



14-MED-05-0754
1224-02
K30959
07/22/2014

AGREEMENT BETWEEN
JEFFERSON COUNTY
BOARD OF DEVELOPMENTAL DISABILITIES

AND

OAPSE LOCAL 383

August 17, 2014
Through August 16, 2017

SERB Case No.
2014-MED-05-0754

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 1 Intent and Purpose	1
Article 2 Union Recognition	1
Article 3 Management Rights.....	1
Article 4 Negotiations Procedures.....	2
Article 5 Dues Deduction/Fair Share	4
Article 6 Discipline.....	5
Article 7 Grievance Procedure	7
Article 8 Absenteeism/Sick Leave	10
Article 9 Vacation.....	13
Article 10 Holidays.....	14
Article 11 Family Medical Leave Act	14
Article 12 Unpaid Leave of Absence	15
Article 13 Court Leave	15
Article 14 Military Leave	16
Article 15 Assault Leave	17
Article 16 In-Service Days	17
Article 17 Personal Leave Days	18
Article 18 Payment Upon Retirement	18
Article 19 Insurance	18
Article 20 Seniority	19
Article 21 Probationary Period	20
Article 22 Layoff And Recall	20
Article 23 Non-Discrimination.....	21
Article 24 Union Rights.....	21
Article 25 Performance Appraisals	22
Article 26 Personnel Records	22
Article 27 Hours of Work and Overtime.....	23
Article 28 Assignment of Extra Trips/Bus Routes	24
Article 29 Vacancies/Bidding.....	25
Article 30 Safety And Health	26
Article 31 Drug and Alcohol Testing	26
Article 32 Physical Examination.....	27
Article 33 Immunizations and Medical Testing	27
Article 34 Smoking Regulations	27
Article 35 Attendance Incentive.....	27
Article 36 Wages	28
Article 37 Pay Days.....	28
Article 38 Classification Pay	29
Article 39 Ohio Public Employee Retirement System (OPERS).....	29
Article 40 People Deduction	30
Article 41 Labor Management Committee.....	30
Article 42 Contract Administration.....	30
Article 43 Duration of Agreement.....	31
Letter of Understanding.....	33

ARTICLE 1
INTENT AND PURPOSE

- A. This agreement is between the Jefferson County Board of Development Disabilities (who for the purpose of this agreement shall be referred to as “Management,” “Employer,” “DD,” or “Board”) and the Ohio Association of Public School Employees Local 383 (hereinafter referred to as the “Union”).
- B. The intent and purpose of Management and the Union in entering into this agreement is to set forth their agreement on wages, hours of work, and other conditions of employment, so as to promote orderly and peaceful relations with employees. Achieving uninterrupted operations of the Jefferson County Board of Developmental Disabilities will serve the best interest of the citizens of Jefferson County.
- C. This agreement may be amended only by written agreement between the Employer and the Union. No verbal statement shall supersede any provisions of this agreement.
- D. This agreement supersedes all other agreements, clauses, practices, and memorandums between Management and the Union.

ARTICLE 2
UNION RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive representative for the employees in the following classifications:

Bus Driver (12 month)
- B. Notwithstanding the provisions of this article, management, professional, confidential, supervisory, casual, temporary/seasonal, and all other employees shall not be included in the bargaining unit.
- C. The provisions of this Agreement do not apply to substitute bus drivers or substitute bus aides. Further, the following provisions of this contract do not apply to probationary employees: discipline, leaves, and no fault sick leave.

ARTICLE 3
MANAGEMENT RIGHTS

- A. Except as expressly modified or restricted by a specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Board, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to reprimand, suspend, discharge, or otherwise discipline employees; to determine their qualifications and assign and direct their work and work rules; to promote, demote, transfer, layoff and recall employees; to set the standards of productivity, the services to be rendered; and the schedules by which such services will be rendered; to maintain

the efficiency of operations; to determine the personnel, methods, means, schedules, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract or contract out work; close down, or relocate, the Board's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Board; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the board; to issue, amend, and revise reasonable policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Board and to direct the Board's employees. The Board's failure to exercise any right, prerogative, or function hereby reserved to it, or the Board's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Board's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

ARTICLE 4 NEGOTIATIONS PROCEDURES

A. Request for Opening of Negotiations

A request for the opening of negotiations shall be submitted in writing by the Union to the Superintendent or by the Superintendent to the President of the Union on or before ninety (90) calendar days prior to the expiration of the current contract. A mutually convenient meeting date shall be set no later than sixty (60) calendar days prior to the expiration of the current contract, unless both parties agree to a later date, to adopt an agenda listing those issues which shall be negotiated and to set dates and procedures for the ensuing meetings. Neither party may submit additional items for negotiation after the initial meeting unless mutually agreed.

B. Negotiations Procedures

The parties shall meet at times and places agreed upon at the prior meeting. All meetings shall be held in private, unless otherwise agreed.

C. Caucus

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a reasonable period of time to caucus.

D. Agreement

When an agreement is reached on an item, the outcome may be reduced in writing and signed off by the chief negotiator of each party. Upon completion of negotiations, the

Employer shall prepare the Agreement for review. Both parties shall review the Agreement to determine the accuracy of the document. If the Agreement is then in proper form, it shall be submitted to the Union for ratification. Upon ratification by the Union, it shall be submitted to the DD Board for adoption. If adopted by the Board, the agreement shall be submitted to the Jefferson County Commissioners for approval. If approved, the agreement shall be binding upon both parties. Said agreement shall be signed by the Board's representatives and by the Union's representatives.

E. Printing and Distribution

After ratification, the agreement will be printed and distributed to each member of the bargaining unit, each administrator, and each member of the Board. The Board and the union will share the cost of printing and distribution equally.

F. Confidentiality

Until impasse has been declared or the contract has expired, whichever is later, no unilateral press releases or other public disclosure of the content of specific negotiations proposals will be made by either party. Joint press releases may be made at any time.

G. Negotiation Teams

The Board and Union will be represented at negotiation meetings by teams consisting of not more than four (4) persons, including outside representatives. In addition, either party may bring in a consultant to address specific issues.

H. Impasse Procedures

1. If agreement is not reached on matters being negotiated at the expiration date of this agreement (or at any later time), either party may declare impasse and request that an impartial mediator be appointed. When impasse is so declared, a mediator shall be used. If the parties cannot agree on a mediator, Federal Mediation and Conciliation Service (FMCS) shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the FMCS.
2. The mediator shall have the right to hold meetings with the negotiating parties in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.
3. The parties may exercise their rights pursuant to ORC 4117.14.
4. This impasse procedure is the parties' alternative dispute resolution procedure and is intended to supersede and replace the statutory procedures contained in ORC 4117.14.

I. Waiver of Negotiations

During the negotiations leading to the execution of this agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject, specification 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. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 5
DUES DEDUCTION/FAIR SHARE

- A. The Board agrees to deduct regular organization membership dues, fees and assessments from the pay of only those employees eligible for membership in the bargaining unit who provide written authorization signed individually and voluntarily by the employee. The Union signed payroll deduction card must be presented to the Board by the Union. Upon receipt of the proper authorization, the Board will deduct Union dues from the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Board.
- B. An employee may revoke his or her dues check-off on a form provided by the Board through its designated representative. The employee shall complete the form and present it to the Board's designated representative who in turn will process it as a cancellation of Union membership.
- C. All dues shall be deducted over a twelve (12) month period for twelve-month employees beginning with the first pay of employment with the Board or the first pay following execution of this Agreement for current employees. Within fourteen (14) days of the date which deductions are made, the Jefferson County Auditor's office shall remit all dues to the OAPSE State Treasurer along with a list showing the names of those for whom deductions were made and amount deducted. A copy of said list shall be sent to the Treasurer of Local 383.
- D. It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provision of this article and 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 hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- E. The Board shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or, (b) transfer to a job other than one covered by the bargaining unit; or, (c) layoff from work; or, (d) an agreed leave of absence; or, (e) revocation of the check-off authorization in accordance with (B) of this article; or (f)

resignation by the employee from the Union; or (g) termination or expiration of this Agreement.

- F. All employees in the bargaining unit and new hires, upon completion of their new-hire probation, shall as a condition of employment become members of the Union or pay to the Union via payroll deduction a fair share fee not to exceed the amount paid by members of Local 383. The Union shall notify the employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deduction.
- G. Fair share fees shall be deducted from the payroll check of the employees in the same manner as regular membership dues are deducted and forwarded by the employer to the Union in the same manner except that written authorization for deduction of fair share is not required.
- H. The Union represents that it has a rebate procedure which complies in all respects with applicable law and shall assume all liability for any failure on its part to comply with such laws.
- I. The Union agrees to provide competent defense and legal counsel of its choosing to the Board in any action or challenges arising out of this article. In the event the Board chooses not to be represented by the Union, it shall be responsible for its own costs of defense.

ARTICLE 6 DISCIPLINE

- A. The continued employment of a bargaining unit member shall be dependent upon good behavior and efficient service. The Superintendent may take disciplinary action as needed. Such disciplinary action shall be for just cause and shall include but not be limited to the following:
 - 1. Instruction and cautioning (verbal or written);
 - 2. Written reprimand;
 - 3. Working or non-working suspension with or without pay;
 - 4. Discharge from employment.
- B. Reasons for disciplinary action shall include, but not be limited to:
 - 1. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, any other failure of good behavior or any acts of malfeasance, misfeasance, or nonfeasance on the job, conviction of a felony, or any other just causes.

C. Discipline will be administered with due regard for the severity of the violation. Discipline shall take into account the nature of the violation as well as the staff member's record of discipline and his/her record of conduct. A working or non-working suspension, with or without pay, may be issued by the Superintendent pending the outcome of an investigation.

D. 1. Whenever the Superintendent or his designee determines that an employee may be subject to disciplinary action that may result in a suspension without pay, reduction, and/or termination, the employee will be entitled to a predisciplinary conference and notified in writing of the allegations prior to a predisciplinary conference. A predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

2. The predisciplinary conference shall be conducted by the Superintendent or an individual selected by the Superintendent. Normally, the predisciplinary conference will be held within twenty-four (24) hours following notification given to the employee.

3. A bargaining unit employee if he/she so desires, shall be entitled to Union representation at a predisciplinary conference. The employee and Union representative, if desired, will have an opportunity during the predisciplinary conference, to present the employee's point of view concerning the situation in question. The employee will also have the right to present any witnesses which may be necessary to obtain a complete picture of the circumstances.

4. The employee shall be notified in writing within five working days after the predisciplinary conference of the discipline, if any, which shall be imposed.

5. The decision of the Employer to discipline an employee by suspension without pay or termination shall be subject to the Grievance Procedure at Step B(2).

Disciplinary actions shall cease to have force and effect and shall be removed from the employee's file after a period of five (5) years providing there are no intervening disciplinary actions.

6. In regard to discipline that does not involve suspension without pay, reduction, or termination, an employee shall have the opportunity to read any material which may be considered derogatory and which has been made a part of the employee's personal file. The employee shall acknowledge that he/she has read the material by fixing his/her signature to the copy on file and a copy shall be provided to the employee. The signature shall not indicate agreement with the content of material but only that the material has been inspected by the employee. The employee shall also have the opportunity to reply to such derogatory material with a written statement to be attached to the file copy. Employees shall be informed of any complaint by a parent and/or consumer

which is directed toward the employee and which may become a matter of record, subject to the consumer's right of anonymity. Derogatory complaints against the employee which are found to be unwarranted by the Superintendent and employee shall be removed from the employee's file. Disciplinary actions shall cease to have force and effect and shall be removed from the employee's file after a period of two (2) years providing there are no intervening disciplinary actions.

7. The provisions of this article supercede and take the place of ORC §124.34 and shall exclusively govern the discipline and discharge of employees.
- E. Certain instances may arise wherein, for the good of the program, a staff member should be removed immediately from the premises of the program prior to a suspension hearing. The Superintendent or designee shall take such action when necessary. A staff member so removed shall be afforded his/her rights in accordance with this article.
- F. This article applies only to employees who have completed their initial probationary period.

ARTICLE 7 GRIEVANCE PROCEDURE

A. General

1. The term "grievance," as used herein, is defined as an alleged violation, misinterpretation, or misapplication of any specific provision of this agreement between the Board and the Union. (Probationary removals shall not be subject to the grievance procedure.)
2. The parties may, by mutual (written) agreement, waive the time limits of this provision.
3. For the purpose of this section, a "working day" is defined as a day the business office of the Jefferson County DD is open.
4. An employee may have a Union representative of his/her choice present at any time after Step 1 of the grievance procedures. (Employees and employee representatives shall not lose pay or benefits during normal working hours for time spent in grievance hearings.)

Where a group of employees desires to file a grievance involving an incident/issue affecting several employees in the same manner, one (1) employee shall be selected to process the grievance. Each employee who desires to be included in such a grievance shall be listed on the grievance form.

5. If the employee or the Union does not appeal a grievance within the time units specified at any step of the procedure, the grievance will be settled on the basis of the disposition at that step and any further appeal is barred.

B. Grievance Procedure

Any grievance shall be settled in the following manner:

Step 1: Transportation Supervisor

The aggrieved employee(s) shall discuss the grievance with the transportation supervisor within five (5) working days after the occurrence of the act or acts giving rise to the grievance; otherwise, the grievance shall be barred. The supervisor will reply to the grievant with a verbal response within three (3) working days.

Step 2: Superintendent

If the grievant(s) wishes to reduce the grievance to writing, he/she shall do so within three (3) working days of the transportation supervisor's verbal answer. The grievant shall submit the written grievance to the Superintendent/designee.

The grievant and his/her representative will meet with the Superintendent/designee within ten (10) work days of the request of the appeal from Step 1. The Superintendent/designee will provide at least five (5) work days notice to the employee of a time and place for a hearing with the employee and his/her representative. The Superintendent/designee will hear all the facts and witnesses concerning the grievance. Within ten (10) working days following the hearing, the Superintendent/designee will render a decision and provide written notice to the employee.

Step 3: Board

If the grievant and Union are not satisfied with the disposition at Step 2, the Union shall submit the grievance to the Board within five days after receiving notice from the Superintendent. The Board shall hear the grievance and submit a written response within fifteen (15) work days after hearing.

Step 4

If the Step 3 does not resolve the grievance, or if the grievance is referred from Article 6, the Union shall have ten (10) work days after receipt of the employer's/Board's response to file a written request for arbitration.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall, within ten (10) working days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall use the

alternate strike method from the accepted list of seven (7) arbitrators submitted to the parties by the FMCS. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The method of determining which party has the first choice of striking will be made by the toss of a coin. Prior to either party striking the list, each shall have the option only once to completely reject the list of names provided and request another list.

A decision shall be rendered within thirty (30) calendar days by the arbitrator and that decision shall be binding upon the parties. The procedures contained in this article constitute the sole and exclusive method of redressing grievances arising from this agreement.

All costs for obtaining the list of arbitrators and all costs for the services and expenses of the arbitrator shall be paid by the losing party. Expenses of any witnesses shall be borne by the party calling the witness. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing. If a party requests a court reporter, the cost of the reporter shall be borne by that party, unless the other party requests a copy of the transcript, in which case the cost of the reporter shall be borne equally by the parties.

C. Power of the Arbitrator

1. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this agreement in question and his decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this agreement in arriving at his determination. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted for arbitration.
2. The arbitrator, in ruling on issues specifically left to the discretion of the Employer by this agreement, shall be limited to deciding whether the Employer's judgment and/or actions were arbitrary or capricious.
3. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement.
4. In the event that either side challenges the arbitrability of a grievance submitted for arbitration, the parties may mutually agree to require the arbitrator to first consider and rule upon the arbitrability issue before scheduling a hearing on the merits of the grievance. If necessary, the parties

may agree to conduct a separate hearing on the arbitrability issue prior to the scheduling of a hearing on the merits of the grievance. In the event an alleged grievance is appealed to an arbitrator and the arbitrator determines that he/she has no authority or power on which to rule, it shall be referred back to the Union and the Board without decision or recommendation on its merits.

5. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific written agreement of the Employer and Union to do so.

ARTICLE 8
ABSENTEEISM/SICK LEAVE

- A. An employee may request sick leave for absences resulting from illness as described below. Sick leave may be requested for the following reasons:
 1. Illness or injury of the employee or a member of his/her immediate family.
 2. Exposure of employee or a member of his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others.
 3. Death of a member of the employee's immediate family, up to five (5) working days.
 4. Medical, dental, or optical examinations or treatment of employee or a member of his/her immediate family.
 5. Pregnancy, childbirth, and/or related medical conditions.

For purposes of this policy, the "immediate family" is defined as "mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent. Step relatives are included in the above definition.

- B. The Superintendent/designee maintains the right to investigate any employee's absence.
- C. For each two (2) week pay period including vacation, holidays, and paid sick leave, an employee shall earn sick leave based on the number of guaranteed hours as described in Article 36 (i.e., 2.63 hours – 45 hours pay period; 2.30 hours – 40 hours pay period).
- D. The amount of sick leave time a bargaining unit member may accrue is unlimited.

- E. Sick leave used shall be charged against the employee in minimum amounts of one-half (1/2) day.
- F. Employees absent on sick leave will be paid at their regular rate of pay, excluding extra runs.
- G. An employee requesting sick leave shall inform the transportation supervisor/designee of the request and the reason as directed by the supervisor. Failure to do so may result in denial of sick leave for the period of absence. The employee will submit to such medical examination, nursing visit or other inquiry which the supervisor deems necessary.
- H. It is the bargaining unit member's responsibility to request a sick leave form from the transportation supervisor when he/she returns from sick leave. Staff members shall complete the form indicating the reason for illness. Failure to complete and submit the sick leave form within three (3) workdays of the return to work will result in a docking of pay. Upon returning to work following absences of three (3) days or longer, a doctor's certification to verify illness and to authorize return to work will be submitted to the transportation supervisor by the employee.
- I. Vacation leave may be used for sick leave purposes, after sick leave is exhausted, at the employee's request, the transportation supervisor's recommendation, and the approval of the Superintendent. Employees who have exhausted all sick leave credits, vacation leave credits, personal leave, and FML at the discretion of the Superintendent, may be granted an unpaid leave of absence under Article 12.
- J. An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action up to and including termination.
- K. Altering a physician's certificate or falsification of a written, signed statement shall be grounds for immediate dismissal. The employee will be held responsible for any documents that are submitted either directly or on their behalf by another party.
- L. Employees who transfer between county departments or agencies, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separations, reappointment, or transfer does not exceed ten (10) years. The words "public agency" as used above include the state, counties, municipalities, all boards of education, libraries, townships, etc., within the state. The employee is responsible for furnishing such proof to the Human Resource Manager upon employment with the Board.
- M. No Fault:

In an effort to more clearly define excessive absenteeism and in an attempt to accomplish good attendance standards as agreed to by the parties, this policy will affect bargaining unit members with less than 136 hours accumulated sick time.

1. An employee receives eight (8) points on the first pay period of the month for perfect attendance during the preceding month. Maximum accrual is one hundred plus (100+) points.
2. For each absence due to illness or injury to themselves or their immediate family, the employee receives minus one (-1) point for each hour of leave that is utilized, or minus eight (-8) points for a full day's absence or minus four (-4) points for a half-day's absence. One (1) through three (3) days of consecutive absence for the same illness or injury will be counted as "one (1) occurrence" and a deduction of only eight (8) points will occur. Absences of more than three (3) consecutive workdays shall be deducted at the rate of eight (8) points per day until an appropriate FMLA leave is applied for and approved.
3. Points will not be deducted for vacation leave, personal leave, funeral leave, jury duty, compensatory leave, workers' compensation leave, FMLA leave, or leave which would otherwise qualify under the DD approved FMLA policy. Non-probationary employees may use an allocated twelve (12) hours of sick time for medical appointments during the course of a calendar year. These hours will have no points attached provided they are documented by a medical practitioner.
4. Each time an employee attains any of the totals listed below, the discipline indicated will be administered:

-40 points total	Instruction and cautioning
-50 points total	Written reprimand
-70 points total	3 day suspension
-80 points total	5 day suspension
-100 points total	Removal
5. Two (2) penalties of the same type within any rolling year period automatically progresses to at least the next step on the third occurrence.
6. Point totals to be utilized will be calculated at the time of utilization. Example: If an employee has minus forty-five (-45) points on June 15 and utilizes eight (8) hours of sick leave on June 16, the employee will be considered to have minus fifty-three (-53) points and will be subject to a penalty of a written reprimand.
7. These no fault provisions do not apply to probationary employees.
8. Employees will accrue positive or negative points only during the pay periods actually worked. Employees who are on an approved non-paid leave of absence will not accrue positive or negative points.

ARTICLE 9
VACATION

- A. All employees are eligible for paid vacation leave according to the following eligibility guidelines:

<u>Years of Service</u>	<u>Weeks Vacation</u>
1 through 7	2
8 through 14	3
15 through 24	4
25 and over	5

- B. No employee will be entitled to vacation leave under any circumstances until he/she has completed one (1) year of employment with the Jefferson County Board of DD.
1. Bus drivers and aides shall be awarded vacation time on the above schedule following their anniversary date.
- C. Prior to August 1, the supervisor will inform the bargaining unit members as to the number of drivers required to be on vacation each week during the summer. The bargaining unit members shall submit a vacation schedule request to the transportation supervisor for his approval. Vacation requests must be submitted between August 1 and September 1. Vacation days will be scheduled based upon seniority. For unused vacation time available to the employee, the employee will have the option to be paid for unused vacation time not to exceed two (2) weeks per year or carryover up to two (2) weeks the next year. Such pay for unused vacation will be made on the first pay day after September 1 of each year.
- D. Vacation leave is earned while on vacation, sick time, personal days, and/or approved paid leave.
- E. An employee is entitled to compensation at his/her current rate of pay for any earned but unused vacation leave for the current year to his credit at the time of separation or retirement.
- F. The Jefferson County Board of DD shall not accept any transfer of vacation time accumulated by another department, agency, or political subdivision.
- G. Vacation shall be scheduled in one (1) week increments. Anything less than one (1) week (five [5] days) may be approved by the supervisor.
- H. The vacation leave provisions set forth herein are intended to supersede statutory provisions contained in §O.R.C. 325.19 and §124.13.
- I. The vacation time of an employee on inactive pay status shall be pro-rated.

- J. During summer runs, the least senior bargaining unit members will learn drivers and bus aide duties, as well as drive or aide for vacationing drivers and aides.

ARTICLE 10
HOLIDAYS

- A. All employees of the bargaining unit shall be entitled to the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

- B. Employees who are eligible for holiday pay and who are required to work the holiday shall receive their regular rate of pay for the hours which would have been scheduled for that day and additional pay at the rate of one and one-half (1-1/2) times the employee's regular base hourly rate.
- C. Employees in any unpaid leave status are not entitled to holiday pay. An employee on approved paid leave shall receive holiday pay. If an employee is on vacation leave on a day observed as a holiday, the employee will receive holiday pay and will not be charged for vacation for that day.
- D. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

ARTICLE 11
FAMILY MEDICAL LEAVE ACT

- A. Notwithstanding any thing to the contrary in the provisions of this agreement, the Employer and employees shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993, provided that, except as otherwise mandated by that Act, any family leave shall not be in addition to any contractual leave or other leave required by law. The Board policy on family leave is contained in the Jefferson County Board of Developmental Disabilities Personnel Manual and may be modified by the Board.

ARTICLE 12
UNPAID LEAVE OF ABSENCE

- A. The Superintendent may grant an unpaid leave of absence for a period not to exceed one year. The authorization of leave of absence without pay is a matter of administrative discretion. The Superintendent should decide in each individual case whether a leave of absence is to be granted.
- B. During such leave, the employee may elect to maintain his/her health and/or life insurance coverage by making monthly payments in the amount of the monthly premium.
- C. The employee shall give notice of intent to return to his/her former position at least thirty (30) days prior to the expiration of leave.
- D. Upon completion of a leave of absence, the employee shall be reinstated to the same position and salary steps that he/she held prior to the leave. Any replacement hired into the employee's former position while the employee is on leave may be subject to established layoff procedures.
- E. Hospitalization insurance premiums will be paid by the Board for the first three (3) months of unpaid leave, whether designated as FMLA or not.

ARTICLE 13
COURT LEAVE

- A. If an employee is called for court jury duty or subpoenaed to testify in a court of law, during any portion of the employee's regular scheduled working day, that employee may choose to be compensated for such time in one of the manners set forth below:
 - 1. The employee may choose to receive his or her regular salary or wage in full for such time from the DD. In such case, all monies received as compensation for court service shall be turned over to the DD Financial Director in full.
 - 2. The employee may choose to retain all monies received as compensation for court service and waive his or her regular salary or wage in full for such time away from the Jefferson County DD.
- B. The employee will be expected to report for work following jury duty, if a reasonable amount of time remains during his or her scheduled workday.
- C. If an employee is called for court jury duty or subpoenaed to testify in a court of law outside of his or her regularly scheduled work hours, all monies received as compensation for such court service shall be retained by the employee.

- D. Any employee who is appearing before a court or other legally constituted body in a matter on which he/she is a party may be granted vacation time, personal leave, or leave of absence without pay.
- E. The start time on the employee's bus run shall not be changed to accommodate court duty.

ARTICLE 14 **MILITARY LEAVE**

Active Leave

- A. A bargaining unit member who is drafted or is called for active duty in the Armed Forces of the United States, the Coast Guard, Public Health Service, or Civil Defense, or is drafted in the Merchant Marine Service, shall (in accordance with existing law) be entitled to reemployment after honorable discharge or discharge under honorable conditions from such services, provided the employee is physically and mentally able to do the work required and reports for work within ninety (90) days of discharge, or within ninety (90) days after he or she is released from hospitalization continuing after discharge for a period of no more than one (1) year. He or she shall be employed in the position or a similar position to the one held at the time of entry into the armed forces. All salary adjustment or position upgrades shall be granted the employee upon reinstatement. In the event his or her former job no longer exists, he or she shall be employed in such capacity for which he or she is qualified at a salary comparable with that he or she formerly received.

Reserve Training

- B. A bargaining unit member employee who is a member of a reserve military organization of the United States or a member of the National Guard of the State, and who attends a regularly scheduled military reserve training, will be given necessary time off with pay for such training for a period not to exceed twenty-two (22), eight (8) hours days (one hundred seventy-six [176] hours total) in any one calendar year. Time off for the purposes of attending military reserve training will not be considered as vacation leave.
- C. Military leave is governed by Chapter 5903 and Section 124.29 of the Ohio Revised Code. In general, any employee with more than ninety (90) days tenure who voluntarily or involuntarily enters any of the Armed Services of the United States shall be granted a military leave of absence without pay. If not accepted for active duty, the employee shall be reinstated to his or her former position without loss of seniority or status or reduction in pay. Employees who complete their active duty obligation (without voluntarily re-enlisting or extending that obligation) are entitled to their previous position with the DD within thirty (30) days of their written request, provided such request is submitted within ninety (90) days of discharge or release from active duty. If temporary physical disability precludes the employee's performing on the job, he or she shall be allowed up to one (1) year from the date of application to overcome

such disability and return to work. Employees returning to previously held positions under these provisions shall receive credit for military service in areas affecting status, rank, rating, increments, qualifications, etc., as though they had continued their employment with DD. This does not require that benefits for vacation and sick leave accrual be applied as part of total length of service.

Paragraph 5923.05, Ohio Revised Code, requires that Ohio National Guard, Defense Corps, Naval Militia, and all U.S. Armed Forces reserve component members be authorized up to twenty-two (22), eight (8) hour days (one hundred seventy-six [176] hours total) leave with pay per calendar year for training purposes. Employees are required to submit a copy of Active Duty for Training Orders with such requests for leave. Employees requesting such leave will be required to submit the necessary leave papers.

ARTICLE 15 **ASSAULT LEAVE**

- A. If an employee is physically injured during the course of employment as a direct result of a physical assault unrelated to the employee's normal work responsibility, such employee shall be granted a paid assault leave. An employee may receive up to thirty (30) days of paid leave to be taken within thirty (30) days of the date of the assault, for each assault.
- B. In order for assault leave to be granted, the incident resulting in the absence of the employee must have occurred during the course of employment with the Employer, while on the Employer's premises, or at an Employer-approved or sponsored activity/event, or in the course of transporting participants or material to or from said premises, activity or event.
- C. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault.
- D. Any payments received under Chapter 4123 (Workers' Compensation) shall be subtracted from the provisions of this article.

ARTICLE 16 **IN-SERVICE DAYS**

- A. From time to time Management may schedule mandatory in service. For any in-service days in excess of the two (2) days in the program calendar, the bargaining unit member will be paid at his/her hourly rate.
- B. The parties agree that one driver will be paid for the hours of transportation to re-certification classes if they have been negatively impacted by a loss of pay due to the inability to perform their normally scheduled driving duty.

- C. The Employer shall pay the cost for recertification, FBI, and BCI fingerprinting.

ARTICLE 17
PERSONAL LEAVE DAYS

- A. Non-probationary employees shall be entitled to four (4) personal days per calendar year, non-accumulative, from year to year.
- B. After the completion of employee's newly hired probationary period, such employee shall be entitled to one (1) personal day after the completion of each three (3) month period of active employment.
- C. Employees will fill out a standard program leave form and give at least twenty-four (24) hours notice to the transportation supervisor in order to obtain permission for the requested leave. Said permission will not be unreasonably withheld.

ARTICLE 18
PAYMENT UPON RETIREMENT

- A. A bargaining unit member, at the time of retirement from active service with the Jefferson County Board of DD, may elect to be paid one-fourth (1/4) of the value of his/her earned but unused sick leave credit. The maximum of such payment, however, shall be for two hundred forty (240) hours.
- B. To qualify for such payment upon retirement, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the Jefferson County Board of DD and have submitted to and received from OPERS notice and acceptance of retirement.
- C. Such payment shall be based upon the employee's regularly hourly rate at the time of retirement.
- D. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

ARTICLE 19
INSURANCE

- A. The Board shall provide hospitalization, surgical, major medical, prescription drug, dental, vision and term life insurance at the same type and level of benefits as provided by the Jefferson County Commissioners to county employees. The bargaining unit members shall have the same options of choice available to them for their plan as other County DD employees and at the same employee contribution rate. Employee contributions shall be made through payroll deductions authorized by the employee, and shall be processed in accordance with the plan's eligibility requirements. If the Board should approve an additional percentage increase in

salaries and that percentage was to offset employee contributions in insurance, the bargaining unit members would also be eligible for that percentage.

- B. In the event there is a modification/change in the amounts of co-payments, the Employer shall provide the Union/employees with advance notice.

ARTICLE 20
SENIORITY

- A. Seniority shall be defined as the total length of continuous service within the bargaining unit dating back to the bargaining unit member's last date of hire, excluding however, any employment as a substitute.

For the purpose of this agreement, the classifications in the bargaining unit are:

Bus driver

Service in a non-bargaining unit position shall not be credited as seniority after the effective date of this agreement.

- B. Break in seniority shall be when continuous service is broken or interrupted.

Continuous service shall commence on the last date of hire. Examples of interruption of service, include, but are not limited to:

1. Separation because of resignation (or voluntary quit);
2. Separation because of discharge;
3. Failure to return from leave of absence;
4. Failure to respond to recall from layoff within fourteen (14) days;
5. Being laid off for one (1) year or length of service, whichever is less;
6. Being absent for three (3) consecutive working days without reporting off to the transportation supervisor or designee.

- C. Seniority List

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

- D. Ties in Seniority

Ties in seniority shall be broken by granting priority in seniority to the bargaining unit member with the highest number from the last four (4) digits of his/her social security number.

ARTICLE 21
PROBATIONARY PERIOD

- A. Every newly hired bargaining unit member will be required to successfully complete a probationary period. The Superintendent shall have the sole right and discretion to discipline or discharge such probationary bargaining unit member and such actions during this period cannot be reviewed through the grievance procedure or otherwise appealed by the Union or employee.
- B. The probationary period for new bargaining unit members shall begin on the first day that the bargaining unit member performs work and receives compensation from the Jefferson County DD program and shall last one hundred and eighty (180) calendar days.
- C. If a bargaining unit member whose employment has been terminated for any reason whatsoever is rehired, he/she shall be considered a probationary employee.

ARTICLE 22
LAYOFF AND RECALL

- A. When it becomes necessary to abolish positions due to reorganization of the program because of lack of work or funds and reduce the number of employees in the bargaining unit within the affected classification, the following layoff procedures shall be followed:
 - 1. Within a specific classification, bargaining unit members with the least total continuous bargaining unit seniority will be laid off first. The number of people affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practical of employees who resign, retire, or otherwise vacate a position.
 - 2. Management shall give the affected bargaining unit member thirty (30) calendar days written notice of the layoff.
 - 3. Laid off bargaining unit members shall have recall rights to a position in the bargaining unit for a period of eighteen (18) months and shall continue to accrue seniority for purposes of length of service during such period.
 - 4. When management decides to fill a position vacated by layoff, eligible bargaining unit members shall be recalled in the inverse order in which they were laid off. It is the responsibility of the laid off bargaining unit member to keep the Superintendent's office informed of his/her current mailing address and telephone number.
 - 5. A bargaining unit member who fails to respond to a written notice of recall sent by registered mail to his/her last known address as listed with the

Superintendent's office shall be terminated fourteen (14) days from the day of service or notice of lack of service by the postal authorities.

6. This section supersedes O.R.C. 124.321 et seq.

ARTICLE 23
NON-DISCRIMINATION

- A. Neither the Board nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, military status, religion, genetic information, veterans status, gender identity, sexual orientation, disability, or national origin. The Union shall share equally with the Board the responsibility for applying this article of the Agreement.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- C. The Board agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Board shall not discriminate, interfere, restrain or coerce any employee because of Union membership.
- D. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 24
UNION RIGHTS

- A. The Board agrees to permit the President to attend the annual OAPSE conference. The Board also agrees to pay the wages of the President but not other expenses. One selected delegate may also attend the annual OAPSE conference for up to three (3) days and may use personal days, vacation, or attend without pay.
- B. Non-employee representatives of the Union may meet with employees of the bargaining unit from time to time in an area designated by the Superintendent. Such meetings shall be arranged in advance between the Union representative and the Superintendent. Further, such meeting shall not interfere with the department program.
- C. The Board agrees to make space available for the Union to display a bulletin board in the transportation garage. The Union shall be responsible for the posting and maintenance of such board, which shall be neat in appearance at all times.
- D. Upon prior approval of the Transportation Supervisor, the Union shall be permitted use of the photocopy equipment in the transportation garage at a rate of \$0.05 per page.

- E. Release time with pay shall be granted to the Union President and those bargaining unit members who are parties to the grievance hearings, arbitration hearings, and members of the negotiation team, to attend required hearings/meetings, if such meetings are scheduled and conducted with the employer's approval, during the employee's regularly scheduled hours of employment.
- F. The bargaining unit members shall be permitted use of the mailboxes at the garage.
- G. The Employer agrees to provide the bargaining unit member and the Union information concerning the bargaining unit member's date of hire, appointment, promotions, transfers, classification, position description, and rate of pay.

The Employer agrees to provide to the Union, upon receiving written permission from the employee, copies of any corrective action an employee receives.

ARTICLE 25 **PERFORMANCE APPRAISALS**

- A. Each employee may be evaluated annually by his/her supervisor using a standard evaluation form and shall be based upon his work performance through direct observation.
- B. A copy of each evaluation shall be reviewed with the employee with a copy given to the employee at the conclusion of the evaluation session. No evaluation of any employee shall be filed in the employee's personnel file without an opportunity for a discussion between the employee and the evaluator. Each supervisor and employee shall sign the evaluation form. The signature by either party does not constitute approval or disapproval but only that the evaluation has been reviewed.
- C. An employee may present written comments, which shall be dated and entered as an attachment to the evaluation form.
- D. Negative evaluations will include recommendations for improvement. An evaluator shall provide specific recommendations in cases where warranted.
- E. Bargaining unit members shall not evaluate other bargaining unit members.

ARTICLE 26 **PERSONNEL RECORDS**

- A. An employee may examine his or her personnel file in the presence of the Superintendent or his or her designee on non-work time upon reasonable advance notice and provided such examination does not unduly interfere with Board operations. In no event shall an employee be denied such an examination for more than forty-eight (48) hours after the request.

- B. Employees must notify the Superintendent or his or her designee in writing of any change in name, address, home telephone number, marital status, citizenship, tax exemptions or affiliation with any branch of the armed forces as soon as practicable after such change is made or known to the employees.
- C. The employee shall be notified before any part of his/her personnel records is disclosed to any person except said employer or administrative staff. Reasonable efforts will be made to enable the employee to be present on non-work time.
- D. The employee's telephone number, social security number, and medical information shall be confidential information as allowed by law.

ARTICLE 27
HOURS OF WORK AND OVERTIME

- A. The normal workweek will consist of five (5) consecutive days, Monday through Friday. If needed, Saturday and Sunday work shall be scheduled using the extra trip/shuttle rotation.
- B. When computing hours worked, holidays (as defined in Article 10), sick leave days, personal days and vacation days shall count as a regular workday.
- C. All hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2).
- D. Cancellation of programs or closing of facilities due to calamity will be governed by the following provisions:
 - 1. The employer shall waive unit member attendance for up to five (5) days, or an additional numbers of days approved by the state legislature.
 - 2. Employees who are in a non-pay status before and after a calamity day will not be paid for the calamity day.
 - 3. When the start time for school has been delayed, the employee's start time shall also be delayed without loss of pay for the day.
 - 4. After reporting to work, if it is determined by the transportation supervisor that there is no work for the bargaining unit member, the bargaining unit member will not be required to work and will not suffer loss of pay.
 - 5. An employee may request to use a personal day or vacation day for a calamity day in which they would otherwise not receive a pay.

ARTICLE 28
ASSIGNMENT OF EXTRA TRIPS/BUS ROUTES

- A. Assignment of overtime and extra trips shall be based upon seniority on a continuous rotating basis. Continuous rotation is defined as: once in motion, the rotation will have no end. Except in case of emergency, all bus routes, extra trips, and shuttles that require the use of a school bus shall be driven by bargaining unit members. The selection list shall include all bargaining unit drivers that want to be included. If no one signs up and a driver is needed, the trip may be offered to available substitutes. If no substitutes are available, the extra trip will be assigned to the least senior employee in the bargaining unit. In the event that the assigned driver is unable to drive their extra trip, the next person(s) in rotation shall be offered the trip. Substitutes shall be used to replace drivers on their regular run if the extra trip interferes with the driver's regular run. Drivers will not be paid for the actual time assumed by the substitute.
- B. A monthly extra trip meeting shall occur after the 25th of the month. Aquatic/shuttle drivers are eligible to take trips that do not interfere with their aquatic/shuttle trip.
- C. Bus drivers who are assigned to drive a non-overnight field trip shall be paid their hourly rate (as stated in Article 36) from the point of departure through return of the trip.
- D. Bus drivers who are assigned to an overnight field trip shall have room and meals paid in addition to eight (8) hours per day at their hourly rate (as stated in Article 36).
- E. Aquatic/shuttle trips shall be placed on a separate roster. Drivers who are interested shall be placed on the roster in order of seniority at the beginning of each year. Aquatics/shuttles shall then be offered to such drivers on the roster in continuous rotation. Aquatics/shuttles shall be assigned in one (1) month increments to a driver, except for November and December, May and June, and August and September, which shall be considered together as one (1) month. In the event that the assigned driver is unable to drive his Aquatics/shuttle, the next person(s) in rotation shall be offered the trip. If the Aquatics/shuttle rotation fails to produce a driver, the driver(s) in rotation on the extra trip/shuttle roster will be offered to fill in for the Aquatics/shuttle driver. If no substitutes are available, the Aquatics/shuttle trip will be assigned to the least senior employee in the bargaining unit, whether or not he/she is on the list, on a rotating basis.
- F. Attendance at field trip meetings is not mandatory and shall be without pay.
- G. Employees shall report any bus damage to the transportation supervisor.
- H. The regular route map directions shall be developed by the bus driver with final approval of the transportation supervisor.

- I. In the event an employee reports to work at his normal starting time and has not been notified by the Employer not to report to work, said employee shall be paid one (1) hour for two (2) hour delays, cancelled field trips, aquatics, and other special runs.
- J. In the event a bargaining unit employee is needed for pickup/drop-off of buses, such assignment shall be given to a bargaining unit employee, on the basis of seniority and on a rotating basis. This procedure shall be utilized except on an emergency basis (i.e., breakdowns, accident, etc.).

ARTICLE 29
VACANCIES/BIDDING

- A. Prior to the beginning of the school year and prior to the summer program, the transportation supervisor will call a meeting with the bargaining unit members to determine bus driver assignments. Assignments will be made based upon bidding according to seniority.
- B. The Superintendent shall have the sole discretion to determine when a vacancy exists and whether it shall be filled. The Superintendent shall within forty-five (45) calendar days of a job vacancy in the bargaining unit make the determination to fill or not fill the position.
- C. When it is determined that a vacancy shall be filled, a meeting will be called by the transportation supervisor with the bargaining unit members to determine which current bus driver(s) will fill the open bus run and subsequent openings which may occur. The open bus run(s) will be filled on the basis of seniority.
- D. When it has been determined which bus run remains open, a notice of a vacancy shall be posted immediately on the office bulletin board in the transportation garage for three (3) days. The posting shall contain the following information:
 - 1. Position and classification
 - 2. Projected starting date
 - 3. Rate of pay
 - 4. Hours to be worked
 - 5. Minimum requirements
 - 6. Work location
 - 7. Last day to apply for the position

Within the three (3) day posting period, employees from outside the classification may apply for said job opening by delivering a request to the Superintendent or transportation supervisor.

- E. Current bargaining unit members outside the classification shall be considered by the Superintendent prior to other applicants from outside the bargaining unit. Vacancies shall be filled within sixty (60) calendar days from the last day of the posting period.

- F. Current employees who fill an open bus route or vacant position shall take the position subject to the following conditions:
1. Such person shall be subject to a trial period of sixty (60) days and may, at any time during that period, be returned to his/her prior position should the work performance not be satisfactory. If such a person is a bargaining unit member who has been transferred from another classification, he/she shall be reassigned to his/her former position.
 2. During the sixty (60) day trial period, a person hired from the bargaining unit may request to be returned to his/her former position.

ARTICLE 30
SAFETY AND HEALTH

- A. The Superintendent, Union, and the bargaining unit members recognize their obligation and/or rights under federal and state law with respect to safety and health matters and agree to abide by such laws.
- B. The Superintendent shall endeavor to maintain adequate equipment and precautions. Suggestions for approved safety by bargaining unit members are welcome. All bargaining unit members shall abide by all safety rules and regulations of the Jefferson County Board of DD.

ARTICLE 31
DRUG AND ALCOHOL TESTING

- A. The procedures for conducting drug and alcohol testing are governed by federal law and approved Board policy, including Board policy referring to employee assistance, i.e., Section 7.21.01 or as amended.
- B. The procedures for handling drug and alcohol violations are as follows:
1. First Offense
 - a. The Employer may issue up to a ten (10) work day suspension without pay, which shall not be grievable and the employee must enroll in an assistance program.
 2. Second Offense
 - a. the Employer has the right to terminate the employee, and the termination or any lesser discipline imposed is not subject to the grievance procedure or any other contractual challenge.

3. Employees who have entered or are awaiting entry into an approved treatment program may use sick leave, vacation time and/or any approved unpaid leave during that period of time.
- C. Employees shall be paid a minimum of one (1) hour and a maximum of one and one-half (1 1/2) hours at their regular rate of pay for each random drug test. If there is an accident and drug and alcohol testing is required, the employee shall be paid at his/her regular rate of pay for the time spent in testing, including travel time.
- D. Failure to notify the employee of testing does not constitute a refusal by the employee.

ARTICLE 32
PHYSICAL EXAMINATION

- A. The Employer shall pay the full cost of the annual physical examination required for all bus drivers and re-examination, if necessary. If the bus driver chooses to use his or her own physician, the bus driver will be reimbursed the cost for such examination as long as it does not exceed that of the Employer-provided physician and as long as the required documentation is delivered to the Board by August 15 of the appropriate year. If the employee appeals for a second opinion, the Employer and employee shall mutually agree upon a second physician to provide an examination.

ARTICLE 33
IMMUNIZATIONS AND MEDICAL TESTING

- A. The Employer will provide the hepatitis B vaccine series. The Employer will attempt to offer all other vaccines and immunizations if available, at no cost through the County Health Department.

ARTICLE 34
SMOKING REGULATIONS

- A. Employees are strictly prohibited from smoking in any Board building or on any Board vehicle. Employees may only smoke on school grounds outside of the buildings in the designated area per building.

ARTICLE 35
ATTENDANCE INCENTIVE

- A. Bargaining unit employees who use three (3) or less days of sick leave shall be granted one (1) personal day leave with pay to be taken the following year. For purposes of this article, the tracking period shall be December 1 through November 30 of each year.

ARTICLE 36
WAGES

Bus Drivers

Effective August 29, 2014, the Employer proposes that each employee who is eligible shall advance one step on the wage scale. Effective August 29, 2014, the Employer proposes to increase each step of the wage scale by one and one-half percent (1.5%), as follows:

<u>Step</u>	<u>Proposed 2014 Rate</u>
0-4	\$12.96
5	\$13.50
6	\$14.03
7	\$14.55
8	\$15.20
10	\$16.89
11	\$18.41
13	\$20.25
17	\$20.87
20	\$21.79

1. During the term of this agreement, the bargaining unit members will receive a percentage increase and/or step, if any, as is given to other DD personnel.
2. Bus Driver is a twelve (12) month position.
3. Bargaining unit members as of September 1, 2001, shall be guaranteed fifty (50) hours bi-weekly pay with any excess hours paid at their regular hourly rate.
4. Bargaining unit members as of September 1, 2001, shall be paid at their regular hourly rate for extra trips.
5. Bargaining unit members hired after September 1, 2001, shall be guaranteed forty-five (45) hours bi-weekly pay with any excess hours paid at their regular hourly rate.

ARTICLE 37
PAY DAYS

- A. Paychecks will be issued on alternate Fridays effective with each employee's starting date. If a payday falls on a holiday, the employee will be paid on the preceding Thursday, or as directed by the auditor's office.
- B. Employees may have the following deductions:

- (1) Federal taxes
 - (2) State taxes
 - (3) City taxes
 - (4) Dues/fees
 - (5) Annuities/tax shelters
 - (6) Credit union
 - (7) PEOPLE
 - (8) United Way
- C. The employee shall have the option of having his/her paycheck direct deposited.
- D. Employees will be notified about changes to timecards as they occur.
- E. The processing of payroll for all DD employees is under the direction of the Auditor of Jefferson County. Therefore, the provisions set forth above are subject to approval by the Auditor's office.

ARTICLE 38
CLASSIFICATION PAY

- A. Any employee who works in a higher paying classification shall be paid at the higher rate of pay for the days worked in that classification.
- B. Any employee working in a lower paying classification shall be paid at their regular rate of pay.

ARTICLE 39
OHIO PUBLIC EMPLOYEE RETIREMENT SYSTEM (OPERS)

- A. Bargaining unit members as of September 1, 2001, will continue to receive the OPERS fringe benefit pick-up method.
- B. Bargaining unit members hired after September 1, 2001, will be eligible for the OPERS pick-up reduction method.

ARTICLE 40
PEOPLE DEDUCTION

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Upon ratification of this agreement, the Board shall receive authorization from members for sixty (60) days, and thereafter all employees may submit authorization only in the month of September. New hires may submit authorization within the first sixty (60) days of employment.

ARTICLE 41
LABOR MANAGEMENT COMMITTEE

- A. The Employer and Union agree to establish a labor management committee for the purposes of discussing and addressing issues or concerns related to working conditions, health and safety, and any other work-related topic not specifically addressed in this agreement.
- B. The committee will consist of four (4) representatives of the Employer and four (4) representatives of the Union. The field representative and the board attorney may be included as one of the four (4) representatives. Meetings will be held on dates and time mutually agreed upon by the parties. The labor-management committee shall not be used for the purposes of adjustment of grievances or negotiations.
- C. Agendas will be exchanged by the parties five (5) working days prior to each meeting.
- D. The parties agree that before the DD Board implements any changes in job descriptions or work rules, the parties will meet to seek Union input from the labor management committee.

ARTICLE 42
CONTRACT ADMINISTRATION

- A. No Strike

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slowdown, speed up, sit down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, or any other intentional stoppage of the operation of the bus transportation, regardless of the reason for so doing. Any or all

employees who violate any of the provisions of this article may be discharged or otherwise disciplined by the Board under the terms set forth in this agreement, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Each employee holds a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this article. In addition, in the event of a violation of this section of this article, the union agrees to inform its members of their obligations under this agreement and to direct them to return to work. The Board agrees that there will be no lock out by the Board during the term of this agreement.

B. Amendments to Agreement

This article shall not bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate. Amendments to this agreement shall be in writing and must be signed by an authorized representative of each party.

C. Severability

In the event any of the provisions of this agreement shall be declared illegal or repealed, only that provision shall be negotiated to comply with the law and the remainder of the agreement shall remain in full force and effect.

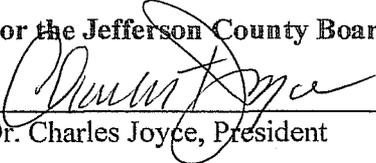
D. Agreement Supersedes Ohio Revised Code (ORC)

The parties intend, to the fullest extent allowed by law, for this agreement to supersede and take the place of the Ohio Civil Service laws and rules in regard to all provisions addressed by this agreement, even where Civil Service laws and rules are not specifically referenced. It is understood that the State Personnel Board of Review and DAS shall have no authority or jurisdiction as it relates to articles of this agreement. Further, the parties intend to the fullest extent allowed by law for this agreement to supersede and take the place of the Ohio Revised Code in all provisions specifically addressed by this agreement.

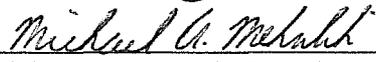
ARTICLE 43
DURATION OF AGREEMENT

- A. This collective bargaining agreement shall be effective from August 17, 2014, and shall continue through August 16, 2017. Agreed to this 11th day of July, 2014.

For the Jefferson County Board of DD



Dr. Charles Joyce, President

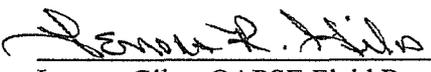


Michael A. Mehalik, Superintendent

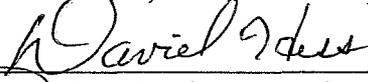


Michael L. Seyer, Negotiator,
Clemans, Nelson & Associates, Inc.

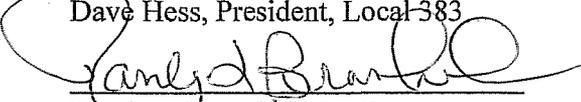
For OAPSE, Local 383



Lenora Giles, OAPSE Field Rep.



Dave Hess, President, Local 383



Randy L. Bramhall, VP/Secretary

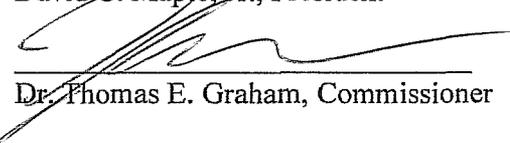


Ruby Sciance, Treasurer

For the Jefferson County Board of Comm.



David C. Maple, Jr., President



Dr. Thomas E. Graham, Commissioner

Thomas Gentile, Commissioner

LETTER OF UNDERSTANDING

Those Bus Aides hired as nine (9) month employees shall not be eligible for hospitalization, surgical, major medical, prescription, drug, dental, vision, and term life insurance coverage as described in Article 19 of the agreement.