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AGREEMENT BETWEEN

THE WASHINGTON COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

AND

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, CHAPTER 763, AFL-CIO

July 1, 2015 through June 30, 2016

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ARTICLE 1: UNION RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive representative for all employees in the appropriate bargaining unit as certified by the Ohio State Employment Relations Board in case number 04-REP-08-0133, and as listed below:

Workshop Aide
Instructor Aide
Bus Driver
Secretary
Bus Monitor
Operations Technician 1
Operations Technician 2

1.2 The following positions and classifications shall be deemed excluded from the bargaining

All Management Level Employees
Confidential Employees
Cook
Seasonal and Casual Employees
Supervisors
Superintendent
Program Developer
Director of Personnel/Finance
Director of Adult Services and Advocacy
Director of Operations
Director of Community Services
Coordinator of Instruction
Director of Education
Supervisor of Production and Training
Administrative Assistant
Production/Contracts Manager
Fiscal Officer I
Maintenance Coordinator
Case Manager
Aquatic Specialist
Early Intervention Specialist
Speech/Language Pathologist
Speech Therapist
Physical Development Specialist
Instructor/Teacher
Certified Support Specialist
Registered Support Specialist
Program Nurse
Transition Coordinator
Physical Therapy Assistant
Physical Therapist
Certified Occupational Therapy Assistant

Occupational Therapist
Business Manager (WASCO)
Case Management Assistant I

1.3 Whenever newly created positions are established, either party has the right to petition SERB for unit clarification at any time.

ARTICLE 2: DUES DEDUCTION

2.1 The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their individual probationary periods.

2.2 The Employer agrees to deduct regular Union membership dues once each month during which the employee is paid commencing with September of each year, from the pay of any employee in the bargaining unit eligible for such deduction, upon receiving written authorization signed individually and voluntarily by the employee. A signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer. Dues deductions will be forwarded to the OAPSE State Office in accordance with instructions from the local chapter president.

2.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

2.4 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization by the employee; or (6) resignation by the employee from the Union.

2.5 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

2.6 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error was made. It will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

2.7 The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during September of each year. Two (2) months advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

2.8 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

2.9 New bargaining unit employees hired by the Board after June 30, 2009, shall either join the Union, contribute a fair share amount to the Union, or contribute a fair share amount to charity (I.R.S. Section 501 (c) (3) organization) of the Employee's choice. The fair share amount shall be annually submitted by the Union to the Board's Treasurer by September 1 of each year and shall not exceed the total Union dues for that year. The Board will submit any charity amounts directly to the charity with a notice to the Union of the amount, date and charity.

Effective September 1, 2015 payroll or closest date to that, all employees who are eligible to pay a fair share fee to the Union, unless the employee in writing has designated a 501(c)(3) charitable contribution to be deducted. The Union will be notified in writing by employer of any employees selection of a charity to receive their deduction versus the Union.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 The Washington County Board of DD hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. The rights include but are not limited to the following:

A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the organizational structure;

B. Direct, supervise, evaluate, or hire employees;

C. Maintain and improve the efficiency and effectiveness of Board operations;

D. Determine the overall methods, process, means, or personnel by which Washington County Board of DD operations are to be conducted;

E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Washington County Board of DD;

H. Effectively manage the work force;

I. Take actions to carry out of the mission of the Washington County Board of DD.

3.2 The exercise of these powers, rights, authority, duties and responsibilities by the Washington County Board of DD and the adoption of such policies, regulations and rules as it may deem necessary shall be limited only by the specific and express terms of this Agreement. The exercise of the foregoing management rights requires neither prior negotiation with nor agreement of the Association.

ARTICLE 4: NEGOTIATIONS PROCEDURES

4.1l Negotiations may be initiated either by the Union or the Board by notifying the other party in writing not earlier than one-hundred twenty (120) calendar days, nor later than ninety (90) calendar days, before the expiration of the Agreement pursuant to Article 35, Duration. Within fourteen (14) calendar days of the receipt of said notice, the first negotiation session will be held.

4.2 Prior to the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next session.

4.3 Upon reaching a tentative contract agreement, said contract shall be submitted for ratification to the Union and adoption by the Employer. When the parties have concluded a tentative agreement, the Union shall conduct a vote and notify the Board of the approval or disapproval. If the Union approves the agreement, the Board will vote on the tentative agreement at its next meeting.

4.4 In the event an agreement is not reached by negotiations after full consideration of proposals and counter proposals, either party may declare impasse as to those matters on which tentative agreement has not been reached. Impasse occurs when neither party is willing to move on the remaining issues.

4.5 If impasse is declared, the parties shall jointly obtain the services of a mediator from the Federal Mediation and Conciliation Service (FMCS). The parties shall meet at times mutually agreeable to them and the Mediator. Mediation shall continue up to ninety (90) calendar days. If the parties have not arrived at a mutually agreeable settlement at the end of the ninety (90) calendar days, the Board will give the Union a final offer in writing. The Union will take this offer back to the Union membership for a secret ballot vote within fifteen (15) calendar days. The Union will report the results of the vote on the final offer to the Board's Chief Negotiator. If the final offer is rejected the Union may give the Board notice of their intent to exercise their right to strike under Ohio Revised Code 4117.14. The parties may continue to negotiate and mediate thereafter in an attempt to reach an agreement. This impasse procedure shall constitute the sole and exclusive dispute settlement procedure and shall operate in place of Ohio Revised Code Section 4117.14.

4.6 During the period of negotiations prior to the declaration of impasse, neither party shall make public statements concerning the status of the negotiations. The parties may issue joint statements.

ARTICLE 5: NON-DISCRIMINATION

5.1 Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, Vietnam veteran or veteran status, national origin, or disability. The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

5.2 All references to employees in this Agreement designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

5.3 Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to either of these agencies.

5.4 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

5.5 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 6: NO STRIKE/NO LOCKOUT

6.1 The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

A. The Union agrees that the local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the employee a written notice which will list the Union's authorized representative(s) who will deal with the Employer and make commitments for the Union.

B. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt

the operations or services of the Employer by its members during the life of this Agreement.

C. In all cases of strike, sympathy strike, slowdown, walkout or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the whole and complete right of discipline short of discharge, and such Union members shall not be entitled to or have any appeal or recourse through any other provision of this Agreement. After the first twenty-four (24) hour period of any work stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, sympathy strike, slowdown, walkout, or any other cessation of work, and such Union members shall not be entitled to or have any appeal or recourse through any other provisions of this Agreement.

6.2 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 6. 1 (B) of this Article.

ARTICLE 7: VACANCY AND PROMOTIONS

7.1 The parties agree that all appointments to vacancies covered by this Agreement shall be filled in accordance with this Article.

7.2 Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for five (5) days. Such notice shall contain a description of the duties, wage range, and work location(s). During the posting period, employees wishing to apply for the vacant position shall do so by submitting a written application to the Employer. During the summer months, notices of vacant positions in the bargaining unit shall be mailed to nine (9) month employees no later than the initial date of posting. The Employer may reassign individuals/or bus routes to accommodate client needs and parental/guardian requests.

7.3 The vacancy shall be awarded to the senior employee who is qualified to perform the duties of the position. Should the most senior employees possess the same seniority the position will be awarded to the most qualified individual as determined by the Employer considering the following criteria: qualifications, experience, education, work record, previous job performance, demonstrated ability to work with the physically and mentally impaired, disciplinary record, physical and mental capability.

7.4 Once the selection has been made, the Employer will notify all employee applicants of the selection.

7.5 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

7.6 Bargaining unit employees may apply and be considered for vacant non-bargaining unit positions. If such positions are not filled by current non-bargaining unit employees, then qualified bargaining unit employees shall be considered ahead of any outside applicant. The most qualified individual will be employed. Employees not meeting the qualification required may request to meet with the appropriate administrator and discuss the reasons as to why they were not selected for the position.

7.7 An employee who moves into a job which has a higher pay range will move to the lowest step which gives him/her an increase in pay. An employee who moves into a job which has a lower pay range shall carry his/her currently held step on the wage schedule into the position if one exists.

7.8 Bus Drivers will be afforded the opportunity to bid on bus routes as they are created or become vacant. When bid, bus routes will be awarded on the basis of seniority. Routes that are not filled in accordance with this Section will be filled in accordance with Section 7.3. Existing bus drivers will drive the new program season's route for approximately two weeks to establish an accurate time for the new route. At the end of that two-week period, the Transportation Director will post the routes that have increased or decreased by thirty or more minutes.

Additionally, should a route, driven by a bus driver, be increased thirty (30) or more minutes, the route, with the added time, shall be posted as described above, and bus drivers will be given the opportunity to bid upon the posted routes in order of their seniority. Conversely, should a route be decreased by thirty (30) or more minutes, the driver shall be given the opportunity to displace (bump) any less senior driver. Any driver displaced due to this procedure, shall, in turn have the right to displace a less senior driver. During one calendar year, this adjustment of routes shall only be implemented once, unless at the discretion of the Transportation Director.

ARTICLE 8: PROBATION PERIODS

8.1 Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of sixty (60) work days. Should an employee's initial evaluation be deficient, the employee's probation period may be extended to ninety (90) work days. He/she shall be given specific reasons as the justification of such extension and the modifications necessary to rectify such deficiency. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

8.2 A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of sixty (60) work days. A newly promoted employee whose performance is deficient may have

his/her probationary period extended to ninety (90) work days. He/she shall be given specific reasons as to the justification of such extension and the modifications necessary to rectify such deficiency. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position anytime during his probationary period. A newly promoted employee may initiate a voluntary reduction to his/her former position during the probationary period. The employee shall be returned to his/her original position and pay rate without loss of seniority.

8.3 The Employer will conduct at least one (1) performance evaluation prior to the end of each employee's new hire or promotional probationary period to measure the employee's fitness to continue in the position.

8.4 Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

ARTICLE 9: LAYOFFS

9.1 When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff or job abolishment.

9.2 The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid-off in order of seniority with the least senior employee laid-off first. Employees who are dislocated from their classification shall have the right to bump (displace) any less senior employee, provided the bumping employee is qualified to perform the duties of the classification to which he or she desires to bump. Employees who are displaced by this process shall have, in turn, the right to bump (displace) less senior employees in like manner, should any exist.

9.3 Laid-off employees shall have recall rights for a period of up to twenty-four (24) months or their length of service with the Washington County Board of DD whichever is the more. If there is a recall within the classification from which the employee was laid-off, employees remaining on the recall list shall be recalled in the inverse order of their layoff, provided they presently qualify to perform the work without further training or certification.

9.4 Notice of recall shall be sent to the employee by registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

9.5 The recalled employee shall have seven (7) calendar days following the receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. Failure to return in fourteen (14) calendar days forfeits recall rights by the employee.

9.6 No new employees within a classification shall be hired until all laid-off employees within that classification having recall rights are recalled. This includes, but is not limited to,

substitute employees or WASCO employees. Substitutes replacing regular employees off on approved leave are exempt from this prohibition. Failure to return in fourteen (14) calendar days forfeits recall rights by the employee.

9.7 Employees on layoff shall be given preference for substitute work in their classification. In the event that they decline an offer to work when called as a substitute on three (3) separate occasions while on layoff status, they shall lose such preference, unless illness is the reason for declining to work and such illness has been verified in writing by a physician. The three (3) days may be waived by the Superintendent. Employees accumulate no benefits while working as a substitute employee.

ARTICLE 10: SENIORITY

10.1 "Seniority" shall be defined as the length of continuous service calculated from the last hiring date or re-employment following a break in service. "Seniority" does not accrue to employees who are not on paid status with the Employer, except for employees who are not able to work due to a work-related disability.

10.2 Employees shall lose all seniority and employment rights upon any of the following:

A. Discharge for just cause.
B. Retirement or resignation.
C. Layoff in excess of the period specified in Section 9.3 of this agreement.
D. Failure to notify the Employer of intention to return to work within seven (7) days of receipt of recall notice from layoff.
E. Failure to return to work upon expiration of an approved leave of absence or an authorized extension except due to mitigating circumstances which may occur after the fact; i.e., hospitalization which the employee is unaware of but which can be documented.
F. Absence of three (3) or more consecutive work days without notifying the Employer (no call/no show).

10.3 The Union shall be provided with a seniority list annually.

ARTICLE 11: CORRECTIVE ACTION AND PERSONNEL FILES

11.1 Disciplinary action shall be only for just and proper cause and may include: (a) verbal warning; (b) written warning; (c) suspension without pay; (d) reduction in position or classification; (e) docking or fine of pay; (f) a combination of the above including a working suspension; or (g) discharge from employment.

11.2 No employee shall be reduced in pay or position, suspended or removed except for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance in office. (Ohio Revised Code 124.34)

11.3 Whenever the Superintendent determines that a bargaining unit member may be subject to a disciplinary suspension, termination or other discipline which would result in a loss of pay, a pre-disciplinary hearing shall be scheduled by the Superintendent. The affected bargaining unit member shall be notified in writing of the date, time and place of the hearing at least forty-eight (48) hours in advance and advised as to the nature of the charge(s), citing specific article(s), section(s) and paragraph(s) of the Bargaining Agreement, the Employer Personnel Policies or related statute in the alleged violation. A Union representative may represent and accompany the bargaining unit member at the hearing if so requested; otherwise, no Union Representative may attend. Further, if the bargaining unit member does not request Union representation, the employee shall not be allowed representation by any other individual and/or organization

The pre-disciplinary hearing may be held by a neutral party selected by the Superintendent and who shall not be directly involved to the charges pending. The bargaining unit member must attend the hearing unless medically excused by a bona-fide physician statement which details the nature and extent of the incapacitating illness. In the event of such absence, the hearing will still be held and the bargaining unit member may submit an affidavit in support of his or her position. Absence for bona-fide medical reasons shall not be considered a Waiver of appeal rights.

Prior to the commencement of the pre-disciplinary hearing, the Superintendent or his/her designated representative and the bargaining unit member or his or her Union representative shall exchange a list of witnesses known to each other at that time. The Superintendent and/or Administrator shall then explain to the bargaining unit member the nature of the charge(s) and ask the bargaining unit member to respond. The bargaining unit member or Union representative may then present any further testimony, witnesses or documents which would explain and/or justify and/or rebut the bargaining unit member's alleged conduct. The Superintendent or his/her designee and the bargaining unit member or his Union representative may cross examine witnesses.

A written report of findings will then be prepared by the Superintendent and/or Administrator and in case of discipline directed to the Superintendent who shall decide what, if any, discipline is appropriate. A bargaining unit member may appeal any disciplinary action taken by filing a grievance at Step 3 within three (3) working days of receipt of the written decision.

11.4 The degree of discipline administered will depend upon the seriousness of the offense and the bargaining unit member's past record of discipline and performance. Discipline will be applied in a progressive manner in any case involving minor violations. Discipline will sometimes require a penalty commensurate with the offense committed.

11.5 New hire probationary employees may not appeal disciplinary actions or terminations pursuant to Article 8, Section 8.1 of the Agreement.

11.6 Verbal and written reprimands will not be used in any future discipline after eighteen (18) months and suspensions after thirty-six (36) months provided there is no intervening disciplinary actions during that period of time, in which case the time restarts. Disciplinary records will only be destroyed in compliance with Ohio Public Records Law.

11.7 Any bargaining unit member who has been disciplined shall receive a copy of the action along with the Union President.

ARTICLE 12: GRIEVANCE PROCEDURE

12.1 The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a violation, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

12.2 All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements of each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer.

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

12.3 It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1: In order for alleged grievance to receive consideration under this procedure the grievant must orally identify the alleged grievance to the employee's immediate supervisor within ten (10) work days of the occurrence or knowledge of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) work days following the date on which the supervisor was presented the grievance.

STEP 2: If the grievance is not resolved in Step 1, the employee, and the appropriate Union representative, if so desired by the employee, shall reduce the grievance to writing and shall within five (5) work days refer the grievance to the Department Head at Step 2 of the grievance procedure. The grievance must be given to the Department Head and receipt acknowledged. The Department Head shall have five (5) work days in which to schedule a meeting, if he deems such necessary, with the grieved employee and his representative should the employee request representation. The Department Head shall respond in writing to the grievance within five (5) work days following the meeting date or within ten (10) work days of receipt of the grievance if no meeting is held.

STEP 3: If the grievance is not resolved in Step 2, the employee, with the appropriate employee union representative, may refer the grievance to the Superintendent or designee within five (5) work days after receiving the Step 2 reply. The grievance must be given to the Superintendent or designee and receipt acknowledged. The Superintendent or designee shall have five (5) work days in which to schedule a meeting with the grieved employee and his appropriate Union representative. The Superintendent or designee shall investigate and respond to the grievant and/or appropriate Union representative within ten (10) work days following the meeting.

STEP 4: ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to arbitration. A request for arbitration must be made within ten (10) calendar days following the date the grievance was answered in Step 3 by submitting a request for a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and sending a copy of such request to the Superintendent.

Upon receipt of the arbitrators' list, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternative strike method and a flip of the coin shall determine which party shall strike last from the list.

Either party shall have the option to reject the list of names provided by FMCS and request a second list.

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, nor add to or subtract from or modify the Agreement nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. 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 to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

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 negotiate as part of this Agreement. In cases of discharge or of suspension the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the employer in Step 1 of the grievance procedure.

The decision of the arbitrator shall be binding upon the parties. Any cost involved in obtaining the list of arbitrators shall be paid by the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

12.4 Grievances shall be submitted using the grievance form mutually agreed upon by the parties. The form is attached hereto as Appendix A.

12.5 A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee may be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

12.6 Disciplinary suspensions and removals may be submitted directly to Step 3.

12.7 For purposes of this Article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party.

12.8 Employees may be represented at any level of the grievance procedure only by representatives of the Union. There shall be no award or adjustment of a grievance at Step 3 or above without Union representative present.

ARTICLE 13: UNION REPRESENTATION

13.1 The Employer agrees to admit not more than two (2) non-employee Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein providing advance notice is given to the Employer. Upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative.

13.2 The Employer shall recognize one (1) employee in the bargaining unit to act as the employee unit representative for the purpose of processing grievances in accordance with the Grievance Procedure.

13.3 The Union shall provide to the Employer an official roster of its officers and local employee representative, which is to be kept current at all times and shall include the following:

A. Name

B. Address
C. Home telephone number
D. Immediate supervisor
E. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

13.4 The investigation and writing of grievances shall be on non-duty time.

If grievance hearings are scheduled during an employee's regular duty hours, the employee and the employee union representative shall not suffer any loss of pay while attending the hearing.

The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

ARTICLE 14: RULES AND REGULATIONS

14.1 The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs. An employee shall not be disciplined for off-duty activities which are not directly related to his/her employment.

14.2 The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any express terms of this Agreement.

ARTICLE 15: BULLETIN BOARDS (BUILDING USAGE REQUEST)

15.1 The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union.

15.2 The Union will be responsible for posting and maintaining the bulletin board which shall be neat in appearance at all times. Posted material will be authorized for posting only when it contains the signature of the local union chapter president.

15.3 It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

A. Personal attacks upon any other member or any other employee;

B. Scandalous, scurrilous or derogatory attacks upon the administration;

C. Attacks on any other employee organization, regardless of whether the organization has local membership; and

D. Attacks on and/or favorable comments regarding a candidate for public office or for office in any employee organization.

15.4 No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

15.5 Violation of any provisions of this Article shall subject the Union to revocation of bulletin board posting privileges by the Employer.

15.6 The Union may request the use of Board building facilities through established Board procedures (Building Usage Form). Requests for building usage will not unreasonably be denied.

ARTICLE 16: HOURS OF WORK AND OVERTIME

16.1 This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime.

16.2 The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, exclusive of one-half (1/2) hour lunch period. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12 o'clock midnight the following Saturday.

16.3 When an employee is required by the Employer to work for more than forty (40) hours in a calendar week as defined in Section 16.2 above, he shall be paid overtime pay for all time worked in excess of the forty (40) hours. Overtime pay shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay, which includes Annual Leave, Extended Leave or holidays taken in the forty (40) hour week only in their normal job classification.

16.4 Voluntarily, during the summer months, the work week may be four (4) days a week, ten (10) hours a day for full-time permanent employees, Monday through Thursday as established by the Washington County Board of DD. Twelve (12) month employees who do not work full-time may use Annual Leave under Article 18 to receive pay for any Friday which is a non-working day.

16.5 Employees who work on Sunday shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate.

16.6 There shall be no pyramiding of overtime or premium pay under any provisions of this Agreement.

ARTICLE 17: REST PERIODS

17.1 Each full-time employee shall be granted a fifteen (15) minute rest period with pay which will be scheduled whenever practicable approximately midpoint in the first one-half (1/2) of the employee's regular work shift and in the second one-half (1/2) of the shift. Rest periods shall be taken at a time and manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a work break to be preceded and followed by an extended work period.

17.2 Nine (9) month aides working six (6) hours or more per day shall be granted a five (5) minute break during first 1/2 of the employee's regular work shift and in second 1/2 of the shift. Breaks shall be taken at a time and manner that does not interfere with the efficiency of the work unit, and such breaks will be by mutual agreement between the aide and classroom teacher. Special conditions may exist in certain circumstances where a five (5) minute break is not possible due to the demands of the work day. Example: field trips, classroom problems, etc. The rest period is intended to be a work break to be preceded and followed by an extended work period.

ARTICLE 18: ANNUAL LEAVE/EXTENDED ILLNESS LEAVE

18.1 After six (6) years of completed service, 9 month employees will be credited their Annual Leave days on July 1st of each year, but can't use those days until after the 1st day of each school year. After six (6) years of completed service, all 12 month employees will receive Annual Leave days on July 1.

Length of Service	12 months Entitlement	9 months Entitlement
First year of employment	11 work days	8 work days
1 year through 6 years	25 work days	19 ½ work days
7 years through 13 years	30 work days	23 work days
14 years or more	35 work days	27 work days

12 month employees who have completed 25 years of service will receive:

- ½ day annual leave credited on their 26th anniversary date.
- 1 whole annual leave day credited on their 27th anniversary date.
- 1 ½ annual leave days credited on their 28th anniversary date.
- 2 whole annual leave days credited on their 29th anniversary date.
- 2 ½ annual leave days credited on their 30th anniversary date.

All persons with an initial hire date of July 1, 2000 or after shall be credited with Annual Leave on the anniversary date of hire according to section 18.1.

18.2 Employees may utilize Annual Leave for vacation, personal illness, personal business, or illness or death of a relative. Notification requirements for the use of Annual Leave are as follows:

A. Vacation: Employees desiring to schedule Annual Leave for vacation purposes are required to submit a request to their immediate supervisor no less than five (5) work days in advance of the requested starting date. Approval shall be subject to the manpower requirements of the agency. Annual Leave for the purpose of vacation shall be charged in minimum units of one-half (1/2) hour. Annual leave for the purpose of vacation shall be charged in minimum units of one-half (½) days for transportation employees.

Employees who submit a request for a vacation of eight (8) hours or less shall give the Employer a forty-eight (48) hour notice and the Employer will respond within twenty-four (24) hours of approval or denial in writing to the employee. All other requests will require a five (5) day notice for vacations longer than two (2) days and notice will be provided within the four (4) days after request.

B Personal Business: Employees desiring to use Annual Leave for reasons of personal business are required to submit a request to their immediate supervisor forty-eight (48) hours in advance. The supervisor may waive this time requirement when special circumstances warrant. Annual Leave for purposes of personal business shall be charged in minimum units of one-half (1/2) hour. Annual leave for the purpose of personal leave shall be charged in minimum units of one-half (½) days for transportation employees.

C. Illness or Death: Employees may use Annual Leave for personal illness or illness or death in immediate family. "Immediate family" is defined as parents, brothers, sisters, spouses, sons, daughters, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, aunts, uncles, nieces, nephews, step-children and significant others residing in the same household, legal guardian or legal dependent. Additional need may be approved by the Superintendent.

When an employee is unable to report to work due to these reasons, he shall notify his supervisor, or other designated person, within not less than one (1) hour before his starting time on each day of absence, unless other arrangements have been made with the supervisor.

When an employee in the Transportation Department is unable to report to work due to these reasons, s/he shall notify the supervisor or designee, within not less than ninety (90) minutes before his/her starting time on each day of absence, unless other arrangements have been made with the supervisor.

18.3 Annual Leave not used by an employee during his leave year shall, at the employee's option, be converted to cash at the rate of one (1) day's pay for each one (1) day of unused leave to a maximum of twenty (20) days. An additional option for the conversion of Annual Leave not used by an employee during his leave year shall be conversion to Extended Illness Leave at a rate of three (3) days credit for each two (2) days of unused leave. An employee may elect to convert Annual Leave under either or both of the above plans.

18.4 An employee who exhausts all but ten (10) days of his Annual Leave and becomes ill or injured shall be eligible for paid or unpaid leave as follows:

A. The employee may be placed on Disability Leave, consistent with the provisions of this Agreement, FMLA provisions and governing law; or

B. The employee may request to use Extended Illness Leave as established in this Article.

18.5 Extended Illness Leave shall be used in the following manner, and only after all but ten (10) days of the Annual Leave has been exhausted:

A. Notification by Employee: When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person, within one (1) hour of starting time (unless extenuating circumstances prohibit) on each day of absence, unless other arrangements are made with the employee's supervisor.

B. Evidence Required for Extended Illness Leave: Upon return to work, an employee shall complete an application for Extended Illness Leave form to justify the use of Extended Illness Leave. The Employer may, when an employee utilizes any leave, including unpaid leave for medical appointments or when the absence is five (5) consecutive work days or more, require the employee to furnish a certificate from a physician, dentist or other medical practitioner. Falsification of either a written, signed statement or practitioner's certificate shall be grounds for disciplinary action including dismissal.

C. Extended Illness Leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Personal illness or injury of the employee or family member

2. Medical, dental, or optical examination or treatment of the employee which cannot be scheduled during working hours

3. Pregnancy and/or childbirth of the employee and other medically-related conditions thereto

D. Extended Illness Leave shall be charged in minimum units of one-half (1/2) hour.

18.6 Extended Illness Leave, not to exceed five (5) days, may also be used in the event of the death of a family member. "Immediate family" is defined as parents, brothers, sisters, spouses, sons, daughters, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, aunts, uncles, nieces, nephews, step-children and significant others residing in the same household, legal guardian or legal dependent. Additional need may be approved by the Superintendent. Employees taking Extended Illness Leave for the death of a family member will not be required to exhaust all but two (2) days of Annual Leave. In all cases in which Extended Illness Leave is used under this section, one (1) such day of leave shall be used to attend the family member's funeral.

18.7 Current employees, newly hired or transferred employees shall receive credit for prior public service with the State, County or any political subdivision of the State upon receipt of written confirmation of such service time. Sick leave accumulated at other public agencies will be brought forward upon written receipt of accumulated days and converted to Extended Illness Leave. Sick leave that has not been previously credited by the prior Agency shall not be brought forward or in any manner converted to Extended Illness Leave.

18.8 In the event an employee is discharged for cause, retires or resigns, he shall be paid at the rate of one (1) day's pay for each two (2) days of unused Annual Leave on a pro rata basis from the date of accrual of Annual Leave to the date of separation. In the event the employee has used more than his pro rata share of Annual Leave on the date of separation, the employee will suffer no loss of pay. No payment will be made for unused Extended Illness Leave at the time of separation, except in instances where the employee retires. In such event, the employee, within thirty (30) days of the effective date of retirement, will receive one quarter of his unused accrued Extended Illness Leave not to exceed sixty (60) days pay.

18.9 Bereavement Leave.

Bargaining Unit members will be granted three (3) days of bereavement leave in addition to 18.6 for the death of any relative listed in Section 18.2(c) above. Bereavement leave will be deducted from Extended Illness Leave.

ARTICLE 19: LEAVES OF ABSENCE

19.1 **Personal Leave**

Any employee who has completed one (1) year's continuous service with the Washington County Board of DD may apply for leave of absence for personal reasons including illness (in the case of illness, after the exhaustion of all but seven (7) days of Annual Leave and Extended Illness Leave) not to exceed six (6) months. Said leave shall be applied for in writing. However, in no case shall leave be granted to an employee for the purpose of accepting other employment. In the event that personal leave is taken for illness, the employee must present a certificate from his/her physician that he/she is able to return to work at least seven (7) days prior to his/her scheduled date of return. Should the Board question such certification, it has the right to have the employee examined under Article 21 (except as provided in Section 18.5).

19.2 **Parenting Leave**

An employee shall be entitled to a leave of absence for parenting purposes. He/she should make application for such leave at least four (4) months before the anticipated delivery or adoption, and the application must contain a date upon which the employee will cease employment. Parenting leave shall be for not more than six (6) months. An employee may use his/her paid leave in combination with unpaid leave for this leave.

19.3 Upon returning to work from Parenting Leave, the employee shall be returned to his former job classification and displace another employee covered by this Agreement who has less classification seniority.

19.4 **Disability Leave** (OAC 123:1-30-01)
A Disability Leave may be granted when an employee has exhausted his accumulated Annual Leave and Extended Illness Leave (except as provided in Section 18.5) and any authorized Personal Leave and is:

A. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution, or

B. is declared physically incapable of performing the duties of his position by the licensed physician under Section 19.1 (for illness), 19.2 and/or 21.1.

19.5 **Reinstatement Procedures**
Reinstatement rights following Disability Leave extended for three (3) years from the date such leave is granted.. Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted in accordance with Article 21. If continuing disability precludes reinstatement, the employee may wish to apply to PERS for Disability Retirement. If approved, such separation should be reported by the Superintendent on a Personnel Action Form.

The Superintendent shall send a written reminder to the employee at least two (2) weeks prior to the expiration of his Disability Leave. An employee who does not return from Disability Leave, formally resign, or take Disability Retirement shall be separated by Personnel Action with the designation "Failure to Return from Disability Leave."

19.6 Any appointment made to a position vacated by Disability Leave will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from Disability Leave be reinstated to another position, the temporary appointment will be made permanent.

19.7 **Voluntary Reduction**
When an employee becomes physically unable to perform the duties of his position, but is still able to perform the duties of a vacant, lower level position, he may voluntarily request reduction to the lower level position. Such request shall be in writing, stating the reason for the request and, if approved by the Superintendent, attached to the implementing Personnel Action.

19.8 The Union may request a leave of absence not to exceed three (3) days for no more than two (2) employees during any one (1) calendar year. Said leave shall be requested for those employees selected by the Union to attend educational classes conducted by the Union. Such leave will be granted whenever practicable.

19.9 The Washington County Board of DD will continue to comply with all appropriate state or federal statutes and regulations relating to the employment rights of employees on military service.

19.10 All leaves specified in this Article shall be without pay, except as provided herein, and without loss of seniority.

19.11 The Washington County Board of DD reserves the right to have an employee examined by a physician under Article 21 before permitting an employee to return to work or to continue working after an illness, injury or disability.

19.12 An employee who is absent from work due to physical disability resulting from an assault which occurs in the course of his employment will be maintained on full pay status for a period of seven (7) days and such time shall not be charged against the employee's annual leave. The employee shall furnish a signed statement on a form furnished by the Board to justify the use of assault leave. If medical attention is required, a certificate from the attending physician stating the nature of the disability shall be required before assault leave can be approved for payment.

19.13 **Family and Medical Leave**
The Board will comply with the provisions of the Family Medical Leave Act of 1993.

ARTICLE 20: WORKERS' COMPENSATION

20.1 In the event an employee is on an unpaid leave of absence due to an occupational injury or illness for which he receives Workers' Compensation Benefits, the Employer shall continue to pay the employee's premiums for all insurance benefits for a period of six (6) months.

ARTICLE 21: PHYSICAL EXAMINATIONS

21.1 The Washington County Board of DD reserves the right to have an employee examined by a licensed physician chosen by the Board to ensure that an employee has the Mental and physical capacity to perform the substantial and material duties of his job. The Board will pay for the cost of the examinations that it requires any employee to undergo. A list of two (2) physicians will be presented to the employee who may choose one (1) of the two (2) physicians from the list provided. If the employee fails to make his selection known within forty-eight (48) hours, the Board will select the physician for the employee. If the employee is required to travel more than fifty (50) miles round trip from the Ewing School Administrative Offices to attend the examination, then he shall be paid for the mileage at the rate paid by the Employer. The Employee will sign a release to permit the physician to release the results of the physical examination pertaining to the employment of the employee at the Washington County Board of DD to the Superintendent.

ARTICLE 22: HOLIDAYS

22.1 The Washington County Board of DD will observe the following holidays and holiday pay procedures:

New Years Day	Labor Day	Good Friday
Martin Luther King Day	Thanksgiving Day	

Memorial Day	Christmas Day
Independence Day	President's Day
Columbus Day	Veteran's Day

22.2 Full-time employees whose date of hire is thirty (30) days prior to the day observed as holiday shall be eligible for holiday pay for all hours they are normally scheduled to work on a day designated as a holiday regardless of work shift.

22.3 All employees shall be scheduled off work on all days observed as holidays except those employees who are scheduled for vital service work as determined by the Board.

22.4 Employees required to work on a day observed as a holiday shall receive their normal scheduled hours of work as holiday pay and a premium of time and one-half (1 ½) in addition for each hour worked on the holidays.

22.5 A full-time employee not normally scheduled to work during the holiday period or absent without leave on a work day immediately preceding a day observed as a holiday will be denied the holiday pay. Employees on leave or layoff status on the day observed as a holiday are not entitled to holiday pay. If on sick leave or vacation leave on a day observed as a holiday, the employee will receive holiday pay and will not be charged for sick or vacation leave.

22.6 Holiday pay will never exceed eight (8) hours for any single holiday regardless of employee schedule.

22.7 If the holiday falls on a Saturday, it will be observed on the preceding Friday. If the holiday falls on a Sunday, it will be observed on the following Monday.

22.8 Twelve (12) month part-time employees will receive holiday pay for hours normally scheduled to work for the holidays identified in Section 22.1. Nine (9) month employees will receive holiday pay for hours normally scheduled to work on the following holidays:

New Years Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Columbus Day	President's Day
Veterans Day	Good Friday

ARTICLE 23: CALAMITY DAY PAY

23.1 Whenever an employee is called to work at a time other than his regular work schedule, thereby necessitating additional travel to and from work, he shall be guaranteed one (1) hour of pay at the straight time or overtime rate, whichever is appropriate, in accordance with the other articles of the Agreement. A calamity day occurs when all the programs are closed, partial shutdowns do not constitute a calamity day.

23.2 It is understood that any call-in which starts prior to the regular shift and continues into the employee's regular shift or time worked immediately following the regular shift, shall not be eligible for the minimum as provide in Section 23.1 above.

23.3 Twelve (12 month employees

Twelve (12) month employees including bus drivers shall receive their regular daily pay for any day that the facilities are closed due to calamity (weather, health or other emergency) that they would have normally worked.

Nine (9) month employees

Nine (9) month employees shall receive their regular daily rate of pay for up to five (5) calamity days per year or any additional calamity days approved by the State of Ohio for the school and workshop. In the event there are more than five (5) calamity days in any given year, nine (9) month employees shall be given the option to use annual leave days or unpaid leave. If the State of Ohio approves additional calamity days the following action will occur:

If the employee used unpaid leave:

Daily pay will be restored to the employee in an amount equal to the number of days granted by the State of Ohio.

If the employee used annual leave days:

Annual leave days will be restored to the employee in an amount equal to the number of additional days granted by the State of Ohio.

Nine (9) month employees will have the opportunity to make up calamity days, required by the State, at the end of the year.

***Transportation staff will be required to operate buses the number of days necessary to complete the school year.

23.4 Employees required to work on a calamity day shall be compensated at time and one-half (1-1/2) their regular hourly rate for all hours worked. This provision shall be limited to five (5) calamity days per year or any additional calamity days approved by the State of Ohio for the school and workshop. Twelve (12) month employees, including twelve (12) month bus drivers, shall be granted unlimited calamity days and shall be compensated at time and one-half (1- ½) their regular hourly rate for all hours worked on any calamity day.

23.5 If an employee reports to work in good faith, and a calamity day was called after that person reported to work, the employee would be compensated at time and one-half for the time worked and credited the remainder of the day under calamity hours.

ARTICLE 24: INSURANCE

24.1 Health Insurance

1. The Board shall pay up to $414.41 for a single plan, Employee Child $578.32, Employee Spouse $825.59 and up to $922.48 of the family plan toward

hospitalization, surgical, major medical plan chosen by the bargaining unit member from those plans offered by the Board on the effective date of this agreement. The employee shall pay the remaining amount for single plan, Employee/Spouse, Employee/Child, and for family plan of the premium of the plan they have chosen. Any increases in premiums shall be split 50-50 between the Board and the bargaining unit member.

2. The Board shall continue to try to make available to non-retired bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, health maintenance organization, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provision or deductibles so long as the Board uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another.

3. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the conventional insurance coverage in effect immediately prior to this Agreement. Such changes may include, but are not limited to, mandatory second opinions for elective surgery preadmission and continuing admission review, preferred providers provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

4. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans.

   Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.

24.2 The Employer shall pay one hundred (100%) percent of the premium for dental and life insurance premium which shall be maintained at the level of coverage in effect on the date of execution of this Agreement.

ARTICLE 25: WAGES

25.1 All employees will receive a one-time payment two hundred and fifty dollars ($250.00) effective on the 2nd pay in August 2015. All employees will receive a one-time two hundred and fifty dollars ($250.00) payment effective on the 2nd pay in January 2016.

ARTICLE 26: TRANSPORTATION PROVISIONS

26.1 All field trips shall be assigned to regular bus drivers. Field trips shall be defined as any time nine (9) or more students, or clients (if over twenty-five (25) mile round trip) are to be transported to a given activity. Such assignments shall be made through the use of a rotating list of all drivers. The order of drivers on such lists shall be determined at the start of each school year by drawing numbers. No field trip shall interfere with a bus drivers' regular route.

26.2 Field trips rate of pay shall be at the regular rate of pay of the driver that is on the rotation schedule portal to portal. Duties of the bus driver shall be specified by the Director of Transportation prior to the trip. Drivers shall be paid for a minimum of three (3) hours per trip. Drivers will not be paid for sleep time on overnight trips or time away from bus unengaged.

26.3 All bus routes will be timed by the second week of October of each year. This shall establish the route time for the year. Bus routes may be retimed if there is a substantial change in the route during the school year. Summer routes will be timed annually.

26.4 As a general provision, bus drivers shall receive one (1) hour's pay per normal working day in consideration of the following:

A. daily pre-trip bus inspection
B. fueling bus, warm-up, de-icing, sweep-out, time involved due to breakdowns, accidents, traffic delays, road conditions (snow, ice, floods, fog, and high water, etc.). Any delays involving one hour (1) or more shall be considered as extra pay time.
C. routine reports (unusual incidents, behavior, attendance, fuel logs, route sheets, etc.)
D. detailed cleaning of bus interior

26.5 Green Route Days

If a bus driver or bus monitor is unable to safety report to work on a Green Route Day, he or she will have the option of using an Annual Leave Day or unpaid leave of absence for that day.

If more bus drivers (also applies to bus monitor) report for duty than the number of routes operating on a Green Route Day, the extra bus drivers will serve as bus monitors or help Operations staff. The Director of Transportation will assign transportation staff accordingly on Green Route days, deciding who will drive and who will serve as bus monitors, and who

will help Operations staff. There may be other options in addition to these listed, at the discretion of the Superintendent, Director of Transportation or designee. Even though there is a two hour delay on a Green Route Day, bus drivers and the bus monitor will receive their regular rate of pay on a Green Route Day.

The procedure for a "Green Route Day" can be obtained in the office of the Transportation Director.

ARTICLE 27: EDUCATIONAL BENEFITS

27.1 Employees will be provided a maximum of three hundred dollars ($300.00) reimbursement of a maximum of two (2) quarters per year or two hundred dollars ($200.00) reimbursement for the one (1) semester per year for credited courses which are related to DD employment. Employees must show proof of successful course completion prior to reimbursement. If required by the Superintendent, course will be paid by the Board.

ARTICLE 28: JURY DUTY AND COURT LEAVE

28.1 The Washington County Board of DD grants time off without loss of pay to employees who are:

A. Summoned for jury duty by any court of competent jurisdiction.
B. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses where the employee is not a party to the action.
C. Appellants in an action before the SPBR, SERB, or a Workers' Compensation Hearing.

Summons or subpoenas must be presented to the employee's supervisor prior to the scheduled date of their appearance/attendance.

Where practical an employee has an obligation to return to their regularly scheduled work assignment following release by the court or board.

Any fee or compensation received by an employee for jury duty or court attendance compelled by summons or subpoena and performed during the employee's regular duty hours shall be remitted to the Board.

Hours paid for time served on jury duty or court attendance will be included in total hours for computing overtime pay. Not to exceed eight (8) hours in one day without Superintendent approval, not to exceed eight (8) hours or their normal workday, whichever is less, in any one day without the Superintendent's approval.

ARTICLE 29: MISCELLANEOUS PROVISIONS

29.1 Employees who are required to attend in-service training meetings sponsored by the Board shall receive their current hourly rate of pay. Employees shall also be paid the current hourly rate of pay for each hour of attendance at Board required Red Cross First Aid Training.

29.2 All nine (9) month employees may sign up for a summer work within their classification and shall be given the assignment prior to substitute employees with the Washington County Board of DD.

29.3 Employees who are employed less than 20 hours per week shall not receive any fringe benefits accrued their credit except sick leave.

29.4 Employees performing Board-mandated drug and/or alcohol testing, or receiving Board-mandated physicals, will receive their regular hourly salary for a minimum of one hour, and maximum of two hours, depending on the length of the testing/appointment.

29.5 Employees will be compensated at their regular hourly salary for time spent performing Board-mandated recertification training.

ARTICLE 30: DISTRIBUTION OF AGREEMENT

30.1 Within thirty (30) days after the execution of this Agreement, the Board shall provide without charge a copy of this Agreement to all employees of the bargaining unit. An additional twelve (12) copies will be provided to the President of Chapter #763 OAPSE/AFSCME.

ARTICLE 31: APPLICATION OF CIVIL SERVICE LAW

31.1 No section or provision of the Civil Service laws contained in the Ohio Revised Code shall apply to employees in the bargaining unit where such provision is addressed by the terms of this Agreement. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit as covered by the terms of this Agreement.

ARTICLE 32: SEVERABILITY

32.1 If any provision(s) of this Agreement shall be found contrary to law, then said provision(s) shall be deemed invalid, but all other provisions herein shall continue in full force and effect.

32.2 In the event any provision of this Agreement is found contrary to law and deemed invalid, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 33: ENTIRE AGREEMENT

33.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the duration of this Agreement, 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 or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

ARTICLE 34: HEALTH AND SAFETY

A. The Board shall insure all necessary facilities, supplies, and all other equipment is in the best and safest possible working condition so that members may safely and effectively carry out their duties. The Board shall attempt to prevent a condition nor allow a condition to exist which may significantly endanger members of the Union in the performance of their duties.

B. Bargaining unit members are responsible for observing all safety rules and regulations and reporting all incidents and injuries within twenty-four (24) hours, or in a timely manner.

C. Tetanus shots/Hepatitis shots will be administered on an as-needed basis without charge to all bargaining unit members.

D. Information concerning special medical conditions, including communicable diseases, in the school or workshop, will be communicated to staff members. OAPSE and the Board recognize that such information is confidential and privileged information, and it will be treated as such.

ARTICLE 35: DURATION

35.1 This Agreement shall be effective as of July 1, 2015, and shall remain in full force and effect until 11:59 p.m., June 30, 2016.

Signatures:

FOR THE WASHINGTON COUNTY BOARD OF DD:

Susan Tilton, Superintendent

Brenda Riffe, Director of Business

FOR OAPSE CHAPTER 763:

Marvin Robinson, Union President OAPSE

Liz Walls, OAPSE Representative

FOR THE COUNTY COMMISSIONERS:

David ~~Wright~~ White, Commissioner

Ronald Feathers, Commissioner

Rick Walters, Commissioner

APPROVED AS TO FORM:

Daniel P. Ruggiero, Attorney
Cross Management Consulting Services, Inc.

APPROVED AS TO CONTENT

Robert W. Cross, President
Cross Management Consulting Services, Inc.

Bargaining Unit Beginning Hourly Wages
2015-2016 Contract Year

	STEP 1
OPERATIONS I & CLERICAL	10.28
OPERATIONS II	12.47
BUS DRIVERS & TEACHER AIDES	11.59
BUS MONITOR	8.24

BASE AMOUNTS

Operations I & Clerical	10.18
Operations II	12.35
Bus Drivers/Teachers	11.48
Bus Monitor	8.16