUATIONS

§37.1 The Union recognizes the Board's right to evaluate Employee's performance. The Board agreed to conduct performance evaluations once every twelve (12) months.

Probationary Employees shall be evaluated prior to the mid-point and prior to the conclusion of the probationary period.

§37.2 Employees may attach a letter of rebuttal to any evaluation.

§37.3 In the event that an evaluation results in disciplinary action against the Employee, such discipline shall be subject to the terms of the grievance procedure.

ARTICLE 38 BOARD REQUIRED TRAINING

§38.1 The Board shall pay the cost as outlined in the procedures for Employee expenses as found in the procedure manual. All Employees will have access to the procedure manual.

ARTICLE 39 EDUCATION REIMBURSEMENT

§39.1 "Course" shall mean a college course, in service, or continuing education hours required to renew a certificate.

§39.2 Must be related to certification for a position at the Board.

§39.3 Must be taken from an accredited institution of learning or as approved by the Ohio Department of Developmental Disabilities, including "correspondence courses" meeting the criteria.

§39.4 Must be taken during non-work hours and may not create a hardship for the operation of any of the Board's programs.

§39.5 No more than two courses per year may be approved for reimbursement.

§39.6 Official transcripts, or certificates, or an original grade slip shall be submitted as evidence of completion. The Board reserves the right to request additional verification as needed.

§39.7 Must be completed with a passing grade of not less than a "B" or "S".

§39.8 A fund of \$1,500.00 shall be created for use by all Employees of the Board. All approved costs between January 1 and December 31 of each year shall be reimbursed pro-rata from the fund.

To facilitate the transition from school year funding under the previous labor agreement to calendar year accrual under this agreement, the fund for the period beginning July 1, 2013 and ending December 31, 2014 shall be \$3,000.00. Thereafter, the fund shall be \$1,500.00 per year.

ARTICLE 40 LABOR/MANAGEMENT COMMITTEE

§40.1 The parties to this agreement shall establish a labor-management committee (LMC). The LMC shall be composed of a maximum of four (4) members for each party. Each party will select their own committee members but are encouraged to select people who can serve for the duration of the contract, if possible.

§40.2 The parties agree that the LMC will meet quarterly unless the parties determine otherwise. Such meeting times and places will be determined by the parties.

§40.3 One week prior to each meeting, the parties exchange agenda items. The chairperson of each meeting will alternate between the parties with the Board chairing the first meeting.

§40.4 The LMC is not established as a negotiations process. Accordingly, negotiation items are not to be presented at LMC meetings.

ARTICLE 41 HEALTH, VISION DENTAL AND LIFE INSURANCE

The Board shall offer the same insurance program in calendar year 2014 that it offered in calendar year 2013 as follows:

41.1 All bargaining unit employees will, be provided the following medical insurance benefits:

Hospitalization insurance plan:

Major Medical

Dental Insurance

Term Life \$25,000 including accidental death or dismemberment

In addition to the above, Bus Drivers shall be provided an additional \$10,000.00 term life insurance policy.

The Board has the right to select the insurance carrier. The joint labor-management committee shall review insurance plans and options available.

41.2 The Board shall pay the entire cost of dental insurance premiums and ninety percent (90%) of the total premium for medical insurance. Employees shall pay

the remaining ten percent (10%) for the medical coverage policy through payroll deduction. The Board will otherwise pay increased health insurance cost.

The Board shall fully fund the HSA Annual Deductible (\$1745 for employees with single coverage, \$3490 for employees with family coverage) on the first banking day in January 2014.

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

41.4 Spousal Waiver

The health insurance plan is subject to a spousal waiver: employee spouses who are eligible for health insurance under a plan sponsored by their employer's may not participate in the Board's plan.

41.5 Opt-out of health insurance

Employees who are eligible for health insurance but who forego coverage shall be paid the following, Annual Opt-Out Payments. Annual Opt-Out Payments shall be paid in two, semi-annual installments of one-half of the total. The first installment is due on or about June 30 and the second on or about November 30. The Board will do its best to accommodate individual circumstances for those who are unable to opt-out at this time.

Opt-Out Payments shall be included in the employee's paycheck.

Rates for insurance opt-out

Plan	Annual Opt-Out Payment
Single	\$1,500.00
Employee + Spouse	\$2,000.00
Employee + Child(ren)	\$2,000.00
Family	\$4,000.00
Family to Single	\$2,500.00

Any number of people currently on the family plan can switch to single coverage.

However, only a maximum total of fourteen can drop coverage entirely. The opt-out opportunity will be made available in the following order:

1-Family

- 2-Employee + Spouse
- 3-Employee + Child(ren)
- 4-Single

41.6 Payments pursuant to this section are not available to employees who receive opt-out payments pursuant to §41.5.

Employees who would otherwise enroll in single coverage but who are ineligible to do so shall be paid an annual, lump sum payment of \$750.00. Employees who would otherwise enroll family coverage but who are ineligible to do so shall be paid an annual, lump sum payment of \$1,500.00.

Payments pursuant to this section shall be made on the payday for the first pay period beginning on or after January 1 and shall be included in the employee's paycheck.

41.7 Payments pursuant to this section are not available to employees who receive opt-out payments pursuant to §41.5.

Employees who are enrolled in single coverage but who are ineligible to receive the HSA payment referenced in §41.2 shall be paid an annual, lump sum of \$1,745.00. Employees who are enrolled in family coverage but who are ineligible to receive the HSA payment referenced in §41.2 shall be paid an annual, lump sum of \$3,490.00.

Payments made pursuant to this section shall be made on the payday for the first pay period beginning on or after January 1 and shall be included in the employee's paycheck.

41.8. The Board shall offer the same dental, vision and life insurance policies in calendar year 2014 that it offered in calendar year 2013.

ARTICLE 42 RETIREMENT BENEFITS

§42.1 Retirement benefits shall be provided through the State Teachers Retirement System and the Public Employees Retirement System. The Board and the Employee shall contribute the appropriate statutory amount. The Employee's contribution shall be by payroll deduction and shall be tax deferred.

ARTICLE 43 MISCELLANEOUS

§43.1 The Board agrees that the local Union shall be permitted to utilize the internal mailboxes for transmitting authorized Union communications regarding official Union business to the Bargaining Unit Employees.

Restrictions applicable to Union bulletin board postings as contained in Article 35, §35.2 shall also be applicable to any materials through the internal mailbox system.

§43.2 The Board agrees to permit the Union to utilize the board's facilities for Union meetings with the advance approval of the Superintendent or his designee.

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

ARTICLE 44 APPLICATION OF CIVIL SERVICE

§44.1 Ohio Revised Code and Ohio Administration code control on a given matter unless specifically overridden by a specific provision of this agreement.

It is further agreed that the Ohio State Personnel Board of Review shall have no jurisdiction regarding appeals by Employees included in the Bargaining Unit. Where this agreement is silent on any subject, the applicable Board policy shall govern.

ARTICLE 45 SEVERABILITY

§45.1 This agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace.

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

ARTICLE 46 NO STRIKE/NO LOCKOUT

§46.1 The Board and the Union realize that a strike could create a clear and present danger to the health and safety of the individuals served by the Board and that the agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, picketing, or any other concerted activities which interrupt the operations or services of the Board by its members during the life of this agreement.
- B. The Board agrees that neither it, its officers, agents nor representatives will lockout Bargaining Unit Employees during the term of this agreement unless such Employees have violated Section A above.

§46.2 Nothing in this article shall be construed to limit or abridge the parties' right to seek any available remedies provided by law to deal with any unlawful strikes, job actions or lockouts.

ARTICLE 47 GUIDELINES FOR NEGOTIATIONS

The following guidelines for negotiations shall be applicable to all future negotiations between the parties:

§47.1 If either party desire to modify, amend, or terminate this agreement, it shall notify the other in writing of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date, or later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice of intent shall be sent by certified mail with return receipt requested.

§47.2 Location of Meetings. Meetings will be held on the premises of the Board.

§47.3 Dates and Times of Meetings. Sessions will be scheduled by mutual agreement on an as-needed basis. Sessions will normally be for three (3) hours maximum duration. Nothing herein shall prohibit the parties from mutually consenting to extend the sessions.

The date and time of the next negotiating session shall, if possible, be agreed upon before the close of each session.

Negotiations sessions shall be conducted during the non-work hours of the Bargaining Unit Employees involved, unless the parties are required otherwise by the mediator's schedule.

§47.4 Bargaining Committee Composition. The Union team will consist of no more than six (6) Bargaining Unit participants. The Board's bargaining team shall consist of no more than six (6) participants.

§47.5 Chief Negotiator. There shall be only one (1) spokesperson (the Chief Negotiator) for each party. It is recognized that, upon occasion, other team members may address issues.

§47.6 Request for Data. All requests for data shall be in writing. Available and relevant data necessary for the Union to adequately represent its interest will be furnished by the Board. A reasonable fee may be assessed to cover the cost of furnishing such data.

§47.7 Written Proposals/Material. All formal proposals shall be in writing and submitted in sufficient quantity to provide copies for each member of the other party's bargaining team. Either party may at any time during negotiations, offer verbal (table) counters to written proposals.

§47.8 Meeting Notes. No mechanical recording devices shall be used during negotiating meetings, and each party is responsible for taking its own notes.

§47.9 Caucus. A caucus may be called at any time during negotiations by the Chief Negotiator for either committee.

§47.10 News Media. It is agreed that during the negotiating period, through mediation, neither party will issue a statement to the news media. If, in the normal conduct of negotiations, such press releases should become necessary, the content must be mutually acceptable.

§47.11 Order of Proposals and Counter Proposals. The parties agree that they will attempt to reach tentative agreement on all non-economic issues, before the parties commence negotiations on the language regarding items of an economic nature.

Upon receiving the Union's initial proposals, the Board will respond with written proposals and counter proposals on all non-economic issues at the next scheduled negotiating session, unless a different date for response is otherwise mutually agreed upon. After the non-economic issues are resolved or have been thoroughly discussed, the Board shall respond with written proposals and counter proposals regarding the economic items; OR, economic and non-economic issues may be proposed jointly by the parties.

§47.12 Agreements Articles or, when appropriate, sections of articles agreed to by the parties will be reduced in writing, duplicated, dated and signed by the negotiating committees as tentative agreements.

It is mutually agreed that such tentative agreement shall resolve the respective Section or Article in question, and that no further negotiations on the same issue shall be required until such time as a total agreement is reached on all issues and the agreement is either accepted or rejected by the respective parties. Tentative agreements shall not be made effective until the total final agreement is signed by both parties.

After final tentative agreement is reached on all articles, the Union bargaining committee will present the agreement to the membership of the Union.

In the event that the Board fails to act on the agreement within thirty (30) calendar days of receipt, the agreement shall become effective on the thirty-first (31st) day following receipt. If either party rejects the agreement, the parties shall meet at least one (1) time with a mediator to attempt to resolve the issues. Such meeting shall occur within five (5) work days following notice of rejection to either party.

Upon ratification by the board and the local Union, the bargaining committee will meet within twenty (20) calendar days to execute the agreement by affixing signatures of the parties.

§47.13 Impasse Procedures. The parties agree to negotiate for a period of ninety (90) calendar days following the date of their first meeting. If the parties have not reached an agreement within forty-five (45) days following the date of their first meeting, or sooner, it mutually agreed, they shall request the assistance of a mediator from Federal Mediation and Conciliation Service. If the parties are unable to reach an agreement with the assistance of the mediator by the end of the ninety (90) day bargaining period, the Union may exercise its right to strike subject to the provisions of Ohio Revised Code Chapter 4117.

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

ARTICLE 48 WHOLE AGREEMENT, DURATION OF AGREEMENT

§48.1 The parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, the Board, Employees and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, unless otherwise specifically provided herein, to bargain collectively or individually with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement. The provisions of this agreement constitute the entire agreement between the Board and the Union and all prior agreements and practices, either verbal or written, are hereby cancelled.

§48.2 This agreement shall be reopened for negotiations no later than October 1, 2014 and October 1, 2015 consistent with the procedure outlined in Article 46 to negotiate regarding Article 16 (Wages) and Article 41 (Health, Vision, Dental and Life Insurance). No other articles are subject to automatic reopening pursuant to this section.

§48.3 This agreement represents the total and complete agreement on all matters subject to bargaining between the Board and the Union and shall be effective January 1, 2014 and shall remain in full force and effect through December 31, 2016, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written, unless one (1) party gives written notice as provided herein.

D. Baird Chapman

President of Local #794
Paulding County DD

Stacy Cox

Paulding County DD Local #794

Sean Schlatte

Paulding County DD Local #794

Jessie Brewer

The Paulding County Board of
Developmental Disabilities

Jane M. Gorkson

The Paulding County Board of
Developmental Disabilities

Stacy Hill

The Paulding County Board of
Developmental Disabilities

APPENDIX A

Effective: January 1, 2014

Schedule A	
BASE	8.96
1	9.36
2	9.81
3	10.26
4	10.78
5	11.29
Bus Aide	

Schedule B	
BASE	9.14
1	9.82
2	10.58
3	11.36
4	12.20
5	13.15
Adult Services Provider	
Aide	
Early Intervention Aide	

Schedule C	
BASE	11.56
1	11.91
2	12.27
3	12.65
4	13.03
5	13.42
Bus Driver	

Professional Salary Schedule

Effective: January 1, 2014

This table assumes a work year of 183 day, 7 hours per day (1281 hrs./yr.). Salaries for employees who work different schedules shall be pro-rated.

Step	No D.	BA	150	MS	M+15	M+30
0	25,785	29,809	30,942	32,641	33,297	33,952
	0.865	1.000	1.038	1.095	1.117	1.139
1	27,096	31,240	32,551	34,400	35,115	35,801
	0.909	1.048	1.092	1.154	1.178	1.201
2	28,199	32,492	33,893	35,920	36,665	37,380
	0.946	1.090	1.137	1.205	1.230	1.254
3	29,332	33,744	35,264	37,440	38,215	38,960
	0.984	1.132	1.183	1.256	1.282	1.307
4	30,435	34,966	36,635	38,990	39,765	40,540
	1.021	1.173	1.229	1.308	1.334	1.360
5	31,568	36,218	38,036	40,510	42,120	42,925
	1.059	1.215	1.276	1.359	1.413	1.440
6	32,700	37,500	39,407	42,060	43,730	44,564
	1.097	1.258	1.322	1.411	1.467	1.495
7	32,700	38,752	40,779	43,581	45,339	46,204
	1.097	1.300	1.368	1.462	1.521	1.550
8	32,700	40,033	42,180	45,131	46,949	47,873
	1.097	1.343	1.415	1.514	1.575	1.606
9	32,700	41,315	43,581	46,711	48,559	49,513
	1.097	1.386	1.462	1.567	1.629	1.661
10	32,700	42,597	44,982	48,261	51,182	52,136
	1.097	1.429	1.509	1.619	1.717	1.749