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**NEGOTIATED AGREEMENT**

**BETWEEN**

**THE HOCKING COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**AND**

**THE OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES  
OAPSE/AFSCME LOCAL 4, AFL/CIO  
AND ITS LOCAL #789**

**July 1, 2015 - June 30, 2019**

## ARTICLE 1: AGREEMENT

- A. THIS AGREEMENT is entered into this 17th day of June, 2015 between **COUNTY BOARD OF DEVELOPMENTAL DISABILITIES** and its Superintendent, as the employer of employees in the bargaining unit (hereinafter collectively called the "Board" or "Employer"), and the **OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/AFSCME, AFL-CIO** (hereinafter called "OAPSE" or "Union"). The "Board" and "OAPSE" shall include all agents and representatives of the Board or OAPSE, as the case may be. To the extent this Agreement requires that actions be taken or not be taken by the Board of County Commissioners or elected officials or public bodies other than the Board, OAPSE acknowledges that the Board is not able to dictate the actions of other officials or public bodies and that the Board shall not be held liable for breach of contract, or otherwise, for acts or omissions of such other officials or public bodies.
- B. This Agreement has as its purpose the mutual satisfactory relationship between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences which may arise, and the establishment of wages, hours, and other terms and conditions of employment.
- C. This Agreement totally integrates all wages, hours, terms, and conditions of employment existing between the parties, eliminating all past and existing practices. The wages, hours, terms, and conditions which exist between the parties are to be understood from no other source but this Agreement. The parties expressly waive the right to submit any item for negotiation during the term of the contract. Items may be negotiated by mutual agreement.
- The parties intend this Agreement to supersede any Ohio Revised Code provisions on these subjects. The intent of this entire Agreement to supersede the Ohio Revised Code is not contradicted because any one article therein does not specifically so indicate. Where this Agreement is silent on a wage, hour, term or condition of employment, applicable law controls. Where no applicable law exists, management acts at its discretion.
- D. If any part of this Agreement is rendered invalid by the United States government or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective. The parties agree to bargain over the contract provision made invalid.

## ARTICLE 2: MANAGEMENT RIGHTS

- A. Management's rights are exclusive. Management has no duty to bargain over its decisions or their effects. Except as expressly limited by this contract, the Board's management rights include, but are not limited to, the right:
- to manage and direct its employees, including the right to select, train, hire, promote, transfer, assign, evaluate, retrain, lay off, recall, reprimand, suspend, discharge or

discipline for just cause; to manage and determine the location, type, and number of physical facilities, type of equipment, programs and the work to be performed; to determine the department's goals, objectives, programs and services, and to utilize personnel in a manner determined by the Board to effectively and efficiently meet those purposes; to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty; to promulgate and enforce work rules, department order, policies and procedures; to require employees to use or refrain from using specified equipment, uniforms, and other tools of duty; to determine the hours of work and work schedule; to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained; to determine the department's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the department's goals and mission; to determine conduct and performance expected of an employee in an emergency situation; and to determine class periods, assignments, and instructional and work hours for individuals receiving services.

- B. In addition, those management rights not listed in this contract are exclusively reserved by the Board. Any doubt whether a right has been reserved to management is to be resolved in favor of the Board.

### **ARTICLE 3: NON-DISCRIMINATION**

- A. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age (over 40), sex, race, color, creed or national origin, or handicap except where a bona fide occupational qualification exists.

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.

- B. The Employer 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 or because of any employee activity in an official capacity on behalf of the Union so long as that activity does not conflict with the terms of this Agreement.
- C. The Union agrees not to interfere with the right of employees to refrain or resign from membership 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 4: RECOGNITION**

- A. The Board recognizes OAPSE as the sole and exclusive bargaining representative for those non-professional employees listed below. Listing the classifications below does not restrict management's right to add or eliminate classifications or jobs.

**Included are:**

All registered, support, full-time and regular short hour employees including: Habilitation Aide, Van Operator/Van Operator Assistant, Para Professional Assistant, Workshop Specialist, Workshop Specialist Floater, Contract Procurement, Receptionist, Maintenance, and Activities Specialist.

As of July 1, 2015, the parties agree the following job titles are included in the unit:

Activity Coordinator  
Adult Program Specialist  
Adult Program Specialist Assistant  
Maintenance  
Receptionist  
Van Driver  
Workshop Specialist  
Workshop Specialist Floater

**Excluded are:**

All professional, supervisory, managerial, temporary, casual, and seasonal intermittent employees, confidential, substitutes as defined in O.R.C. §4117, and all other employees.

- B. Both parties agree that all employees in the bargaining unit have the right to join, participate in or assist OAPSE and the right to refrain from joining, participating in or assisting OAPSE without intimidation or coercion by OAPSE. Membership in OAPSE shall not be a condition of employment.

The Board agrees to negotiate over the effects of subcontracting. Subcontracting occurs when the Board hires a third party to perform the core responsibilities of the job classifications of bargaining unit members.

- C. The term "Regular Short Hour" means those employees who are regularly scheduled to work less than thirty (30) hours per week.

**ARTICLE 5: IMPASSE**

**Negotiations**

- A. If an agreement has not been reached prior to two weeks before the expiration date of this Agreement (or at any later time), either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call for mediation, the Federal Mediation and Conciliation Service shall be jointly requested

to appoint a mediator, and the selection shall be in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS).

- B. The mediator shall have 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. Mediation shall continue until the mediator after consultation with the parties, determines that ultimate impasse has been reached.
- C. Pursuant to Section 4117.14 (C) and 4117.14 (E) of the Revised Code the parties have established this mutually agreed upon dispute resolution procedure which supersedes the procedures listed in Section 4117.14 (C) (2)-(6) and any other procedures to the contrary. This Article does not diminish or preclude the Association rights under Section 4117.14 (D) (2), provided the procedures therein have been followed.

Any of these negotiations procedures may be altered by mutual agreement of the parties.

#### **ARTICLE 6: UNION REPRESENTATION**

- A. The Employer agrees to permit Union staff representatives who are not employees of the Employer access to the Employer's premises during the normal office business hours. Such staff representatives shall also be permitted access to the Employer's facilities for any scheduled Union meeting to be held before or after normal business hours. The Union agrees that such visitations shall not interfere with the work duties of the employees except to the extent otherwise authorized therein. Such visitation shall be for the purpose of conducting Union business. The Union representative shall notify the Superintendent or designee before entering Board property. He/she shall not enter Board property without the Superintendent's or designee's prior approval; such approval shall not be unreasonably withheld.
- B. The Employer shall recognize as Union representatives the President of the Local, or in his/her absence, the Vice President; a grievance committee chairperson; and one (1) steward for each building. The stewards shall be members of the bargaining unit. The stewards shall be recognized as representatives for the building in which they are employed.
- C. The Union shall provide to the Employer an official roster of its Union representatives which is to be kept at all times and shall include the following:
  - 1. Name
  - 2. Address
  - 3. Home telephone number
  - 4. Immediate supervisor
  - 5. 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.

- D. Duly authorized representatives of the Union and its affiliates may transact Union business on Board property at any time before, after, or during the regular Board day; provided, however, that no such business shall be conducted during duty time of the individuals involved, nor shall such Union business interfere with any other Board function. Disciplinary hearings and arbitrations, however, shall be held on work time. All Union business is voluntary and is not work subject to the Federal or State Wage and Hour laws. There shall be no reprisals against any bargaining unit member for filing a grievance.
- E. The Employer agrees that during working hours, on the Employer's premises, and without loss of pay or time charged under Section D, the Union stewards and representatives shall be allowed to:
  - 1. Attend labor/management meetings with management.
  - 2. Consult with the Employer or its representatives concerning the enforcement of any provision of this Agreement.
  - 3. Attend grievance hearings or disciplinary conferences.

Nothing in this Article prevents the Board from scheduling any of the activities listed in paragraphs 1-3 outside working hours.

- F. The Employer agrees that the Union and its representatives may use the Employer's inter-agency mail system to distribute mail for Union purposes.

#### **ARTICLE 7: LEAVES FOR UNION OFFICIAL**

- A. The Board agrees to allow two (2) employees to take paid vacation, personal leave, compensatory time or unpaid leave of absence for a period not to exceed three (3) working days in order to attend the OAPSE Annual Conference. Application for such leave must be made at least two (2) weeks in advance and shall be approved by the Superintendent unless such leave would unduly interfere with the operation of the Program.
- B. The Board agrees to provide the Union with space for a 2' x 3' bulletin board. The Union shall be responsible for posting and maintaining such board, which shall be neat in appearance at all times. All postings must have the signature of the Local Union Chapter President in order to be authorized. Unauthorized postings, including postings which do not directly relate to legitimate Union business such as personal, scandalous, derogatory attacks, or other material that would offend adults of normal sensibility, shall be immediately removed by the Union. Violations of this Section shall result in the Union and Board negotiating suitable alternatives.

## **ARTICLE 8: DUES DEDUCTIONS**

- A. The Employer will deduct Union dues, initiation fees, and assessments from the wages of members of the bargaining unit who authorize in writing such deductions and shall remit such sums, together with a list of the names of the employees and the amount deducted, to the Union State Treasurer. Authorization shall be presented to the Employer, and the Employer shall make such deduction from the payroll check for the next pay period in which dues are normally deducted.

Within a reasonable time after the deductions are made, the Employer shall forward the deductions by warrant to the Union State Treasurer. Such warrant shall be accompanied by an alphabetical listing of the employees for whom deductions were made and the amount of the deductions.

- B. Other than to make the deductions provided therein and to remit the same to the Union, the Employer assumes no financial or other obligation arising out of the provisions of this Article. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, lawsuits, damages or proceedings by any employees arising from deductions made by the Employer pursuant to this Article. The Employer will not honor any deduction authorization executed in favor of any other labor organization during the term of this contract.

## **ARTICLE 9: FAIR SHARE FEE**

- A. If seventy-five percent (75%) of the Union members voting ratify the contract, the Board shall implement said fair share fee in accordance with this Article. The vote shall be by secret ballot.
- B. Sixty (60) days following the beginning of employment, or the effective date of this Agreement, whichever is later, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amount and of any changes in the fair share fee amount in the same manner as notification of amounts and changes in the amounts of dues deductions. At the same time the Union shall also provide to all employees in the bargaining unit a notice containing the amount of the fee, the basis for the fee, and a statement that the employee may file an objection to the fee as assessed.

Fair share fees shall be deducted from the payroll checks 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 fees is not required.

- C. Other than to make the deductions provided therein and to remit the same to the Union, the Employer assumes no financial or other obligation arising out of the provisions of this

Article. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, demands, lawsuits, damages, awards, fines, and court costs by an employee arising from deductions made by the Employer pursuant to this Article.

#### **ARTICLE 10: WORK RULES**

- A. The Employer shall provide copies of all existing work rules, policies or directives to the Union President and the bargaining unit employees. One master copy of the rules shall be available in the Administrative office to all employees. Lack of receipt of the work rules is no defense to discipline unless the work rule was not published in the master copy. Every employee is assumed to have knowledge of the work rules. Refusal to sign acknowledgment of receipt of work rules is not a defense to being disciplined for a violation of work rules.
- B. Copies of newly established work rules or amendments to existing work rules will be furnished to and explained to all bargaining unit members prior to their posting and implementation. All bargaining unit members will sign off acknowledging all new work rules.
- C. No such work rules, policies or directives shall conflict with or violate any specific provision of this Agreement, and such rules, policies, and directives shall be reasonable and applied consistently where applicable.

#### **ARTICLE 11: EMPLOYEE PERSONNEL FILES**

- A. The Board will create and maintain an official personnel file on each bargaining unit employee in accordance with applicable law. It will allow an employee access to his/her official personnel file kept in the Personnel Office.
  - 1. The Employee must contact the Fiscal/Personnel Officer and the request to review the file shall be made at a reasonable time for both the employee and the Coordinator of Administrative Services.
  - 2. Personnel Records may not be removed from the Personnel Office. Staff members may request copies of any material in his/her file at the Board rate of fees, not to exceed fifty cents (50 ¢) per page.
- B. If the employee disputes the accuracy, relevance, timeliness or completeness of official information kept in his/her official personnel file, he/she may request that the Superintendent review the information in light of the employee's objection and render his/her interpretation of the information. Said employee shall have the right to add rebuttal on any material in his/her file that he/she deems incorrect or incomplete. No anonymous material shall be kept in an employee's file.

- C. Material concerning a staff member's professional conduct and/or job performance may be placed in the staff member's file after he/she has read the material. He/she shall acknowledge that he/she has read such material by affixing his/her signature and date on the copy to be filed. His/her signature signifies that he/she has read the material and does not necessarily indicate agreement with its content. If the staff member refuses to sign, a dated note to that effect will be attached to the material filed.
- D. By mutual agreement of the staff member and the Superintendent, material that has been found inappropriate, inaccurate and/or untimely shall be removed from the staff member's file.

## ARTICLE 12: DISCIPLINARY PROCEDURES

- A. The Board will not discipline a non-probationary employee without just cause.
- B. Administering discipline is a management right. Management's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance. Management reserves the right to publish typical examples of prohibited conduct.
- C. Discipline is progressive. Any form of discipline for any matter is counted against an employee for determining a greater level of discipline for any subsequent offenses.
- D. The Board will administer discipline based on its assessment of the circumstances. Below are examples of discipline.
  - 1. A warning is a written statement that certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject an employee to more serious discipline.
  - 2. A reprimand is a written statement outlining unacceptable or unsatisfactory behavior or job performance and noting that a suspension, demotion or discharge could result for any other offense.
  - 3. A suspension is a written statement outlining an employee's unacceptable or unsatisfactory behavior or job performance and ordering him/her to suspend his/her work performance for a specified number of work days without pay, and noting that a demotion or discharge may occur for any other offense.
    - a. Short Suspension - three (3) days
    - b. Long Suspension - up to two (2) weeks

A non-appealable administrative leave with pay may be implemented pending the outcome of an Abuse or Neglect investigation or other action taken solely for the purpose of protecting individuals with developmental disabilities or fellow staff members.

4. A demotion or reduction is a determination that an employee's unacceptable or unsatisfactory behavior or job performance has rendered him/her incapable or undeserving of assuming his/her existing job responsibilities. He/she may then be reassigned to another job or reduced in pay. Discharge may occur after demotion if the employee commits any other offense.
  5. A discharge or removal is a written notification to an employee outlining his/her unacceptable or unsatisfactory behavior or job performance and terminating the existing employment relationship. A discharged or removed employee is expected to fulfill all of his/her employment obligations up to the exact time the discharge is effective, and thus is required to complete all required forms and reports, and to return all property issued to him/her. Ohio Revised Code 124.34 lists some of those grounds for which employees may be removed or discharged.
- E. Before the Superintendent issues a suspension, demotion or discharge, the employee shall be given an opportunity to informally present his/her statement about the facts and circumstances of the proposed discipline. The Superintendent or designee shall notify the employee or the OAPSE representative of the time, date, and place where the hearing is to occur. The Superintendent or designee's shall mutually schedule the time and date of the hearing with the Union representative. The hearing must be scheduled within three (3) working days of the notification of the employee and the Union representative. The employee will have waived his/her opportunity for hearing if he/she fails to attend the scheduled hearing.
  - F. An employee will receive copies of all materials placed in his/her personnel record. Any material in the employee's personnel record which has not been seen or signed by him/her or a copy sent to him will not be used against him/her. The signing of any materials to be placed into an employee's personnel records will not indicate an agreement by the employee as to the contents of the material but does acknowledge he/she has seen it.
  - G. Discipline will have no effect or will not be used in subsequent disciplinary actions after the time limits below:

<u>Discipline</u>	<u>Time</u>
Warning (oral)	1 year
Reprimand (written)	18 months
Suspension	2 years
Demotion or Reduction	3 years
Discharge or Removal	Permanent
  - H. The employee shall have the right to Union representation at any hearing, meeting, or investigation regarding misconduct which may result in disciplinary action. Lack of union representation has no effect on the resulting discipline. Any Union representative present during a Major Unusual Incident investigation or unusual incident has the right to advise the bargaining unit member, and has no right to question any other witness or

person present at the investigation. The Union representative shall sign an acknowledgement of the confidentiality of the investigation.

- I. All suspensions, demotions or reductions, and discharges or removals may be automatically appealed to Step 3 of the grievance procedure.

### **ARTICLE 13: GRIEVANCE PROCEDURE**

- A. The grievance procedure covers all alleged violations of rights granted to OAPSE under this Agreement. This grievance procedure replaces any procedure under the Ohio Revised Code or the State Personnel Board of Review. All matters arising out of this contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith. Grievances are not to be used as a method to gain contract concessions unsuccessfully bargained for during negotiations.

- B. Definitions.

1. A grievance is a timely written complaint by an employee over the alleged violation, misinterpretation or misapplication of a specific right granted to OAPSE under this Agreement, and discharge or discipline of a bargaining unit employee.
2. The grievant is an employee, group of employees or OAPSE on behalf of an employee or group of employees, which initiates the grievance. In the event that more than one employee files the same grievance, each shall sign the grievance. A grievant may be represented at any formal level of this procedure by an OAPSE representative.

Day means a work day other than Saturday, Sunday or a paid holiday, or a non-work day for the Hocking County DD Board's programs.

3. OAPSE shall be the exclusive representative during grievances and at arbitration.

- C. General Provisions.

1. All handling, assistance, filing, and other activity related to processing a grievance is done on non-work time. Employees may obtain grievance forms on work time.

An individual grievance shall be initiated by the aggrieved person with assistance from OAPSE or counsel of choice. OAPSE may file for an individual if so requested.

2. A group grievance may be initiated by OAPSE on an alleged violation that affects two (2) or more persons in a like manner.

3. A grievance shall be reduced to writing and shall include: (1) the alleged violation; (2) specific Article and Section; (3) relief sought; and (4) date of initiating procedure, (5) a brief statement of the facts.
4. OAPSE officers shall be available to assist any person in preparing the proper and complete information necessary to expedite the procedure.
5. Time limits given shall be considered as maximum unless otherwise extended by mutual written agreement by the parties involved.
6. Failure of the aggrieved to proceed within the specific time limits to the next level of the procedure shall mean the grievance has been withdrawn without prejudice.
7. Failure of the administration to respond in the time limits stated shall mean the grievant can proceed to the next level of the grievance procedure.
8. A grievance may be initiated at Step 2, if it concerns actions taken by someone above a supervisor, and does not involve a supervisor.
9. Nothing contained in this procedure shall be construed as limiting the individual rights of a person having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
10. Forms for grievances will be kept in the Central Administration Office.
11. A grievance may be withdrawn at any level without prejudice or record. It shall be considered settled upon withdrawal. The withdrawal shall be submitted in writing to the Superintendent.
12. No record, document or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure. If retained, they shall be filed separately from the personnel files and shall be treated as confidential material, in accordance with the Ohio Revised Code.
13. The temporary absence of the aggrieved, the supervisor or Superintendent or his designee shall toll the running of the days during the absence of such person, but in no case for more than ten (10) additional days.

D. Procedure.

Step 1. The grievant shall, within ten (10) days after the matter complained of has occurred, first attempt to settle the matter by meeting informally with his/her immediate supervisor.

If the grievance is not satisfactorily settled in the verbal manner provided for in Step 1, the grievance shall be reduced to writing and filed with the employee's immediate supervisor within ten (10) days after the matter has been informally discussed. The supervisor must respond within ten (10) days thereafter.

Step 2. If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievant may appeal to Step 2 by giving written notice of his or her appeal to

the building level supervisor within ten (10) days after receipt of the Step 1 answer.

The appropriate building level supervisor shall then meet with the grievant and a union representative, if the employee so chooses, at a mutually agreed time to discuss the appeal within ten (10) days after the grievant has given notice of his or her appeal, and shall give a written answer within ten (10) days following the Step 2 meeting.

Step 3. If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the grievant may appeal to Step 3 by giving written notice of his or her appeal to the Superintendent within ten (10) days after receipt of the Step 2 answer. Within ten (10) days after the grievant gives notice of his/her appeal, the Superintendent or his/her designee shall meet with the OAPSE representative and the grievant at a mutually agreed time to discuss the appeal. The Superintendent or his/her designee shall give a written answer within ten (10) days following the Step 3 meeting. If the grievant is dissatisfied with the Superintendent's decision as Step 3, he/she may request the Union to proceed to binding arbitration at Step 4.

#### Step 4. Binding Arbitration. Jurisdiction of the Arbitrator

The arbitrator's jurisdiction is strictly within the four corners of this Agreement. His/her authority must be derived from the essence of the provisions within this Agreement. The arbitrator cannot add, amend, alter or modify, in whole or in part, any provision of this Agreement. His/her analysis is to determine the parties' intent in making the terms of this Agreement. No law or outside sources other than the facts or arbitral precedent are to be used or extrapolated to interpret a grievance.

#### Procedure

The Union must request grievance arbitration within twenty (20) days after receiving the Superintendent's decision at Step 4. This is done by notifying the Federal Mediation and Conciliation Services (FMCS) in Washington, DC or the Arbitration Mediation Services (AMS) in Cincinnati, Ohio that arbitration is being requested and giving a copy of this request to the Employer within the twenty (20) day period. Parties will split the cost of the list. Parties can request one additional list and will be responsible for the total cost of the new list. If the Superintendent does not receive the copy of OAPSE's request for arbitration within the twenty (20) day period, the grievance is withdrawn without prejudice.

The decision of the arbitrator made within the arbitrator's jurisdiction is final. The arbitrator's fee is shared equally by the parties.

**ARTICLE 14: OVERTIME**

- A. Any bargaining unit member who works more than forty (40) hours in one (1) work week shall be paid time and one-half (1-1/2) for such hours worked. Overtime is determined by the Superintendent or Program Directors. Overtime is not guaranteed, and all overtime must have prior approval of management.
- B. Effective July 1, 2012, the process for accumulation of Compensatory Time will no longer exist.
- C. Overtime pay shall be included in the check for that pay period.

For the purpose of computing overtime, holidays shall count as time worked.

- D. Non-duplication.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this Agreement. Hours paid for sick leave will not be figured or used in the computation of overtime.

**ARTICLE 15: HOURS OF WORK**

- A. This Article defines the normal regularly scheduled hours of work per day or per week at the time of execution of this Agreement. Nothing contained therein shall be construed as preventing the Employer from restructuring the normal work day or work week. This Article shall not be construed as a guarantee of work per day or per week.
- B. Below are listed up to the number of hours in the standard work week for all employees:

12-Month

Receptionist	40 hours
Workshop Specialists	40 hours
Workshop Floater	40 hours
Adult Program Specialist	40 hours
Adult Program Specialist Assistant	less than 30 hours
Maintenance	40 hours
Administrative assistant	40 hours
Activity Coordinator	40 hours
Vehicle Operators	30 to 35 hours

If a full-time vehicle operator's hours fall below thirty (30) hours, they will be given the opportunity to work in other program areas to retain thirty (30) hours for life insurance purposes.

Each employee is eligible for a fifteen (15) minute duty-free break for every four (4) consecutive hours actually worked. Said breaks may be combined at the employee's

request; however, breaks may not be taken at the beginning or the end of the work day without the approval of the Supervisor, the two (2) breaks per (eight (8) hour) day may be divided into three (3) ten (10) minute breaks with the Supervisor's approval, providing there is adequate coverage in the workshop. The normal work week shall commence at 12:01 a.m. Sunday of each calendar week and end at 12:00 midnight the following Saturday.

- C. Employees shall be given reasonable notice of all schedule changes.
- D. When the facility transportation is not operating due to inclement weather, the facility will be on an automatic one (1) hour delay. Van drivers shall be given the opportunity to work in the facility if transportation is not operating and the facility is open and shall be paid their regular scheduled rate of pay for the day.
- E. Lunches are considered thirty (30) minutes of paid work time.

#### **ARTICLE 16: PROBATION**

- A. The Board shall employ employees as follows:

All twelve (12) month employees will be on a twelve (12) month probationary period. During this one (1) year period employees serve at the pleasure of the Superintendent and his/her decision to discipline or discharge or removal said employee is not grievable or otherwise subject to challenge.

Before the last day of his/her (1) year probationary period, the employee shall be notified whether he/she has been assigned to his/her position as a regular employee. Employees assigned as regular employees shall only be disciplined or discharged for just cause as provided in Article 11 in this Agreement.

- B. The verification of previous experience shall be provided by the employee. Experience shall be credited only if the previous experience was comparable in nature to the current position held with the Board. The Board has final authority in determining whether or not previous experience is considered comparable.
- C. In case(s) of resignation, all employees must submit a thirty (30) day notice unless the Board agrees to a lesser amount.
- D. All employees shall be employed pursuant to the calendar adopted by the Board.
- E. In performing his/her professional duties, the employee agrees to abide by and maintain the applicable laws, existing Board rules and regulations, and the Collective Bargaining Agreement.

- F. Each employee will be given a copy of their job description specific to job classification, class assignment, and duties and responsibilities as adopted by the Board. Changes may be made to job descriptions and employees will be notified in writing of any changes.
- G. Employees who change classifications shall serve a new probationary period of at least three (3) months, but no more than six (6) months. If they fail to meet the probationary period, they will be returned to their old job without loss of pay or seniority. The probationary period may be extended upon mutual agreement.
- H. The Employer will conduct performance evaluations annually.
- I. At the beginning of each fiscal program year, employees shall be provided a wage notification indicating their rate of pay.

## **ARTICLE 17: JOB POSTING AND BIDDING PROCEDURES**

- A. A vacancy occurs when the Superintendent intends to fill a bargaining unit position or create a new bargaining unit position. Vacancies are determined by the Board and are not automatic.

Vacancies will be filled as follows:

- 1. Posting. The Superintendent will post a vacancy notice naming the available job and describing the required duties and responsibilities and the necessary employee qualifications. The posting shall be for no longer than fifteen (15) working days including the first working day of posting. Interested employees must submit written requests for the posted position during the posting period, otherwise their eligibility for the position is waived. Posting does not mean the position will be filled. The posting shall include:

- a. Posting Title
- b. Location
- c. Immediate Supervisor
- d. Hours/Work Year
- e. Salary Range
- f. Primary Function and Description of the Work to be Performed
- g. Desirable Qualifications
- h. State Certification Requirement
- i. Deadline for Application

- 2. Selection

The Superintendent will select the candidate he/she deems most qualified based on the relative significance he/she gives to each candidate's skill, qualifications, experience, potential, and seniority. Each of these factors is not necessarily given equal weight. When the Superintendent considers

two candidates equally qualified, seniority shall be the determining factor. Bargaining unit employees shall be given first consideration for all bargaining unit vacancies. Non-employee candidates may be hired over bargaining unit employees if they possess significantly greater qualifications.

- B. 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.

#### **ARTICLE 18: JOB CHANGES AND NEW POSITIONS**

If a dispute occurs between the Employer and the Union as to the inclusion or exclusion of a classification from the bargaining unit, the parties will discuss the matter and, if they are unable to reach agreement thereon, both parties shall mutually file a petition with SERB requesting a unit clarification determination with respect to the inclusion or exclusion of that classification. This Section establishes mutual consent under O.A.C. §4117-05-01.

#### **ARTICLE 19: LAYOFFS AND RECALL**

- A. The procedures in this Article supersede those in the Ohio Revised Code §124.321, et seq. Layoffs and recall shall be conducted solely in accordance with this Article.
- B. Layoff is a decision to reduce the present number of employees in their existing job classifications. Employees shall be given reasonable notice of a layoff. (Thirty (30) days is preferred, but no less than fourteen (14) days if circumstances require less notice). Layoffs are not a form of discipline. Job reassignments and other temporary actions by the Board are not layoffs. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective.
- C. The Board will use the following procedure when it decides to lay off employees;
  - 1. The Board will lay-off all probationary employees serving their initial probationary period when a lay-off is occurring before regularly scheduled bargaining unit members who have completed their initial probationary period
  - 2. All other employees are next laid off according to their least number of years of seniority in their classification. If a less senior employee has significantly better employment evaluations, he/she may be retained in lieu of a more senior employee. Upon making this decision, the Board shall not act arbitrarily.
  - 3. The Board shall recall the most senior laid off employees first.

- D. A laid off employee is only eligible to be recalled to his/her former classification, but any other available job may be given to him/her if the Board determines that he/she is more qualified for that job than a potential job applicant. The Board is to provide notice of recall to laid off employees by registered mail at the last known address provided to the Board. Recall rights are lost if the employee fails to accept the offered job within three (3) days from the recall notice. The employee must provide the Board with his/her most current address. If the employee is on vacation or absent from the county for any other reason, he/she must notify the Board of where he/she can receive the recall notice.
- E. A laid off employee is not eligible for recall after eighteen (18) months from the effective date of the layoff. Laid off employees lose all seniority rights after that eighteen (18) month period.

#### **ARTICLE 20: EVALUATIVE PROCEDURES**

The employer shall provide to each employee and the Union a copy of criteria and methods used by the Employer to evaluate an employee's work performance. These shall be applied impartially and uniformly to all employees in the same classification.

#### **ARTICLE 21: SENIORITY**

- A. For purposes of this Agreement, seniority shall be defined as the uninterrupted length of continuous service with the Board. Time spent on layoff and unpaid leaves of absence shall not be counted in determining continuous seniority. Once continuous service is broken, the employee loses all previously accumulated seniority.

Among those with the same length of continuous service to the Board, seniority shall be determined by the following:

1. the employee's first day on the job;
2. the length of any prior full-time service with the Board;
3. the length of any prior full-time service with the State of Ohio or one of its political subdivisions;
4. a coin toss.

An employee shall lose all seniority for the following reasons:

1. Dismissal.
2. Resignation.
3. Accepting other employment while on leave of absence (unless given prior written approval by the Employer).
4. Absent for three (3) consecutive days without notification to the Employer (unless proven untenable circumstances preclude compliance).
5. Failure to report within seventy-two (72) hours after a recall.

- B. An employee's prior experience in a classification (including grade levels, e.g., Workshop Specialist I & II, and Habilitation Specialist I) shall be considered in determining an employee's placement on the salary scheduled and level of benefits (vacations, etc.). The Board reserves the right to credit said experience.

## **ARTICLE 22: TEMPORARY WORKING LEVEL ADJUSTMENT**

Employees required to work in a higher classification for more than two (2) weeks shall be paid the higher rate of pay.

## **ARTICLE 23: HOLIDAYS**

- A. Full-time twelve (12) month employees shall be entitled to the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day *
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

\*May be moved to Friday following Thanksgiving or another day.

- B. In the event any of the aforementioned holidays falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays falls on Sunday, the Monday immediately succeeding shall be observed as the holiday.
- C. Any work performed by an employee on any one of the days listed in Section A that has been required and approved by the Superintendent or designees shall be paid for at one and one-half (1-1/2) the employee's straight-time rate in addition to the holiday earnings.
- D. Full-time employees shall be paid for their standard hours of work at their straight time hourly rate for each of the holidays listed in Section A above when no work is performed on such holidays.
- E. All regular full-time twelve (12) month employees shall receive paid holiday throughout the year as long as they are on active pay status the day before and after the holiday.
- F. Employees utilizing paid sick leave the day before or after a holiday must provide doctor's verification in order to be paid for the holiday.

## **ARTICLE 24: TRAVEL EXPENSES**

- A. Travel out of the county at the request of the Employer must be cleared in advance with the employee's immediate supervisor. The appropriate form must be filled out and turned

in to the employee's immediate supervisor. Meal costs can be legitimately claimed on an expense account only in those cases when the employee is out of the county. Limits in charging meals are as follows: breakfast - \$7.00; lunch - \$9.00 dinner - \$14.00. Meal costs can be legitimately claimed only when the employee is on Employer-requested business and the travel scheduled necessitates being out of the county before 6:30 a.m. and after 6:30 p.m. Hotel or motel expenses must be cleared through the immediate supervisor and Superintendent in advance. Receipts for authorized expenses or purchases must be maintained and submitted by the second working day of the following month along with the monthly Travel Expense form (in duplicate) in order to assure reimbursement.

- B. If the Employer requires an employee to use his/her personal vehicle, the Employer shall reimburse the employee with a mileage allowance equivalent to the rate paid by Hocking County.
- C. If the employee is required to be gone longer than the normal work day rescheduled time will be granted for any time over the normal work day. (Travel time will be included, other than time used to normally travel to the employee's work site).
- D. Professional Growth/Tuition Reimbursement.

Expenses for professional growth beyond that requested by the Board shall have prior approval and shall be reimbursed as follows:

1. Mileage at the current Hocking County rate.
2. Meals only paid as part of registration.
3. \$125.00 total cap per year.

Tuition reimbursement shall be as follows:

1. \$100.00 per semester credit hour for undergraduate credit.
2. \$100.00 per semester credit hour for graduate credit.
3. \$600.00 per employee total cap per year.

- E. In an effort to broaden the skill set of the employees of the HCBDD represented by OAPSE/AFSCME, representatives of the parties shall meet, in accordance with Article 32 – Labor Management Meetings, for the purpose of identifying / developing opportunities for current bargaining unit members to expand her/his current base set of skills. The program developed shall be implemented as a part of the “reopener” identified herein. Individual participation within each of the various opportunities will be strictly voluntary and subject to supervisor approval.

## **ARTICLE 25: WORK CLOTHES/TOOL ALLOWANCE**

Maintenance employees shall receive a one-hundred dollar ( \$100.00) stipend each month for the use of their personal tools if required to use their own personal tools in the performance of their job duties.

The Employer, after consultation with the Union, shall provide specialized protective clothing for those employees whose working conditions require such.

## **ARTICLE 26: VACATIONS**

- A. All full-time Board employees shall earn annual vacation leave according to their number of years of service with the State, County or any of the State's political subdivisions as follows:
1. Less than one (1) year of service completed (zero (0) working days).
  2. One (1) year of service but less than eight (8) years completed: eighty (80) working hours (ten (10) working days).
  3. Eight (8) years of service but less than fifteen (15) years completed: one hundred twenty (120) working hours (fifteen (15) working days).
  4. Fifteen (15) years of service but less than twenty-five (25) years completed: one hundred sixty (160) working hours (twenty (20) working days).
  5. Twenty-five (25) years or more of service completed: two hundred (200) working hours (twenty-five (25) working days).
- B. Annual vacation schedules shall be arranged at the discretion of the department head, supervisor, and/or section chiefs, with approval of the Superintendent/designee. Normally, all vacation leave must be requested and approved on a form designated by the Superintendent ten (10) working days in advance or three (3) working days advance notice for one (1) day. Employees may use vacation leave for emergency situations with supporting documentation. To be eligible for emergency vacation leave, the employee must have exhausted all paid leave. Exceptions will be based on individual circumstances.
- C. Part-time permanent employees earn vacation based on the number of hours worked in a pay period. New full-time permanent employees with at least one hundred twenty (120) days (or nine hundred sixty (960) hours) service with the Board in the preceding twelve (12) months shall be eligible for forty (40) hours of vacation leave after six (6) months of full-time permanent service.
- D. Holidays will be observed and paid for as outlined in Section 325.19 of the Ohio Revised Code. These days will not be charged to vacation leave regardless of the day of the week on which they occur.
- E. Vacation is computed in terms of years of service, each year being computed on the basis of twenty-six (26) eighty (80) hour bi-weekly pay periods. Vacation accrual for employees scheduled for less than eighty (80) hour pay periods will be adjusted accordingly.

## ARTICLE 27: LEAVES OF ABSENCE

### PAID LEAVES

#### A. Sick Leave

Sick leave is to be earned and accumulated at the rate of four and six-tenths (4.6) hours with pay for each eighty (80) hours' active pay status completed. There is no limit on the number of days that may be accumulated. Five (5) days of sick leave may be credited up front on July 1. Employees with less than one (1) year of service shall receive pro-rated advancement of sick leave on July 1. If an employee who has been granted advance sick leave credit leaves the employ of the Board while still owing sick leave days, such days will be deducted from the employee's last paycheck.

Employees may use their accumulated sick leave to cover periods of absence due to personal illness, pregnancy, childbirth involving spouse, injury, exposure to contagious disease which could be communicated to others, and for illness, injury, or death in the employee's immediate family (if funeral leave is exhausted).

Immediate family shall be defined as spouse, child, grandchild, grandparent, brother, sister, mother, father, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of the employee's parent, or others living in the employee's household for whom the employee is responsible.

Requests for sick leave for other family members must be accompanied by a doctor's statement of need.

All applications for use of sick leave must be submitted to the employee's supervisor no later than five (5) work days upon the return from sick leave, or sick leave may be denied.

Employees may be disciplined for abuse of sick leave and excessive absenteeism if they have an absence without accumulated sick leave.

When sick leave is used, it shall be deducted from the employee's credit on the basis of one-quarter hour for each quarter hour of absence from previously scheduled work.

Sick leave cannot be used before or after a holiday or other scheduled day off without medical verification of illness. Medical verification of illness is also required after the third consecutive day of absence or fifth separate absence in a twelve-month period. The Coordinator of Administrative Services will write on the leave request the number of unverified absences in the last twelve months. If an employee brings a medical verification for a sick day, that day shall not be counted as an absence for verification purposes.

#### B. Family Medical Leave

Both parties retain all their respective rights and obligations under the Family and Medical Leave Act, provided that, except as otherwise required by that Act, any leave there under shall not be in addition to any leave contained in this contract.

C. Bereavement Leave

Employees may use up to three (3) working days' funeral per occurrence for a death in the employee's immediate family. The immediate family is defined as: spouse, child, grandchild, grandparent, brother, sister, mother, father, mother-in-law or father-in-law daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of the employee's parent. Sick leave or personal leave may be used for non-immediate family. Extensions for funeral leave from sick leave may be granted in appropriate circumstances.

Jury Duty/Court Leave

1. Court leave with pay shall be granted to employees summoned for jury duty during normal working hours by a federal, state or any other court of competent jurisdiction.
2. Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses during normal working hours where the employee is not party to the action.
3. An employee who is an appellant or claimant in an action before the State Employment Relations Board and who is in active pay status at the time of the scheduled hearing or examination shall be granted leave with pay for purposes of attending such hearing or examination during a normally scheduled work day.
4. In order for an employee to receive his/her regular pay, any compensation or reimbursement received related to jury duty or for court/administrative agency attendance compelled by subpoena must be submitted to the Personnel Department when such duty was performed during normal working hours.
5. An employee who is appearing before a court or other authorized body in which he/she is part to the action, except as noted, may use vacation time or leave with pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as a parent or guardian of juveniles. Employees who have exhausted personal leave, vacation or compensatory leave may use leave without pay.
6. An employee released from jury duty before the end of the work day must report to work for the remaining hours if the employee has enough time to return.

E. Personal Leave

Each employee of the Hocking County Board of DD shall be credited with three (3) days' leave consistent with the hours of the employee's normal scheduled working day beginning the first of July of each year, to be used only during that fiscal year.

On June 30 of each year, unused personal leave may be converted to sick leave on a 1:1 ratio.

New hires shall receive a proration of personal days based on their date of employment.

F. Military Leave

1. All employees of the Board of DD who are members of the Ohio National Guard, the Ohio Defense Corps, the National Military or members of other reserve components of the Armed Forces of the United States, shall be entitled to leave of absence without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) calendar days in any one (1) calendar year. The employee shall be required to submit to the department head an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment under this provision will be made is one hundred seventy-six (176) hours in any calendar year.
2. Employees who have worked for the county at least ninety (90) calendar days shall be granted a leave of absence to be inducted or otherwise enter military service. They are not to be paid for such leave unless they are members of reserve units as specified in paragraph 1.
3. The veteran is entitled to all salary benefits or other advancement accruing to his position during his absence as follows:
  - a. Sick Leave - that amount accumulated at the time entering the service.
  - b. Vacation Leave - military leave credit shall be counted in determining the employee's length of service, but no vacation shall be granted for the time spent in military service.
  - c. Automatic Salary Adjustment - (step increase).

G. Professional Leave

Professional leave is for attendance at continuing education programs for certification purposes, professional conferences, professional meetings, visiting other programs, or other meetings or visits which are deemed by the superintendent/designee as enhancing the professional skills of the employee.

Each employee is allowed up to three (3) days of professional leave in any fiscal year with the approval of management. Additional professional leave may be granted with the approval of management, and the approval of the superintendent/designee. Supervisors may deny professional leave due to operational concerns.

Scheduled staff development days in the calendar will not count as professional days. If the employees are required by the superintendent/designee to attend a professional development experience, this will not count as one of the allotted number of professional days. Professional leave days are non-accumulative.

## UNPAID LEAVES

### A. Parental Leave

Any employee who becomes pregnant or becomes the parent of a newborn or an adopted child shall be granted up to three (3) months of unpaid leave of absence for the purpose of child rearing. The date of departure and the date of return to work shall be selected by the employee and he/she shall notify the Board of such dates as far in advance as is practicable. An employee, for maternity purposes, may utilize any or all of her accrued sick leave and vacation leave until it is exhausted. The employee may present a doctor's statement which sets forth the medical reasons for an extension of leave. If the Board has reason to believe that an employee is unable to fulfill her usual duties by reason of pregnancy, the Board may request, in writing, that the said employee begin sick leave and/or parental leave without pay (at the employee's option) at an earlier date than the employee has requested.

Insurances shall be paid at eighty percent (80%) by the Employer for the initial three (3) month leave of absence. Insurance beyond that time period is the responsibility of the employee. In the event that an employee makes false statements in connection with the request for leave, the Employer may take appropriate disciplinary action.

The employee shall provide at least two (2) months' notice of the due date or in the case of adoption, one (1) month's notice.

Specific date of leave of absence arrangements due to medical conditions may be made with no prior notice. The employee shall provide three (3) weeks' notice of return to work.

### B. Medical Leave

A leave of absence without pay due to a disabling illness, injury or condition may be granted by an appointing authority with the approval of the Board for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a leave of absence without pay will be subject to the rules regarding leaves of absence without pay and FMLA.

A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury or condition shall be required prior to the granting of a leave of absence or disability separation unless the employee is hospitalized at the time the leave of absence is to begin or the disability separation is given. If an examination is requested by the appointing authority and approved by the Director, the appointing authority shall bear the cost of the examination.

An employee receiving a leave of absence without pay due to a disabling illness, injury or condition is subject to the provision of the leave of absence without pay rule regarding return to and abuse of such leave, Rule 123:1-34-01 of the Administrative Code. If the employee is unable to return to active work status within the six (6) month period due to the same disabling illness, injury, or condition, the employee will be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury, or condition, the

total combined time of absence due to the disability shall not exceed three (3) years for purposes of reinstatement. If the classification the employee held at the time of separation no longer exists or no longer is utilized by the employee's appointing authority, the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off. Any request for reinstatement following a disability separation must not be later than three (3) years following: a disability separation, a leave of absence followed by a disability separation, or the period the employee received disability leave benefits followed by a disability separation. The request must be in writing.

An employee while on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for the purpose of extended vacation eligibility or other purposes where longevity is a factor.

If the leave of absence is granted for a specific purpose and it is found that the leave is not actually being used for such purpose, the appointing authority may cancel the leave and direct the employee to report for work by giving written notice to the employee.

C. Education Leave

Leave may be granted for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit to the service by improved performance at any level, or for voluntary service in any governmentally-sponsored program of public interest.

The authorization of personal or educational leave of absence without pay is a matter of administrative discretion. The Superintendent/designee should decide in each individual case whether a leave of absence is to be granted.

While on leave of absence without pay, an employee does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where longevity is a factor.

An employee shall not be permitted to obtain full-time employment and continue a leave granted under this Section unless he/she is granted written permission by the Board. If a leave of absence is granted for such a purpose, the Board may terminate employment.

The employee shall provide at least four (4) weeks' notice of departure from and return to work.

Leave without pay may be approved based on individual circumstances; however, employees must exhaust all other methods of being off.

## **ARTICLE 28: INSURANCE**

- A. The Board will pay the medical and dental insurance premiums on the insurance plans offered by the county at one hundred percent (100%) for single coverage. In addition, the Board will contribute a maximum of eight hundred ninety-five dollars (\$895.00) per month towards employee and one (1) coverage, and one thousand three hundred fifteen

dollars (\$1,315.00) per month toward family medical coverage, as well as a maximum of sixty-eight dollars and eleven cents (\$68.11) per month toward family dental coverage for employees who choose family coverage, premiums greater than the Board's maximum will be paid by the employee. All increases in premiums above the Board's share currently being paid will be shared fifty percent (50%) by the Board and fifty percent (50%) by the bargaining unit member.

Employees shall pay the excess premiums for dental insurance, in advance, quarterly, bi-annually or annually by check or money order made payable to Hocking County Board of DD and submitted to Coordinator of Administrative Services. Anyone leaving the program will be rebated a pro-rated amount of unused premium.

If the premium is not paid by established deadline, the dental insurance shall not be paid by the Board and the coverage for the employee will lapse.

Employees electing on an annual basis not to participate in the medical insurance plan shall receive one thousand two hundred dollars (\$1,200.00) per year in four (4) installments of three hundred dollars (\$300.00) each payable at the end of each quarter for which coverage was not in effect; employees not electing to participate in the dental insurance plan shall receive a lump sum payment of eighty dollars (\$80.00) for single coverage and one hundred sixty dollars (\$160.00) for family coverage.

The Board shall provide a ten thousand dollar (\$10,000.00) life insurance policy for all eligible employees. The Board will pay one hundred percent (100%) of the premium.

- B. The Board shall pursue the Section 125 Program. The Board will pick up the monthly enrollment fee per enrolled employee. Election into the program is at the employee's discretion.
- C. In all insurances above, the Board reserves the right to choose the carrier(s) providing that the benefit level and eligibility requirements are substantially similar.

#### **ARTICLE 29: CONTINUATION OF BENEFITS**

- A. A regular, full or part-time employee who acquires a valid unpaid leave of absence, is laid off from employment, or is voluntarily separated under such circumstances so as to entitle the employee to unemployment compensation under Ohio law, may elect, at his/her expense, to continue in the hospital, medical/surgical, and Major Medical program for a period of six (6) months following the date on which the employee's coverage would otherwise terminate, provided that:
  - 1. The carrier of the hospital insurance permits continued enrollment. The employee makes the first contribution on or before the date on which his/her coverage would otherwise have been terminated;

2. The employee has been continuously covered under the group's health insurance during the entire three (3) month period preceding leave or termination;
  3. The employee is not eligible for Medicare; and
  4. The employee is not covered or eligible for coverage in another group program.
- B. The hospital, medical/surgical, and Major Medical program will remain in effect for employees who elect to continue with the program, and are eligible for such election, as noted above, until the earliest occurrence of any of the following:
- Six (6) months following the date on which the employee's coverage would otherwise have terminated; or
1. The date the employee fails to make timely (on or before the 15th of the month after the final agency contribution and after the employee's initial contribution) monthly contributions; or
  2. The date the employee becomes eligible for Medicare; or
  3. The date the employee becomes covered or eligible for coverage under another group plan which did not cover the employee at the time of termination.
- C. The privilege of continued coverage is limited to hospital, medical/surgical, and Major Medical programs. Coverage for dental care, vision care, and prescription drugs is not available under the continuation program.

#### **ARTICLE 30: HEALTH AND SAFETY**

The Union and the Employer share the responsibility for safety equally. The Employer agrees to maintain in safe working condition all facilities, vehicles, and equipment furnished by the Employer and subcontractors to carry out the duties of each bargaining unit position. The Board agrees to provide adequate first-aid equipment. Employees must notify the Employer immediately about any potential safety problems.

#### **ARTICLE 31: PHYSICAL EXAMINATION**

The Board agrees that if any employee is required to have a physical examination, the Board shall pay the full cost of the examination. The initial physical is not included. The Board selects the doctor.

## **ARTICLE 32: LABOR/MANAGEMENT MEETINGS**

- A. In the interest of sound labor/management relations, unless mutually agreed otherwise, the Superintendent and/or his/her designee may meet quarterly with not more than four (4) representatives of the Union to discuss those matters addressed in Section B. Additional representatives may attend by mutual agreement.
- B. In the interest of providing timely responses to management/labor concerns, an agenda will be exchanged at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken at the meeting. Late agenda items may be discussed only by mutual agreement of the parties. The purpose of such meetings shall be to:
  - 1. Discuss the administration of this Agreement.
  - 2. Discuss ways to increase productivity and improve efficiency.
  - 3. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties.
  - 4. To consider and discuss health and safety matters relating to employees.
- C. If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as possible.
- D. Labor/management meetings shall not be negotiation sessions to alter or amend the basic Agreement.

## **ARTICLE 33: DISTRIBUTION OF AGREEMENT**

- A. Within thirty (30) days of the signing of this Agreement, the Union shall have the Agreement printed or reproduced and distributed to each employee in the bargaining unit. Twenty (20) extra copies of the Agreement shall be provided to the Employer. Initial printing costs shall be shared 50/50.
- B. If the Board desires additional copies or a specified format, the Board shall bear all cost of printing.

## **ARTICLE 34: NO STRIKE/NO LOCKOUT**

- A. The Union agrees that during the term of this Agreement, it will not call or participate in any work stoppage, strike or other concerted activity against the Employer.
- B. The Employer agrees that during the term of this Agreement it will not lock out employees.

- C. If the Employer notifies the Union that its bargaining unit is engaged in any illegal strike, work stoppage or other concerted activity, the Union shall immediately instruct all employees to immediately return to work, and any other necessary action to terminate the strike.

Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by the law to deal with any unauthorized or unlawful strike.

## **ARTICLE 35: WAGES**

### **A. SALARIES**

1. Effective July 1, 2015:
  - a. The base wage for each salary table shall be frozen; and
  - b. Employees hired on/before July 15, 2014 shall receive a one (1) step increase;
2. Effective July 1, 2016
  - a. The base for each salary table shall be frozen; and
  - b. Employees hired on/before July 15, 2015 shall receive a one (1) step increase;
3. Effective July 1, 2017 – subject to reopener per Article 38 – Duration.
4. Effective June 30, 2018 – subject to reopener per Article 38 – Duration.

### **B. LONGEVITY**

1. Effective July 1, 2015, employees who reach the highest step of their salary schedule will receive a four hundred dollar (\$400.00) longevity bonus each year in addition to any other negotiated salary increase. This shall be paid out in the first pay of December.

### **C. STEP EDITS**

1. Effective July 1, 2015, existing salary tables shall be edited to reflect the elimination of multiple year steps (14-15, 16-17, & 18-20) and will be replaced with single steps (14, 15, & 16) respectively. See Appendix A for edited tables.

## **ARTICLE 36: PERS PICK-UP**

- A. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 8135, the Board shall pick up each employee's mandatory contributions to the Public Employee Retirement System of Ohio (PERS), provided that no employee's total salary is increased by such pick-up nor is the Board's total contribution to PERS increased thereby. The dollar amount to be "picked up" by the Board:
1. shall equal the then-current percentage amount of the employee's mandatory PERS contribution;
  2. shall be credited by PERS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
  3. shall be included in computing final average salary;
  4. shall not be reported by the Board as subject to current federal and state income taxes;
  5. shall be reported by the Board as subject to city income taxes;
  6. shall not affect the calculations of an employee's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.
- B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax-deferred compensation plans.
- C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of this Agreement shall be declared null and void.

## **ARTICLE 37: CALENDAR**

- A. The Board shall adopt a two hundred sixty (260) day calendar for the twelve (12) month calendar (holidays and unscheduled paid days included).
- B. Employees shall be requested to provide input into the design of the calendar for the next year; however, the decision of the Board is final.

**ARTICLE 38: DURATION**

A. This Agreement shall be effective as of 12:01 a.m. on July 1, 2015, and shall continue in full force and effect through midnight, June 30, 2019. The Board's obligations under this Agreement end with the expiration of the contract, unless mutually extended in writing. This section, however, supersedes O.A.C. & 4117-9-02 (E), and thus is effective beyond the expiration of the contract. Notice for negotiations of a successor agreement shall be pursuant to the procedures outlined in this Agreement and Chapter 4117 of the Ohio Revised Code.

**B. REOPENERS**

1. **Impact Bargaining** - The initial term of the contract will be from July 1, 2015 thru July 2, 2016. The parties agree to reopen negotiations, for the period July 2, 2016 through June 30, 2019, within ninety (90) calendar days of the issuance of the final ruling by CMS. The reopener will address the impact of the CMS ruling on both the HCBDD services delivered and upon the members of the bargaining unit including, but not limited to, the separation of the HCBDD responsibilities for the provision of the specific delivery of traditional adult services currently provided by several independent agencies within Hocking County (including Hocking Valley Industries, Inc). It is understood by the parties that the written "Security Clause" proposal made by OAPSE on June 4, 2015 will serve as its *initial proposal* for the purposes of impact bargaining.
2. **Wages** - The parties agree to reopen negotiations for the purpose of establishing wages (Article 35) effective the beginning of the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) years of the contract. Such negotiations shall begin, unless otherwise mutually agreed upon by the parties. no sooner than May 1, 2017 (to be effective July 1, 2017) and May 1, 2018 (to be effective June 30, 2018).

C. IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this \_\_\_\_ day of July, 2015.

HOCKING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

By: *Janet Clow*  
Superintendent

By: *Sandra Stamer*  
Board President

By: *Sharon A. Yanker*  
Board Vice President

OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES/AFSCME, AFL-CIO

By: *Shelly K. Mays*  
Union President

By: *John R. Ellis*  
Union Vice President

By: *[Signature]*  
OAPSE/AFSCME Representative

**APPENDIX A**

**HCBDD WAGE SCALES**

**Effective July 1, 2015**

<b>Activity Specialist</b>			
<b>Adult Program Specialist</b>			
<b>Workshop Specialist Floater</b>			
<b>Effective 7/1/2015</b>			
<b>Step</b>	<b>Step %</b>	<b>Annually (2080)</b>	<b>Hourly</b>
0	0.000%	\$22,166.98	\$10.66
1	2.564%	\$22,735.34	\$10.93
2	2.564%	\$23,318.27	\$11.21
3	2.564%	\$23,916.15	\$11.50
4	2.564%	\$24,529.36	\$11.79
5	2.564%	\$25,158.30	\$12.10
6	2.564%	\$25,803.36	\$12.41
7	2.564%	\$26,464.95	\$12.72
8	2.564%	\$27,143.52	\$13.05
9	2.564%	\$27,839.48	\$13.38
10	2.564%	\$28,553.28	\$13.73
11	2.564%	\$29,285.39	\$14.08
12	2.564%	\$30,036.26	\$14.44
13	2.564%	\$30,806.39	\$14.81
14	2.564%	\$31,596.27	\$15.19
15	2.564%	\$32,406.40	\$15.58
16	2.564%	\$33,237.30	\$15.98

<b>Adult Program Specialist Assistant (currently part time)</b>		
<b>Effective 7/1/2015</b>		
<b>Step</b>	<b>Step %</b>	<b>Hourly</b>
0	0.000%	\$8.24
1	2.564%	\$8.45
2	2.564%	\$8.66
3	2.564%	\$8.89
4	2.564%	\$9.11
5	2.564%	\$9.35
6	2.564%	\$9.59
7	2.564%	\$9.83
8	2.564%	\$10.08
9	2.564%	\$10.34
10	2.564%	\$10.61

**APPENDIX A**

**HCBDD WAGE SCALES**

**Effective July 1, 2015**

<b>Paraprofessional</b>			
<b>Workshop Specialist</b>			
<b>Effective 7/1/2015</b>			
<b>Step</b>	<b>Step %</b>	<b>Annually (2080)</b>	<b>Hourly</b>
0	0.000%	\$20,573.68	\$9.89
1	2.564%	\$21,101.19	\$10.14
2	2.564%	\$21,642.23	\$10.40
3	2.564%	\$22,197.13	\$10.67
4	2.564%	\$22,766.27	\$10.95
5	2.564%	\$23,349.99	\$11.23
6	2.564%	\$23,948.69	\$11.51
7	2.564%	\$24,562.73	\$11.81
8	2.564%	\$25,192.52	\$12.11
9	2.564%	\$25,838.46	\$12.42
10	2.564%	\$26,500.95	\$12.74
11	2.564%	\$27,180.44	\$13.07
12	2.564%	\$27,877.35	\$13.40
13	2.564%	\$28,592.12	\$13.75
14	2.564%	\$29,325.22	\$14.10
15	2.564%	\$30,077.12	\$14.46
16	2.564%	\$30,848.30	\$14.83

<b>Van Driver (currently minimum hours guaranteed)</b>		
<b>Effective 7/1/2015</b>		
<b>Step</b>	<b>Step %</b>	<b>Hourly</b>
0	0.000%	\$9.95
1	2.564%	\$10.21
2	2.564%	\$10.47
3	2.564%	\$10.74
4	2.564%	\$11.01
5	2.564%	\$11.30
6	2.564%	\$11.59
7	2.564%	\$11.88
8	2.564%	\$12.19
9	2.564%	\$12.50
10	2.564%	\$12.82
11	2.564%	\$13.15
12	2.564%	\$13.49
13	2.564%	\$13.83
14	2.564%	\$14.19
15	2.564%	\$14.55
16	2.564%	\$14.92

**APPENDIX A**

**HCBDD WAGE SCALES**

**Effective July 1, 2015**

<b>Maintenance</b>			
<b>Effective 7/1/2015</b>			
<b>Step</b>	<b>Step %</b>	<b>Annually (2080)</b>	<b>Hourly</b>
0	0.000%	\$21,500.49	\$10.34
1	2.564%	\$22,051.76	\$10.60
2	2.564%	\$22,617.16	\$10.87
3	2.564%	\$23,197.07	\$11.15
4	2.564%	\$23,791.84	\$11.44
5	2.564%	\$24,401.86	\$11.73
6	2.564%	\$25,027.53	\$12.03
7	2.564%	\$25,669.23	\$12.34
8	2.564%	\$26,327.39	\$12.66
9	2.564%	\$27,002.43	\$12.98
10	2.564%	\$27,694.77	\$13.31
11	2.564%	\$28,404.86	\$13.66
12	2.564%	\$29,133.16	\$14.01
13	2.564%	\$29,880.14	\$14.37
14	2.564%	\$30,646.27	\$14.73
15	2.564%	\$31,432.04	\$15.11
16	2.564%	\$32,237.95	\$15.50

<b>Receptionist (currently part time)</b>		
<b>Effective 7/1/2015</b>		
<b>Step</b>	<b>Step %</b>	<b>Hourly</b>
0	0.000%	\$7.80
1	2.564%	\$8.00
2	2.564%	\$8.21
3	2.564%	\$8.42
4	2.564%	\$8.64
5	2.564%	\$8.86
6	2.564%	\$9.08
7	2.564%	\$9.32
8	2.564%	\$9.56
9	2.564%	\$9.80
10	2.564%	\$10.05
11	2.564%	\$10.31
12	2.564%	\$10.57
13	2.564%	\$10.85
14	2.564%	\$11.12
15	2.564%	\$11.41
16	2.564%	\$11.70

34