

**NEGOTIATED
AGREEMENT BETWEEN
NORTHWESTERN OHIO COMMUNITY
ACTION COMMISSION
AND
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES LOCAL #169
JANUARY 1, 2022 - DECEMBER 31, 2024**

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ARTICLE 1
PREAMBLE

This agreement is entered into by the Northwestern Ohio Community Action Commission (NOCAC), hereinafter referred to as the "Employer" or "NOCAC," and the Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO and its Local 169, hereinafter referred to as the "Union." The purpose of this agreement is the creation of a mutual satisfactory bargaining relationship between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences that may arise, and the establishment of wages, hours and other terms and conditions of employment.

ARTICLE 2
RECOGNITION

A. The Northwestern Ohio Community Action Commission ("NOCAC") recognizes the Ohio Association of Public School Employees, AFSCME Local 4, AFL-CIO and its Local 169 ("OAPSE" or "Union") as the exclusive bargaining representative for all full-time and part-time employees in the following positions employed by NOCAC at its facilities in Williams, Fulton, Henry, Paulding, and Defiance Counties:

- Child Care Eligibility and Licensing Specialist
- Family Advocate
- Cook/Custodian
- Nutrition Aide
- Teacher
- Teacher Assistant
- Home Visitor
- Classroom Aide

B. Excluded from the bargaining unit are all other employees of NOCAC, full and part-time, including, but not limited to, the following jobs and categories:

- Temporary and intermittent employees and substitutes
- Professional employees
- Confidential employees
- Supervisors
- Data Systems Specialist
- All other employees-Not listed in recognition clause

ARTICLE 3
DEFINITIONS

Agreement — This Negotiated Agreement between NOCAC and the Union

NOCAC — The Northwestern Ohio Community Action Commission

NOCAC Board — The NOCAC Board of Trustees acting in its official capacity

Employee — A member of the bargaining unit

Full-year Employee — An employee working 50-52 weeks per calendar year

Part-year Employee — An employee working less than 50 weeks per calendar year

Employer — NOCAC board members, administrators, agents and all others acting on NOCAC's behalf as directed by the agency

Local — Bargaining unit employees covered by the Agreement

Executive Director — Executive Director or designee

Union — Ohio Association of Public School Employees, AFSCME Local 4, AFL-CIO and its Local 169

Work day — A calendar day, except for Saturdays, Sundays and contractually recognized holidays

ARTICLE 4 **NEGOTIATIONS PROCEDURES**

A. Request for Opening of Negotiations

If either party wishes to negotiate changes in this Agreement, it shall notify the other party in writing in the month of September of the year in which the Agreement expires. The request shall be in the form of a Notice to Negotiate filed with a representative of the other party and the Federal Mediation and Conciliation Service (FMCS). At the initial meeting, the parties shall exchange an initial proposal which shall contain all items to be negotiated, except that either party may raise additional items in response/counter to the other party's initial proposal. After the initial meeting, no new items may be added to the agenda by either party, unless by mutual agreement. All meeting dates will be set by mutual agreement.

B. Negotiation Procedures

The parties shall meet at times and places agreed upon at the prior meeting. All meetings shall be held in private. At the initial meeting, all issues to be submitted for negotiations will be presented by each party in writing.

C. Caucus

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

D. Item Agreement

As negotiated items are agreed upon, they shall be reduced to writing and initialed by an authorized representative of each party. Such initialing shall be construed as tentative

agreement by both parties on that issue, subject to finalization by ratification by the membership of the Local and adoption by the NOCAC Board.

E. Agreement

When an agreement is reached on all items, the outcome shall be reduced to writing. The Employer shall prepare the Tentative Agreement for review. Both parties shall review the Tentative Agreement to determine the accuracy of the document. If the Tentative Agreement is then in proper form, it shall be submitted to the Local for ratification. Upon ratification by the Local, it shall be submitted to the NOCAC Board for adoption and the Policy Council for review. If adopted by the Board, the Agreement shall be binding on both parties. Said Agreement shall be signed by NOCAC's representatives and by the Local's representatives.

F. Printing and Distribution

After ratification and adoption, the agreement will be posted on the NOCAC website. If a member requests a hard copy one will be provided by the union.

G. Confidentiality

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

H. Negotiating Teams

The Employer and Local will be represented at negotiations meetings by teams consisting of not more than five (5) persons, including outside representatives. In addition, either party may bring in a consultant to address specific issues.

I. Impasse Procedures

If, after review of all issues submitted for negotiations, agreement is not reached, either party may declare impasse and request that an impartial mediator be appointed. When impasse is so declared, a Federal Mediation and Conciliation Service (FMCS) mediator shall be used. If the parties cannot agree on a mediator, FMCS shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the FMCS.

The mediator shall have the right to hold meetings with the negotiating parties in seeking to affect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS.

If agreement still has not been reached within thirty (30) calendar days after the expiration date of the existing Agreement, the parties shall be deemed to have reached ultimate impasse, unless extended by mutual agreement. After that time, the Local may exercise its right to strike pursuant to the National Labor Relations Act, and the Employer may exercise its right to implement contractual terms.

This impasse procedure is the parties' sole and exclusive alternative dispute resolution procedure.

ARTICLE 5
UNION REPRESENTATION

- A. The Employer agrees to permit a Union staff representative and/or a designee who is not an employee of the Employer reasonable access to Employer-owned premises for the purpose of investigating and adjusting grievances. Visitations by the staff representative or designee shall not interfere with the work duties of employees or with the Employer's business.
- 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 stewards assigned as representatives for each building. A steward may be the representative for more than one building. Local Union officials may conduct union business during nonworking hours.
- C. The Union shall provide to the Human Resource Director an official roster of its Union representatives, which is to be kept current at all times and shall include the following:
 - 1. Name
 - 2. Position
 - 3. Union office held

The Employer shall not recognize any employee as a Union representative until the Union has presented the Employer with written certification of that person's selection.

- D. The Union may use designated bulletin board space at each Employer work site to post and remove notices of Union activities and matters of concern. The Union steward assigned to a building shall have access to the bulletin board space within that building and shall have the right to post and remove notices of Union activities. Items may not be posted if the material contained is defamatory, obscene, libelous, derogatory, or tends to impede or disrupt the normal operations of the Employer.
- E. Unless mutually agreed otherwise, labor-management meetings, grievance hearings, pre-disciplinary conferences, or meetings with the Employer or its representatives concerning the enforcement of this Agreement shall be scheduled outside of the normal work hours of affected Union representatives. When such meetings are scheduled during work hours, such employees shall not incur any loss of hourly wages. Meetings may be held electronically as long as mutually agreed upon.
- F. The Employer agrees that the Union and its representatives may use the Employer's inter-agency mail box system to distribute mail for Union purposes. Email may be used to distribute material for union purposes with prior approval of the Executive Director. A copy of such email(s) will be provided to the Executive Director.

- G. Work place discussions about union matters will be treated in the same manner and according to the same agency-wide rules as all other non-work related discussions.

ARTICLE 6

OAPSE MEETINGS, CONFERENCES, EMPLOYER MEETINGS

- A. Two (2) Local Union delegates shall be permitted to attend the annual OAPSE Conference. Such leave shall be without loss of hourly wages. The total number of days allowed for each delegate will be no more than three (3) days total during a calendar year. Notification of delegate status and intent to attend said meeting shall be presented to the Executive Director at least seven (7) days prior to the meeting date.
- B. NOCAC Board meeting agendas shall be made available to the Union Local President at least three (3) work days prior to any regular scheduled Board meeting. Any addendum to the Board meeting will be available to the Union Local President prior to the opening of the Board meeting. The Union Local President shall be notified of any change in meeting dates or times as soon as the Employer knows those changes.
- C. New Employee Orientation

The Association President will be notified of all newly hired employees protected by this agreement.

ARTICLE 7

DUES DEDUCTION

- A. The Employer shall deduct from the wages of Union members for the payment of dues to the Union, upon presentation of a written authorization individually executed by any employee. Revocations shall be per the employee(s) Membership Application/Dues Deduction authorization card. Such deductions shall not begin until the employee has completed his/her introductory period.
- B. The Employer shall deduct from the wages of bargaining unit members who are not Union members for the payment of a "fair share fee" to the Union. Such deduction shall not begin until after the employee has completed his/her introductory period. The "fair share fee" shall be an amount no greater than the portion of Union dues that relates to expenses incurred by the Union for: (1) effectuating its duties as the exclusive representative of bargaining unit members and (2) negotiating and administering this Agreement and settling and adjusting grievances or other disputes arising under the Agreement. The Union shall be responsible for establishing any and all auditing, accounting and challenge or rebate procedures that may be required by law.
- C. All dues or "fair share fee" deductions shall be made from a bargaining unit member's wages in installments equal to the number of pay periods in the employee's work year.
- D. Within 15 days after the deductions are made, the Employer shall forward all dues and "fair share fee" payments to the Union State Treasurer with an alphabetical list of those

employees for whom payment is made and the amount deducted. The Employer also shall submit a copy of the list to the Union's Local Treasurer.

- E. On or before September 1 of each calendar year, the Union shall provide the Employer with a written notice of the annual dues and "fair share fee" rates for Union members. The Union also shall provide the Employer with written notice of any change to the annual dues and "fair share fee" rates. The Employer agrees to implement any change in such rates within thirty (30) days after receipt of written notice from the Union.
- F. The Union agrees that it shall establish and maintain compliance with all relevant constitutional and statutory requirements for "fair share fees." The Union further agrees to indemnify and hold the Employer harmless for any costs, demands, claims, suits or any other liability incurred as a result of the implementation and enforcement of this Article.
- G. Management will not provide orientation to employees on union membership or fair share fee issues.

ARTICLE 8

MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States and by the regulations of any and all funding sources.
- B. Except as otherwise specifically provided in the written provisions of this Agreement, the Employer has the sole and exclusive right to make all decisions relevant to the conduct and management of the agency as prescribed by law.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Negotiated Agreement.

ARTICLE 9

LABOR-MANAGEMENT MEETINGS AND SAFETY COMMITTEE

- A. In the interest of sound labor-management relations, whenever either party desires a meeting, it shall provide written notification to the other party. Within three days of such notification the Employer shall meet with representatives of the Union at a mutually agreeable date and time, to discuss those matters addressed in paragraph B below. Each party shall be permitted a total of four (4) representatives at such meetings, in addition to the OAPSE Field Representative. Meetings may be held electronically as long as this is mutually agreed upon. Each party may bring consultants by mutual agreement.
- B. In the interest of providing timely responses to labor-management concerns, an agenda will be provided to the other party along with the written notification of the meeting. The agenda shall contain a list of the matters to be taken up 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 any proposed changes by the Employer to terms and conditions of employment.
 3. Disseminate general information of interest to the parties.
 4. Discuss ways to increase productivity and improve efficiency.
 5. Give Union representatives the opportunity to share the views of their members on topics of interest to both parties.
 6. Consider and discuss health and safety matters relating to employees.
- C. Labor-management meetings are not intended to be negotiations sessions to alter or amend this Agreement.
- D. The Union shall provide up to 2 employees to be a member of the NOCAC safety committee. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer at each site and to encourage employees to follow those procedures. The Union will provide a list of its Committee members to the Human Resource Director no later than September 15th of each year.
- E. The Employer will provide personal protective equipment to adequately protect employees from safety hazards or to reduce hazards to an acceptable level.

ARTICLE 10

JOB POSTING PROCEDURES AND TRANSFERS

- A. Whenever the Employer determines that a vacancy exists within the bargaining unit, a notice of the vacancy will be emailed to all employee NOCAC email addresses and shall be posted on the Employer's bulletin boards in all open work sites for a period of three (3) work days. A vacancy is defined as a newly created position, or an opening created by a current employee leaving a position, that the Employer intends to fill. During the posting period, any Employee may bid on the vacant job by submitting a written notice/email to the Human Resource Director. The Employer shall not consider bids submitted after the posting period has expired. During the summer lay off period, job postings will be sent to all employees at their NOCAC email address.
- B. Postings shall contain the job title, rate of pay, the minimum qualifications for the job, and a brief summary of job duties.
- C. The position shall generally be awarded to the most senior applicant that has no suspensions in their file during the past 12 working months who meets the minimum qualifications of the job and who agrees to remain in that job at that location until the end of the school year in which they are placed in that job. The only exception to this stipulation

would be if another job becomes available for bid and it is at a higher pay level, more hours, or at a closer location or under section F below.

- D. Upon request, the Employer shall provide an employee not selected for a position with a written notice of the reasons why he or she was not selected, within three work days of the request.
- E. If three (3) or more positions in the same classification are vacant at the same time, the Employer may schedule a "group bidding" process to allow for all the vacancies to be bid on and filled at one time, including vacancies created by employees accepting new positions (the domino effect). This "group bidding" process will supersede the posting requirements in Section A. above.
- F. The Employer reserves the right to transfer or refuse to transfer employees, as long as such decisions are not arbitrary or capricious, or intended to circumvent the job posting process. If transfer is refused, the Employer will meet with the employee and union representation to discuss.
- G. The Employer may use temporary transfers to cover vacancies while positions are being filled pursuant to this Article.
- H. Notwithstanding anything in this Article to the contrary, vacancies occurring during the summer break will be filled in the following manner:
 - 1. At the end of the school year each employee will be considered as returning to the same position and location for the following year. If an employee will not be returning the following year they need to let the Executive Director know as soon as possible. The Employer will determine what openings need to be filled, those positions will be posted and the bidding procedure will take place.
 - 2. By July 1st of each year, the Employer will send to their NOCAC email address, written notification to each employee of their intended assignment for the following year. Each employee will have until July 8th to sign and return a copy of the form to the Human Resource Director. Employees who do not sign and return the form by July 8th will be considered to have resigned from their position, and their position will be filled, again by using employee requests, then the hiring process. No later than July 7th the Human Resource Director shall notify the Union President of those employees who have not returned their assignment forms. The employer will include the estimated return to work date, subject to programmatic changes, on the intent to return to work slip.
 - 3. Assignment notifications will be sent to the employee's NOCAC email address.

ARTICLE 11

INTRODUCTORY PERIOD FOR NEW HIRES

- A. Newly hired full-time and part-time employees are required to serve a ninety (90) calendar day introductory period. NOCAC retains the right to extend the ninety (90) calendar day

introductory period an additional thirty (30) calendar days at its discretion, when needed. Such an extension shall not be subject to the grievance procedure.

- B. New hire introductory periods shall begin on the date of original employment as stated on the Notification of Personnel Action form.
- C. Introductory employees are not eligible for certain benefits of employment that are provided to non-introductory employees. These benefits include pension match. Introductory employees shall be granted bereavement leave days off, but without pay. Introductory employees are not eligible for medical/life/disability/vision/dental insurance until the first of the month after they have completed 30 calendar days of employment. Introductory employees will be granted holiday leave, with pay. Introductory employees cannot begin to use accrued vacation or personal days until completion of the introductory period.
- D. During the introductory period, the supervisor will closely observe and evaluate the employee's performance and job aptitude. Likewise, the employee is encouraged to bring problems and questions to his supervisor to seek direction as necessary. In addition, the supervisor will formally evaluate newly hired employees at least once prior to the completion of their introductory period.
- E. NOCAC will retain only those introductory employees who meet acceptable work standards during their introductory period. Introductory employees may be terminated at any time during the introductory period. Such terminations are not subject to challenge through the grievance procedure or in any other manner.
- F. An employee may bid on positions during the new hire introductory period if the position is a higher pay level, more hours or closer location. The Executive Director may also, at her discretion, require (or approve upon request) that a new hire introductory employee be transferred to a position in a different classification. In such case, the employee must serve a new hire introductory period in the new classification.
- G. Time spent on approved leave does not count toward completion of the introductory period. The introductory period will be extended by the number of days that the employee was absent from scheduled work while in introductory status.

ARTICLE 12

INTRODUCTORY PERIOD FOR CHANGE IN POSITION

- A. Current full-time and part-time employees that change positions are required to serve a ninety (90) calendar day promotional introductory period in the new position. NOCAC retains the right to extend the ninety (90) calendar day introductory period an additional thirty (30) calendar days at its discretion, when needed. Such an extension shall not be subject to the grievance procedure.
- B. Introductory periods begin on the effective date of the new position as noted on the Notification of Personnel Action form.

- C. During the introductory period, the supervisor will closely observe and evaluate the employee's performance and job aptitude in the new position. Likewise, the employee is encouraged to bring problems and questions to his supervisor, and to seek direction as necessary. In addition, the supervisor will evaluate employees new to the position at least once prior to the completion of their introductory period.
- D. NOCAC will retain in their positions only those employees who meet acceptable work standards during their introductory period. Should an employee not meet work standards during their introductory period, the employee will be returned back to the prior position, if still open. If the prior position is not still open, the employee will be offered other available positions for which they qualify. If there are no other available positions, NOCAC will meet with the employee and union representation to discuss options.
- E. Employees' pay in the new position will be adjusted to reflect the new wage and will include any length of service increases. If an employee is returned to their prior position during their introductory period, they shall be paid at the same rate they were making immediately prior to the change in position.
- F. Such employee shall not be required to serve an introductory period following a return to his/her prior position.
- G. Time spent on approved leave does not count toward completion of the introductory period. The introductory period will be extended by the number of days that the employee was absent from scheduled work while in introductory status.

ARTICLE 13 **JOB DESCRIPTIONS**

- A. An employee who moves into a new position will receive a copy of the job description for the new position no later than the first day that the employee starts working in the new position. New employees shall receive a copy of their job description no later than the first day that they start work. If the Employer revises a job description, it shall provide an updated copy to all affected employees.
- B. New employees shall receive at least four (4) hours of orientation.
- C. New employees and transfer employees will receive training on each task listed on their job description.
- D. All employees will receive a copy of their job description in connection with their annual evaluation.

ARTICLE 14 **SENIORITY**

- A. Upon completion of the introductory period, seniority shall be computed on the basis of the total length of service with the Employer from original date of hire.

- B. An approved leave of absence, absence due to layoff, disciplinary suspension, or workers' compensation leave does not constitute a break in service provided the employee follows the procedure for such leave and returns to active service immediately following the expiration of the approved leave or disciplinary suspension.
- C. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.
- D. Upon reasonable request, the Employer shall provide the Union with a copy of a current seniority list of all bargaining unit positions. The Union may meet with the Employer to review the list at the next labor/management meeting. The seniority list shall be made up by position and shall contain, in order of seniority, names and dates of hire of each employee in the bargaining unit.

ARTICLE 15

HOURS OF WORK AND OVERTIME

- A. The hours and location of work will be assigned by the Employer. The existence of the negotiated wage schedules does not restrict or limit the Employer's right to increase or reduce the number of jobs, or to increase or reduce the number of hours and weeks that employees are scheduled to work. Neither this Article nor any other provision of this Agreement shall be construed as a guarantee of hours per day or per week or weeks per year. The workweek for payroll purposes is Sunday through Saturday.
- B. An employee may, with the consent of the Employer, "flex" his or her schedule during a two week pay period in order to avoid overtime. If the employee flexes his or her schedule during the same week in which extra hours would have been worked, the flexing shall occur at the rate of one (1) hour of flex time for each hour that would have caused the employee to exceed 40 hours. If an employee works extra hours during the first week of a two week pay period, but cannot flex his or her schedule until the second week of the pay period, the flexing shall occur at the rate of one and one-half (1 1/2) hours of flex time for each hour that would have caused the employee to exceed 40 hours during the first week.
- C. Flex time is not cumulative. Once the Employer and an employee agree that flex time may be used, the employee must use his or her flex time must within the two week pay period in which it is accrued. If an employee fails to do so, the flex time is lost.
- D. If the employee cannot flex his or her hours, or if the Employer does not permit the use of flex time, the employee will be paid at the rate of one and one-half (1 1/2) times his or her regular straight-time hourly rate for all hours worked in excess of eighty (80) hours in any two week pay period.
- E. Overtime must be authorized in advance by the Employer. Employees are not to begin work early, perform work beyond the scheduled quitting time, or work days other than scheduled without their supervisor's advance approval. On rare occasions, such as in emergency situations, it may be necessary for a non-exempt employee to work overtime without prior authorization from his supervisor. In such instances, the employee will be compensated in accordance with the provisions specified in this contract for all hours

worked. However, by the employee's next scheduled working day, the employee must provide to the supervisor an explanation as to why unauthorized overtime was necessary. The supervisor may take disciplinary action, if he deems that the employee abused this provision by working unjustified or unnecessary overtime.

- F. For purposes of computing overtime pay, holidays, vacation, personal leave and any and all other paid or unpaid leaves of absence shall not be treated as hours worked.
- G. Unless otherwise specified in this Article or the employee's job description, employees must take a non-paid, duty free meal period of at least thirty (30) minutes. Employees must take their meal period near the middle of the workday, at a time that allows minimal disruption to the employee's workday and client services. This time is normally left to the discretion of the employee, but is subject to the approval of the employee's supervisor.
- H. Employees are not compensated for their meal period unless they are required to remain on duty by their job description or supervisor, or their meal period is otherwise disrupted by a call to duty.
- I. Employees are required to record the start and end of their workday, their meal period and any other absences during the workday from their work site on the computer time clock system or Sign in/Sign out sheet, as applicable. Employees traveling to other NOCAC work sites must record their times of arrival and departure on the computer time clock system or Sign in/Sign out Sheet, as applicable. Employees shall record their own time on the computer time clock system or Sign in/Sign out Sheet, as applicable. Filling out another employee's pay sheet, or falsifying one's own pay sheet, or clocking in or out for somebody else, is prohibited.
- J. Employees traveling for business must fill out the applicable information on the Travel Expense Report.

ARTICLE 16

LAYOFF AND RECALL

- A. When the Employer determines to reduce the number of jobs in one or more positions covered by this Agreement, NOCAC shall follow the procedure set forth in this Article.
- B. The Employer shall determine the number of employees and the positions to be affected by the layoff. The Employer agrees to meet with the Union to discuss possible alternatives and the impact of the layoff prior to initially notifying the affected employees.
- C. Layoffs may be made only for lack of work, lack of funds or abolishment of one or more positions. "Lack of work" means that there is no present need to perform the duties of the affected positions. "Lack of funds" means that there is a deficiency of funds to maintain current operations. "Abolishment of one or more positions" means that the Employer deletes the affected positions from its table of organization due to a lack of continued need for the positions.

- D. Whenever reasonably possible, the Employer shall provide the affected employees with a written notice of the layoff via the employee's NOCAC email address within five (5) days before it occurs. The notice shall include a statement of the reasons for the layoff, a list of the positions affected by the layoff and notice to the employees of their displacement and recall rights.
- E. In the event that it becomes necessary to lay off employees due to lack of work, lack of funds or abolishment of one or more positions, NOCAC shall implement the layoff in the affected positions on the basis of reverse system seniority in that position. In the case of identical seniority, order of layoff shall be determined by the following order 1) attendance 2) suspensions 3) lottery.
- F. An employee may avoid a layoff by displacing another employee within another position in the same or a lower pay level if the laid off employee has more seniority with NOCAC than the employee he is displacing and the employee meets the minimum qualifications for the job. An employee who displaces into another position will be paid within the pay range assigned to the job into which he displaced. An employee who wishes to exercise displacement rights may do so only if he or she provides the Employer with a written notice/email to the Human Resource Director of such intent within two (2) works days after receipt of the layoff notice. If the employee chooses to displace another employee, the Human Resource Director will notify the employee being displaced by email and phone by the end of the day she is provided notice of intent to displace by the other employee. The email will let the bumped employee know what their options are.
- G. The names of laid-off employees shall be kept on a recall list by position for a period of twelve (12) months from the employee's last workday. The Employer shall provide a copy of the list to the Union. If the Employer determines to fill a job during that period in that position or another position at the same or a lower pay level position that the employee is qualified to fill, the Employer must offer the job to the most senior employee on the recall list for the position. The offer of recall shall be made by a phone call (email is acceptable) to the employee at his/her most recent phone number NOCAC email address. It is the employee's responsibility to keep the Employer informed of his/her up-to-date phone number.
- H. A recalled employee shall have until the end of the next business day after receipt of the phone call or email to accept the offer of recall. If the employee accepts recall into a job with a lower rate of pay than the job that he or she held prior to layoff, the employee also may remain on the recall list during the remainder of the twelve-month period and thereafter shall be eligible for recall only into the position that he or she held immediately prior to layoff. An employee who is recalled into a job with a lower rate of pay also may decline the offer of recall and remain on the recall list. However, an employee who is recalled into a job with the same rate of pay will be eliminated from the recall list if he or she does not accept the offer unless the position offered is more than 35 miles from their home. However, if an employee is offered a second open position (at a different location than the first offer) at the same level they must accept or they will be eliminated from the recall list.

- I. If a recalled employee does not respond by the end of the next business day after the offer of recall, his/her name shall be eliminated from the recall list and the employment relationship between him/her and the employer shall cease. If the first employee on the recall list for a job does not accept the recall, the Employer shall offer the job to the next most senior employee from that position on the recall list by the procedure outlined in this Article, and so on, until the job is filled.
- J. The provisions of this Article, including but not limited to the displacement procedures, do not apply to the normal close of operations that occurs during the summer months.
- K. Staff that are on summer layoff and do not intend to return to work are required to notify the Human Resources Director immediately.
- L. The last day of work at the end of the school year will be on a Friday. Recall for the new school year will be on a Monday.

ARTICLE 17

PERSONNEL FILES

- A. NOCAC shall maintain official personnel files for all employees. An employee has the right to inspect his/her official personnel file upon reasonable advance written request to the Executive Director, who shall arrange a time with the employee during normal business hours. The employee shall be permitted to copy any document in his/her file at the employee's expense and to attach letters of explanation to documents when he/she believes an explanation is necessary. Employees are not allowed to remove their personnel file, or any part thereof, from the room where the file is maintained.
- B. Records of written reprimands and verbal warnings shall be removed from the employee's personnel file upon request as follows:
 - Removed after 24 months of active employment
 - Employee must not have any new or additional violations in the 24 months

ARTICLE 18

HOLIDAYS

- A. The following holidays will be observed:

1. New Year's Day	January 1
2. Martin Luther King Day	3rd Monday in January
3. Presidents' Day	3rd Monday in February
4. Good Friday	Friday before Easter
5. Memorial Day	Last Monday in May
6. Juneteenth	June 19
7. Independence Day	July 4
8. Labor Day	1st Monday in September
9. Columbus Day	2 nd Monday in October

10.	Veterans Day	November 11
11.	Thanksgiving Day	4th Thursday in November
12.	Day after Thanksgiving	4th Friday in November
13.	Christmas Eve	December 24
14.	Christmas Day	December 25
15.	New Year's Eve	December 31

- B. Part-year employees will be paid their regular per diem rate for all of the holidays contained in Section A that occur when they are in active employment status.
- C. Full-year employees will be granted the same holidays as the administrators/non-union employees.
- D. Employees serving their initial introductory period shall be paid for the holidays set forth in this article.
- E. In order to be compensated for holidays, an employee must be regularly scheduled to work and must actually work all his/her scheduled hours on the work day immediately before and immediately after the holiday, unless the employee was on approved Personal Leave or Vacation Leave. Notwithstanding anything to the contrary in the Personal Leave Article, the Employer has the right to request a doctor's note for a Personal Leave request if related to illness for the day before or after a holiday. Failure to produce a satisfactory doctor's note will result in the employee not being paid for the holiday.
- F. If a holiday occurs while an employee is on a paid leave, the time spent on the holiday will not be charged against the employee's accrued paid leave time.
- G. A holiday that falls on Sunday will be observed on the following Monday, and a holiday that falls on Saturday will be observed on the preceding Friday. If either day is already a holiday, another day will be assigned by the Employer.

ARTICLE 19 **VACATIONS**

- A. Part-Year Employees
 - 1. Part-year non-introductory employees will receive three (3) paid vacation days between Christmas and New Year's Day.
 - 2. Part-year employees shall accrue for every 80 hours of paid time additional vacation days as follows:

Up to five (5) years	1.64 hours
After five (5) years	2.05 hours
After 10 years	2.46 hours
After 15 years	2.87 hours

After 20 years

3.28 hours

3. Part-year employees will be paid out unused vacation leave balances exceeding 32 hours on or about July 15 of each year. No more than five (5) consecutive days will be approved at one time. Introductory employees cannot begin to use accrued vacation until completion of the introductory period.

B. Full-Year Employees

1. All full-year employees will accrue vacation leave each payroll up to a maximum amount of 200 hours. Introductory employees cannot begin to use accrued vacation until completion of the introductory period.

2. Full-year employees shall accrue vacation days as follows:

Less than one (1) year	5 days
More than one (1) and less than five (5) years	10 days
More than five (5) and less than 10 years	15 days
More than 10 years and less than 20 years	20 days
More than 20 years	25 days

3. Vacation Buy Back

- a. Subject to the Employer's discretion and availability of funds, a full-year employee may request to receive a payout of accrued time in lieu of vacation if the employee has a vacation leave balance that is over 50% of his or her maximum accrual (part-year employees will receive an automatic payout of the balance exceeding 32 hours, per A.3.). If such a request is approved, the number of hours subject to payout shall be limited to those in excess of 50% of the employee's maximum accrual. The Employer is under no obligation to honor any or all such requests in any given year.
- b. An employee may request a payout once per calendar year. Such a request must be submitted to their Supervisor prior to a deadline established by the Employer. The Supervisor will forward the request to the Executive Director or designee for approval or denial. If a payout request is approved the Employer shall provide the employee with payment in lieu of vacation on or about July 15th of such year. Upon payment, the Employer shall subtract a corresponding amount of time from the employee's vacation leave balance.

C. All Employees

1. Vacation scheduling is subject to the approval of the employee's supervisor. All vacation leave requests (with the exception of the three (3) days noted in Section A.1. which is automatic for part-year employees) must be requested in the time

system and approved by the supervisor, at least five (5) working days before commencement of the vacation leave if more than one day is requested at a time. Requests for vacation leave that do not conform to this requirement shall be denied, and the employee shall receive no pay and may be subject to discipline for any period of unauthorized absence.

An employee shall be required to provide medical certification verifying any illness or injury to a member of his or her immediate family if vacation leave is used for two (2) or more consecutive days for such purpose. An employee requesting the use of vacation leave and/or using vacation leave for a personal illness, pregnancy, injury, or exposure to contagious disease for three (3) days or more, shall be required to furnish a statement from a licensed physician or other appropriate documentation to justify the use of such leave.

2. The supervisor may deny any vacation leave request based upon NOCAC's operational needs, workload requirements or other business reasons. If the vacation leave request is denied, the denial must be in writing. Any denial may be appealed to the Child Development Director. If denied by the Child Development Director, the denial must be in writing.
3. No vacation leave may be taken prior to its accumulation.

Payment for unused vacation upon resignation or retirement with appropriate notice will be paid calculated by multiplying the number of remaining hours by his/her current hourly rate of pay. However, failure to give proper notification may result in ineligibility for reinstatement or reemployment with NOCAC and/or forfeiture of payment for unused vacation hours.

ARTICLE 20

PERSONAL LEAVE

- A. Part-year employees and full year employees will accrue 3.08 hours of personal leave for every 80 hours of paid time.
 1. Introductory employees cannot begin to use accrued personal leave until completion of the introductory period.
- B. Personal leave accumulation shall appear on each employee's time card in the time system. Full-year employees may accumulate personal leave up to a maximum of 240 hours and part-year employees may accumulate personal leave up to a maximum of 200 hours.
- C. An employee requesting personal leave for any reason that can be anticipated in advance shall request the use of personal leave by entering his/her request in the time system for acknowledgement and action by the employee's supervisor prior to the date(s) the employee is requesting. Employees should schedule appointments outside of their normally scheduled work hours. A supervisor may deny use of personal leave based upon NOCAC's operational needs, workload requirements or other business reasons. Abuse of

personal leave may be grounds for disciplinary action up to and including termination of employment.

- D. If personal leave is requested for purposes that cannot be anticipated in advance (i.e. illness or accident) the employee shall inform his/her supervisor of the reason and expected length of time the employee will be absent from work, no later than one hour prior to the employee's scheduled starting time. If personal leave is requested the morning in which it is to be used, at least thirty (30) minutes must be requested. The employee must enter any unanticipated requests for personal leave into the time system as soon as the employee returns to work for supervisor acknowledgement and action.
- E. An employee shall be required to provide medical certification verifying any illness or injury to a member of his or her immediate family if personal leave is used for two (2) or more consecutive days for such purpose. An employee requesting the use of personal leave and/or using personal leave for a personal illness, pregnancy, injury, or exposure to contagious disease for three (3) days or more, shall be required to furnish a statement from a licensed physician or other appropriate documentation to justify the use of such leave.
- F. Employees will not be compensated for any unused, personal hours upon separation of employment with NOCAC.
- G. Personal leave will not be approved for any employee during the final two weeks of his/her employment after he/she submits a notice of resignation, except when the employee submits to the component director a signed medical statement from a licensed physician substantiating the use of personal leave for medical purposes. Any other time off during the final two weeks of employment after notice of resignation shall be charged against the employee's accrued, but unused, vacation leave or shall be without pay and be subject to attendance points.

ARTICLE 21

BEREAVEMENT LEAVE

- A. Employees may be granted leave for bereavement due to the death of an employee's family member, in accordance with the provisions specified below.
- B. An employee shall request bereavement leave to obtain their supervisor's approval as soon as possible prior to the requested date(s) of leave. If the leave cannot be anticipated, the employee must contact their supervisor as soon as possible to notify them of their absence.
- C. The Employer shall grant 4 days of bereavement leave, as needed by the employee, for the death of an employee's spouse, child, step-child, partner akin to a spouse, parent, step father/mother or siblings and other persons for which legal guardianship is in effect.
- D. The Employer shall grant 2 days of bereavement leave for the death of an employee's father/mother-in-law, step-sibling, son/daughter-in-law, brother/sister-in-law, grandparent, or grandchild.

- E. The Employer shall grant up to 1 day of bereavement leave for the death of an employee's niece or nephew, aunt or uncle, or a spouse's grandparent.
- F. Employees may also request approval to use leave such as personal leave, vacation or unpaid time off, in addition to bereavement leave, if necessary. Points will not be assessed for leave used.
- G. Introductory employees may request unpaid bereavement leave.

ARTICLE 22

COURT LEAVE

- A. If an employee is required to report for jury service by the United States, the State, or a political subdivision, he/she must provide written notice from the court to the Child Development Director within a reasonable time after receipt of notice of selection for jury service.
- B. The employee shall remit to NOCAC all sums received by the employee from the Court or any other source in connection with his service. The employee will be paid his/her usual compensation for all time spent in jury service during his/her regularly scheduled working hours. If released from jury service prior to the end of his/her scheduled work day, the employee shall report to work for the remaining hours.
- C. Paid court leave is not granted to employees for court appearances in criminal, civil, or juvenile court cases in which they are personally involved. In such cases, an employee may apply in advance for personal leave or vacation leave.
- D. When an employee appears in court in cases related to NOCAC matters (other than those in which the employee is litigating or testifying against NOCAC), employees shall be paid for all hours worked at their regular hourly single or overtime rate, whichever is applicable. A subpoenaed employee shall submit to the Child Development Director a copy of the subpoena prior to the court date to request approval, and shall remit to NOCAC all sums received by the employee from any source in connection with his/her being subpoenaed.

ARTICLE 23

MILITARY LEAVE

- A. Any employee who is inducted or enters into the uniformed services (including service with a reserve component of the uniformed services) for training or service shall, upon request, be granted a military leave of absence. Whenever possible, an employee shall request military leave in advance of the commencement of such Leave. Upon completion of his/her military service, the employee shall be restored to his /her former job or to a job of like seniority, status and pay provided that:
 - 1. the employee has received a certificate attesting to satisfactory completion of military service;

2. the employee is still qualified to perform the duties of his former job; the employee makes application for reemployment within 90 days after his/her discharge from such service or training or from hospitalization continuing after discharge for a period of not more than one year; and
3. NOCAC's circumstances have not changed so as to make it impossible or unreasonable to rehire the employee.

Employees in paragraphs B. through D. of this Article are subject to the specific provisions set forth therein, but also are subject to all other non-conflicting terms of this paragraph.

- B. An employee whose service or training in the uniform services is less than 31 days must report to NOCAC for work at the beginning of the next regularly scheduled working period after the employee returns home from his/her service or training. Such an employee shall not be required to apply for reemployment.
- C. An employee whose service or training in a reserve component of the uniform services is less than 90 consecutive days must report to NOCAC for work at the beginning of the next regularly scheduled working period after the employee returns home from his/her service or training.
- D. An employee whose service or training in a reserve component of the uniform services is 90 or more consecutive days must apply for reemployment with NOCAC within 31 days after his/her release from such service or training or from hospitalization continuing after discharge for a period of not more than one year.

ARTICLE 24

EDUCATIONAL/TRAINING ASSISTANCE

- A. All requests for Educational Assistance must be made in accordance with the provisions specified in this Article and are subject to both approval at the discretion of the Executive Director and the availability of funding.
- B. Employees may request Educational Assistance for courses of study that:
 1. Are directly related to the employee's current job (i.e. the attainment of certifications/degrees, to include CDA credentials, to continue to meet the minimum qualifications for their job, based on program guidelines) with NOCAC, or
 2. Will enhance the employee's potential for advancement within NOCAC to a job that NOCAC believes the employee has a reasonable expectation of achieving.
- C. Employees are eligible for Educational Assistance. (See G. for exception.) An eligible employee may request Educational Assistance by submitting a completed Request for Continuing Education or Training and Technical Assistance form to their supervisor a minimum of thirty (30) days prior to the start date of the class. The form must have the following attached in order to be considered for approval: 1) proof of financial assistance

approval/denial from the educational institution; 2) an invoice from the educational institution showing the cost of the class; and 3) a description from the educational institution of the class being requested.

- D. If approved by the Executive Director, NOCAC will pay for an employee's class, or if the employee is taking the class at their own expense, NOCAC may approve up to 10% of the employee's work time, computed monthly, as paid time to complete the class. If additional time off is needed for completion of an approved class, the employee must request their available personal or vacation leave appropriately. If approved for either type of assistance, the employee must achieve at least a "C" in a graded course or a passing grade in a pass/fail course. As soon as the employee receives his/her official grades, a copy of the grade report must be submitted to the Finance Director. If the minimum grade specified in this paragraph is not achieved, or if the class is dropped, and NOCAC paid for the class, the employee must reimburse all costs paid by NOCAC. Reimbursement shall be due and payable in full upon issuance of the first paycheck after receipt of the grades or notice of the class being dropped. The employee may request that reimbursement be made through a schedule of payroll deductions. If paid time off had been approved, the employee will not be eligible for paid time off educational assistance for two years from the date of the class/course completion that made them ineligible.
- E. Time spent attending class, completing homework, and performing other related class assignments and requirements shall not be considered time worked for payroll purposes (See D. and G. for exceptions). Notwithstanding the foregoing, NOCAC shall count student teaching time as paid work time provided that the student teaching occurred at a NOCAC site during the time the employee is on active employment status (i.e., not during the summer layoff period).

NOCAC shall pay 100% of the cost of the Commercial Driver's License (CDL), including the cost of the driving record abstract, certification or re-certification test, fingerprinting and BCI check. If an employee fails to pass the CDL test, one additional attempt shall also be covered if necessary.

- F. If the employee resigns or otherwise is separated from employment with NOCAC within twenty four (24) months of completing credit based courses or costs related to obtaining the CDL including the cost of the driving record abstract, certification or re-certification test, fingerprinting and BCI check, that were paid for by NOCAC, the proportionate cost shall be deducted from the employee's final paycheck in accordance with the following scale:

<u>Months Employed Following Payment of Classes/CDL License</u>	<u>Amount Owed</u>
One to Six	100% of amount received
Seven to Twelve	75% of amount received
Thirteen to Eighteen	50% of amount received
Nineteen to Twenty-four	25% of amount received

Once the employee has completed 24 months of additional employment with NOCAC following the completion of the credit based courses or CDL license that were paid for by NOCAC there will be no recoupment of the cost.

- G. Employees that have dropped a course, obtained a grade of less than a "C", and/or failed a course that NOCAC paid for and have not completed payback are not eligible for any educational assistance. NOCAC will not pay for or give paid time off for the same course twice. This provision will not apply to employees experiencing extreme circumstances where the employee cannot physically attend the classes due to health issues of the employee or family member, providing such circumstances are verified, and the employee either withdraws from the course or obtains an Incomplete and finishes the course within a reasonable time.

ARTICLE 25

DISCIPLINE

- A. Employees shall not be discharged, suspended, or disciplined without just cause.
- B. Based upon the severity of the situation, disciplinary action may follow the steps outlined below:
 - 1. Verbal warning — first offense
 - 2. Written reprimand — any second offense
 - 3. Suspension — any third offense
 - 4. Discharge — any fourth offense
- C. Verbal warnings or written reprimands shall not be subject to the grievance procedure. If a verbal warning or written reprimand is subsequently used against the employee in a suspension or discharge proceeding, the employee may challenge the warning and/or reprimand at that time.
- D. The Employer will maintain a written record of all formal disciplinary actions in the Employee's personnel file. The Employee and the Union will receive copies of any formal disciplinary actions before being placed in the Employee's personnel file.
- E. A representative of the Union may be present for any disciplinary actions and/or proceedings. Employees may choose the Union representative that they want to be present at a disciplinary conference. The Employer may choose to schedule disciplinary conferences on non-work time in order to minimize lost productivity. The disciplinary conferences (to include fact finding) shall be held at the employee's work site when possible. Meetings may be held electronically as long as this is mutually agreed upon.
- F. NOCAC will work with the employee and his/her Union representative toward scheduling disciplinary meetings at a mutually agreeable date and time provided that the meeting will

occur during not more than one person's (i.e., employee's and Union representative's) work time.

- G. The Employer will institute disciplinary action within thirty (30) days from knowledge of the infraction, taking into account more time may be needed if an outside agency is involved in the investigation.

ARTICLE 26

ATTENDANCE

- A. Northwestern Ohio Community Action Commission provides valuable services to the community. In order to accomplish our mission, it is imperative that every employee be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Employer. Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action, up to and including termination of employment.

B. DEFINITIONS

Failure to work all scheduled hours will constitute an absence. While an absence can be paid or unpaid, authorized or unauthorized, any time an employee is not at work as scheduled, the employee is absent.

1. Authorized Absences

Absenteeism for the following reasons will not count against an employee:

- * Recognized Holidays
- * Vacation Leave which is approved in advance
- * Approved Personal Leave
- * Approved Jury Duty or Court Leave
- * Approved Bereavement Leave
- * Absences qualified under the Family and Medical Leave Act
- * Approved Military Leave
- * Approved Worker's Comp Leave
- * Approved Short Term Disability Leave
- * Flex time which is scheduled and approved in advance
- * Disciplinary suspensions

In the event that absences arising from the list above become excessive, the employee's entire attendance record will be reviewed, with subsequent action to be taken as determined by the "Child Development" Director.

2. Point System for Unauthorized Absences

- * No Call/No Show = 3 points
- * Absence = 1 point
- * Tardy/Leave Early (5 minutes —30 minutes) = 1/2 point

* Tardy/Leave Early (more than 30 minutes) = 1 point

C. PROCEDURE

1. Employee's attendance is documented and tracked in the Time System

D. DISCIPLINE

After 3 points — Verbal Warning
After 5 points — Written Warning
After 6 points — Suspension
After 9 points — Termination

Attendance Points will continue to accrue on a rolling basis and discipline will be issued as each point threshold is reached. Points for a specific incident will expire 12 months from the date of the incident. However, if during any 12 month period sufficient points are accumulated termination will occur.

ARTICLE 27
GRIEVANCE PROCEDURE

A. The following definitions and terms apply to this Article:

1. A "grievance" is an alleged claim by an employee, a group of employees or the Union that the Employer has violated, misinterpreted or misapplied a specific and express term of this written Agreement.
2. A "grievant" is the employee, group of employees or the Union that files a grievance.
3. If a grievant fails to file a written grievance by the stated deadlines, then the grievance shall be considered waived, withdrawn and not arbitrable.
4. If the Employer fails to hold a meeting or to respond to a grievance by the stated deadline, the employee is entitled to appeal to the next step.
5. An employee may be accompanied at any formal stage of the grievance procedure by a representative of the Local.
6. An employee may present grievances and have them adjusted at the informal step without the intervention of the Local, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as a Local representative has the opportunity to be present at the adjustment. The Local representative may be present but shall not participate in the meeting at which the adjustment occurs unless requested by the employee who filed the grievance.

7. Notwithstanding anything to the contrary in this Agreement, a stated deadline that occurs when the party responsible for meeting the deadline is on a leave of absence shall be extended until the leave ends.

8. Any internal grievance "STEP" may be skipped by mutual written consent.

B. The following procedure will be used in processing a grievance:

STEP 1 (Informal): The Union Grievance Chairperson shall, within ten (10) work days of the occurrence which gave rise to the grievance, first attempt to settle the matter by having an informal conference with the Human Resource Director. The Union Grievance Chairperson and the Human Resource Director must sign the grievance form indicating the date and time of the informal conference.

STEP 2 (Written Grievance/Child Development Director): If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievance shall be reduced to writing and filed with the Child Development Director, on the form attached to this Agreement as Appendix A, within ten (10) work days after the Step 1 informal conference. The written grievance shall be signed by the grievant and specifically state the following information: The exact nature of the grievance, the act or acts complained of; when they occurred, who was involved, the identity of the grievant, the specific Article and Sections of this Agreement claimed to be violated, and the remedy sought. The Child Development Director shall give his/her answer in writing within ten (10) work days of receipt of the grievance.

STEP 3 (Executive Director/Designee): If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the grievant may appeal to the Executive Director or designee by filing a written appeal of the grievance within ten (10) work days of the grievant's receipt of the Child Development Director's written response. The Executive Director or designee shall hold a meeting with the grievant to discuss the grievance and its possible resolution within ten (10) work days of submission of the notice of appeal. The Executive Director or designee shall make a written response to the appeal within ten (10) work days of the meeting.

STEP 4 (Mediation): If the grievance is not satisfactorily resolved in the manner provided for in Step 3, within ten (10) days of the Executive Director's response the grievant and the Union may submit the grievance to the Federal Mediation and Conciliation Service (FMCS) for non-binding mediation. The Executive Director or designee, the Union and the grievant shall participate in such mediation to discuss the grievance and its possible resolution at a date mutually agreed upon by the parties and the FMCS mediator. The mediation shall occur at the earliest opportunity within fifteen (15) work days of submission of the notice of appeal.

STEP 5 (Arbitration): If the grievance is not satisfactorily resolved in the manner provided for in Step 4, the Union shall file with the Executive Director or designee a written appeal to arbitration within ten (10) days of mediation. Appeals to arbitration shall be solely at the Union's discretion.

The Employer and the Union shall attempt to mutually select an arbitrator within ten (10) days of receipt of the appeal. If the parties cannot mutually agree on an arbitrator, the parties shall submit the grievance to FMCS. An arbitrator shall then be chosen using FMCS procedures.

The arbitrator shall render a decision as soon as possible, and the decision shall be final and binding on the Employer, the employee and the Union. The losing party shall be responsible for payment of all fees and costs incurred by the arbitrator. The procedures contained in this article constitute the sole and exclusive method of redressing grievances arising from this Agreement during the term of this agreement and any extension thereof.

C. Power of the Arbitrator

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

ARTICLE 28
DRUG AND ALCOHOL TESTING

- A. Employees are subject to drug and alcohol testing in compliance with applicable statutes and NOCAC policy (See Appendix C).

- B. Upon employment, each employee shall be given a copy of the Drug and Alcohol Policy. The employee shall be required to read and sign a form acknowledging receipt of this policy.

ARTICLE 29
CONTINUED EMPLOYMENT

An employee who is subject to a seasonal layoff at the end of a program year will be recalled to work at the start of the next program year unless his/her job has been abolished for one or more of the reasons listed in the layoff and recall article of this Agreement.

ARTICLE 30
MILEAGE REIMBURSEMENT

When the Employer requires an employee to drive a personal vehicle as part of his/her job duties, the Employer will reimburse the employee at a mileage rate that is the lesser of the annually determined Internal Revenue Service rate or \$0.58.5 per mile. If during the term of this agreement a higher rate of reimbursement is granted to other employees, then that same rate shall be granted to members of the bargaining unit.

ARTICLE 31
PENSION

- A. NOCAC offers a tax deferred pension plan to all eligible employees who have successfully completed their initial introductory period. To be eligible, such employees must work a minimum of 1,000 hours per calendar year.
- B. NOCAC will match the funds contributed by the employee, up to six (6) percent.

ARTICLE 32
INSURANCE

- A. The Employer shall provide the following insurance programs to employees:
1. Hospitalization, Surgical and Major Medical
 2. Vision
 3. Dental
 4. Life Insurance (in the amount of \$25,000 per employee)
 5. Short-Term Disability
- B. Insurance Enrollment - Each eligible employee will be given the opportunity to enroll into the insurance program the first day of the month after completing 30 work days. If desired, employees may elect to carry insurance coverage on members of their family under NOCAC's group plan for A.1., A.2. and A.3. only. Coverage begins for both individual and family plans at the time of enrollment.

- C. Employer Contributions - Employer contributions towards monthly payments for all insurances contained in this Article are based on the following employee eligibility standards:

<u>Work Hours Per Week</u>	<u>Monthly Employer Contribution</u>
More than 30	75% (only during those months when the employee is working on the first day of the Less than month)
Less than 30	no coverage

- D. Employee Contributions - The employee's share of all insurance premiums will be borne by the employee through payroll deductions.
- E. The Employer has the right to choose insurance carrier(s). The Union may provide input to this decision, but the Employer retains the right to make the final decision.
- F. When a covered employee separates from employment with NOCAC for any reason (including lay-off), NOCAC insurance will be terminated effective on the last day of the month of separation. The employee, if eligible, (and dependents, if applicable) will, however, be afforded the opportunity to continue medical, dental and vision coverage at the employee's (or dependent's) cost for a period of eighteen (18) months, provided that the employee has not been terminated for gross misconduct.
- G. The Employer and the Union shall maintain an Insurance Committee consisting of four members, two appointed by the Employer and two appointed by the Union. The committee will meet twice per year if data is available to review and discuss any reports and/or statements from the insurance carrier, and any changes to the insurance program affecting the employees.

ARTICLE 33

WAGES

2022: Members of this bargaining unit will receive a 5.9% wage increase or HHS cost of living adjustment or the same base wage increase afforded non-bargaining unit employees of NOCAC (whichever is greater), with the exception of bargaining unit employees who are in their introductory period who will only receive the HHS cost of living adjustment.

2023 and 2024: Members of this bargaining unit will receive a three percent (3%) increase or HHS cost of living adjustment or the same base wage increase afforded non-bargaining unit employees (whichever is greater), with the exception of bargaining unit employees who are in their introductory period who will only receive the HHS cost of living adjustment.

ARTICLE 34
SUBCONTRACTING

The Employer may not subcontract work currently being performed by bargaining unit members, except under the following circumstances:

- A. The Employer may subcontract work in order to preserve or maintain the level of services provided to its clients if there are no bargaining unit members available to perform the work;
- B. The Employer may subcontract work if it locates or relocates a work site to a school building or other facility where such work is being provided by other persons. If an employee is laid off as a result of such a site location or relocation, he/she will be subject to the layoff and recall provisions of this Agreement.

ARTICLE 35
NO STRIKES

- A. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in or other curtailment or restriction of Child Development services or NOCAC's operations, including the honoring of any picket line while on paid time, or strike activity by other employees or by nonemployees of NOCAC during the term of this Agreement.
- B. NOCAC will not lock out employees during the term of this Agreement.

ARTICLE 36
CONTRACT ADMINISTRATION

- A. Savings Clause

This Agreement supersedes all previous oral and written agreements or practices between the Employer and the Union and between the Employer and any employee that are inconsistent with the terms set forth herein. The parties hereby agree that the relations between them shall be governed by the terms of this Agreement and no such inconsistent prior agreement or practice, or any amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

- B. Amendments to Agreement

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

C. Severability

If any provisions of this Agreement or any agreement reached through this Agreement, or any application shall be found contrary to applicable law, then such provisions or applications shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such case, the parties shall meet no later than twenty (20) working days after any such decision for the purpose of renegotiating the provisions affected.

ARTICLE 37
DISASTER DAYS/WEATHER DAYS

- A. When a County declares a Level 3 emergency all NOCAC sites within that County shall close, and employees working at that site shall suffer no loss of pay. Employees who live in or drive through a County that is under a Level 3 emergency shall not be required to report to work and shall suffer no loss of pay.
- B. Employees shall be paid their regular pay for their normal scheduled hours when a disaster day is declared by the Agency due to calamities such as power outages, water shortages, fire or natural disasters such as tornados or flooding, and the site is closed for at least four (4) hours, and no alternative work is available.
- C. When the site is dismissed early and employees are sent home due to disaster, employees shall be paid at their regular rate of pay for all hours regularly scheduled to work that day.
- D. "Normal scheduled hours" or "regularly scheduled hours," as utilized herein, shall mean regular scheduled work hours per day and per week and shall not be deemed to include scheduled overtime or excess hours.
- E. When class sessions at a site are canceled for all or part of a day due to the fact that class cannot be held because of weather conditions other than a Level 3 emergency, employees are not required to report to work after obtaining approval from their supervisor. The employee may opt to use available vacation, personal time, or no pay and no points with prior permission of supervisor if no alternative work is available.

ARTICLE 37.5
SERVICE AWARDS

NOCAC recognizes that employees are the most important assets of the agency. Length of service awards will be presented to employees at five year intervals beginning at the fifth year.

5 Year	\$ 50.00
10 Year	\$100.00
15 Year	\$150.00
20 Year	\$200.00
25 Year	\$250.00
30 Year	\$300.00
35 Year	\$350.00
40 Year	\$400.00
45 Year	\$450.00
50 Year	\$500.00

ARTICLE 38
DURATION AND SIGNATURES

This Agreement shall be effective from January 1, 2022 through December 31, 2024, inclusive.

FOR OAPSE

Brianne Kussling 1/31/22
Local Union President Date

Jayne Hahn 1/31/22
Vice President Date

Debra 1/31/22
OAPSE Staff Representative Date

FOR NOCAC

[Signature] 1/14/22
Executive Director Date

Robert E. Hostetler 1-25-22
NOCAC Board Representative Date

Amber Smith 1/31/22
Child Development Director Date

NORTHWESTERN OHIO COMMUNITY ACTION COMMISSION/OAPSE LOCAL 169

GRIEVANCE FORMSTEP ONE: INFORMAL - HUMAN RESOURCE DIRECTOR

An informal conference to discuss the problem was held between the Union Grievance Chairperson and the Human Resource Director.

Date

Signature of the Human Resource Director

Date

Signature of the Union Grievance Chairperson

I hereby request an appeal to Step Two.

Date

Signature of the Grievant

THE FOLLOWING INFORMATION MUST BE COMPLETED IN DETAIL BY THE GRIEVANT:

Name of Grievant

Date Filed

A. Date Cause of Grievance occurred: _____

B. Statement of Grievance*: _____

C. Specific Article(s) and Section(s) claimed to be violated*: _____

D. Relief Sought*: _____

Date

Signature of the Grievant

STEP TWO: CHILD DEVELOPMENT DIRECTOR

Date Grievance was Received

Signature of the Child Development Director

DISPOSITION OF CHILD DEVELOPMENT DIRECTOR*: _____

Date Disposition Was Sent to Grievant

I hereby request an appeal to Step Three.

Date

Signature of the Grievant

STEP THREE: EXECUTIVE DIRECTOR or DESIGNEE

Date Grievance was Received

Signature of the Executive Director or Designee

DISPOSITION OF THE EXECUTIVE DIRECTOR OR DESIGNEE*: _____

Date Disposition Was Sent to Grievant

We hereby request an appeal to Step Four.

Date

Signature of the Grievant

Date

Signature on Behalf of the Union

STEP FOUR: MEDIATION

Date Request for Mediation Received

Signature of the Person Receiving Request

MEDIATED RESOLUTION (IF ANY)*: _____

Date

Signature of the Union Representative

Date

Signature of the Executive Director

The Union hereby requests an appeal to Step Five.

Date

Signature of the Union Representative

* Attach additional sheets as necessary

APPENDIX B

**NORTHWESTERN OHIO COMMUNITY ACTION COMMISSION
BARGAINING UNIT NEW HIRE SALARY SCHEDULE - EFFECTIVE 1/1/22
With FY HHS COLA 5.9%**

<u>LEVEL I:</u>	<u>RATES:</u> a) \$ 18.30 — Bachelor's Degree- Full Day/Double Session b) \$ 17.16 — Bachelor's Degree- Part Day c) \$ 16.00 — Associate Degree- Full Day/Double Session d) \$ 14.88 — Associate Degree- Part Day <u>POSITIONS:</u> 1) Teacher
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<u>LEVEL II:</u>	<u>RATES:</u> a) \$15.45- Bachelor's Degree b) \$14.31 — Associate Degree c) \$13.72- CDA <u>POSITIONS:</u> 1) Family Advocate 2) Child Care Eligibility and Licensing Specialist 3) Home Visitor 4)
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<u>LEVEL III:</u>	<u>RATES:</u> a) \$14.58 — Associate Degree w/CDL — Double Session b) \$14.31- Associate Degree w/CDL c) \$14.01 — CDA w/CDL — Double Session d) \$13.73 — CDA w/CDL e) \$13.16 — Associate Degree w/o CDL f) \$13.16 — No Credential w/CDL g) \$12.01 — No Credential w/o CDL <u>POSITIONS:</u> 1) Teacher Assistant/Driver
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<u>LEVEL IV:</u>	<u>RATES:</u> a) \$ 11.73 —No Credential <u>POSITIONS:</u> 1) Classroom Aide 2) Cook/Custodian 3) Nutrition Aide
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Additional pay per hour when performing the following services: Translation \$2.00/hour
Employees are required to submit a copy of the license/credential or CDL (official transcript) to the Payroll/Benefits Specialist in order to qualify for the salary increase. The salary increase will be effective the beginning of the payroll period following receipt of documentation. If a license/credential (including CDA, CDL or ODE license) expires and is not renewed, the employee's wages will be reduced by the amount of the increase that was received for obtaining the license/credential retroactive to the expiration date. Such reduction will continue until the license/credential is reinstated and verification is received by the Payroll/Benefits Specialist.

DRUG AND ALCOHOL POLICY

It is the policy of NOCAC to provide a working environment free of drugs and alcohol that may adversely affect the workplace. This policy applies to all employees, including management.

1. Prohibitions On Drug and Alcohol

As a condition of employment, no employee shall unlawfully manufacture, sell, distribute, dispense, possess or use any controlled substance as defined in federal or state law, or any other drug that might impair performance, while engaged in NOCAC business, regardless of the location. Prescription or over-the-counter drug use must be within the limits of a valid prescription and/or manufacturer's guidelines. Such use must not adversely impair the individual's ability to function safely and effectively or adversely affect judgment or perception.

Employees are also strictly prohibited from possessing or using alcohol in the workplace or while on NOCAC business. In addition, employees are not to be at work while under the influence of alcohol.

Off-the-job possession, sale, use or involvement with drugs or alcohol that leads to adverse publicity or impacts NOCAC's credibility or reputation, or has the potential for that publicity or impact, as determined solely by NOCAC, will be dealt with on an individual case basis.

No employee shall manufacture, sell, distribute, dispense, possess or use any equipment or paraphernalia that is employed to manufacture or use any drug or alcohol prohibited by this policy, while engaged in NOCAC business, regardless of the location.

Employees who violate this policy may be subject to discipline, up to and including termination of employment, in accordance with applicable law, board policy and any applicable collective bargaining agreement. NOCAC may also require an employee who violates this policy to undergo assessment and/or participate satisfactorily, at the employee's expense, in treatment (including a drug and/or alcohol abuse intervention or rehabilitation program) prescribed by a qualified facility under the employee assistance program and approved by NOCAC. If an employee fails to enroll in or satisfactorily complete an assessment and/or treatment (including a drug and/or alcohol abuse intervention or rehabilitation program) as required, s/he will be terminated from employment, unless otherwise required by law. Employees who violate this policy may also be referred to the appropriate authorities for criminal prosecution, as applicable.

Employees must notify the Executive Director immediately in writing of any criminal drug and/or alcohol statute conviction. A conviction means a finding a guilt (including a plea of *nolo contendere* or no contest) or imposition of a sentence or both. If an employee fails to notify the Executive Director of conviction as required by this policy, then he/she will be subject to disciplinary action, up to and including termination, and may also be held civilly liable for any loss of federal funds resulting from the failure to report the conviction.

NOCAC reserves the right to investigate potential violations of this policy in a reasonable manner, including (i) observing behavior and performance, (ii) requiring individual drug and/or alcohol

testing, and (iii) undertaking property searches. Consistent with the foregoing, NOCAC reserves the right to search, at any time and for any reason, any and all lockers, desks, storage drawers and cabinets, office cubicles, and any other work areas provided by NOCAC, all of which shall at all times remain NOCAC property. In addition, NOCAC reserves the right to search vehicles brought onto NOCAC-owned or controlled property (including parking lots), as well as outer garments, purses, handbags, knapsacks and the like, when it has a reasonable basis for doing so and the search is reasonable in its scope. Anything uncovered in a search and suspected of being a drug or alcohol may be confiscated until ownership and/or composition is determined. Where warranted, confiscated items may be turned over to appropriate law enforcement authorities.

2. Drug and Alcohol Testing

NOCAC's drug and alcohol testing program includes pre-employment testing, random testing, reasonable suspicion testing, post-accident testing, return-to-duty testing and follow-up testing after assessment or treatment.

A confirmatory test is performed if the initial test is positive. The tests to be used, the drugs for which NOCAC will test, the cutoff levels for testing and the testing procedures to be followed shall be the same for non-CDL holders as for CDL (Commercial Driver's License) holders and are set forth in the Testing Guidelines distributed to all employees.

As a condition of employment, each employee must sign the applicable consent/release form(s) authorizing the testing required under this policy, authorizing release of any drug and/or alcohol test results to NOCAC, and authorizing the release of any and all other medical information that may be relevant in conducting a complete and thorough investigation of a work-related accident. In addition, if an employee responsible for a work-related accident is injured, it is a condition of employment that the employee authorizes attending medical personnel to obtain appropriate specimens (breath, urine and/or blood) for the purpose of conducting drug and/or alcohol testing.

The cost of any drug and/or alcohol test is paid for by NOCAC, except that the employee must pay for any follow-up testing after return to duty following assessment and/or treatment and must pay for any re-test that he/she requests. If a re-test is negative, NOCAC will reimburse the employee for his/her out-of-pocket expense.

A. New Hire Testing

As a condition of employment, an applicant selected for employment with NOCAC must consent to a new hire drug test, which will be completed randomly within the first 90 days of employment. Failure to pass the test will result in termination.

B. Reasonable Suspicion Testing

Employees shall be required to submit to "reasonable suspicion" drug and/or alcohol testing. "Reasonable suspicion" testing is premised on a reasonable belief that the employee is using or has used drugs or alcohol and/or is under the influence of drugs or alcohol in violation of this policy. Reasonable belief may be based upon, among other things, observable behavior, unusual conduct, appearance or action, or erratic behavior, deterioration in work performance, report of a

potential violation of this policy from a credible source which has been corroborated by supervisor, or injury requiring medical treatment.

An employee sent for reasonable suspicion testing shall not be permitted to drive him/herself to the collection site or home.

C. Random Drug Testing

NOCAC will conduct random drug and/or alcohol tests annually on the minimum percentage of all CDL holders required by federal law. NOCAC will also conduct drug and/or alcohol tests annually on the same percentage of the remainder of the workforce. When an employee is selected for a random drug and/or alcohol test, the employee will be notified by the NOCAC testing administrator and must go immediately to the testing facility accompanied by the NOCAC testing administrator.

D. Post Accident Testing

All employees who may have caused or contributed to an on-the-job accident, as defined by the Ohio BWC, will be required to submit to a "post-accident" drug and/or alcohol test. An on-the-job accident shall include an accident resulting in vehicular damage in apparent excess of \$5,000.00 and/or non-vehicular damage in apparent excess of \$5,000.00. In addition, all employees will be required to submit to post-accident testing as required by DOT/FMCSA for CDL holders.

An employee sent for post-accident testing shall not be permitted to drive him/herself to the collection site or home.

E. Return-To-Duty and Follow-Up Testing

Employees will be required to submit to return-to-duty testing before returning to work after assessment or treatment and to follow-up testing after return to duty from assessment or treatment, as NOCAC deems necessary and in accordance with legal requirements.

F. Confidentiality of Test Results

All test results will be provided to the Executive Director, who will notify only those NOCAC personnel with a need to know about the test results. Test results and other information provided to administrative personnel as to any problem related to alcohol and other drug abuse or chemical dependency shall be considered part of the employee's confidential medical records, except for information and records relating to discipline or termination of an employee for violation of this policy, which may be redacted as necessary to comply with legal requirements for confidentiality. Except as may be required by law, no person may discuss or otherwise divulge any information concerning such matters.

G. Consequences Related To Testing

When an employee is sent for a drug and/or alcohol test, the employee may not return to work until after the results are known and the employee is cleared by his/her immediate supervisor to return to work. If the results are negative, the employee's time off will be considered paid release

time. If the results are positive, the employee must use paid personal leave or vacation leave in order to be paid for the time.

Any employee may be disciplined, up to and including immediate termination, if the employee refuses testing or if the employee complies and the test result is positive. In the case of an employee serving his or her introductory period, the employee will be terminated from employment if s/he refuses or fails any drug and/or alcohol testing.

In addition or in the alternative, NOCAC may require any employee who refuses testing or who fails drug and/or alcohol testing to undergo assessment and participate satisfactorily, at the employee's expense, in any treatment (including a drug and/or alcohol abuse intervention or rehabilitation program) prescribed by a qualified facility under the employee assistance program and approved by NOCAC, with return-to-duty testing, follow-up testing and random testing required upon return to work.

If an employee fails to enroll in or satisfactorily complete an assessment and/or treatment (including a drug and/or alcohol abuse intervention or rehabilitation program) as required, s/he will be terminated from employment, unless otherwise required by law. In addition, any employee failing a second drug and/or alcohol test or failing a return-to-duty or follow-up test upon return to work will be terminated, unless otherwise required by law.

A refusal to submit to testing is defined to include the following:

- a. An attempt to adulterate or substitute a specimen or otherwise interfere with the integrity of the testing process.
- b. A refusal to provide a specimen.
- c. A failure to appear for a test within a reasonable time after being directed to do so.
- d. A failure to cooperate with any part of the testing process.
- e. A refusal to sign the applicable consent and release forms.
- f. A failure to complete a test.

An employee who tests positive on any drug and/or alcohol test will be removed immediately from safety-sensitive duties.

3. Employee Receipt of Policy and Employee Education

Upon hire, new employees will be provided with a copy of this policy and some educational materials regarding substance issues. All employees, either upon hire or upon adoption of this policy, must sign a statement acknowledging that they have received, read and understand this policy and that they agree to abide by its terms.

As part of its ongoing drug-free awareness program, NOCAC will provide information to all employees annually about the dangers of drug abuse in the workplace and about any available drug counseling, rehabilitation, and employee assistance programs.

Supervisors will be provided additional training on drug and alcohol awareness and on testing responsibilities, in accordance with the requirements of the Ohio BWC drug-free workplace program.

Drug and/or alcohol abuse can have devastating effects on employees personally, as well as on their ability to safely and efficiently perform their job duties. NOCAC encourages employees, if they believe they have a problem, to seek professional help before it impacts upon job performance. Employees can obtain information about rehabilitation services, substance assessment and/or counseling, employee assistance programs, and other related community resources available to them or their families, by contacting the Executive Director.

Rehabilitation undertaken voluntarily shall be entirely at the employee's expense, and without pay, except as may be covered by group health plan terms, sick leave policies or other leave of absence policies.

4. CDL Holders

Notwithstanding this policy, employees who are CDL holders shall be subject to any additional and/or conflicting requirements of state or federal law applicable to CDL holders.

MEMORANDUM OF UNDERSTANDING BETWEEN
OAPSE LOCAL NO. 169 AND THE NORTHWESTERN OHIO COMMUNITY
ACTION COMMISSION REGARDING ARTICLE 10

This Memorandum of Understanding is made by and between the parties, Northwestern Ohio Community Action Commission ("NOCAC") and the Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO and its Local 169 ("OAPSE"), to modify and clarify the provisions of Article 10 of the negotiated agreement regarding intent to return to work follow summer layoff.

Effective immediately upon the signing of this document by the representatives of all parties, the parties agree as follows:

1. Article 10, Section H, of the collective bargaining agreement between the parties effective January 1, 2022, through December 31, 2024 ("Contract"), shall be modified to read as follows:

H. Notwithstanding anything in this Article to the contrary, vacancies occurring during the summer break will be filled in the following manner:

1. At the end of the school year, each employee who is subject to summer layoff will be considered as returning to the same position and location for the following year, unless the employee advises the Employer otherwise or fails to complete an intent to return to work form as set forth in paragraph 2 below. If an employee will not be returning the following year, they need to let the Human Resources Director know as soon as possible. The Employer will determine what openings need to be filled, those positions will be posted and the bidding procedure will take place.

2. At least one week prior to the last day of the school year, the Employer will provide an intent to return to work form to each employee who is subject to summer layoff. The Employer will include on the form the estimated return to work date, which is subject to programmatic changes. Each employee must sign and return his/her copy of the intent form to the Human Resource Director before the staff member leaves for summer break. Employees who do not sign and return the form as required will be considered to have resigned from their position. The Employer will determine what openings need to be filled, those positions will be posted and the bidding procedure will take place.

3. No later than the 5th day after classes have ended for the current school year the Human Resource Director shall notify the Union President of those employees who have not returned their assignment forms.

4. By July 1st of each year, the Employer will send written notification to each employee's NOCAC email address of their intended assignment for the following year.

2. This MOU shall not be construed to alter Article 10 or any other provision of the Contract except as set forth herein.

3. The modification described in paragraph 1 above shall become effective immediately upon signing of this MOU by all parties.

4. The above modification shall be incorporated into the parties' successor collective bargaining agreement.

IN WITNESS WHEREOF, the parties have set their hands to duplicate copies of this Agreement on the dates appearing by their respective signature lines.

APPROVED:

FOR OAPSE LOCAL NO. 169

FOR THE NORTHWESTERN OHIO
COMMUNITY ACTION COMMISSION

By: Brianne Kiessling
Date: 1/31/22

By: [Signature]
Date: 1/14/22

Jayne Hahn 1/31/22
Jayme Hahn

David Dukamel - Ficus Rep

[Signature] 1/31/22

Brianne Kiessling
Brianne Kiessling 1/31/22