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AGREEMENT BETWEEN

**PREBLE COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

AND THE

**OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES, AFSCME
LOCAL 54, AFL-CIO**

JANUARY 1, 2014 through June 30, 2014

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ARTICLE 1 **PURPOSE**

Section 1.1 This Agreement is made by and between the Preble County Board Developmental Disabilities ("Board" or "Employer") and the Ohio Association of Public School Employees, Chapter number 054, affiliated with AFSCME ("Union") pursuant to the terms of Ohio Revised Code Chapter 4117.

Section 1.2 The purposes of this Agreement include the following: 1) To recognize the legitimate interest of the employees to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote cooperation and harmonious labor relations between the Board, employees and the Union; 3) To attract and retain qualified employees by providing benefits compatible with the financial resources of the Board; 4) To promote efficiency and improved service to the consumers of Board services; 5) To provide for the peaceful and equitable adjustment of differences that may arise; and, 6) To ensure that all employees receive fair and impartial treatment by both parties.

Section 1.3 After execution of this contract, the parties shall split the costs for the reproduction and distribution of this agreement. The Board shall notify OAPSE of any new employees with each monthly dues remittance.

ARTICLE 2 **RECOGNITION**

Section 2.1 The Board hereby recognizes the Ohio Association of Public School Employees, AFSCME Local 4, AFL-CIO as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters related to wages, hours, or terms and other conditions of employment for all Bargaining Unit employees identified as: "Adult Day Support Team Leader, Mechanic, Program Specialist, Job Coach, Delegated Nurse, Recreation Coordinator, Vehicle Operator/Transportation Coordinator, Vehicle Aide/Administrative Assistant, and Vehicle Operators".

All other employees, all management employees, supervisors and confidential employees as defined by Ohio Revised Code Chapter 4117, and seasonal and casual employees as defined by SERB are excluded from the bargaining unit.

ARTICLE 3 **NEGOTIATION PROCEDURE**

Section 3.1 Good faith negotiations mean to negotiate with the view of reaching an agreement, if possible, but do not compel either party to agree to a proposal or to require concessions.

Section 3.2 Either the Board or OAPSE may initiate negotiations by serving written notice to the Superintendent or designee or OAPSE president or designee not more than 150 days, or less than 60 days, prior to the expiration of this Agreement. The party initiating negotiations will

notify SERB of the notice to negotiate and the parties will schedule an initial negotiation session within a reasonable time thereafter. Each party shall have the right to designate its own representatives.

Section 3.3 When the Board and OAPSE reach tentative agreement on all negotiation matters, the agreement will be submitted first to the Union for ratification and, if ratified, then to the Board for ratification. If the parties reach impasse in their efforts to reach a new bargaining agreement, Chapter 4117's dispute resolution procedures will govern.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.1 **Pledge Against Discrimination** The Employer and the Union agree not to interfere with the desire of any employee to become, remain, or refrain from becoming a member of the Union, or restrain or coerce employees in the exercise of the rights guaranteed in Ohio Rev. Code Chapter 4117

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.1 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Agency. Except to the extent modified by the provisions of this Agreement, the Agency reserves and retains solely and exclusively all of its legal rights to manage its operations, as such rights existed prior to the execution of this Agreement with the Union. The rights of the Agency shall include, but shall not be limited to, the right to establish, change or abolish policies, practices, rules, or procedures for the conduct of its programs, its employees and its services to its consumers, consistent with the provisions of this Agreement.

Section 5.2 The Union recognizes and agrees that, except as specifically limited by a provision of this Agreement, all rights to manage, direct, or supervise the operations of the Agency and all of the employees, are vested solely and exclusively with the Agency and/or the Agency's designated representatives. The Agency's exclusive rights shall include, but shall not be limited to, the following:

- A. To determine matters of inherent managerial policy including, but not limited to, areas of discretion or policies such as the mission, functions and programs of the office, its goals, objectives and services, standards of services, its overall budget, utilization of technology, personnel and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, schedule, supervise, evaluate, retain, lay off, recall or discipline for just cause, and to maintain order among employees;
- C. To maintain and improve the efficiency and effectiveness of governmental operations, to make any and all rules and regulations, and otherwise to exercise the prerogatives of management;

- D. To determine the overall methods, process, means or personnel by which operations are to be conducted, to manage and determine the location, type, and number of physical facilities, equipment, programs, and work to be performed, to establish starting and quitting times, the numbers of hours of to be worked, work schedules, and assignments, and to determine the necessity for overtime and the amount required thereof;
- E. To determine the size, composition and adequacy of the work force, to establish, modify, consolidate and determine staffing patterns, including, but not limited to, the right to determine when a vacancy exists, qualifications required and schedules and duties performed;
- F. To determine, and from time to time re-determine, the number, locations, relocations and types of functions the Agency performs;
- G. To maintain the security of records and other pertinent information;
- H. To determine and implement necessary actions in emergency situations;

Section 5.3 The Union agrees that all of the Agency's functions, rights, powers, responsibilities, and authority in regard to the operation and direction of its work force and business that the Agency has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Agency.

ARTICLE 6 **LABOR-MANAGEMENT COMMITTEE**

Section 6.1 The parties recognize that certain subjects are matters of mutual interest to the parties but are not subjects for formal bargaining. Labor-Management meetings are not intended to be negotiation sessions or to alter or amend the Agreement.

Section 6.2 For this purpose, a Labor-Management Committee shall be established. The committee shall consist of up to two (2) management representatives and up to two (2) employees. The Employer and OAPSE will choose their own representatives. Committee meetings shall be held quarterly, but may be held more frequently as mutually agreed. Meetings shall be held at mutually convenient times, and shall be closed to the public.

ARTICLE 7 **NO STRIKE-LOCKOUT**

Section 7.1 The Union agrees that during the term of this Agreement it will not call or support or participate in any work stoppage or strike by the employees of this bargaining unit against the Employer. A violation of this article shall be sufficient grounds for discipline, up to and including termination.

Section 7.2 The Employer agrees that during the term of this Agreement it will not lockout employees.

ARTICLE 8 **UNION REPRESENTATION\BULLETIN BOARDS**

Section 8.1 The Employer agrees to recognize the Union President and two (2) additional Union representatives. The Union will notify the Superintendent in writing of the names of the employee representatives and of any changes that may occur. Except as specifically set forth in this Agreement, the employee representatives may not conduct Union business during his work hours.

The Union President and employee Stewards will be given release time to participate in grievance, pre-disciplinary, and investigatory meetings with supervisors held during working hours. Release time approval shall be obtained from the Employee's immediate supervisor. Release time will be given to one Union representative at a time to attend meetings held during working hours. Generally, the Union President will be the representative chosen to attend grievance meetings.

Section 8.2 Non-employee Union representative(s) shall be admitted to the facility for the purpose of processing grievances or for monitoring the administration of this Agreement, upon prior notice and approval of the Employer or designee. Non-employee representative's access will be limited to the Administrative offices and other public areas and will not be permitted access to any secured or restricted area except in the company of the Superintendent or designee during a grievance investigation. Union stewards shall not conduct any investigation with or in the proximity of any individuals served.

Section 8.3 The Union will be permitted to install and maintain two (2) bulletin boards at both production and transportation departments for the exclusive use of OAPSE. No material may be posted on the Union bulletin board that contains the following:

- A. Personal comments or attacks on any Board employee, or other unlawful, discriminatory, harassing, or unprofessional material.
- B. Derogatory attacks upon the administration or any Board or government official.
- C. Attacks or comments regarding any other employee organization.
- D. Material or comments regarding a public office holders or candidates for public office or any campaign materials or partisan or nonpartisan political announcements, posters, stickers, buttons, or related material.

No Union related materials may be posted in the Employer's facilities or on the Employer's equipment except for the Union bulletin board. Only Union material shall be permitted on the Union bulletin board. Any violation of the provision of this Article shall be immediately removed from the bulletin board by the Employer or by the Union.

Section 8.4 The Union will be permitted reasonable use of the Employer's copy machines for five cents (.05) per copy. The Union may use Board meeting rooms that are otherwise open to the public, at no cost, if a request is made in accordance with established procedures. Upon request, the Union will be provided with public records including, but not limited to, job descriptions, work rules or Board meeting minutes, subject to appropriate fees.

ARTICLE 9 **DUES DEDUCTION**

Section 9.1 The Board agrees to deduct Union dues from the wages of any Employee who submits a written request to the Board. The Union will notify the designated Board representative annually of the dues it charges, and will update this information as needed. The Board shall not be obligated to make dues deductions from any employee who, during any dues month involved, failed to receive sufficient wages to make all standard deductions in addition to Union dues deductions, submits a written request to cease such deductions, or ceases to be employed in a bargaining unit position.

Section 9.2 All employees in the bargaining unit, who are not members of the Union, after sixty days from the date of hire, shall pay a Fair Share Fee in accordance with Section 4117.09 of the Ohio Revised Code. The Union shall inform the Employer of the amounts to be deducted under this Section. The Union shall notify the Board of the Fair Share fee amount and of any changes in the fair share fee amount in the same manner as notification of amounts and changes in dues deductions.

Section 9.3 It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of provisions of this Article, and the Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an Employee(s) files an action against the Employer and/or Union regarding the deductions made under this Article, all dues deductions shall cease immediately.

Section 9.4 The Union agrees to submit written notification to the Board's designated representative at least thirty days before making any changes in an employee's dues deductions.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 10.1 The Board and the Union recognize that in the interest of effective relationships, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. No reprisals shall be taken against any Employee initiating or participating in the grievance procedure. The parties recognize and agree that informal resolution of grievances should first be attempted, where reasonably possible, prior to the submission of a formal, written grievance.

Section 10.2 A grievance is an allegation that there has been a misinterpretation or violation of an express provisions of this Agreement, or a claim arising as the result of disciplinary action. For the purposes of this Article, disciplinary action is any reduction in pay and/or position (except for layoffs), suspension, or removal. Discipline that does not fall within this definition is not grievable or arbitrable. Grievances regarding discipline may be initiated at Step Three.

The Grievance Procedure shall not be used to affect changes to, or modifications of, this Agreement. One employee or a group of employees may initiate a grievance.

Section 10.3 Grievances must be completed and filed on the forms provided by the exclusive representative and must contain the following information: employee's name and signature; date grievance occurred; article(s) allegedly violated, description; and, desired remedy. These forms shall be available from the union president.

Section 10.4 An aggrieved person may have a union representative present at any step in the grievance procedure.

Section 10.5 Grievance Procedure Steps

A. Step One - Immediate Supervisor An employee having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the employee within ten (10) calendar days from when the employee knew, or should have known, of the events or circumstances giving rise to the grievance. Grievances brought to the supervisor (except as otherwise provided herein) beyond the ten (10) calendar day limit will not be considered.

B. Step Two – Department Director Should the Employee not be satisfied with the Step One answer, he may appeal the grievance to the Department Director or designee within ten (10) calendar days after receipt of the Step One response. The Department Director or designee will date the form, accurately showing the date his office received the form.

The Department Director or designee will review the information pertaining to the grievance and may hold a meeting with the Grievant to discuss the grievance. The Department Director or designee will render a written decision within ten (10) calendar days of either receipt of the grievance or the grievance meeting, whichever is later.

C. Step Three – Superintendent Should the Employee not be satisfied with the Step Two answer, he may appeal the grievance to the Superintendent or designee within ten (10) calendar days after receipt of the Step Two response. The Superintendent or designee will date the form, accurately showing the date his office received the form.

The Superintendent or designee will review the information pertaining to the grievance and may hold a meeting with the Grievant to discuss the grievance. The Superintendent or designee will render a written decision within ten (10) calendar days of either receipt of the grievance or the grievance meeting, whichever is later.

D. Step Four - Arbitration If the Union is not satisfied with the answer in Step Three, within ten (10) calendar days after receipt of the Step Three response, (or ten (10) days after the Step Three meeting if no response is received) the Union may appeal to Arbitration by serving the Employer a written notice of intent to arbitrate. Within forty-five, (45), days of the Employer's receipt of the notice of intent to file under the grievance arbitration procedure, the Union, shall by letter, solicit nominations for arbitrators from the American Arbitration Association ("AAA") to hear the arbitration. Failure to appeal to arbitration or to request a list within the prescribed timeframe shall result in the grievance being denied as untimely.

Upon receipt of such list of arbitrators, the parties may agree upon an arbitrator or may use the Voluntary Rules of Selection promulgated by AAA. Arbitration proceedings shall be conducted under AAA's Voluntary Labor Arbitration Rule, except as modified by the provisions of this Agreement. An issue of timeliness and/or arbitrability may be submitted to the arbitrator before the merits of the grievance are heard.

Employee witnesses the Employer mandates to appear at the arbitration shall not suffer any loss in pay for testifying during their normal working hours. Employee witnesses called by the Union will be permitted to take their accumulated leave time, or approved unpaid leave time, to testify at the arbitration hearing if such time is during regularly assigned working hours. Leave for arbitration testimony will only be granted when requested in accordance with Board procedures and provided that the needs of the Board and the safety of the individuals served are not compromised.

Disputes may only be submitted to arbitration during the life of this Agreement or while the parties are actively negotiating for a successor Agreement.

At least ten (10) calendar days prior to the date scheduled for arbitration, the parties will, upon request, exchange the names of witnesses and the documents intended to be used in an arbitration hearing in their case.

The Arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The Arbitrator shall not grant relief that extends beyond the termination date of this Agreement or while the parties are actively negotiating for a successor Agreement. The Arbitrator may not make an award or decision that in effect grants either party that which it was unable clearly to secure during past collective bargaining negotiations. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall, absent mutual agreement of the parties, have no authority to determine any other issue not so submitted.

It is expressly understood that the decision of the Arbitrator, within his function and authority as set forth herein, shall be final and binding upon both parties. The Arbitrator's decision and award shall be in writing and will state the rationale for the decision.

The expense of any non-Employee witnesses shall be borne, if at all, by the party calling that witness. The requesting party shall be responsible for paying court reporter fees; however, such fees shall be split equally if both parties desire a reporter or request a copy of the transcript. The

costs of the services of the arbitrator, the fee of the arbitrator and the arbitrator's housing and lodging, if any, shall be borne by the losing party. In the event the arbitrator's decision fails to grant the requested award of either party and represents a "split decision", the parties shall share the costs and fees.

Section 10.6 Any grievance not advanced to the next step by the grievant or the Union within the time limits in that Step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall be deemed denied and may be presented by the grievant or the Union to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual written agreement.

Section 10.7 This grievance and arbitration procedure shall be the exclusive method of resolving disputes arising from the terms of this Agreement. This procedure shall be the exclusive remedy for the appeal of disciplinary actions as set forth in this Agreement to the extent not inconsistent with law.

ARTICLE 11 **SENIORITY**

Section 11.1 Seniority shall be defined as an employee's uninterrupted length of continuous service with the Board in a regular full-time or part-time position, as computed from the employee's most recent commencement of work. An employee shall have no seniority for the probationary period provided for in this Agreement, but upon completion of the probationary period seniority shall be retroactive to the commencement of work.

- A. The following conditions constitute a break in service for which seniority is lost: termination of employment, including, firing, resignation, and retirement, and a layoff once recall rights have expired.
- B. The following are periods during which seniority does not accrue, but which do not constitute a break in service wherein seniority is lost: authorized unpaid leaves of absence provided the employee returns to active service following the expiration of the leave; a layoff while recall rights are pending; and, disciplinary suspensions.

Section 11.2 The Employer will maintain a current seniority list setting forth the present seniority dates for all employees. The list shall be posted annually. This list shall resolve all questions of seniority affecting employees. Disputes as to seniority shall be raised within ten days of the posting of the seniority list. In the event one or more employees have the same hire date, seniority will be based upon social security numbers, with the highest number dictating highest seniority.

ARTICLE 12 **LAYOFF**

Section 12.1 The Employer shall determine whether a layoff shall occur, the timing of the layoffs, the number of employees to be laid off, and in which classification layoffs will occur. A reduction in the number of hours scheduled in a workweek for some or all employees shall not

constitute a layoff. Employees may be laid off as a result of a lack of work, lack of funds, reorganization, or job abolishment.

Section 12.2 The Employer will notify the Union and each affected employee to be laid off at least fourteen (14) calendar days before the date of layoff.

Section 12.3 Whenever a reduction in the work force occurs, bargaining unit employees within the affected classifications shall be laid off based upon their overall Board seniority in the affected classifications.

Section 12.4 A laid off employee shall be placed on a recall list for a period of one year. If a recall occurs in the classification the employee held at the time of layoff, employees who are still on the recall list shall be recalled in reverse order of their Board seniority. Laid off employees are required to maintain the minimum qualifications of the available position, including but not limited to all required credentials, certifications, registrations, or licensures, to be eligible for recall.

Section 12.5 Notice of recall will be sent to the employee by certified mail and the Union President shall be notified. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address the employee provided to the Employer in writing. A recall list will be provided to the Union President.

Section 12.6 The recalled employee shall have fourteen (14) calendar days following the date of certified mailing of the recall notice in which to return to work. An employee who fails to report for duty within the fourteen (14) days shall be considered to have resigned from employment.

ARTICLE 13 **JOB DESCRIPTIONS / JOB DUTIES**

Section 13.1 If the Employer determines it is necessary to change any job description, employees working under the job description to be changed shall be provided input into the process.

ARTICLE 14 **WORK RULES AND INFORMATION ORDERS**

Section 14.1 The Union recognizes the Employer's authority to promulgate work rules, policies, standards of conduct, directives and general orders for the operation of the Preble County Board of DD. The Board recognizes that they must negotiate with the Union on mandatory subjects of bargaining.

Section 14.2 Board work rules and updates will be distributed to each employee in a timely manner. Nothing in the work rules shall be directly contrary to the terms and conditions of this agreement.

Section 14.3 The Board is responsible for providing safe working conditions and work methods for its employees. Employees are responsible for following all safety rules and safe working methods and for reporting any safety concerns to management.

ARTICLE 15 BREAK TIME

Section 15.1 The Board will provide full-time on-site direct care workers with a thirty minute on-site paid break during their working day. This break will be uninterrupted except in the event of an emergency. The Employer will provide a room with a door for employees to take their break. The mechanic will receive a one hour, uninterrupted unpaid lunch break.

Section 15.2 Employees may be permitted a ten minute break in the afternoon or morning, subject to operational needs.

ARTICLE 16 VACATION

Section 16.1 Employees shall earn vacation leave according to the following schedule. All part-time/full-time bargaining unit employees who work less than eighty (80) hours on a bi-weekly basis shall earn vacation leave on a pro-rated basis based upon hours actually worked.

<u>Years of Service</u>	<u>Maximum Annual Accumulation</u>	<u>Maximum Bi-weekly Accrual</u>
Less than 1	0 hours	
1 year but less than 8	80 hours	(3.10 / 80 hours)
8 years but less than 15	120 hours	(4.60 / 80 hours)
15 years but less than 25	160 hours	(6.20 / 80 hours)
25 years or more	200 hours	(7.70 / 80 hours)

Section 16.2 Vacation credit accrues while an employee is on paid leave. No vacation credit is earned while an employee is in an unpaid status, including an unpaid disciplinary suspension. Pro-rated vacation credit will be given for any part of a pay period.

Section 16.3 Vacation may be taken in one-half (1/2) hour increments. Employees shall submit all requests for vacation in writing to their immediate supervisor. Vacation requests must be submitted at least ten (10) work days in advance of the vacation. Vacation requests will be approved or denied within five (5) work days of their submission. Approval of vacation time shall not be unreasonably withheld. All vacation requests are subject to employer approval. Vacation requests shall be awarded on a first come, first serve basis. Should a conflict arise concerning a request for vacation dates, the employee who submitted his or her request first shall be given preference. However, if multiple requests for vacation leave for the same dates have been submitted on the same day and all requests cannot be allowed, the more senior employee shall be given preference, notwithstanding the fact that a less senior employee may have

submitted a request for the same dates on that day. If a request is denied, a written explanation as to why the request was denied will be given to the employee.

Section 16.4 The employee shall take vacation leave during the year in which it is accrued and prior to the next recurrence of the employee's hire date with the Board.

Section 16.5 Employees are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of resignation or retirement. No employee will be paid for vacation leave earned if employment with the Board is terminated before one year of service with the Employer. In case of an employee's death, accumulated, unused vacation leave will be paid to the employee's estate.

ARTICLE 17 **HOLIDAYS**

Section 17.1 The Board agrees to provide full time Bargaining Unit employees the following paid holidays as long as the employee was in paid leave status for the last scheduled work day before the holiday and the first scheduled work day following the holiday:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Section 17.2 Holiday pay will reflect the actual scheduled work hours for the day of the week on which the holiday occurs.

Section 17.3 Employees who are required to work on a holiday will be paid holiday pay for the number of hours they would normally be scheduled to work, plus compensation for the hours actually worked on the holiday at one and one-half times their regular rate of pay.

Section 17.4 To receive holiday pay, the employee must be in paid status on his assigned shift immediately preceding and immediately following the holiday.

Section 17.5 An employee will receive holiday pay rather than sick leave for any holiday that occurs when he/she is absent on approved sick leave.

Section 17.6 A holiday falling on a Saturday shall be observed on the nearest Friday; a holiday falling on a Sunday shall be observed on the nearest Monday.

ARTICLE 18 **INSURANCE**

Section 18.1 Full time bargaining unit employees shall be entitled to the same health and life insurance benefits as other Board employees enrolled in the Board's health and life insurance plans. It is agreed and understood that the schedule of benefits for bargaining unit employees shall be the same as those set forth for all other Board employees on the Board's health plan. It is further agreed and understood that the monthly premium contributions for bargaining unit employees shall be the same as those set forth for all other Board employees on the Board's health plan. The Board will pay no less than eighty percent (80%) of the monthly medical insurance premium. The Union recognizes the Employer's right to secure alternate insurance carriers and to modify insurance coverage and/or benefits, which measures may be used to maintain or lessen premium costs.

Section 18.2 If the Board determines that it is desirable to establish any committee or procedure for the purposes of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure may be selected by the Union. The formulation of any committee or procedure as described in this Section shall be at the sole discretion of the Board or the Board's designee.

Section 18.3 The Board will provide a group life insurance policy of \$20,000 for each full-time employee.

ARTICLE 19 **WAGES**

Effective January 1, 2014, all bargaining unit employees shall receive a 3% wage increase.

* The delegating nurse will receive a nursing stipend of \$0.45/hour for time spent as the delegating nurse.

ARTICLE 20 **FLEX/COMPENSATORY TIME**

Section 20.1 Flex Time Employees who regularly work a forty (40) hour week may flex their hours within an individual work week with prior written approval from their supervisor. Employees who regularly work less than a forty (40) hour week may flex their hours within a thirty (30) day time period, with prior written approval from their supervisor and so long as the flex time does not result in overtime. Flex time may not result in overtime for the employee.

Section 20.2 Compensatory Time Employees may elect to receive compensatory time in lieu of overtime. Compensatory time will accrue at one and one-half times (1½) the hours actually worked in excess of forty (40) in a work week. Compensatory time will be capped at thirty (30) hours per year. Compensatory time that exceed the thirty (30) hour cap, or that remains at the end of the calendar year, shall be paid out.

ARTICLE 21 **SICK LEAVE**

Section 21.1 Each employee shall be granted sick leave of .0575 hours for each hour in active pay status (e.g. for each eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave). Sick leave may be used in thirty (30) minute increments. The number of sick leave days employees may accumulate shall be unlimited, except that no employee may accrue more than one hundred twenty hours (120) of sick leave per year.

Section 21.2 Credit is given for all time the employee is in active service and pay status, including vacation and sick leave.

Section 21.3 An employee is to be charged for sick leave only for days upon which he/she was scheduled to work. The amount of sick leave charged for such a day will correspond to the number of hours the employee was scheduled to work on the day of the absence.

Section 21.4 Sick leave may be used for absences due to personal illness, pregnancy, medical or dental treatment/injury, exposure to contagious disease which could be communicated to other employees or individuals/riders, and for illness, injury or death in the employee's immediate family. Travel time to the appointment shall be permitted.

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, sister-in-law, brother-in-law, legal guardian, or other person who stands in the place of a parent.

Section 21.5 When an employee is unable to report to work, he/she shall notify their immediate supervisor or other designated person, at least one (1) hour prior and transportation staff two (2) hours prior to the time he/she is scheduled to report to work on each day of the absence, unless other arrangements are made with the employee's supervisor.

Section 21.6 The Employer may require the employee to provide a doctor's statement to verify an absence if the Employer reasonably believes sick leave abuse is occurring or if absence is for (3) consecutive work days or more. Falsification of an application for sick leave or a practitioner's statement, or failure to submit adequate proof of illness or injury, may result in the disapproval of leave, disciplinary action, or both.

Section 21.7 An employee who requests sick leave the day before or the day after a holiday or other approved leave must submit a certificate from his treating medical practitioner justifying the use of sick leave.

Section 21.8 Upon retirement from the Board, employees will be allowed to convert unused sick leave to a cash payment. Such Payment will be computed by taking one-fourth of the sick leave balance (not to exceed thirty (30) days or two hundred and forty (240) hours) times the current base rate of pay. Employees are only entitled to receive a sick-leave payout once in their lifetime.

The above payment shall be made to an employee's estate should an employee die while still employed with the Board.

ARTICLE 22 **ASSAULT LEAVE**

Section 22.1 Assault Leave Any employee who is physically injured in an assault by a person enrolled or appearing for evaluation to be enrolled in a program or service operated by the Employer may apply for assault leave to be used in lieu of sick leave and may be granted such leave subject to the following conditions.

Section 22.2 Conditions The injury must have resulted from an actual or attempted assault by an individual during an agency function when the employee is working 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 an individual. The incident which resulted in the injury must have been reported to the immediate supervisor at the time of its occurrence and an incident report submitted within the established guidelines for incident reports.

The injury or suspected injury sustained by the employee must have been seen by a doctor within twenty-four (24) hours of its occurrence. If a doctor is seen during the employee's workday and the doctor authorizes the employee's immediate return to work or return to work at a later date, the employee will notify their supervisor as soon as possible, but in no event later than four (4) hours prior to the starting time of their shift on the next day. This notification is for the purpose of scheduling other employees only.

Section 22.3 Days Allowed If the conditions above are applicable in a given instance and are met in full, the Employer will provide full compensation for each full and partial day of such absence for which there is not payment of workers' compensation to a maximum of five (5) working days per incident within seven (7) calendar days following. During this time period, the employee may only file a medical only claim with workers' compensation. If a subsequent Workers' Compensation award is made effective to the first day of the absence for an injury resulting in absence, workers' compensation paid to the employee will be returned to the agency by the employee.

ARTICLE 23 **LEAVES OF ABSENCE**

Section 23.1 Bereavement Leave Whenever there is a death in an employee's immediate family, the employee may use up to three (3) days sick leave to attend the funeral and related family matters. If an employee needs more leave than is provided in this Article, the employee may use other appropriate accumulated leave.

For purposes of bereavement leave, immediate family will be defined as mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, person related by blood or marriage who, at the time of his or her death, resided in the employee's household, or any person legally standing in the place of a blood or marital relation.

Section 23.2 Family And Medical Leave Act The parties agree to comply with the Family

Medical Leave act of 1993.

Section 23.3 Personal Leave Employees will be granted personal leave in January of each year to be used with Employer approval. Full-time and part-time employees will receive the equivalent of three working days per year of personal leave.

Personal leave days may be taken in minimum increments of one-half (1/2) hour. To use personal leave, an employee must be scheduled to work the day for which the leave is requested.

Personal days shall not carry over from year to year. Unused personal leave days are not paid out.

Section 23.4 Leave Of Absence Without Pay The Employer may, at its sole discretion, grant an employee a leave of absence without pay, for up to two years, for personal reasons. Employees on a leave of absence will be returned to the same or similar position unless such position has been abolished due to lack of work or funds. This Article is not subject to the grievance or arbitration provision of this Agreement.

Section 23.5 Military Leave The parties agree to comply with state and federal law regarding military leave.

ARTICLE 24 VACANCY AND SHOW OF INTEREST

Section 24.1 External Vacancies The Employer retains the exclusive authority to determine when a permanent vacancy exists. All external postings shall contain the position's shift, hourly rate, pay range, and qualifications as established per the job description. External job postings do not identify work areas. Upon request, a copy of the posting will be provided.

The Employer will consider all applicants for employment. The Employer will consider the following criteria in reviewing applicants: qualifications, education, training, work experience, discipline, and other factors relating to the position to be filled. If the top two applicants are equal in these criteria, the individual with the most Board seniority will be selected. Applicants applying under this section are applying for a vacant position, not a work area.

Permanent vacancies will be filled within ninety (90) days as long as the Employer has a pool of qualified applicants from which to choose.

Section 24.2 Work Areas The Board has the right to assign and transfer employees amongst the various work areas. When a work assignment in an area becomes available on a non-temporary basis, the Board will internally post the location of the assignment for five calendar days. Interested employees may submit a letter of interest and will be given first consideration for the area change. The area change is at management's discretion.

Section 24.3 Stipend Employees who receive a stipend and are involuntarily re-assigned will continue to receive their stipend for the period of time they have been involuntarily re-assigned.

ARTICLE 25 CALAMITY DAYS

Section 25.1 A calamity day is defined as a day when all Board operations are closed for the entire day due to public calamity, i.e., weather related emergency or other acts of God. All employees who are working or scheduled to work on a calamity day will receive their regular wages.

Section 25.2 Any employee required to work on a designated calamity day will receive their regular wages and an additional two hours of straight time pay.

Section 25.3 Transportation delays and/or closures are not considered to be calamity days. When a transportation route is delayed, transportation workers who are assigned and available to work that route will be paid their regular rate of pay for the delay time period. When a transportation route is closed, but other Board operations are open, the effected transportation workers will receive unpaid time off for their shift or may use accumulated, unused vacation or personal leave.

Section 25.4 When non-transportation Board operations are delayed, but not closed, employees scheduled and available to work will be paid at their regular rate of pay for the delayed hours. A delay of Board operations is not considered to be a calamity day.

ARTICLE 26 SHUT DOWN

Section 26.1 The Board may, at its discretion, engage in an unpaid shutdown of one or more of its facilities. Employees whose pay is affected by a shut-down will have such unpaid leave time pro-rated into their pay checks. The Board agrees to provide at least ninety (90) days written notice prior to discontinuing an established shut down. There will be an unpaid shut down for Spring, Summer, and Christmas for 2011 and 2012

ARTICLE 27 PROBATIONARY PERIOD

Section 27.1 Every newly appointed full-time employee will be required to successfully complete a probationary period of one hundred twenty days, excluding leaves of absence. Every newly appointed part-time employee will be required to successfully complete a probationary period of one hundred twenty days actually worked. Probationary employees do not have access to the grievance and arbitration procedure for any matters, including discipline or removal.

Section 27.2 Every newly promoted employee will be required to successfully complete a probationary period of one hundred twenty days. Newly promoted employees who do not

successfully complete their probationary period will be returned to their previously held classification, or to a similar classification, at any time during their probationary period. Employees returned to their former, or similar, classification under this section shall not have access to the grievance and arbitration provisions of this agreement for such action. A promotion is defined as accepting a position at a higher pay rate.

Section 27.3 Employees who move to positions with the same pay or less shall not serve a probationary period.

ARTICLE 28 **PERSONNEL FILES**

Section 28.1 Employees will have one primary personnel file. Disciplinary actions not in an employee's primary personnel file will not be used in subsequent disciplinary action against the employee. Any disciplinary or derogatory written materials placed in a personnel file shall be signed by the author and dated. Employees will be provided with a copy within ten (10) work days. The employee shall be given the opportunity to respond, in writing, to any material. The employee's written response shall be attached to the material and included in the personnel file.

Section 28.2 Employees will have the right, upon request and reasonable notice, to examine their personnel files. Such examination will be made at a time that is mutually agreeable with the Board and the employee and must be done in the presence of the Employer or its designated representative. The Employer will comply with state and federal law, including Ohio Rev. Code § 149.43 regarding the release and retention of personnel and other employee records.

Section 28.2 If, upon examining his personnel file, an employee has reason to believe any of the documents contained therein are inaccurate, he may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the employee's contentions, it shall remove the faulty document from the personnel file. If the Employer does not concur with the contentions of the employee, the employee may submit a written memorandum explaining his concern to be attached to the document in question.

ARTICLE 29 **PERFORMANCE APPRAISALS**

Section 29.1 A written evaluation of each employee will be performed on an annual or periodic basis, as established by the Board. The evaluation will be reviewed with the employee. If an employee feels an evaluation is not a true reflection of his job performance, he may submit a written request for review to the next higher person in the chain of command. The reviewing supervisor will meet with the employee within twenty calendar days and present the findings to the employee. If the employee is not satisfied with the review findings, he may submit a written request for review to the Superintendent. The Superintendent's decision shall be final. An employee may present written comments / rebuttal as an attachment to the evaluation form.

Section 29.2 An evaluator will attempt to provide specific written recommendations for improvement in cases where the evaluator believes it is warranted. Employees may request

specific recommendations for improvement from the evaluator, if such recommendations have not been provided.

ARTICLE 30 **DISCIPLINE**

Section 30.1 No employee shall be reduced in pay and/or position, suspended, removed, or otherwise disciplined except for just cause. Standards of progressive discipline shall be applied in normal circumstances. In cases of a serious nature, the progressive discipline may accelerate if the gravity of the offense warrants such action. Any employee shall be entitled to have a Union Representative present at any stage of an investigation, if requested.

Section 30.2 In the event an employee is to be given disciplinary action above a written reprimand, a pre-disciplinary meeting between the employee and the Board's designated representative will be arranged. The pre-disciplinary meeting will be scheduled not earlier than forty-eight, (48) hours after the time the employee is notified of the meeting and of the charges against him. The employee may have a Union Representative present for any meeting which could reasonably lead to discipline. The employee is responsible for notifying the representative.

Section 30.3 Discipline will be handled in a timely fashion. Disciplinary actions shall be grievable, but only suspensions, demotions and terminations shall be arbitrable.

Section 30.4 All records of disciplinary actions except those involving suspensions of ten (10) days or more, major unusual incidents (MUI's), workplace violence, dishonesty, insubordination, unlawful discrimination or harassment, and abuse or neglect of clients/consumers, shall have no force and effect for purposes of progressive discipline thirty-six (36) months after their effective date and shall be removed from the personnel file of the employee provided there has been no related discipline.

ARTICLE 31 **TOOLS**

Section 31.1 The Board agrees to furnish specialty tools as necessary to perform the functions of the job. Included in the specialty tools list are diagnostic tools (e.g. engine, transmission, brake scanners, brake meters, and brake programs) and oversize tools for bus repairs. The Board shall have sole discretion to determine whether the requested tools are necessary. The Board will provide an agency cell phone to the primary mechanic at no cost to the employee for business purposes only.

ARTICLE 32 **VEHICLE AIDES**

Section 32.1 Upon request of a driver for including an Aide on a bus, the Superintendent/designee will, within seventy-two hours of the request, have a meeting with the requesting driver who will explain why the need exists. The Superintendent/designee will investigate and make a determination as to whether such need exists. The Superintendent/designee's decision shall be final and not subject to the grievance or arbitration procedure.

ARTICLE 33 **PARTICIPATION AND DEVELOPMENT**

Section 33.1 Employees may provide their supervisor with verbal or written input into the support programs implemented as a result of the individual service plan.

ARTICLE 34 **INSERVICES / WORKSHOPS**

Section 34.1 If the Employer requires the attendance of employees at in-services, workshops, training, or conferences, then the employee will be paid his/her regular hourly rate for all time spent attending such activities. The employee will also be reimbursed for out of Preble County travel time at his/her regular hourly rate and for approved, incurred out of Preble County mileage at the Board-approved rate for mileage reimbursement. The Employer will pay any registration fee associated with such required activities, whether inside or outside Preble County.

Section 34.2 When an employee is out of county on authorized Board business, and the Employer determines that the employee's travel requires an overnight stay, pre-approved lodging for the employee shall be reimbursed. The Employer shall have the right to make reservations at accommodations for the employee. If the employee's required travel extends over a mealtime, then the employee shall be reimbursed for his or her reasonable meal expenses. The total maximum allowed under normal conditions is thirty dollars (\$30.00) per day. No reimbursement will be approved for alcoholic beverages or without original receipts. The employee will be reimbursed for approved meals, incurred mileage, at the Board-approved rate for mileage reimbursement, as well as for parking and toll expenses incurred by the employee if original itemized receipts are produced.

ARTICLE 35 **MEDICAL EXAMINATIONS / DISABILITY SEPARATION**

Section 35.1 If the Employer has reason to believe that an employee is unable to perform the essential functions of his/her position, the Employer may require the employee to be examined by a licensed medical practitioner of the Employer's choice at the Employer's expense. If the employee disagrees with the Employer's medical practitioner, the employee will submit documentation, from a qualified medical practitioner of the employee's choosing, to establish that the employee can perform the essential functions of his/her position, with or without reasonable accommodation. If the two reports conflict, the parties shall choose a mutually agreeable neutral licensed medical practitioner whose decision shall be final. The costs of the third examination will be born equally by the parties.

Section 35.2 If an employee refuses to go on leave status, has no leave available, or refuses to request paid or unpaid leave, the employee shall be deemed permanently separated from employment.

ARTICLE 36 **CONFLICT AND AMENDMENT**

Section 36.1 This Agreement is meant to conform to, and should be interpreted in conformance with, the Constitution of the United States, the Constitution of the State of Ohio, and all applicable Federal and State Laws. Should any provision or provisions of this Agreement become invalid by operation of law, or be declared invalid by any tribunal of competent jurisdiction, or be found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 36.2 Where this Agreement makes no specification about a matter, the public employer and public employees are subject to all applicable Board policies and resolutions that are not mandatory subjects of bargaining.

Section 36.3 In the event of invalidation of any portions of this Agreement by a court of competent jurisdiction, and upon written request of either party, the parties to this Agreement shall meet at mutually agreed times in an attempt to modify the invalidated provisions by good faith negotiations up and through the impasse procedure.

Section 36.4 Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and the Board.

Section 36.5 Unless specified herein, this Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successor, the State Personnel Board of Review and all Civil Service Statutes with the exception of Ohio Rev. Code §124.57. This Agreement also supersedes all Board resolutions or policies that directly conflict with provisions of this Agreement.

ARTICLE 37 **WAIVER IN CASE OF EMERGENCY**

Section 37.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Sheriff of Preble County, such as acts of God or civil disorder, the Employer may temporarily suspend the following conditions of this Agreement:

- A. Time limits for the processing of grievances; and,
- B. All work rules and/or agreements and practices relating to the assignment of Employees.

Section 37.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which such grievance(s) had progressed prior to the emergency.

ARTICLE 38 **DURATION AND EXECUTION**

Section 38.1 This Agreement shall be effective from January 1 2014 through June 30, 2014. This Agreement may be extended thereafter by mutual written agreement of the parties.

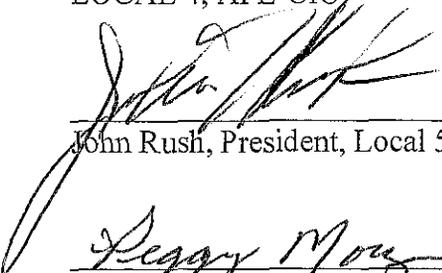
Section 38.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make unlimited demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

Therefore, both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter 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.

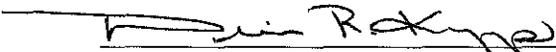
Section 38.3 IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this 11th day of March, 2014.

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

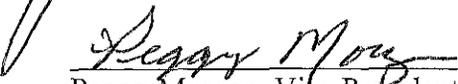
PREBLE COUNTY BOARD OF:
DEVELOPMENTAL DISABILITIES



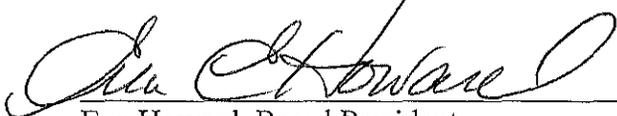
John Rush, President, Local 54



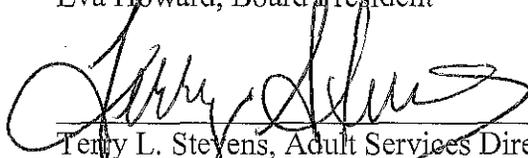
Diane R. Knupp, Superintendent



Peggy Morgan, Vice President, Local 54



Eva Howard, Board President



Terry L. Stevens, Adult Services Director



Marc Fishel, Labor Counsel