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# MASTER AGREEMENT

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Between the

**COLUMBIANA COUNTY DEVELOPMENTAL DISABILITIES  
EMPLOYEES ASSOCIATION**

And the

**COLUMBIANA COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**January 1, 2017 – December 31, 2019**

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## **ARTICLE 1. PREAMBLE**

This collective bargaining agreement (“Agreement”) entered into by the Columbiana County Board of Developmental Disabilities (the “Board” or the “Employer”), and the Columbiana County Developmental Disabilities Employees’ Association, an affiliate of the Ohio Education Association/National Education Association, (the “Association”)(collectively the “Parties”), has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code (“O.R.C.”) to set forth the full and complete understandings and agreements between the Parties governing wages, hours and terms and conditions of employment for those employees included in the bargaining unit as defined herein.

## **ARTICLE 2. RECOGNITION**

### **2.1 Statement of Recognition**

The Employer recognizes the Association as the sole and exclusive representative for the purpose of negotiating rates of pay, fringe benefits, and other terms and conditions of employment for those employees of the Employer in the bargaining unit. Whenever used in this Agreement, the term bargaining unit shall be deemed to include those individuals employed by the Board as set forth in Article 2.2(A).

Throughout this Agreement, reference to the Board, Employer, and/or Superintendent shall include the designee of each.

### **2.2 Bargaining Unit Defined<sup>1</sup>**

The bargaining unit of employees represented by the Association shall be defined as follows:

#### **A. Inclusions**

All full-time, part-time and intermittent employees in the classifications of Custodian, Habilitation Specialist II, Workshop Specialist II, Food Service Worker, Sheltered Workshop Nurse (LPN), Workshop Specialist II/Nurse Sub., Custodian/Vehicle Operator, Vehicle Operator II, Vehicle Operator II/Vehicle Operator Aide, Vehicle Operator Aide, Personal Service Assistant and Maintenance Repair Worker.

#### **B. Exclusions**

Management level supervisors, all employees in the Robert Bycroft Teachers Association, all employees in the Service and Support Administrators’

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<sup>1</sup> A joint petition shall be filed with SERB to remove the positions of Secretary I and Clerical Specialist from the bargaining unit. In the event that SERB does not approve the petition, the parties agree to meet within five (5) working days of the SERB decision to bargain this issue.

Association, two (2) confidential employees and Non-profit Board employees are not subject to this Agreement.

C. New Inclusions

When new job classifications or positions are created and determined by the Employer to be a part of the Association, or a change occurs in the title of a position or description of duties performed currently in the bargaining unit, the recognition status of such classification shall be discussed with the Association within thirty (30) days of the establishment of the new job classification or title position change. Should the Employer and the Association fail to agree on the inclusion or exclusion of the new classification of the bargaining unit within sixty (60) days of the establishment of the position, the Association may petition the State Employment Relations Board ("SERB") for a determination.

2.3 Definitions

The terms listed below when used in this Agreement shall be defined as follows:

A. Employee

A bargaining unit member.

B. Full-Time Employee

An employee whose scheduled workweek is thirty (30) hours a week or more, except that a transportation employee (i.e., Vehicle Operator II, Vehicle Operator II/Vehicle Operator Aide, and Vehicle Operator Aide) is considered a full-time employee if he works twenty-five (25) hours per week.

C. Part-Time Employee

An employee whose scheduled work period is less than thirty (30) hours a week, except that a transportation employee (i.e., Vehicle Operator II, Vehicle Operator II/Vehicle Operator Aide, and Vehicle Operator Aide) is considered a part-time employee when he works less than twenty-five (25) hours per week.

D. Temporary Employee

An employee employed for an indefinite period of time, fixed by the length of the absence of an employee due to sickness, disability, approved leave, or lack of volunteer seasonal employees.

E. Intermittent Employee

An employee who works in a classification whose hours of work are determined by staffing and workload requirements.

- F. Day  
A calendar day.
- G. Work Day  
A day on which any employee is scheduled to report for work.
- H. Immediate Supervisor  
The person in an administrative or supervisory position who is directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible.
- I. Superintendent  
The Superintendent of the Columbiana County Board of Developmental Disabilities.
- J. CCDDEA  
Columbiana County Developmental Disabilities Employees' Association.
- K. Board  
The Columbiana County Board of Developmental Disabilities.
- L. Board Policies  
Board policies are written statements which set forth the purposes and prescribe in general terms the programs of the Board. They create a framework within which the Superintendent and his staff can discharge their assigned duties with positive direction. The provisions of this Agreement entered into pursuant to O.R.C. Chapter 4117 prevail over any conflicting Board policies.
- M. Bargaining Unit Work  
Any work performed by a bargaining unit member per his job description. The Board and the Association agree to abide by the provisions set forth in O.R.C. Chapter 4117 regarding bargaining unit work.
- N. Classification  
Those as set forth in Inclusions – Article 2.2(A).
- O. Full-Time Seasonal Employees  
Those employees hired to work during the Bycroft school year as set forth in the school calendar as adopted by the Board.

P. Positions

Those individual jobs within specific classifications as set forth in Article 2.2(A).

Q. Enrollee

Student, client or consumer receiving services from the Board.

R. Active Pay Status

Conditions under which an employee is eligible to receive pay. This shall include, but not be limited to active work status, vacation leave, sick leave, bereavement leave, Board-paid assault leave, paid administrative leave, Christmas recess, compensatory time, holidays, longevity leave and personal leave. (*This definition does not pertain to Intermittent Employees.*)

S. Active Work Status

Conditions under which an employee is actually on the job and is eligible to receive pay and does not include time in which an employee is on any kind of leave including, compensatory time, holidays or Worker's Compensation.

T. Unpaid Leave

Conditions under which an employee is not on active pay status or active work status. However, an employee being on unpaid leave does not change the employee's right to receive insurance benefits where such benefits are required under specific provisions of this Agreement.

U. Gender and Plural

The masculine, feminine and neuter gender as used in this Agreement shall include one another. The singular in this Agreement shall include the plural and the plural in this Agreement shall include the singular, whenever applicable.

### **ARTICLE 3. NEGOTIATIONS PROCEDURE**

#### 3.1 Bargaining Team

Each team will consist of no more than five (5) participants and one (1) consultant. However, when negotiations are held after hours, each team may have up to six (6) participants and one (1) consultant. The Association shall select its members and the Board shall select its members and neither Party shall select a member of the other Party as a member of its team. Bargaining team members shall be authorized to bargain in good faith.



## 3.2 Sessions

### A. Notice to Negotiate

If either Party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The Parties shall commence negotiations at a mutually convenient time within thirty (30) calendar days upon receiving notice of intent.

### B. Negotiations Agenda

At the first session, the Parties will attempt to establish dates and times for negotiations sessions for the duration of the negotiation period. Also at the first session, an agenda of the items to be discussed, along with proposals, shall be established. Thereafter, neither Party shall submit additional items for negotiations except with the consent of the other Party.

C. Negotiations sessions shall be scheduled by mutual agreement of the Parties. Prior to the conclusion of each negotiations session, the Parties shall agree to the agenda and items to be discussed at the next session.

## 3.3 Relevant Data

The Board and the Association agree to provide the other, upon written request, pertinent information regarding subjects that may be discussed during the bargaining period.

## 3.4 Caucus

Either bargaining team may call a caucus during a bargaining session. For caucusing, a separate private room will be provided.

## 3.5 News Media

Both Parties agree that all news releases made during the bargaining process, until impasse is reached, shall be a joint release.

## 3.6 Agreements

Articles tentatively agreed to by the Parties will be reduced to writing, duplicated, dated and initialed by the spokesperson of each Party. It is understood that such tentative agreements are not finally resolved, nor shall they be binding on either Party until such time as total agreement is reached on the entire Agreement. After final tentative agreement is reached on all articles, the Association's bargaining committee will present such tentative agreements to the membership of the Association for ratification and all of the Association's designated representatives, unless it is expressly indicated

otherwise, shall recommend and urge approval. The Association shall notify the Employer of the outcome of the ratification meeting.

Upon notification of ratification by the Association, the Agreement shall be submitted for approval as per O.R.C. Chapter 4117.10(B), and shall be acted upon within fifteen (15) days. The Board's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval.

### 3.7 Procedures Under O.R.C. Chapter 4117

Unless modified by the terms of this Agreement, upon the filing of a Notice to Negotiate, the Parties agree to conduct all negotiations in accordance with all the appropriate sections of O.R.C. Chapter 4117.

### 3.8 Impasse

If an impasse develops between the negotiating teams after full consideration of the issues or forty-five (45) days prior to the expiration of the Collective Bargaining Agreement, either Party may declare impasse and ask for the assistance of the Federal Mediation and Conciliation Service ("FMCS"). The Parties agree that this alternative dispute resolution procedure shall supersede and replace O.R.C. Chapter 4117.14(C).

## **ARTICLE 4. LABOR/MANAGEMENT MEETINGS**

### 4.1 Scheduling of Labor/Management Meetings

In the interest of sound labor/management relations, unless mutually agreed otherwise, the Employer shall meet on the third (3<sup>rd</sup>) Thursday of every other month with not more than five (5) representatives of the Association to discuss pending problems and to promote a more harmonious labor/management relationship. If a meeting is cancelled or delayed by the Employer or the Agency is closed, the meeting shall occur on the Monday immediately following the third (3<sup>rd</sup>) Thursday of the month. The Superintendent need only attend every other meeting and at meetings where he is not present, he shall send a designee that has the authority to resolve the issues on the agenda. If the Employer determines it necessary to cancel a meeting, each building will be notified in advance of the meeting.

There shall be a maximum of four (4) Association representatives in attendance at Labor/Management meetings. Three (3) Association Representatives shall be appointed for one (1) year terms, running March 1 through February 28 and one (1) alternate shall be permitted to attend each meeting as needed. Labor/Management meetings shall commence at 2:30 p.m. and continue for a maximum period of one (1) hour. The meetings shall not be hurried, and may only be shortened by mutual agreement of the Parties. A transportation employee will be released from his assigned duties in order to attend scheduled Labor/Management meetings. Members of the Labor/Management committee shall receive training from FMCS every other year. Such training shall be scheduled on a date and for a length of time mutually agreed to between the representatives of the administration and the Association.

#### 4.2 Agenda of Labor/Management Meetings

A detailed agenda shall be submitted by each party at least five (5) days prior to the meeting. The agenda shall include the names of the Association's alternate representative if he will be attending the meeting. The Agenda shall be limited to five (5) specific issues with no sub (or lesser included) issues. Nothing beyond the five (5) specific issues on the agenda shall be discussed at the meeting. The Employer may seek clarification on the agenda prior to the meeting. If necessary, a pre-meeting between the parties may occur if the Employer or his designee determines a need for one in order to clarify the issues on the Associations agenda.

Labor/Management meetings are not intended for the purpose of negotiations, to bypass the grievance procedure, and employees shall first attempt to resolve issues at the lowest possible administrative level prior to bringing them to the Labor/Management meeting. When an issue is presented at a Labor/Management meeting, the Association must be able to give a detailed account of its efforts to resolve the matter prior to bringing it to the meeting. To that end, the Association shall maintain a detailed log to document its previous efforts to resolve issues prior to bringing them to a Labor/Management meeting. The Association agrees to share the contents of this log with the Employer.

The purpose of Labor/Management meetings may include, but not be limited to, the following:

- A. To discuss the administration of this Agreement;
- B. Notify the Association of changes made by the Employer, which affect bargaining unit members;
- C. Discuss ways to increase productivity and improve efficiency;
- D. To consider and discuss health and safety matters relating to employees; and
- E. To receive input from the Association on present and proposed work rules, policies and procedures.

Minutes of each meeting shall be taken on an alternate basis by an appointed representative. Drafts of the minutes shall be distributed within seven (7) days of the meeting. Any member of the meeting shall have the opportunity to challenge any part of the minutes within seven (7) days of distribution of the minutes. If the minutes are not challenged within seven (7) days after distribution, they become the official record of the meeting. Once the minutes are official, the Association may post the minutes on its bulletin boards and/or distribute the minutes to its membership.

#### 4.3 Special Labor/Management Meetings

It is further understood that if special Labor/Management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

## **ARTICLE 5. RIGHTS OF THE PARTIES**

### **5.1 Management Rights**

It is agreed that the Employer reserves the customary rights, privileges and authority of management, including but not limited to the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees;
- B. to manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- C. to determine the Employer's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;
- D. to determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work, lack of funds, and/or reorganization for efficiency and program purposes;
- E. to determine the hours of work, work schedules, and to establish the necessary work rules for all employees;
- F. to determine when a job vacancy exists, and the standards of quality and performance to be maintained;
- G. to maintain the security of records and other pertinent information;
- H. to determine and implement necessary actions in emergency situations; and
- I. to exercise such rights and responsibilities in a fair and equitable manner.

The Association recognizes and accepts that all responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer. The Association may challenge the reasonableness of the exercise of any of the specified rights by means of the grievance procedure.

### **5.2 Association Rights**

#### **A. Payroll Deductions**

- 1. Association members shall be permitted to authorize payroll deductions of Association dues. The member must submit a written authorization or revocation by the first of the month in which he wants the deductions to begin or terminate. Dues shall be deducted in equal amounts. Said payroll deducted dues shall be submitted to the Treasurer of the Association.

2. The Board agrees to deduct regular Association membership dues from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form shall be presented to the Employer by the Association Treasurer. Upon receipt of the proper authorization as contained herein, the Board will deduct Association dues in equal amounts from each pay. Deductions begin in the pay period following the pay period in which the authorization was received by the Board. Pursuant to authorization by the employee, the Board shall deduct Association dues.
3. The Board shall be relieved from making such individual check-off deductions upon (a) termination of employment; (b) transfer to a job other than the one covered by the bargaining unit; (c) layoff from work; or (d) an agreed unpaid leave of absence.
4. The Board shall not be obligated to make dues and fees deductions from any employee who, during any pay period involved, shall have failed to receive sufficient non-encumbered wages equal to the dues deduction.
5. It is agreed that neither the employees nor the Association shall have a claim against the Board for errors in the processing of deductions unless a claim of error is made to the Board in writing within ninety (90) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that dues deductions would normally be made. Payroll collection of dues shall be authorized for the exclusive bargaining agent only and for no other organization attempting to represent the employees within the bargaining unit as herein determined.
6. The rate at which dues and fees are to be deducted shall be certified to the bookkeeping department of the County Auditor's office in writing by the Treasurer of the Association. One (1) month advance notice must be given to the bookkeeping department of the County Auditor's office prior to making any changes in the rate of dues deduction.

B. Fair Share Fee

The Association has the right to have deducted from the pay of the members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan, political or ideological causes not germane to the Association's work in the realm of collective bargaining.

1. Notice of the amount of the annual fair share fee which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association Treasurer to the County Auditor on or about September 15th of each year during the term of this contract for

the purpose of determining amounts to be payroll deducted and the Board agrees to promptly transmit all amounts deducted to the Association Treasurer.

2. Payroll deduction of such fair share fees shall commence on the first pay day which occurs on or after January 15th annually. In the case of unit employees newly hired up to the beginning of the membership year, the payroll deduction shall commence on the first pay day on or after, the later of sixty (60) days' employment in a bargaining unit position or January 15.
3. The Board shall request that the County Auditor shall, upon notification from the Association Treasurer that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall be on the first pay day occurring on or after forty-five (45) days from the termination of membership.
4. The Board further agrees to request that the County Auditor accompany each such transmittal with the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
5. The Association represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws, rulings from courts of competent jurisdiction, SERB, and the constitutions of the United States and the State of Ohio.
6. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the Association.
7. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed.
  - b. The Association shall reserve the right to designate counsel to represent and defend the Employer. The Board may retain its counsel at its sole expense. No settlement will be made without the consent of its counsel.

- c. The Board agrees to:
  - i. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
  - ii. permit the Association or its affiliates to intervene as a Party if it so desires; and/or
  - iii. not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

C. Bulletin Boards

The Board agrees to provide space for bulletin boards in each work site in agreed upon areas for use by the Association. The space allocated shall be approximately 36 inches by 48 inches (36 x 48). The cost of supplying said bulletin board shall be borne by the Association. Bulletin boards shall be for the posting of notices.

D. Internal Mail

The Association shall have the right to use the internal mail system of the Board in order to convey information to bargaining unit members.

E. Copy of the Board's Minutes and Agendas

The Association President will be provided a complete electronic copy of the agenda, including attachments, and official minutes of each Board meeting. If available, the Association President will provide a current working email address to the Superintendent and immediately notify the same whenever such email address is changed. Copies of Board agendas may be printed on Board printers during non-work hours for a charge of five cents (\$.05) per side. A corrected, complete and up-to-date agenda shall be available to the Association representative attending the Board meeting the night of the meeting. The Superintendent will email any addendums to the Board agenda to the Association President after the Board meeting. With three (3) days advance notice, the Association is to be a regular part of the Board meeting agenda for rights to speak at such meeting in accordance with Board Policy 121. If a meeting is cancelled or rescheduled and the Association has timely indicated its right to participate, a new notice is not required for the rescheduled meeting and the Association will be afforded the right to participate at the rescheduled meeting.

F. Board Policy Manual

A complete up-to-date copy of the Board Policy Manual shall be made available to Association members at each worksite. A copy of the same shall also be issued to the Association President. Such copies shall be updated whenever the Board changes/amends its policies. If the Association requests additional

copies, the Association shall bear the cost of said copies at five cents (\$.05) per side.

G. Use of Facilities

The Association shall have the right to use Board facilities for its meetings in accordance with Board policy dealing with the use of its facilities by groups and organizations. Such requests must be made in writing to the supervisor in charge of the facility.

H. Release Time

The investigation and writing of grievances shall be during the employees' break time. The aggrieved employee and the Association representative will not suffer any loss of pay while attending grievance hearings scheduled during their regular work time. One (1) member of the Association's choosing will be released from duties without loss of pay to attend any Board meetings scheduled during regular working hours.

I. New Postings

The Association shall be provided with a copy of all postings, whether in the bargaining unit or not.

J. Ohio Department of Developmental Disabilities ("DODD") Rules

The Association or each employee, upon request to their immediate supervisor, shall be provided with a copy of the DODD rules for review. The employee may copy such rules at a cost of five cents (\$.05) per side.

K. Association Leave

The Association shall have the right to use eight (8) days of Association Leave annually, consisting of four (4) paid days and four (4) unpaid days, non-cumulative to attend to Association business (excluding grievance hearings). Such days must be taken in minimum one-half ( $\frac{1}{2}$ ) day increments and the Association President must give the Superintendent at least three (3) work days advance notice of the intended leave. The Superintendent shall have the right to deny such leave requests on days when there is a shortage of employees which could cause program operational problems. Participation in Association business is voluntary and shall not be construed as part of the course and scope of an employee's employment with the Board.

L. Conducting Association Activities

The Association representatives shall be permitted to conduct Association activities as stated in this Agreement on Board-owned or controlled premises during the representative's break time. No activities shall disrupt any employee's work schedule.



M. Association Representative at Discipline Meeting

An employee, at his option, may request that an Association Representative be present at any disciplinary meeting between the Employer and/or his designee, and the employee.

N. Conference Time for Association Representatives

Any Association representative who attends a grievance hearing as the Association representative or a disciplinary meeting at the request of the affected employee and which is scheduled by the Employer on the employee's time, shall not suffer the loss of pay for the time in attendance or travel to or from said hearing or meeting.

O. Officer Roster

The Association shall submit to the Board a list of officers and Area Representatives within thirty (30) days of election. Any changes shall be submitted in writing within thirty (30) days.

P. Equipment Usage

The Association shall have the right to use the public address ("PA") system when school or workshops are not in session and copy machines, at five cents (\$.05) per side and typewriters and fax machines at actual charges as submitted by the telephone company, where necessary to carry out official Association responsibilities, subject to prior approval of the Superintendent or his designee.

Q. Association Announcements

The Association shall have the right to make announcements at the end of any staff meeting.

R. Change of Address/New Hires

The Employer shall provide to the Association the names and classifications of all new bargaining unit employees hired by the Board.

**ARTICLE 6. GRIEVANCES**

6.1 Grievance Adjustments

It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the Board and the Association.

## 6.2 Definitions

### A. Grievance

A claim by the Association or an employee of a misinterpretation, misapplication or violation of this Agreement, including article and section.

### B. Grievant

A grievant is the person(s) or Association making the claim.

### C. Days

The term days when used in this procedure shall mean working days. Thus, weekend days, holidays, and/or Christmas leave days are excluded.

### D. Immediate Supervisor

The immediate supervisor shall be defined as the lowest level proper administrative authority who has the authority to make a decision resolving the grievance. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. The proceeding shall be kept as informal and confidential as may be appropriate at all levels of the procedure.

### E. Verification of Receipt of the Grievance

At any step of the grievance procedure, if there is a need to give a written grievance to the Superintendent or immediate supervisor, or his designee, said designee shall initial and date the copy of the grievance verifying the date and receipt of the grievance.

## 6.3 Procedure

### A. Informal Step – Immediate Supervisor

Within fifteen (15) working days of when the grievant/Association became aware of or should have been aware of an event giving rise to a grievance, the grievant/Association shall inform his immediate supervisor that he is instituting the informal step of the grievance procedure. In the case of a class action grievance, the employee pursuing the grievance on behalf of the Association shall institute the informal step of the grievance procedure with his immediate supervisor. Within five (5) working days after the grievant/Association has informed his immediate supervisor that he is instituting a grievance, a meeting shall be scheduled by his immediate supervisor to meet with the grievant and the Association representative in order to discuss the event in an attempt to settle the issue prior to a formal grievance being filed. If the Parties are unable to resolve the issue at the informal step, a written grievance shall be filed by the grievant/Association with his Facility Manager within five (5) working days of the

conclusion of the meeting. The grievant/Association must cite the specific section(s) of the Agreement that has allegedly been violated and clearly identify the facts upon which the grievance is based, as well as the precise remedy requested. (See Appendix A)

B. Step 1 – Facility Manager

1. The Facility Manager, within five (5) working days of the receipt of the written grievance, shall conduct a formal meeting between himself, the grievant and/or the Association representative. Prior to this meeting taking place, the Facility Manager shall make a complete and thorough investigation of the allegations contained in the grievance. The Facility Manager shall provide in writing to the Association his disposition within five (5) working days of the conclusion of the meeting.
2. If the Association is not satisfied with the written disposition received from the Facility Manager, the Association may, within five (5) working days of receipt of the Facility Managers decision, submit the grievance to Step 2 of the procedure by filing the grievance with the Superintendent.

C. Step 2 - Superintendent

The Superintendent, upon receipt of a written grievance, shall conduct a formal meeting between himself and the grievant/Association. This meeting shall be conducted within five (5) working days of the receipt of the written grievance. Prior to this meeting taking place, the Superintendent shall make a thorough and complete investigation of all allegations contained in the grievance. Within five (5) working days of this meeting, the Superintendent shall provide the grievant/Association with his written disposition.

D. Step 3 – Mediation

If the Association is not satisfied with the written disposition received from the Superintendent, it may request, in writing, that the matter be submitted to mediation with FMCS. This request shall be made to FMCS with a copy to the Superintendent within five (5) days of receipt of the Superintendent's Step 2 decision. In the event the grievance is not submitted to mediation within the prescribed time limits, the grievance shall be considered resolved based upon the Step 2 decision.

E. Step 4 – Arbitration

1. If the Association is not satisfied with the outcome of mediation, the Association may submit the grievance to arbitration. Within twenty (20) days following mediation, the Association shall notify the Superintendent of the Association's decision to proceed to arbitration and shall file the grievance with the American Arbitration Association ("AAA"). In the event the grievance is not submitted to arbitration within the time limits

prescribed, the grievance shall be considered resolved based upon the results of the Step 3 mediation.

2. Included with its demand for arbitration, the Association shall request a list of seven (7) impartial arbitrators from AAA. Upon receipt of the list of seven (7) arbitrators, the Parties shall select an arbitrator within ten (10) days from the date of the AAA letter listing the arbitrators. The Parties shall use the alternate strike method for selection, alternating which Party strikes first. The remaining name shall be designated as the arbitrator to hear the dispute in question. Prior to striking, either Party shall have the right to reject the list of arbitrators and request one additional list from AAA. If the selection of the arbitrator is not made within the ten (10) day period set forth above, the Parties shall be under the voluntary rules of AAA for the selection of an arbitrator. All procedures related to the hearing shall be held in accordance with the Voluntary Labor Arbitration Rules of AAA.
3. The arbitrator shall hold the arbitration hearing promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. In cases of discharge, or of suspensions of five (5) days or more, the arbitrator shall have the authority to recommend modification of said discipline. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.
4. The question of arbitrability of a grievance may be raised by either Party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable, or beyond the arbitrator's jurisdiction. If the issue of arbitrability is raised by either Party, the arbitrator shall hear all evidence to support the question of arbitrability, and the arbitrator shall determine if the grievance is arbitrable before hearing the alleged grievance on its merits. If the arbitrator rules that the issue is arbitrable, the grievance will be heard on its merits by the same arbitrator.
5. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the grievant(s). All costs directly related to the services of the arbitrator shall be borne by both Parties. Expenses of the witnesses, if any, shall be paid by the Party calling the witness. The fees of the court reporter shall be paid by the Party asking for one, with such

fees being split equally if both Parties desire a court reporter's recording, or request a copy of the transcript.

6. If grievance meetings and hearings are to be held during regularly scheduled work hours, no employee required to participate shall suffer any loss of pay or benefits as a result of such required participation. Grievance hearings shall normally be held on work days between 3:00 and 3:30 p.m. except for those grievance hearings related solely to transportation issues. Grievance hearings regarding transportation issues will be held immediately following the a.m. run or at another time as mutually agreed to between the Parties.

#### 6.4 Miscellaneous

##### A. Grievance Forms

The forms for processing grievances (Appendix A) shall be available from the Association. If retained, they shall be filed separately from the personnel file.

##### B. No Reprisals

No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

##### C. Withdrawing Grievance

The grievance may be withdrawn by the grievant/Association at any time with or without prejudice.

##### D. Presence of Association

The Association shall be present for the adjustment of any and all grievances. The grievant has the right to Association representation at each step of the grievance process.

##### E. Failure to Meet Time Lines

Should the Board fail to meet any designated time lines, the Association has the right to proceed to the next step in the grievance process. If a grievance decision is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition of that step and further appeal shall be barred.

##### F. Receipt of Grievance Forms and Decisions

All grievances forms shall be signed by the supervisor or their designee acknowledging receipt. All written dispositions to grievances shall be given to the grievance chairperson. The written dispositions shall be signed by the Association grievance chairperson acknowledging receipt.

## ARTICLE 7. SENIORITY

### 7.1 Seniority Defined

For all purposes, seniority for employees covered by this Agreement shall be defined as total continuous service as a member of the Association. Bargaining unit seniority shall begin to accrue from the first day worked in a bargaining unit position.

Seniority shall continue to accrue and not be interrupted if the employee is:

- A. on military leave as provided in Section 8.7 of this Agreement;
- B. reinstated or reemployed from layoff within eighteen (18) months of the layoff date;
- C. on parental leave as provided for in Section 8.4;
- D. on disability leave as provided for in Section 8.9;
- E. on worker's compensation;
- F. on maternity leave up to ninety (90) days; or
- G. on an unpaid leave of no more than ten (10) days per calendar year.

### 7.2 Seniority Adjustments

An employee on an unpaid leave of absence as defined within this Agreement in Article 8.3 will have seniority adjusted as may be required under the terms of the aforementioned article.

### 7.3 Seniority on Separation

- A. If an employee is separated from the employment of the Board for a period of time less than two (2) years and such employee is rehired and he completes one (1) year of continuous service with the Board then he will be given credit for all previous service with the Board.
- B. If an employee is separated from the employment of the Employer for a period of time greater than two (2) years, the seniority of said employee shall be forfeited.
- C. If an employee retires from service with the Board and then is rehired by the Board, the pre-retirement seniority of said employee shall be forfeited.

### 7.4 Seniority List

The Board shall maintain a seniority list of all bargaining unit employees, which lists each employee's seniority date. This list shall be posted and provided to the Association on an annual basis, on or before September 1. An employee shall have the right to review the seniority list and shall have the right to submit any corrections within

thirty (30) days of the posting. An employee shall waive his right to dispute all aspects of the seniority list (including an employee's placement on it) if he does not raise such dispute within thirty (30) days of the posting of the list. The seniority list shall be sent to all members that are on layoff.

#### 7.5 Seniority for Vacation, Promotions and Transfers

Seniority shall be used for scheduling vacation leaves of employees and shall be considered in promotions and transfers. Employees covered under Article 7.3(A) shall not have their seniority used or considered for vacations, promotions or transfers until they have completed their continuous service requirement.

#### 7.6 Tie Breaker

If two or more employees have the same length of continuous service, then seniority shall be determined by using the criteria below in the order listed.

- A. The employee's first day of reporting to work, being on the job and being paid by the Employer.
- B. A flip of a coin conducted by the Superintendent in the presence of the Association President and the employees whose seniority is being determined. As of the completion of this Agreement, all tie-breaks necessary for current employees on the seniority list will be completed and made permanent on the list.

### **ARTICLE 8. LEAVES OF ABSENCE**

#### 8.1 Sick Leave

##### A. Crediting of Sick Leave

Sick leave credit shall be earned by full-time, part-time and seasonal employees at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. Employees (full-time, part-time and seasonal) shall accumulate unused sick leave without limit.

##### B. Retention of Sick Leave

- 1. An employee that transfers from another public agency to the Board shall retain credit for any sick leave earned from the previous agency. However, if the employee received payment for his accumulated sick leave upon severing employment from the previous agency, his sick leave accumulation will be deemed to have been eliminated and the Board shall not grant any credit for such sick leave.
- 2. An employee who has been separated from public service shall have previously accumulated sick leave placed to his credit upon his reemployment with the Board, provided such reemployment takes place

within ten (10) years of the date of termination from previous public service and the employee did not receive payment for such sick leave upon severing employment.

C. Charging of Sick Leaves

Sick leaves shall be charged in minimum units of one-half ( $\frac{1}{2}$ ) hour. An employee shall be charged sick leave only on program operational days. Payment for sick leave shall not exceed the normal work day or work week earnings.

D Uses of Sick Leave

Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury of the employee or a member of his immediate family.
2. Medical, dental or optical examination or treatment of the employee, minor child, or a dependent member of the employee's immediate family, which requires the presence of the employee and cannot be scheduled during non-working hours. Every effort will be made to schedule medical, dental and optical routine examinations after acuity has been met in a given day.
3. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees, as documented in writing by the attending physician and provided to the Board.
4. If a member of the immediate family is afflicted with a contagious disease that requires the care and attention of the employee, as documented in writing by the attending physician and provided to the Board.
5. The employee's pregnancy and/or childbirth and other conditions related thereto.
6. The death of a grandparent-in-law, niece, nephew, aunt or uncle of the employee or his spouse. The employee may use a maximum of one (1) sick leave day to attend the funeral of the above-stipulated relatives. If the funeral is more than one hundred (100) miles away, an employee may use one (1) additional sick day.
7. Sick leave may not immediately follow any unpaid leave of absence.

E. Evidence Required for Sick Leave Usage

1. The Employer shall require an employee to furnish a standard written signed statement explaining that the employee wishes to use sick leave for the time off (Appendix B). Such a signed written statement must be



submitted to the employee's supervisor within three (3) working days of the return from such absence.

2. The Board may require a written and signed statement from the employee's licensed physician if the sick leave is for more than three (3) consecutive days.
3. Falsification of either the employee's signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

F. Notification by Employee

When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person at least one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor. If emergency conditions make it impossible to report, an absence no later than one (1) hour before the employee's report time to work, the employee shall report off as far in advance of his start time as possible. An emergency condition shall be defined as an unforeseen combination of circumstances that calls for immediate action.

G. Physician Examination

The Employer may require the employee to take an examination conducted by a licensed physician to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

H. Reporting of Sick Leave

The sick leave usage and accrual shall be provided in writing, monthly, and distributed with the employee pay check in a pay envelope.

I. Sick Leave on Calamity Days

Employees who have requested sick leave on a calamity day shall not be charged sick leave for those hours that the program is closed.

J. Definition of Immediate Family

Spouse, child, parents, loco-parentis, stepparents, custodial stepchild, brother, sister, grandparents, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, or any person living in the employee's household.

K. Expiration of Sick Leave

When an employee has used all accumulated sick leave, and is still in need of sick leave, he shall be granted unpaid sick leave in one-half (½) day increments

up to a maximum of five (5) work days in a calendar year. After the employee has used five (5) work days of unpaid sick leave in a calendar year he shall be granted disability leave if he meets the requirements pertaining to a serious illness as outlined under Article 8.9.

1. The following conditions apply to unpaid sick leave:
  - a. The Employer shall require an employee to furnish a standard written statement explaining that the employee wishes to use leave for the time off. Such a signed written statement must be submitted to the employee's supervisor the day the employee returns from such an absence.
  - b. The Board may require written and signed statement from the employee's physician if the sick leave is more than three (3) consecutive days.
  - c. Falsification of either the employee's signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

## 8.2 Personal Leave

### A. Amount of Personal Leave

Full-time employees and full-time seasonal employees shall be granted three (3) personal days of paid leave, to conduct personal business.

### B. Personal Leave Request

Requests for personal leave must be made as soon as possible, but no later than three (3) days in advance of the day requested, on the appropriate form; Appendix B. Requests for personal leave shall not be unreasonably denied. However, the Superintendent has the express right to deny personal leave due to program operational problems.

### C. Restrictions

1. Personal leave shall not be used to extend any holiday time off.
2. Personal leave shall not immediately precede or follow an unpaid leave of absence. However, employees may use a personal leave day on the Monday after Easter if it is not a scheduled client day or any other unscheduled client day.
3. Personal leave shall not be granted to work for another employer, to engage in union activities (not including union conferences attended for professional development), or to engage in any other activity in opposition to the Board or its actions.

D. Special Circumstances

When situations occur that may make it impossible to comply with the requirements of this Article for use of personal leave, each situation will be evaluated on a case-by-case basis by the Employer.

E. Increment Usage

Personal leave may be used in one half ( $\frac{1}{2}$ ) and (1) day increments.

F. Personal Leave to Sick Leave

Any personal leave not used by the employee as of December 31 of any calendar year shall be converted to that employee's sick leave accumulation. Such accumulation, if any, shall be transferred to the employee's sick leave within thirty (30) days after December 31.

G. Longevity Bonus Leave Day

Any full-time, part-time or seasonal employee who has completed fifteen (15) years of service with the Board will be entitled to request and receive one (1) paid leave day per year to be taken on a day when Enrollees are not scheduled for attendance nor when the Board has scheduled an in-service day. An employee must provide the Employer with at least twenty-four (24) hours advance notice on the appropriate leave form, in advance of the day requested (Appendix B).

8.3 Unpaid Leave Of Absence

A. Entitlement to Unpaid Leave

1. All full-time, part-time and seasonal employees, who have completed their probationary period, shall be granted no more than two (2) unpaid leaves of absence during any one calendar year. The sum of the leave(s) shall not exceed a total of twelve (12) months in any three (3) calendar year period. The unpaid leave of absence shall be requested through the employee's immediate supervisor. The leave may be requested for any personal reason of the employee.

The Board may grant an additional year for purposes of education, training or specialized experiences related to the employee's employment.

2. Employees on an unpaid leave shall not be employed elsewhere during any hours that would fall in their normal work hours.
3. No more than three (3) times per calendar year, if an emergency occurs causing an employee to use up to three (3) hours of unpaid time on any given day, such time will not be counted as one of the two (2) leaves or toward the twelve (12) month maximum allowed under Paragraph A of this

section. The employee must state the emergency in writing to the Employer on the proper form. An emergency shall be defined as a sudden unexpected occurrence requiring the immediate attention of the employee.

4. The Board may require the Employee to take all paid leave available to him prior to being granted an unpaid leave of absence.

B. Insurance on Leave of Absence

Any employee who is on an unpaid leave of absence is entitled to coverage or continuation of coverage in accordance with applicable premiums as provided for by law (COBRA).

C. Notice of Return from Leave of Absence

All bargaining unit members on unpaid leave of absence must submit to the Superintendent, in writing, their intentions regarding their return to work no later than one (1) month prior to the date their leave expires.

D. Reassignment After the Leave

Upon completion of a leave of absence, the employee is to be returned to the position and location formerly occupied or to a similar position, if the employee's former position is not vacant or no longer exists. If an employee fails to return to work at the expiration of a leave of absence and does not submit a resignation, the employee shall be considered absent without leave and shall be deemed to have irrevocably resigned employment.

E. Unpaid Leave of Absence Abuses

If it is determined that an employee is abusing the leave of absence and not actually using said leave for the purpose specified, the Superintendent may cancel the leave and require the employee to report for work and/or may invoke disciplinary action including dismissal. Falsification of the employee's signed statement shall be grounds for disciplinary action including dismissal.

F. Employee Seniority

Seniority shall not be interrupted by an unpaid leave of absence but the employee shall not accrue seniority while on unpaid leave of absence, unless the absence is due to a work-related injury.

8.4 Parental Leave

A. Parental Leave Duration

An employee who becomes pregnant or who becomes a parent by childbirth or adoption shall, upon request, be granted a parental leave of absence without pay for a period of time requested by the employee not to exceed six (6) consecutive,

uninterrupted months. Upon the employee's request, additional unpaid leave shall be granted by the Board for a period not to exceed six (6) additionally consecutive uninterrupted months.

B. Parental Leave Requests

1. Requests for parental leave shall be submitted sixty (60) calendar days prior to commencement of the leave.
2. For the additional six (6) months requests must be submitted at least sixty (60) days prior to the end of the first six (6) months.
3. In the case of adoption, the employee shall give notice as soon as possible.
4. The Board may require an Employee to use all paid leave available to him concurrently with the parental leave with the availability to retain up to seven (7) earned sick days.

C. Parental Leave Assignment

Upon completion of said parental leave, the employee shall be returned to the same assignment, if it exists, or a comparable assignment with no loss of pay.

D. Parental Leave Expiration Notice

An employee granted leave under this Section shall provide written notice to the Superintendent of his intent to return or not to return to work at least ten (10) work days prior to the expiration of his parental leave.

E. Parental Leave Entitlement to Insurance

An employee who is on parental leave is entitled to continuation of Board-paid insurance for a period of ninety (90) days provided they continue to pay their employee contribution by the first of the month. An employee who is on a parental leave for more than ninety (90) days is entitled to continuation of coverage in accordance with applicable premiums as provided for by law (COBRA).

8.5 Professional Leave

A. Definition

Professional leave shall be defined as leave to attend professional meetings/conferences where the employee will not receive any credit toward maintaining, meeting or exceeding the minimum requirements for certification/registration. When required by the Employer to attend professional meetings/conferences, the employee will be reimbursed for travel expenses and registration costs.

B. Provision for Professional Leave

An employee will be granted two (2) days of leave with pay, for attendance at professional meetings and conferences, or for visitations of a professional nature. The purpose of said leave shall be to enhance the professional qualifications of members of the bargaining unit. Members shall apply for professional leave using the Pre-Approved Request for Professional Leave Form, Appendix I. Requests must be made at least ten (10) calendar days prior to the date of the meeting, unless waived by the Superintendent.

C. Granting Leaves

Leave will be granted by the Board, when it is determined by the Employer, that the leave will benefit the Board and the employee. The Superintendent shall respond to the leave request within five (5) work days of receipt of the request. If said leave is not granted, the Employer will put the reason for the denial in writing and forward the response to the employee. Such decisions shall not be arbitrary, capricious or discriminatory. Such decisions shall be appealable through the grievance procedure.

D. Expenses Reimbursement

Employees will receive reimbursement for expenses incurred in accordance with Board policy. Approval for leave and expenses must be given prior to the leave, if not; the employee will be liable for any and all expenses incurred. Reimbursement shall occur within sixty (60) days of submission of receipts.

Registration Fee	Actual Cost (receipt required)
Lodging	Actual Cost (receipt required) up to a maximum of ninety-five dollars (\$95.00) per night
Meals	Actual Cost (receipt required) up to a maximum of:
	\$6.00 breakfast
	\$9.00 lunch
	\$14.00 dinner
Travel	Mileage reimbursement shall be based upon the I.R.S. determined rate, which is in effect as of July 1 of each year.

All requests for reimbursement must be submitted within one calendar month of completion of the meeting/conference or visitation to be eligible for reimbursement.

E. Overtime for Professional Leave

Any employee who attends a professional meeting or conference at the Board's request shall be paid straight time if the meeting and travel time exceeds his regular work day.

8.6 Assault Leave

A. Assault Leave Eligibility

Employees shall be eligible for assault leave with pay, upon approval of the Employer when said employee is required to be absent from his duties due to physical injury resulting from:

1. An assault by an Enrollee which occurs in the course of Board employment during work hours;
2. An assault by an Enrollee while the employee is required to be in attendance at a program sponsored function; or
3. An assault by an Enrollee during the employee's involvement in any program-related, Board-approved activity either on or off Board grounds.

B. Assault Leave Applications

To qualify for assault leave pay, the employee shall file with his immediate supervisor a statement of circumstances of the injury (Appendix B), which shall show conclusively that:

1. the injury was sustained in the line of duty;
2. the injury was inflicted by an Enrollee; and
3. the injury did not result from accident, misbehavior or negligence on the part of the employee.

The statement shall contain the signature(s) of any witness(es) to the assault. All reports will be carefully investigated.

C. Assault Leave Physician's Statement

The employee shall be required to furnish a statement from a licensed physician notifying the Board that the employee was/is unable to perform his duties as a result of an assault as defined in Section 8.6(A) of this Article. The physician shall state the length of time the employee will be unable to perform his duties as a result of the assault.

D. Duration of Assault Leave

Upon approved request for assault leave, the employee will be paid his regular rate of pay for such time as he is required to be absent from work for up to a limit of thirty (30) working days, as supported by the physician's statement in Section 8.6(C) of this Article.

E. Expiration of Assault Leave

All payment for assault leave shall be in lieu of sick leave pay, vacation pay, personal day pay, or worker's compensation pay. At the end of thirty (30) work days, the employee may:

1. take accrued sick leave;
2. file for worker's compensation pay;
3. apply for disability leave

F. Employment while on Assault Leave or Disability Leave

Employees on Board-approved assault leave or disability leave shall not be gainfully employed during normally scheduled work hours while on such leave. Any employee found to be employed while on assault leave or disability leave will automatically forfeit his right to such leave and shall immediately return to work.

G. Worker's Compensation

1. The employee shall file a claim with Worker's Compensation for wages and medical coverage within forty-eight (48) hours of the assault.
2. The employee shall process his claim through all procedures in a timely fashion in order to obtain the Worker's Compensation wages and medical coverage.
3. If said employee receives any wages or payment from Worker's Compensation for any or all of the assault leave and the Board paid his salary, he shall reimburse the Board for all of the wages or payments received from Worker's Compensation within five (5) days of receipt of such wages or payment. The employee shall inform the Superintendent of all wages or payments received from Worker's Compensation. If the employee fails to adhere to this requirement, the Board has the express right to deduct such amount from the employee's pay check.
4. Employees on Workers' Compensation who select family insurance coverage may continue it at the negotiated monthly premium payment for two additional months.



H. Falsification of Assault Leave Documents

Payment for assault leave shall not exceed the employee's regular rate of pay for said assault leave. All required forms and/or statements must be submitted to the Board prior to the approval of requested assault leave. Falsification of either the employee's signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

I. Assault Leave/Sick Leave

Assault leave shall not be charged against an employee's sick leave credit.

J. Medical Attention Required

Employees should obtain necessary medical treatment for said assault. The employee shall return to his duties at the earliest time permitted as documented by the attending physician. If said documentation of the attending physician is in question, the Board, at the Board's expense, shall have the right to send the employee to a Board-designated physician. The appointed physician's findings may be appealed by the employee through the grievance procedure.

8.7 Military Leave

A. Duration of Military Leave

Employees who are members of the Ohio National Guard, the Ohio Defense Corp., the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States, as defined in O.R.C. Section 5923.01, shall be entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training, or active duty for a period of time not to exceed thirty-one (31) days in any one calendar year. The maximum number of hours for which payment can be made in one calendar year is one hundred seventy-six (176) hours. The Parties agree to abide by O.R.C. Chapter 5923.

B. Military Leave Requests

Before military leave with pay will be granted, an employee is required to submit to the Board copies of his military orders within a reasonable period prior to departure. Upon return and prior to payment for the leave, the employee shall submit to the Board evidence of satisfactory completion of his duty.

C. Return from Military Leave

An employee, upon return from Military Leave, shall be reinstated into the same position that was held prior to the leave. Credit for military experience while on leave will be used to determine step placement and hourly rate.

## 8.8 Court Leave

### A. Court Leave Pay

The Board shall grant full pay for regularly scheduled work hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation, minus court-approved expenses, received from the court for jury duty is to be remitted by the employee to the Board, unless such duty is performed totally outside of normal working hours.

### B. Court Leave Exclusions

Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, etc. Personal or vacation leave shall be taken for such matters, if scheduled in advance with the Board. An unpaid leave of absence may be granted in the event personal and vacation leave has been exhausted.

### C. Duration of Court Leave

It is understood that an employee released from jury duty three and one-half (3½) hours prior to the end of his scheduled work day, shall report to work for the remaining hours.

Vehicle Operators and Vehicle Operator Aides shall report for their evening run if they are released from court/jury duty in enough time to allow them adequate travel time to the work site.

## 8.9 Disability Leave

### A. Disability Leave Granted

An employee who has exhausted his accumulated sick leave shall, prior to being granted a disability leave, submit the request for disability leave on the appropriate form (Appendix C), in writing to the Employer. A physician's statement shall be attached to the request, supporting the medical necessity for the disability leave request due to the employee's disability. Prior to granting disability leave, the Employer has the right to require the employee be examined by a physician designated by the Employer, at the Employer's expense, to determine whether the employee has a disability. In the event that the two (2) physicians do not agree, the Employer and the employee will agree upon a mutually-acceptable physician to be consulted. The cost of the third consultation is to be split equally between the Employer and the employee.

If the employee follows the procedure and qualifies for disability leave, he shall be granted unpaid disability leave for a minimum of five (5) consecutive days and a maximum of eighteen (18) consecutive months only if he can present evidence

as to the probable date on which he will be able to return to the same or similar position within an eighteen (18) consecutive month period.

Employees who are able to work light duty shall not be eligible for disability leave.

B. Voluntary Movement Because of Physical Condition

When an employee becomes permanently physically unable to perform the duties of his position but is still able to perform the duties of another job classification, the employee may request being moved to another classification. Such request shall be in writing stating the reason for the request and shall be accompanied by a physician's statement.

C. Granting Voluntary Movement Request

When a vacancy of equal or more hours occurs in another job classification requested, the Board shall grant the request if the employee provides a physician's statement saying the employee can physically perform the duties of that classification.

D. Length of Disability Leave

A disability leave shall be granted for up to eighteen consecutive months.

E. Return from Disability Leave

Five (5) working days prior to the employee's date of return to duty, he must present to the Board a release from his physician allowing him to return to duty in full capacity after being on disability leave. In the case of the leave being less than one (1) month, the employee must give a one (1) day return notice.

F. Assignment after Disability Leave

An employee returning from disability leave shall be reinstated in the same or similar position as held before the leave.

G. Failure to Return

An employee who does not: (1) return from disability leave by the expiration of the approved leave; (2) request and receive approval for an extension of disability leave in accordance with the terms of this Article; (3) formally resign; or (4) take disability retirement shall be deemed to have irrevocably resigned employment.

H. Seniority on Disability Leave

An employee's seniority will accrue on disability leave unless he is approved for disability retirement under the Ohio Public Employees Retirement System

(OPERS). Upon being approved for disability retirement, the employee will no longer accrue seniority rights.

I. Insurance While on Disability Leave

Employees on disability shall be entitled to insurance coverage as outlined in Article 33.2

J. Disability Retirement Under the Ohio Public Employees Retirement System (OPERS)

1. An employee may be eligible for disability benefits under OPERS (O.R.C. Chapters 3309.39, 3309.40 and 3309.401) if he has a disabling condition that is either permanent or presumed to be permanent for twelve continuous months following the filing of an application for disability coverage with OPERS.

2. If an employee applies for and is approved to receive a disability benefit under O.R.C. Chapters 3309.40 or 3309.401, he shall immediately inform the Superintendent.

K. Intermittent employees may request an unpaid disability leave for up to ninety (90) days after the employee has exhausted other accumulated leaves if they become seriously ill or have a medical procedure that cannot be postponed. The request must be in writing and accompanied by a certification from the employee's treating physician substantiating the basis for the request. The request is subject to approval by the superintendent.

Prior to making a determination on the request, the superintendent has the right to require an employee be examined by a physician of the Board's choosing and/or the right to request additional substantiation from the employee's treating physician.

At least five (5) days prior to the expiration of the unpaid disability leave, the employee must present a certification from the treating physician substantiating that the employee can return to duty in full capacity.

8.10 Christmas Recess

A. Christmas recess shall be defined as the designated shut down period including Christmas and New Year's Day.

B. Unpaid Leave Contiguous with Recess

Any employee on an approved unpaid leave of absence shall not be eligible for paid Christmas recess if such unpaid day or days immediately precedes or follows Christmas recess.

C. Entitlement to Leave

1. Employees, excluding intermittents, who regularly work thirty-five (35) or more hours per week, shall be entitled to four (4) consecutive days of paid leave during the regularly-scheduled Christmas recess, as determined by the Employer (Appendix B).
2. Those employees, excluding intermittents, regularly working less than thirty-five (35) hours per week will receive two (2) consecutive days of paid Christmas recess as scheduled (Appendix B).

8.11 Bereavement Leave

A. Entitlement to Bereavement Leave

A full-time, part-time or seasonal employee shall receive three (3) days of bereavement leave to attend a funeral of a member of the employee's immediate family. The three (3) days shall not be deducted from sick leave. If the employee has to travel over four hundred (400) miles, the employee may be granted three (3) additional days of sick leave. The intermittent employee shall not be disciplined for taking bereavement leave, unless such leave causes the intermittent employee to exceed available leave days.

B. Definition of Immediate Family

For purposes of this Article, immediate family shall include the following:

spouse;

children, including stepchildren;

parents, including stepparent;

grandparents;

grandchildren;

brother;

sister;

in laws, to include father, mother, brother, sister, daughter and son;

loco Parentis; and

any person who resides at employee's residence.

## 8.12 Family And Medical Leave Act Of 1993 ("FMLA")

- A. Both the Employer and the Association agree to abide by the terms, conditions and regulations of the FMLA of 1993.
- B. The definition of a year shall mean a contract year, running from January 1 through December 31.
- C. Provided that the reason for absence meets one of the conditions described in the definition of "serious health condition" under the FMLA, the Board may designate and count the absence against the employee's twelve-week entitlement even if the employee has not requested that it be counted as such.

## **ARTICLE 9. EMPLOYEE CERTIFICATION/REGISTRATION**

### 9.1 Maintaining Certification/Registration/CDL

- A. For all employees covered by this Agreement whose current classification requires certification and/or registration by the DODD, a commercial driver's license ("CDL"), licensing by an outside agency, or any other requirements dictated by the DODD shall meet and maintain all necessary requirements to continue their employment with the Employer. Once the renewed certification, registration, CDL or licensing is received, pay increases, if required by Article 36, Salary, of this Agreement, shall be retroactive to the effective date of said renewed certification, registration, CDL or licensing if said employee made application for renewal at least thirty (30) days prior to expiration.
- B. The Board, as a courtesy to Association members, shall publish a list of employees with the type of certificates/registration held and the expiration date(s). The Board shall not be held liable for any omissions or mistakes.

### 9.2 Proof of Certification/Registration

It is the responsibility of each employee to provide proof to the Board of current and valid certification, registration, and/or license. For those employees employed as Vehicle Operators, such employees shall show proof of current and valid Commercial Driver's License.

### 9.3 Failure to Maintain Certification/Registration

Employees failing to maintain current minimum qualifications may be removed unless appropriate documentation of requirements necessary for certification/registration is provided, the employee may be given up to five (5) days unpaid leave to complete certification. Failure to complete certification requirements following the unpaid leave shall result in removal of employment with the Board.

### 9.4 Nursing Licensing

Nurses shall be required to maintain a nursing license.

## 9.5 Board Provides Certification, Registration, CDL or Licensing Requirements

To assist the Employer and the Association in addressing significant changes and other developments pertaining to Section 9.1 above. The Board shall provide to the Association any information relating to new certifications, registrations, CDL's or licensing that may be in effect.

## 9.6 Board-Sponsored Courses

- A. The Board shall provide the minimum of state-required hours of state-approved continuing education training (i.e., in-service days, etc) per year. For seasonal employees, the Board-provided training shall not be scheduled at any time prior to three (3) days before the beginning of the work year nor at any time beyond three (3) days after the work year ends. The mandatory Board-sponsored training is to provide the minimum provisional requirements necessary for the employee (excluding Intermittents) to maintain his certification/registration (i.e., provisional). All employees must attend the Board-sponsored training., If an employee is unable to attend a Board-sponsored training session due to extenuating circumstances, such employee will be given paid time off work in order to attend makeup training provided by the Board to meet minimum requirements. The employee shall provide the Employer with a letter attesting as to what the extenuating circumstances were that caused him to be unable to attend the Board-sponsored training date. The Board agrees to provide employees with the tentative date(s) of the August mandatory Board-sponsored training as soon as possible in March of each year.
- B. Laid off employees shall be informed of and be allowed to attend in-service days, unpaid, and receive professional growth hours.
- C. First aid and CPR training required for all direct care employees shall be paid or reimbursed at one hundred percent (100%) of the cost of such training upon presenting a receipt to the Employer for the expenditure. Any newly employed individuals who are required to receive first aid and/or CPR training shall be reimbursed for such training by the Employer after such employee(s) has completed six (6) months of service with the Board and has provided the Board with a receipt for the expenditure.
- D. The Board shall pay the entire cost of BCII and FBI checks for CDL holders only as long as the process is done at the Board's designated facilities within Columbiana County.

## 9.7 Cost of Abstracts

The Board, at its discretion, will either reimburse the actual cost or provide required driver abstracts.

## 9.8 Annual Physicals

Any employee who is required to have an annual physical through the Board or for qualification requirements of their CDL/license/certificate will be reimbursed up to sixty dollars (\$60.00) by the Employer if they choose their own physician. Otherwise, using the Board's designated physician, the cost of the annual physical is reimbursed at one hundred percent (100%).

## **ARTICLE 10. EMPLOYEE EVALUATION**

### 10.1 Evaluator

Each employee will be evaluated by his immediate supervisor on the Evaluation Form, Appendix F.

### 10.2 Schedule of Evaluations

- A. All employees shall be evaluated annually. The written evaluation will be conducted and must be given to the employee within a two (2) month time period (before or after) the anniversary date of hire of the employee.
- B. The annual evaluation shall measure the employee's performance for the year immediately preceding the evaluation.
- C. If the employee has been reassigned to a new supervisor within six months of the evaluation date, the new supervisor should consult with the previous supervisor in completing the evaluation, if available. If the employee receives approximately equal supervision from two persons, both supervisors shall cooperate and sign the evaluation.

### 10.3 Evaluation Conference

A copy of the evaluation will be presented to the employee by his immediate supervisor. This shall be an accurate copy. The employee shall have at least two (2) working days to review the evaluation. After the two (2) days, there shall be a meeting with the immediate supervisor and the employee to discuss the evaluation.

### 10.4 Deficiencies

If an employee has any deficiencies noted on the evaluation, he will be afforded the help of the immediate supervisor to correct the noted deficiencies. The employee and the immediate supervisor will lay out a plan to correct said deficiencies.

If deficiencies are noted, another evaluation shall occur within sixty (60) calendar days of the original evaluation.

### 10.5 Rebuttal

After discussing the evaluation with his immediate supervisor, the employee has the right to attach a rebuttal to his evaluation within ten (10) work days of the evaluation



discussion. The employee must sign the evaluation, acknowledging only that the employee has discussed the evaluation. Such signature does not indicate concurrence with the contents of the evaluation.

## 10.6 Signatures

The employee will receive a final copy of the evaluation after he has signed it, and after all other signatures have been acquired.

# **ARTICLE 11. PERSONNEL FILES**

## 11.1 Personnel Files

It is recognized by the Parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Board or all employees. All personnel, payroll, and other files and records pertaining to an employee may be inspected by said employee to ascertain the accuracy, timeliness, and completeness of said documents. The employee shall have access to his individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file shall make the request during normal business hours in the Superintendent's office. All reviews shall be conducted on the premises of the Employer in the presence of the Employer or his designee. The Employer shall not be required to pay an employee or to deduct from that employee's service as a result of this activity, unless advance approval of the time to examine the files during regular working hours has been obtained. The employee may be accompanied by an Association representative.

## 11.2 Privacy of Files

The Employer and the Association agree to abide by the provisions of O.R.C. Chapters 149 and 1347. However, employee medical records shall be maintained in a separate file and shall be confidential.

## 11.3 Investigation of Contents of Personnel File

- A. If an employee, upon examining his personnel files, disputes the accuracy, in those documents to which he has access, the employee may request in writing that the Employer investigate the disputed information. The Employer shall, within ten (10) calendar days after receiving the request from the employee, make an investigation of the disputed information, and shall notify the employee of the results or progress of said investigation. At the conclusion of said investigation, the Employer will notify the employee of the action he plans to take with respect to the disputed information.
- B. If the employee is dissatisfied with the response, the employee shall have the right to insert in his file, as an attachment to the allegedly wrongful document or record, a statement clarifying or refuting the inaccurate, untimely, or incomplete record. In the event that the Board or its designated representative chooses to remove the record or document or to correct or otherwise modify it, either the

removed document shall be conveyed to the employee or a copy of the corrected or otherwise modified record or document shall be sent to the employee.

- C. The Employer shall also delete any information that cannot be verified or that is found to be inaccurate.

#### 11.4 Copies of Personnel Material

An employee may request and be given a copy of any document in his file, subject to the provisions of privacy laws and at a cost of \$.05 per side.

#### 11.5 Contents of Personnel File

An employee's personnel file shall contain, but is not limited to the following:

- A. name, phone number and permanent address;
- B. current mailing address, if different from that in Section 11.5(A);
- C. current, updated job description;
- D. records of employee requests for time off for the preceding twenty-four (24) months (records regarding medical leave(s) will be placed in the medical file);
- E. training and in-service records;
- F. plan of action for individual certification;
- G. record of permanent or temporary certification or required license(s);
- H. copies of all personnel action forms;
- I. individual employee evaluation forms;
- J. transcripts; and
- K. notice of any current corrective action.

Information which the Board could not reasonably gather without the employee's assistance (example: change in address) are the responsibility of the employee as to accuracy.

#### 11.6 Purge the Files

Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

## ARTICLE 12. CORRECTIVE ACTION

### 12.1 Instruction and Cautioning

When any administrator/supervisor (hereinafter "supervisor") determines that there is a concern regarding some aspect of an employee's conduct or work performance, and such concern is not of a serious enough nature to invoke Steps I-IV of the progressive discipline procedure below, the supervisor shall notify the employee of the date, time and location of a meeting to discuss such concern(s). The employee shall have the right to have a representative of his choice present at the meeting if he so chooses. At this meeting or within a reasonable time after the conclusion of the meeting, the supervisor will provide the employee with a copy of The Instruction and Cautioning Form (hereinafter the "Form"), Appendix H, which shall set forth the supervisor's concerns and instructions for corrections and improvement by the employee. The employee shall be required to sign the Form evidencing that he received a copy of the Form. Such Form will not be placed in the employee's official personnel file but will be retained in the supervisor's file. If the employee corrects the concern(s) or issue(s) that are set forth on the Form during the one hundred twenty (120) calendar day period following the date on the Form, the Form shall be removed from the supervisor's file and will not be used in future disciplinary action. However, if the employee fails to remedy the concern(s) or issue(s) during the one hundred twenty (120) day period, the information on the Form may be used by the supervisor in future disciplinary actions. If the employee, who is the subject of the Instruction and Cautioning, requests a follow-up meeting with the supervisor regarding the concern(s) and issue(s) stated on the Form, such meeting shall be scheduled by the supervisor.

The employee and/or the Association shall not have the right to file a grievance regarding the procedures, process, subject matters, or opinions of the administrator/supervisor that are contained within this Article 12.1.

### 12.2 Just Cause

No employee shall be reprimanded, reduced in pay or position, suspended, or terminated, except for just cause.

### 12.3 Discipline Procedure

- A. Discipline will normally be applied in a corrective, progressive and uniform manner and will be invoked within a reasonable period of time of the occurrence of the event that has precipitated the disciplinary action.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Steps in progressive discipline may be bypassed, depending on the seriousness of the violation. The progressive steps of discipline are as follows:

Step I:            Verbal reprimand noted in personnel file

Step II:           Written reprimand

Step III: Suspension

Step IV: Termination

Suspension without pay or termination will not be imposed prior to holding a pre-disciplinary conference, and a determination by the Superintendent, otherwise a member can be suspended with pay pending the conference.

For purposes of this Article, a day shall be defined as a work day.

- C. Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended, reduced, or terminated, a pre-disciplinary conference will be held to give the employee the opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference procedures shall be followed as outlined below in 1-5.
1. The employee shall be provided with a written notice advising him of the charges and the specifications of the charges against him. In addition, the notice will list the date, time, and location of the conference. Such notice shall be given to the employee at least three (3) days before the conference. The employee shall be allowed representation of his choice, the cost of which shall be borne by the employee. Time limits may be waived by mutual consent of the Parties.
  2. The pre-disciplinary conference shall be held with the Superintendent. During the conference, the employee shall have the opportunity to explain whether or not the alleged conduct occurred. The employee may present verbal or written evidence regarding the alleged conduct; however, the employee may not bring witnesses to the conference.
  3. The employee may waive his right to a pre-disciplinary conference by signing the Notice for Pre-disciplinary Conference, attached as Appendix G, and returning it to the employee's immediate supervisor or the Superintendent.

#### 12.4 Grieving Discipline

Within five (5) days of the conference, the Superintendent will issue a decision. The Superintendent's decision shall also contain the reasons for the decision. Any employee receiving an order of disciplinary action resulting in a suspension or termination may initiate an appeal of such order at Step 2- Superintendent's level of the grievance procedure, within five (5) days of the receipt of the order of disciplinary action from the Superintendent.

#### 12.5 Waiver of Rights

Prior to the scheduled time of the conference, the employee may waive in writing his right to such a conference. An employee who waives his right to such a conference

may not grieve the imposition of discipline on the matter in which the conference was scheduled.

#### 12.6 Confidentiality of Discipline

The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner. All events and communications related thereto shall remain confidential unless such confidentiality is breached by the employee.

#### 12.7 Records of Discipline

Records of disciplinary action shall cease to have force and effect to be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

### **ARTICLE 13. VACANCIES, PROMOTIONS, TRANSFERS**

#### 13.1 Definition of Vacancy

A vacancy shall be defined as the:

- A. death of a bargaining unit member;
- B. retirement of a bargaining unit member;
- C. resignation of a bargaining unit member;
- D. creation or restoration of a bargaining unit position; and
- E. termination of a bargaining unit member.

#### 13.2 Posting of a Vacancy

- A. When the Employer determines that a permanent vacancy exists, it is agreed that all appointments shall be filled in accordance with this Section. If the Employer determines that it is not going to fill a vacancy, the Superintendent will advise the Association President within fourteen (14) work days of the occurrence of the vacancy.
- B. The Employer has the right to post any permanent vacant position internally and externally at the same time.
- C. The Employer is not required to post any permanent vacant position internally when such position is an entry level (Intermittent) position.
- D. The Employer is not required to post any permanent vacant position where the reassignment or transfer of an employee will fill such vacancy.
- E. Any employee who wants to be transferred or reassigned in his same classification, must provide a completed copy of the Request to be Transferred or

Reassigned Form (Appendix J), specifying his choice of work location (building) or work area. This Form must be in the possession of the employee's immediate supervisor at least twenty-four (24) hours prior to the effective date of the vacancy. Employees shall be selected by seniority under this provision. Transportation employees must follow the above procedure and timelines by providing the Transportation Supervisor with a copy of the Request to be Transferred or Reassigned Form specifying that he has a desire to change routes. All employees providing this form shall be responsible to provide a telephone number on the Form so as to allow the Employer to contact them at all times when they are not scheduled to work. Employees reserve the right to change a work area request.

- F. When a transfer or reassignment occurs in the employee's classification, the Employer will not be required to interview employees for such position.
- G. Employees wishing to make application for a vacant position which is a promotional position shall do so by signing and dating the posting for that vacancy.
  - 1. All employees who timely signed the posting shall be reviewed considering the following criteria: qualifications, experience, work record and previous job performance. Education and physical capability may apply depending upon the position being filled.
  - 2. Of those employees who have signed the posting, if all other qualifications of two (2) or more employees are equal, in the Employer's sole determination, the most senior employee shall be selected.
- H. An intermittent employee shall be considered before a new hire. The Board shall give written reasons why the intermittent employee was not selected. Notification to an intermittent employee not receiving the position will be sent the same day the notice is sent to the candidate receiving the position.
- I. If the Board determines that it is going to hire an intermittent employee before a new hire under the provisions set forth in Section H above and more than one (1) intermittent applicant is considered for the vacancy, the intermittent with the most seniority shall be offered the vacancy if his qualifications, as determined by the criteria in Section G above, are equal to the other intermittent applicants.
- J. Once the selection is made, the Board shall notify all interviewed applicants of the selection.

### 13.3 The Posting Procedure

There shall be posted on the employees' bulletin board for ten (10) working days, notice of such vacancy. The notice shall include:

- 1. job title;

2. certification required;
3. qualifications;
4. location or site;
5. the pay scale; and
6. immediate supervisor's name.

#### 13.4 Vacancies Filled

- A. All vacancies shall be filled within sixty (60) days of posting. However, the Parties may mutually agree to extend this timeline by an additional thirty (30) days, for good cause, if the position cannot be filled within the sixty (60) day period due to such occurrences (i.e., a good candidate's references cannot be checked within the sixty (60) day time period; no candidates have applied or are not qualified for the position, etc.) If this occurs, the Board must re-advertise to fill the vacancy within such additional thirty (30) day time period. Vacancies occurring in the program that can be filled through the transfer and reassignment process will be filled within five (5) days.
- B. After an acceptance letter has been signed by a new bargaining unit member, the employee's initial placement on the salary schedule and/or initial pay cannot be grieved.

#### 13.5 Definitions

- A. Promotion: the movement of an employee from one position to a vacant position in a different classification where he will receive more money per hour and/or per year.
- B. Assignment: the area where the employee provides services to the Enrollees. For Transportation employees, assignment is defined as their bus routes.
- C. Reassignment: a change in the employee assignment.
- D. Transfer: a change in building sites in the same classification or as specified within the exceptions laid out in Section 13.11.

#### 13.6 Involuntary Transfer/Reassignments

Any transfer/reassignment that is not voluntary will take place only when the following conditions are met, and will be considered involuntary:

- A. The employee has had an opportunity to consult with the administrator or immediate supervisor involved.
- B. The reason for the action is not discriminatory, capricious, or arbitrary.

- C. Work areas may be changed based on the needs of the Enrollees. Employees will be notified three (3) days prior to a change in their work area.

### 13.7 Reassignment Notices

Any transportation employee (i.e., Vehicle Operator II, Vehicle Operator II/Vehicle Operator Aide, and Vehicle Operator Aide) that is displaced by route reductions during the summer shall have the opportunity to bid on any open route, on the basis of seniority, within his classification only. Such employee shall revert back to his regular route at the start of the school year.

### 13.8 Movement to Original Position

Any employee who applies for a transfer or a promotion and gets it and within thirty (30) days wishes to return to his original classification may do so as long as his original position has not been permanently filled. A negative job evaluation within the thirty (30) days could also precipitate the movement back to his original position.

### 13.9 Voluntary Reduction Because of Physical Condition

Any employee who has become physically incapacitated, as ascertained by a physician, and is unable to perform the duties of his position but is still able and qualified to perform the duties of a vacant lower level position, he may voluntarily request reduction to the lower level position. Such request shall be in writing and shall be accompanied by a physician's statement. If a vacancy has been declared, the employee shall be moved to the vacancy requested.

### 13.10 Worker's Compensation Optional Provision

This provision relates only to work injuries or illnesses.

Transitional Assignment: – An employee who suffers a work related injury or illness that prohibits him from performing his regular assignment may be removed from the regular assignment by the Employer and placed into a work position which he is medically capable of performing ("transitional assignment"). The transitional assignment shall be scheduled during the employee's contracted hours and when offered by the Employer, shall be available for an initial period of up to thirty (30) work days (Additional work days may be approved by the Superintendent). Such transitional assignment, if made, shall be at the employee's regular hourly rate of pay. The employee must provide the Employer with medical documentation certifying the injury or illness, the limitation on work responsibilities and the estimated duration of such limitations. The Employer reserves the option to require the employee to obtain a second opinion from a physician selected by the Employer at Employer expense. If an employee is offered a transitional assignment, such employee shall not file nor be entitled to a lost time claim with the Bureau of Worker's Compensation during the time he is in a transitional assignment.

A transitional assignment could be an assignment created at the discretion of the Employer. Such assignment would not have a specific written job description, would



not establish a new position, could require the performance of any reasonable duties that the employee is medically capable of performing which could include providing assistance to other employee(s) and is to be created only for a limited period of time as determined by the Employer, in lieu of receiving benefits from the Bureau of Worker's Compensation. An employee offered a transitional assignment within the employee's medically approved light duty restriction is not eligible for disability leave under Section 8.9 of this Agreement.

### 13.11 Exceptions to Classification Requirements

Employees in the job classification set forth in Column A below shall be considered eligible to transfer, or be reassigned into that specific job classification designated directly across from it in Column B. The specific right to move from the classification in Column A to Column B is for the express purpose as set forth in this paragraph ONLY and shall have no effect whatsoever, on any other provision of this Agreement regarding the classification status of employees.

#### COLUMN A

1. Workshop Specialist II/Nurse Sub

2. Custodian/Vehicle Operator

#### COLUMN B

Workshop Specialist II

Custodian

\*A Workshop Specialist II/Nurse Sub must be assigned to each building in the program. Such requirement shall supersede the specific language set forth above in subsection (2).

### **[ARTICLE 14. OMITTED]**

### **ARTICLE 15. INTERMITTENT EMPLOYEES WORKING CONDITIONS**

#### 15.1 Calling Intermittent Employees

Upon ratification of this Agreement, there shall be one pool of intermittent employees who shall be available to substitute for all workshop employees in all workshop locations. An intermittent employee who is to be called for work will be given one (1) hour from the time of the call to report to work. If the intermittent employee reports for work within the hour, the employee will be paid as if they began work at the beginning of the scheduled position for that day.

#### 15.2 Rotation of Intermittent Employees

One list will be established for the rotation of calling workshop intermittent employees. The list will rank the workshop intermittent employees by seniority, highest seniority being at the top. The workshop intermittent employees shall be called for work on a rotating basis starting with the most senior. An intermittent employee that is called for less than one (1) full day of service shall remain next in the rotation until the intermittent employee is called for a full day of service.

### 15.3 Intermittent Employees in a Vacancy

A long term substitute assignment is defined as any assignment lasting more than five (5) days. A workshop intermittent employee may be placed in a long term substitute assignment which shall be paid at the current hourly rate of a workshop intermittent employee. On the eleventh (11<sup>th</sup>) day of the long term substitute assignment, the intermittent will receive an increase of \$1.50 per hour for the remainder of the long term substitute assignment. Once he has completed this assignment, he shall be placed at the bottom of the rotation on the workshop intermittent employee list.

### 15.4 Leave Time for Intermittent Employees

- A. Upon employment and on each anniversary date, the intermittent employee will be credited with six (6) days of leave time, which he may use, in minimum one-half ( $\frac{1}{2}$ ) day increments at his discretion.
- B. At the end of each month that the intermittent employee was on leave accumulation time of at least twenty (20) days, the employee will be credited with one (1) leave day. If such intermittent employee does not fulfill an assignment, he will receive no leave accumulation time credit for that day, and shall be charged one half or one day leave, depending on the number of hours worked. (Ex. An intermittent employee called in for a full day of employment, and leaves prior to the completion of his assignment shall receive no leave accumulation time and he shall be charged one half or one leave day, depending on the number of hours worked.)
- C. Any time an intermittent employee does not fulfill an assignment, he shall be charged one-half ( $\frac{1}{2}$ ) or one (1) leave day, depending on the number of hours worked and shall receive no leave accumulation time for that day.
- D. The intermittent employee may use the leave days in minimum one-half ( $\frac{1}{2}$ ) day increments throughout the year, but may not exceed the accumulated days.

Days used will be deducted from accumulated leave days.

- E. At the end of twelve (12) months of employment, on the anniversary date, the intermittent employee will be paid in the next full pay after said anniversary date for all leave days he has accumulated.
  - 1. In lieu of taking pay for five accumulated days the employee may transfer up to five days to sick leave, to be held for the time the employee may secure full-time employment. (The remaining accumulated days would be paid.)
  - 2. The accumulated days paid for at the end of twelve (12) months of employment will be paid at the current intermittent hourly rate of the employee.

- F. When an intermittent employee is promoted to a full-time or part-time position he shall complete the appropriate form to indicate how much accumulated leave time he wants to convert to sick leave (maximum of five days).
  - 1. The form shall be submitted within ten (10) calendar days after the effective date of any promotion to full-time or part-time.
  - 2. Within thirty (30) calendar days of receipt of the form required under Section F, the Employer will pay the employee for the leave days accumulated and not converted to sick leave. This pay will be at the employee's intermittent rate of pay.
- G. Only two (2) unpaid leaves of absence (maximum of twenty (20) days per twelve (12)-month period) shall be allowed. However, during the months of June, July and August of each calendar year, intermittent employees can only use these unpaid leaves of absence after they have exhausted all of their paid leave days.
- H. Holiday and Enrollee's Christmas vacation days shall be considered as leave accumulation time.
- I. Leave accumulation time shall mean the employee is either working or available to work. If the Employer calls the intermittent and the intermittent does not answer the phone call, he is considered not available to work.
- J. Call in time for transportation employees shall be by 6:15 a.m. and between 12:30 p.m. and 1:30 p.m. for afternoon assignments. All other employees shall be called by 8:30 a.m.

#### 15.5 Leave of Absences

The Board may assign an intermittent employee to a temporary position in the event of a leave of absence of a permanent employee.

### **ARTICLE 16. JOB DESCRIPTION**

- 16.1 Upon initial employment, the Board shall provide to each bargaining unit member a written job or classification description which includes certification requirements. Whenever any changes are made to the job description, the Employer shall provide the employee with a copy of the revised job or classification description. Any changes in job descriptions will be proposed and discussed in a Labor/Management meeting before enacted. The description will include at a minimum:
  - A. job title and description;
  - B. minimum requirements; and
  - C. a specific listing of required tasks and responsibilities.

Any additional training that the Employer deems necessary to complete the job will be provided by the Employer.

16.2 Management will update all bargaining unit job descriptions with the input of bargaining unit employees.

The Employer will meet with and/or solicit input from two (2) bargaining unit selected employees for each of the following classification groups:

- A. Workshop Specialist II, Habilitation Specialist II, Personal Service Assistant and;
- B. Clerical Specialist, Secretary I, Custodian, Food Service Worker, Maintenance Repair Worker, and Custodian/Vehicle Operator;
- C. Sheltered Workshop Nurse (LPN) and Workshop Specialist II/Nurse Substitute; and
- D. Vehicle Operator II, Vehicle Operator II/Vehicle Operator Aide, and Vehicle Operator Aide

16.3 Final approval of revised job descriptions is a function of the Board.

### **ARTICLE 17. OVERTIME/CREDIT TIME**

#### 17.1 Overtime Rate of Pay

Full-time employees shall be entitled to authorized overtime compensation at a rate of one and a half (1½) times their hourly rate of pay for actual time worked in excess of each employee's normal scheduled work week as defined in Article 23. Developmental specialists shall not be entitled to overtime.

#### 17.2 Leave Time Determining Overtime

For the purpose of this Section, all approved paid leave shall be construed as time worked.

#### 17.3 Time Worked Defined

Time spent traveling to and from the normal daily work site and non-work time spent overnight on official business shall not be considered time worked for purposes of this Article.

#### 17.4 Unpaid Leave Determining Overtime

Whenever an employee is required to work overtime in a week where he has taken an unpaid leave of absence, the employee shall not be eligible for the premium rate until he has actually worked in the classification's normal scheduled weekly hours as outlined in Article 23.

#### 17.5 Distribution of Overtime

Overtime will be distributed as equally as possible among employees within a classification by seniority.

17.6 Authorization of Overtime

Overtime will be authorized by the Superintendent or his designee. Any employee, who through no fault of his own, is prevented from completing a Board-assigned task, will be granted overtime. Scheduled overtime which is canceled twenty-four (24) hours or more in advance for any reason shall not entitle the employee to overtime compensation.

17.7 Credit Time

A. Definition

Time credited to Workshop Specialist II and Habilitation Specialist II, (Team Coordinators) for hours worked beyond their normal work day [credited in thirty (30) - minute segments].

B. Workshop Specialist IIs and Habilitation Specialist IIs

Workshop Specialist IIs and Habilitation Specialist IIs shall earn credit time based on work performed in accordance with the employee's job description that is assigned outside the normal work day.

Credit time is to be used within Forty-eight (48) hours, with approval of the immediate supervisor.

**ARTICLE 18. CALL-IN PAY**

18.1 Definition of Call-In Pay

Call-in pay shall be defined as pay as a result of hours worked on days not regularly scheduled and for hours that do not abut the employee's regularly scheduled hours.

18.2 Minimum of Call-In Pay

Whenever an employee is called to work outside his regular work day hours, he shall be paid a minimum of three (3) hours pay at the appropriate rate, or for all actual hours worked in said call-in status, whichever is greater.

18.3 Call-In Calamity Day

If an employee is called in to work on a day classified as a calamity day as defined in Article 27.1 of this Agreement, compensation shall be at one (1) times the employee's rate of pay for all hours worked on said call-in plus the employee shall receive his regular day wages.

18.4 Exclusions for Call-In

Intermittent Employees are excluded from call-in pay as they have no regularly scheduled hours.

## ARTICLE 19. LAYOFF AND RECALL

### 19.1 Reasons for Layoff

If it becomes necessary to layoff members of the bargaining unit, in the sole discretion of the Employer, because of a reduction in Enrollee enrollment, a change in the program of the agency, a return from a leave of absence, a lack of funds, or for a reorganization of the Agency for efficiency, economy or program purposes, the procedures noted in Section 19.2, below, will be followed.

### 19.2 Procedures for Layoff

- A. In the event of a layoff, the Board shall notify the Association in writing twenty-one (21) calendar days in advance of the effective date of the layoff. Within five (5) calendar days after mailing the aforesaid notice, the Board will, upon request by the Association, meet with the Association regarding the need for and the manner of implementation and impact of the contemplated layoff and will in connection therewith, make available to the Association data related to the reasons for the layoff.
- B. The Board shall notify each employee to be laid off at least twenty (20) calendar days before the layoff date.
- C. The layoff shall be established in the following order:
  - 1. attrition, retirement, death or an employee voluntarily terminating employment;
  - 2. the positions of employees on approved unpaid leaves if the individual on an approved unpaid leave has at least thirty (30) work days remaining on the unpaid leave from the effective date of the layoff (with such employee being able to bump back into his position at the end of his approved leave); and
  - 3. the positions of employees working or on paid leave laid off last.
- D. Employees shall be laid off within the classification [classification shall be defined as those job titles set forth in Article 2.2(A)], in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off. Such laid off employee may exercise his bargaining unit seniority by displacing a junior employee in a job for which the employee is qualified to immediately perform.
  - 1. Qualified shall mean currently meeting all requirements for a position as specified by any regulating authority and/or posted job descriptions. "Currently" shall be defined as the point in time the Board sends the notification of layoff to the employee to be laid-off.

2. Certification/registration shall mean four (4) year provisional or better and shall not include any certification/registration designated as temporary.
3. There should be no transfer, reassignment, or job reclassification prior to implementation of the reduction that would cause a more senior employee to be laid off before a less senior employee.

### 19.3 Notification of Layoff

The notice of layoff to each affected employee shall contain the following:

- A. the reason for the layoff;
- B. the effective date of the layoff; and
- C. a statement advising the employee of the right to displace another employee within five (5) days of the notice date.

### 19.4 Recall to a Position

When employees are laid off, the Employer shall create a recall list. The Board shall recall an employee within his classification from layoff in order of continuous service providing he is qualified to perform the duties required of the job involved. The Board shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. Should no current employee meet the qualifications for the position, then such employee holding a temporary certificate that enables that employee to meet the qualifications for that position shall be recalled. An employee shall be eligible for recall for a period of twenty-four (24) months after the effective date of the layoff.

### 19.5 Return to the Employees Initial Position

Employees must return to their permanent job when it becomes open.

Employees who have been recalled shall be returned to the job from which they were initially laid off in order of continuous service when such job becomes open.

Employees shall lose recall rights to the job from which they were initially laid off if they bid for and are awarded a permanent job. All employees who have recall rights to a job shall be recalled to the job prior to the posting of a permanent vacancy on such job. There shall be no transfer, reassignment, or job reclassification that would prevent the recall of any laid-off employee.

### 19.6 Benefits

All benefits to which an employee was entitled at the time of his layoff, including unused accumulated sick leave and vacation leave, will be restored to him upon his return to active employment.

When recalled to a position, the employees shall be placed on the same salary schedule step as the one he was on at the time of layoff.

19.7 Notice of Recall

Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Association. The Board shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

19.8 Return after Recall

The recalled employee shall have twelve (12) calendar days following the date of mailing the recall notice to notify the Employer of his intention to return to work and shall have twelve (12) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. In the event of extenuating circumstances (e.g., illness, injury, absence from city or state or other good and just cause), as determined by the Superintendent, preventing the employee from returning within the above time limit, a reasonable extension shall be granted

19.9 Removal from Recall List

Any employee declining recall to his original classification, position and his original hours shall be removed from the recall list, thereby relinquishing all recall rights.

**ARTICLE 20. HEALTH AND SAFETY**

20.1 Providing Safe Work Areas

The Board accepts the responsibility to provide safe working conditions and establish safe working practices for all employees and maintain equipment that employees use on a routine basis.

20.2 Following Safety Rules

The employee shall maintain his tools, equipment, vehicles and work area in a safe and proper manner, and shall follow all safety rules and safe working methods of the Board.

20.3 Reporting Unsafe Working Conditions

- A. All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor as soon as possible, but not later than twenty-four (24) hours after unsafe working conditions become apparent.
- B. Health/Safety Hazard report forms (Appendix D) shall be completed by the employee, and submitted to the employee's supervisor. Any unsafe working conditions or hazards shall be reported by the employee on the report forms. Having completed the report form, the employee shall continue to perform his



defined duties, unless there is a real imminent danger to the employee or the Enrollee, until relieved from doing so by his immediate supervisor or the Superintendent.

#### 20.4 Investigating Unsafe Working Conditions

The supervisor will investigate all written reports of unsafe working conditions and, within twenty-four (24) hours, attempt to correct any which are found. Within forty-eight (48) hours, the immediate supervisor shall return the form to the employee with the action taken included. The supervisor shall be responsible for enforcing safety rules and safe working methods used by his employees.

#### 20.5 Failure to Correct Unsafe Working Conditions

An employee may immediately contact the Superintendent or his designee if a reported, unsafe working condition; which is immediate in nature, has not been adequately addressed by the employee's immediate supervisor.

#### 20.6 Restrooms

The Board shall maintain two (2) restrooms [or one (1) restroom with two (2) stalls] for women and one (1) restroom for men in the workshop and school facilities. Employees in the transportation division shall have access to restrooms at either the workshop or the school facilities.

#### 20.7 Non-Smoking Area

All Board facilities and Board-owned vehicles shall be smoke free. Any employee found to violate this provision may be subject to disciplinary action. Any employee smoking on Board property, outside of Board facilities and vehicles, shall place cigarette butts, etc. in proper containers located outside each facility. Any employee found littering on Board property may be subject to disciplinary action.

#### 20.8 Clean Work Environment

The Board will see that custodial and maintenance services are maintained on a regular basis to ensure a sanitary, healthy and safe working environment for all employees. All employees will share in the incidental cleaning responsibility to keep Board facilities clean (i.e., clean-up water, juice spills, etc.).

#### 20.9 Emergency Situations

During an emergency situation as reported by the nurse, he may request any employee to assist the nurse in the emergency situation.

#### 20.10 Lounge Area

All employees shall have access to a lounge area, which is maintained to provide a sanitary, healthy and safe lounge area.

20.11 Material Safety Data Sheets

The Board shall make available upon request all Material Safety Data Sheets on any substances with which an employee comes into contact.

20.12 Drinking Water

It is the intent of the Board to provide clean, safe drinking water at all times. The Employer will notify employees of EPA water test results when the Employer is provided such results, in writing, by the EPA.

20.13 Board-Owned Vehicles

Vehicles designated for Enrollee outings will be cleaned and checked at reasonably scheduled intervals.

20.14 Medical Records of Enrollees

It is the Board's responsibility to ensure that Enrollee medical records are up to date and accurate.

**ARTICLE 21. WORK RULES**

21.1 Definition of Work Rules

Work rules, as defined in this Article, shall be those written policies, procedures and directives which regulate conduct of employees in the performance of the Employer's services and programs.

21.2 Establishing New Work Rules

New work rules formulated after the effective date of this Agreement shall be reduced to writing and made available to the Association at a Labor/Management meeting, before distributing to all bargaining unit employees. Such rules shall then be distributed to bargaining unit employees fourteen (14) days before implementation, unless an emergency situation prevails. In cases of emergency, the rules shall become effective immediately, and then may become, at the request of either Party, a subject of Labor/Management meeting.

21.3 Formulation of Rules

It is agreed and understood that the Employer should have the right to revise and/or initiate work rules with respect to the conduct of its employees.

21.4 Grieving Work Rules

The Association or an employee(s) may grieve a work rule if:

- A. a lack of uniform application of work rule(s) exists; or

B. a work rule(s) conflict with conditions of this Agreement.

#### 21.5 Copy of Work Rules

A copy of the work rules outlined in this Article shall be available for review by employees at each program site.

### **ARTICLE 22. PROBATIONARY PERIOD**

#### 22.1 New Hire

- A. Every newly hired full-time, part-time and intermittent employees will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee is on active pay status with the Board.
- B. Probationary employees may be removed during their initial probationary period. Removal during probationary period is not appealable through the grievance process. Employees removed during the probationary period shall be notified by the Board of their reasons for said removal in writing.

#### 22.2 Length of Probationary Period

The length of the probationary period shall be as follows:

- All full-time employees – Four (4) calendar months from date of hire.
- All intermittent and part-time employees – Eight (8) calendar months from date of hire.

In its sole discretion, the Employer has the right to extend the probationary period of any employee up to an additional four (4) months.

#### 22.3 Promoted Employees

A newly promoted employee who has completed his required initial new hire probationary period, shall be required to serve one-half (½) of the probationary period of the position into which he is promoted. A promoted employee, who does not satisfactorily complete his probationary period, will be returned to the job description, title or position he held prior to the promotion.

#### 22.4 Temporary Positions

A full-time employee, hired from a temporary position, and having no break in service shall receive credit towards the probationary period for the time spent in the temporary position.

## ARTICLE 23. HOURS OF WORK

### 23.1 Establishment of Hours of Work

The purpose of this Article is to define the normal hours of work per week in effect at the time of the execution of this Agreement. Nothing contained therein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedule of employees, or establishing part-time positions. Whenever possible, the Employer will give at least seven (7) days advance notice to any employee affected by a change in the work schedule. This Article is intended to be used as a basis for computing overtime.

### 23.2 Standard Work Week

The standard work week for all employees under the terms of this Agreement shall be as follows (inclusive of a one-half (½) hour lunch period for those employees who do not work a split shift, i.e., Vehicle Operator II's, Vehicle Operator/Vehicle Operator Aides, and Vehicle Operator Aides).

<u>Classification</u>	<u>Scheduled Weekly Hours</u>
1. Food Service Worker	ten – fifteen (10-15) hours
2. Custodian, Part-Time	twenty-twenty-nine (20-29) hours
3. Vehicle Operator II	twenty-five (25) hours
Vehicle Operator/Vehicle Operator Aides	twenty-five (25) hours
Vehicle Operator Aides	twenty-five (25) hours
4. Custodian (Full-Time)	forty (40) hours
Custodian/Vehicle Operator	forty (40) hours
Maintenance Repair Worker	forty (40) hours
Secretary I and Clerical Specialist	thirty-seven and one-half (37½) hours
5. All others not listed in 1-6 above	thirty-five (35) hours
6. Intermittent	variable but no more than 29 hours unless placed in a long term or temporary position

### 23.3 Personal Service Assistants

A. Personal Service Assistants (“PSA’s”) shall be part-time employees and shall be scheduled to work no less than twenty (20) hours per week, nor more than twenty-four (24) hours per week, a minimum of four (4) hours per day only on those days Enrollees are in attendance, except for calamity days (the only exception to this requirement is that PSA’s will be required to attend the twelve (12) hours of in-service training per year the Board provides). PSAs will receive calamity day pay.

#### B. Responsibilities

The PSA’s will be responsible to perform the duties as per their job description, which may include the loading and unloading of Enrollees.

### 23.4 Documentation

Custodians and Personal Service Assistants will not be permitted to do Medicaid documentation.

## **ARTICLE 24. WORK YEAR**

24.1 The following shall make up the work year:

Full-time Seasonal Employees – At least one hundred seventy-eight (178) days, plus eleven (11) holidays, plus two (2) days Christmas recess.

Part-Time Seasonal Employees – At least one hundred seventy-eight (178) days

Full-Time Vehicle Operator and Vehicle Operator Aides – At least two hundred thirty (230) days, plus twelve (12) holidays, plus two (2) days Christmas recess.

Personal Service Assistant – The days Enrollees are in attendance, plus twelve (12) in-service hours, plus seven (7) holidays, plus two (2) days Christmas recess

Intermittent – Variable

All other classifications – At least two hundred forty-four (244) days, plus twelve (12) holidays, plus four (4) days Christmas recess.

### 24.2 Summer Work

A. Full-time seasonal employees may sign up for summer work. Said employee shall sign up to work “on call,” and/or for a summer route. Summer work shall mean June through August. Those employees who sign up for an additional summer route shall not be on call, but shall work the regular summer route schedule within available, scheduled routes.

B. Seniority shall be the basis for summer employment.

- C. Employees shall be paid their regular rate of pay.
- D. Intermittent Vehicle Operator/Vehicle Operator Aide and Intermittent Vehicle Operator Aide positions shall be used when the list of full-time seasonal employees is exhausted.
- E. Seasonal and intermittent employees will be placed on a list, by seniority, and called in rotation for substitute summer employment.

**ARTICLE 25. HOLIDAYS**

25.1 Paid Holidays

- A. All full-time employees covered by this Agreement shall be entitled to the following paid holidays:

New Years	1 <sup>st</sup> day of January
Martin Luther King Day	3 <sup>rd</sup> Monday of January
President's Day	3 <sup>rd</sup> Monday of February
Good Friday	Friday before Easter
Memorial Day	Day designated by the County Commissioners
Independence Day	4 <sup>th</sup> of July
Labor Day	1 <sup>st</sup> Monday of September
Columbus Day	2 <sup>nd</sup> Monday of October
Veteran's Day	11 <sup>th</sup> day of November
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day after Thanksgiving	
Christmas Day	25 <sup>th</sup> day of December

- B. Personal Service Assistants shall be entitled to the following seven (7) paid holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Day after Thanksgiving	

25.2 Entitlement to Holiday Pay

Full-time employees must be in active pay status on the scheduled day before the holiday and on the day after the holiday, as defined in Section 25.1 above, to be entitled to the holiday pay. Any intermittent who is on a long term rotation and works the day before and after a holiday shall be given holiday pay.

25.3 Scheduled to Work on a Holiday

Employees who are scheduled to work on a designated holiday, specified in Section 25.1 of this Article, are entitled to receive compensation at the rate of one and one-half (1½) times his regular rate of pay, in addition to his regular holiday pay. Time worked, however, on one of the recognized holidays and compensated for at the premium rate of pay shall not be considered time worked for the purpose of calculating overtime.

25.4 Weekend Holidays

In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. In any event, if the aforementioned holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

25.5 Employees on Unpaid Leave

Employees who are on unpaid leaves of absence are not entitled to holiday pay.

**ARTICLE 26. DAMAGE TO EMPLOYEE'S PROPERTY**

In the event an employee's corrective lenses or personal property are damaged by a program Enrollee, a Damage to Employee's Property report form (Appendix E) shall be filed with the employee's immediate supervisor. Within ten (10) days of filing said form, the employee shall provide to the Superintendent a cost estimate for replacement of the damaged goods. The Superintendent shall submit both the form and estimate to the Board at the next regularly-scheduled Board meeting. The Board, upon verification of said claim, shall reimburse employees for actual cost of damage to corrective lenses and frames, dental wear (bridges, crowns, braces, and dentures) and hearing aids. The maximum reimbursement to an employee in a one year period shall be five hundred dollars (\$500.00).

**ARTICLE 27. CALAMITY DAY PROCEDURE**

27.1 Definition of Calamity Day

A calamity day shall be defined as a regularly scheduled program operational day that is canceled due to a calamity as determined by the Superintendent.

27.2 Calamity Day Announcement

All announcements concerning closings will be made as early as possible in the morning on local radio stations (usually prior to 7:00 a.m.).

27.3 Calamity Day Pay

If an employee is called to work on a day classified as a calamity day as defined in Article 27.1 of the Agreement, compensation shall be at one (1) times the employee's regular rate of pay for all hours worked on said call-in plus the employee shall receive his regular day wages.

27.4 Reporting on Calamity Day

The remaining employees shall not report to work unless otherwise notified by their immediate supervisor.

27.5 Leave of Absence/Calamity Day

Employees who are on an extended leave of absence, including without limitation an extended sick leave, when a calamity day is declared will not receive calamity day pay.

27.6 Reinstatement of Leave

Employees who are scheduled for a personal leave day, sick leave day or a vacation day on a day declared a calamity day will have that leave day reinstated charged. [Those reinstatements will not be made when only a portion of a day is declared a calamity day (such as early dismissal)].

27.7 Early Closings

When a calamity day forces the closing of a facility prior to the regular closing time, employees currently on the job will remain on the job until dismissed by the Superintendent. Such dismissal time will not exceed more than one-half (½) hour beyond the departure of the last agency bus as determined by the Board.

27.8 Make-Up of Calamity Days

Seasonal employees who elect to be paid over nine (9) months shall be paid for those calamity days which are required to be made-up by the Board. Seasonal employees who elect to be paid over twelve (12) months shall not be paid for calamity days because it is already calculated into their pay.

**ARTICLE 28. BARGAINING UNIT SUPERVISION**

No employee shall be responsible for supervising another bargaining unit employee.

**ARTICLE 29. MILEAGE**

When an employee is required to travel while doing Board-assigned and Board-approved business, the employee shall receive mileage reimbursement which shall be based upon the I.R.S. determined rate, which is in effect as of July 1 of each year.



## **ARTICLE 30. FIELD TRIPS**

### **30.1 Field Trip Meetings**

There shall be a meeting each Thursday morning immediately after the bus routes are completed. Any driver wishing to take a field trip for the next week may attend this meeting. Those employees attending this meeting shall not be compensated for the time spent in attendance.

### **30.2 Field Trip Rotation**

The field trips shall be listed at the meeting established in Section 30.1. The drivers in attendance shall select the field trip they wish to drive. The selection shall be made according to seniority, the most senior going first until all trips are selected. At the next weekly meeting, selection will begin with the next employee on the seniority list and continue in rotation. Of those employees in attendance, those selecting shall sign for acceptance of said field trip.

### **30.3 Field Trips Returned**

Two (2) field trips returned by an employee in a six (6) month period shall cause that employee to be out of the selection process for the remainder of the six (6) months.

### **30.4 Field Trip Cancellation**

If any field trip is cancelled by the Employer within twenty-four (24) hours of departure, the employee will be credited with two (2) hours of pay at the employee's regular rate of pay.

### **30.5 Field Trips Not Selected**

If all field trips are not selected, the Employer may then allow intermittent employees to drive for the trip.

### **30.6 Failure to Accept Field Trip**

Any assignment unable to be fulfilled by the employee accepting said assignment, shall be filled by the Employer, with the Employer having sole discretion on filling said trip.

### **30.7 Vehicle Operator Aides on Field Trips**

When an Enrollee is determined to be a safety risk, the administration will make the decision regarding when a vehicle operator aide is to accompany assigned employee(s) on a field trip.

## **ARTICLE 31. COMMUNITY EDUCATION PROGRAM (“CEP”)**

### 31.1 Definition

The CEP is an educational program where the Board transports students in a Board-owned van (maximum of six (6) students) to outings (i.e., visits to farms, retail outlets, government buildings, banks, grocery stores, etc.).

### 31.2 Scheduling

The Employer will establish a written schedule of dates on which the CEP will be held. This schedule will be provided to the Association President or his designee during the month preceding the month the schedule is in effect. However, this shall not be provided with less than a ten (10) work day notice prior to the first scheduled program day of the month. Bus drivers will be notified at least three (3) calendar days in advance of any cancellations or changes in the schedule. If a driver, who is scheduled to transport students on one of these program dates does not receive this three (3) day required notice, the driver will receive two (2) hours of pay at his CEP pay rate.

### 31.3 Volunteer Drivers

Bus drivers shall have the opportunity to sign-up as drivers in the CEP for three (3) time periods each year. The three (3) time periods shall be:

- A February – June
- B June for the summer session
- C August – January

A sign-up sheet will be available at least ten (10) calendar days prior to each of the three (3) time periods so that drivers have ample time to volunteer to drive. Such sign-up sheet will be posted for at least five (5) calendar days. Once the sign-up sheet is removed by the Employer, no more volunteers will be permitted for that specific time period. Drivers will be assigned from the sign-up sheet according to seniority and rotated, if necessary, during each time period. Any driver refusing two (2) assignments during any time period schedule shall have his name removed from the volunteer list for that sign-up time period.

### 31.4 Scheduling Conflicts

If a scheduling conflict arises where a bus driver is scheduled to drive for the CEP and a field trip on the same day, the driver shall have the option to choose which assignment he will work. The driver must notify the Employer within twenty-four (24) hours after it is apparent that a conflict exists. If a driver chooses the field trip over the CEP, refuses an assignment to the CEP or is unable to drive for the CEP on his assigned day due to illness or injury, the Employer has the right to acquire a substitute for such absence while leaving the CEP driving schedule intact.

31.5 Compensation

- A. Bus drivers in the CEP shall be compensated at a rate of \$10.75 per hour.
- B. Any bus driver who exceeds eight (8) hours of work per day or forty (40) hours of work per week due to service in the CEP shall have overtime pay calculated on the CEP hourly rate.

**ARTICLE 32. NO STRIKE/NO LOCK OUT**

- 32.1 The Employer and the Association recognize that a strike would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances. The Parties, therefore, agree a "strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in wages, hours, and other terms and conditions of employment.
- 32.2 An employee(s) who violates Article 32.1 above, is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall be subject to the grievance procedure contained herein.
- 32.3 Should any violation of Article 32.1 above occur, the Association shall cooperate fully and completely with the Board to bring an immediate end to such violation.

During the term of this Agreement, the Employer shall not cause, permit or engage in any lock out of its employees, unless those employees have violated Article 32.1 above.

**ARTICLE 33. INSURANCES**

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical effective January 1, 2017

- A. The Board shall provide all full-time employees with health insurance coverage as laid out herein. To be enrolled in the plan, eligible employees shall assume a monthly employee contribution of ten percent (10%) of the cost of the health insurance premium to the Board capped at One Hundred Forty-Five Dollars (\$145.00) per month for family coverage and Forty-Five Dollars (\$45.00) per month for single coverage. The Board will bear the difference between the plan cost and employee contribution. (Personal Service Assistants (PSA) shall not be

eligible for any Board provided benefits (i.e. hospitalization, major medical, surgical, prescription drugs, dental, optical or term life insurance).

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County EOA office representative.

D. Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

## LIFE INSURANCE

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$23,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

## DENTAL INSURANCE (effective January 1, 2017 through the COG)

The Board shall provide dental coverage and pay 100% of the premium.

## SECTION 125 TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125. (This section effective only upon approval of the Columbiana County Auditor.)

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

## VISION (effective January 1, 2017 through the COG)

The Board shall purchase through a carrier licenses by the State of Ohio, employee and family Vision Insurance. The full cost of this program and any increases thereof, shall be paid by the Board.

PREMIUM HOLIDAY: If the employer received a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

SPOUSAL COVERAGE: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

SAME SEX MARRIAGE: If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

When both spouses are Board employees, only one policy will be provided and double coverage will not be permitted.

## INSURANCE WHILE ON DISABILITY LEAVE

Employees on a disability leave, as defined in Article 8.9(A), shall retain Employer paid hospitalization for the month following the month in which disability leave began.

## COPIES OF PLAN

Upon request, and within one (1) week of the request, the Board will provide to the Association one (1) copy of each signed contract entered into between the Board and the insurance carrier(s) which shall provide the benefits specified in this Agreement. If the Board changes insurance carrier(s), the Board shall, upon request, provide to the Association a complete copy of the new plan(s) outlining in detail the specifications of coverage to be provided by the new carrier(s). Upon request, and within one (1) week of the request, the Association shall be provided a copy of any agreement between the Board and any agency to administer the insurance programs.

## LAPSE IN COVERAGE

An employee who experiences a lapse in coverage due to a leave of absence, unpaid leave, disability leave, or workers compensation leave is eligible for insurance coverage on the first of the month after the date on which the employee returns to work.

## NEW EMPLOYEES

New full-time employees are eligible for insurance on the first day of the month after a thirty (30) day waiting period.

## **ARTICLE 34. VACATION ACCRUAL**

### 34.1 Vacation Accrual

A. All employees (except for seasonal employees and intermittents) covered by this Agreement, shall be entitled to vacation pay after one (1) year of continuous service with the Board.

B. Such vacation leave shall be accrued at the rate listed below. Employees scheduled less than eighty (80) hours shall have the accrued rate prorated.

C. Length of Service

Less than 6 years	3.1 hrs./80 hrs.
6 yrs. but less than 12 yrs.	4.6 hrs./80 hrs.
12 yrs. but less than 18 yrs.	6.2 hrs./80 hrs.
18 yrs. and above	7.7 hrs./80 hrs.

## 34.2 Vacation Earned

No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Board. Although an employee begins accrual of vacation leave at the date of hire, the leave is not considered earned until after the completion of one year of service with the Board. Therefore, if an employee should terminate or be terminated from his employment with the Board prior to completion of one year of service, that employee would not be eligible for payment in lieu of vacation leave that is unused.

## 34.3 Personal Service Assistants

Personal Service Assistants shall earn paid vacation time at the rate of three and one-tenth (3.1) hours per eighty (80) hours actually worked or when they are in Active Pay Status. The first twenty (20) hours [five (5) days] of paid vacation time must be taken on days when Enrollees are not scheduled to be in attendance. Any additional paid vacation time [in excess of twenty (20) hours] may be taken at times when Enrollees are scheduled to be in attendance and shall be provided in accordance with the requirements set forth in this Article.

## 34.4 Vacation Computation

Vacation time will be computed from the date of hire of each employee.

## 34.5 Vacation Requests

- A. The Board shall require that all vacation requests be made in writing and filed with the Employer by April 1 of each year. The Board will post the vacation schedule within thirty (30) days of April 1 of each year.
  1. Any other vacation requests, which are not filed by April 1 of the year, shall be submitted to the employee's supervisor in writing. The supervisor shall approve or deny the vacation request within three working days.
  2. An employee wishing to submit his vacation request after the April 1 date shall attempt to submit the vacation request in writing at least three working days prior to the requested vacation starting date. The three (3) day advance notice can be waived by the Employer in certain, meritorious circumstances.
  3. An employee who is at work may request vacation time for the last half hour of that work day if there are no Enrollees in attendance and no employee activities have been planned by the administration. This request shall be in writing but a verbal request can be accepted if a written request is not feasible. Any approval received for a verbal vacation request must be requested in writing by the employee on his next working day.

- B. When vacation requests create a conflict between two (2) or more employees, the Employer shall give first preference, by seniority, to those who requested vacation prior to April 1. Requests after April 1 shall be scheduled on a "first come-first served" basis for the unscheduled and available days remaining.
- C. The Employer shall have the right to deny vacation requests if not applied for appropriately.

34.6 Vacation Changes

- A. An employee wishing to change his previously scheduled vacation after the posting date of the vacation schedule by the Board, shall attempt to give the Supervisor three (3) working days written notice of the requested change. The supervisor shall approve or deny the requested change within twenty-four (24) hours.
- B. The three (3) day advance notice can be waived by the Employer, in certain, meritorious circumstances. All changes to the schedule shall be made on a "first come-first served" basis for the unscheduled and available days remaining.
- C. After April 1, vacation requests shall be granted on a first come-first served basis. Should two or more requests be remitted at the same time, seniority shall be the ruling factor. Application for vacation shall be dated by the supervisor or designee.

34.7 Vacation Increments

Vacations shall be taken in minimum increments of one-half (½) hour.

34.8 Vacation Death Benefit

In case of the death of a bargaining unit employee, the unused vacation leave credit of any employee shall be paid to the employee's spouse or to their estate in accordance with statutory requirements.

34.9 Vacation Carryover

Vacation leave is to be taken within twelve (12) months following the employee's anniversary date. An employee may be permitted to carry over accumulated vacation leave for up to three (3) years upon approval by the Superintendent. No vacation leave shall be carried over for more than three (3) years. All requests for carry over shall be submitted in writing to the Employer.

34.10 Vacation Pay

Vacation pay shall be based on the employee's regular rate of pay, when the employee takes his vacation.



34.11 Reporting Vacation Accrual

Usage and accrual shall be provided monthly, in writing, in the pay envelope with the employee's pay check.

34.12 Vacation at Separation

When an employee is separated from employment for any reason, he shall be given all of his vacation pay. Laid off employees shall be given the choice of being issued vacation pay.

**ARTICLE 35. SEVERANCE PAY**

35.1 Severance Eligibility

An employee who has completed five (5) or more years of continuous service with the Board shall be eligible to receive, at the time of retirement or separation from the Board, a cash payment for accumulated but unused sick leave.

35.2 Retirement Severance

On or before March 31, 2017, an employee who retires from active service with the Board, and does so retire in accordance with the rules and regulations of PERS, may elect to be paid in cash for seventy-five percent (75%) of the value of his earned but unused sick leave credit, up to a maximum of one hundred fifty (150) days. Such payment shall be based on the employee's rate of pay at the time of retirement.

Effective April 1, 2017, an employee who retires from active service with the Board, and does so retire in accordance with the rules and regulations of PERS, may elect to be paid in cash for seventy-five percent (75%) of the value of his earned but unused sick leave credit, up to a maximum of ninety (90) days. Such payment shall be based on the employee's rate of pay at the time of retirement.

35.3 Separation Severance

An employee, at the time of separation from the Board, may elect to be paid cash for thirty-five (35%) of the value of his earned but unused sick leave credit, up to a maximum of seventy-five (75) days. Such payment shall be based on the employee's rate of pay at the time of separation.

35.4 Notification of Separation/Retirement

An employee separating or retiring must give written notice, of his intent to cash in their sick leave credit, at least twenty-one (21) calendar days in advance of his separation or retirement.

35.5 Transfer of Sick Leave Credit

In lieu of the cash payment, the employee may transfer all accrued but unused sick leave to an agency that will receive and credit the employee's accumulated sick leave.

35.6 Elimination of Sick Leave Credit

Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

35.7 Retirement Incentive

Employees who retire on or before March 31, 2017 shall be paid One Thousand Five Hundred Dollars (\$1,500).

**ARTICLE 36. SALARY**

36.1 All employees will be paid through direct (electronic) deposit. During the term of this Agreement, all employees will receive the following pay increase on the base of the current hourly salary schedule. The increase is to be divided equally among each pay, as follows:

2017 – 3.75% (PSAs will receive the 2017 increase effective February 1, 2017.)

2018 – 1%

2019 – .5%

A lump sum signing bonus, not on the base, of Three Hundred Dollars (\$300) will be paid to all employees payable on or before the first pay in February, 2017.

36.2 Salary Schedules and Indexes for A and B

A. The Base salary at 1.0 on the Indexes A and B shall be \$34,650.66 effective January 1, 2017.

B. Salary Schedule Guide for Indexes A and B

1. Each figure on the Index A and B are a percentage of 1.00.

2. Steps 0-12 are experience increments for each year of credited experience.

C. Pay Periods

Each employee paid on the Index A and B shall be paid in twenty-six (26) equal pays. Each employee's pay check shall be presented in an envelope. The envelope shall remain the employee's property.

D. Overtime or Deductions Calculated

For additional hours worked or for deductions, employees paid on Index A and B shall have their salary divided by the number of weekdays in that calendar year and that number divided by the number of daily regularly scheduled hours.

E. Index A

REGISTERED WORKSHOP				
Step	WS Specialist II Initial 5 year	WS Specialist II 5 Year Renewal Prov	Specialist II Prof (Not Available)	Nurse REG WS II/Nurse Sub
0	.72	.74	.76	.80
1	.755	.775	.795	.8325
2	.79	.81	.83	.865
3	.825	.845	.865	.8975
4	.86	.88	.90	.93
5	.895	.915	.935	.9625
6	.92	.95	.97	.995
7		.985	1.005	1.0275
8		1.02	1.04	1.06
9		1.055	1.075	1.0925
10		1.09	1.11	1.13
11		1.125	1.145	1.1575
12		1.16	1.18	1.19

F. Salary Schedules for Index A

<b>Registered Workshop</b>		<b>Effective January 1, 2017*</b>			
<b>INDEX - A</b>	<b>\$34,650.66</b>	<b>Base</b>			
STEP	Specialist II Initial 5 Year	Specialist II 5-Year Renewal Prov	Specialist II Not Available Prof	Nurse REG. WS II/ Nurse Sub	
0	24,948.48	25,641.49	26,334.50	27,720.53	
1	26,161.25	26,854.26	27,547.28	28,846.68	
2	27,374.02	28,067.04	28,760.05	29,972.82	
3	28,586.80	29,279.81	29,972.82	31,098.97	
4	29,799.57	30,492.58	31,185.60	32,225.12	
5	31,012.34	31,705.36	32,398.37	33,351.26	
6	31,878.61	32,918.13	33,611.14	34,477.41	
7		34,130.90	34,823.92	35,603.56	
8		35,343.68	36,036.69	36,729.70	
9		36,556.45	37,249.46	37,855.85	
10		37,769.22	38,462.24	38,982.00	
11		38,982.00	39,675.01	40,108.14	
12		40,194.77	40,887.78	41,234.29	

<b>Registered Workshop</b>		<b>Effective January 1, 2018*</b>			
<b>INDEX - A</b>	<b>\$34,997.17</b>	<b>Base</b>			
STEP	Specialist II Initial 5 Year	Specialist II 5-Year Renewal Prov	Specialist II Not Available Prof	Nurse REG. WS II/ Nurse Sub	
0	25,197.96	25,897.90	26,597.85	27,997.73	
1	26,422.86	27,122.80	27,822.75	29,135.14	
2	27,647.76	28,347.70	29,047.65	30,272.55	
3	28,872.66	29,572.61	30,272.55	31,409.96	
4	30,097.56	30,797.51	31,497.45	32,547.36	
5	31,322.46	32,022.41	32,722.35	33,684.77	
6	32,197.39	33,247.31	33,947.25	34,822.18	
7		34,472.21	35,172.15	35,959.59	
8		35,697.11	36,397.05	37,097.00	
9		36,922.01	37,621.95	38,234.40	
10		38,146.91	38,846.85	39,371.81	
11		39,371.81	40,071.76	40,509.22	
12		40,596.71	41,296.66	41,646.63	

**Registered Workshop**  
**INDEX - A \$35,172.16 Base**

**Effective January 1, 2019\***

STEP	Specialist II	Specialist II	Specialist II	Nurse
	Initial 5 Year	5-Year Renewal Prov	Not Available Prof	REG. WS II/ Nurse Sub
0	<b>25,323.95</b>	<b>26,027.40</b>	<b>26,730.84</b>	<b>28,137.72</b>
1	<b>26,554.98</b>	<b>27,258.42</b>	<b>27,961.86</b>	<b>29,280.82</b>
2	<b>27,786.00</b>	<b>28,489.45</b>	<b>29,192.89</b>	<b>30,423.91</b>
3	<b>29,017.03</b>	<b>29,720.47</b>	<b>30,423.91</b>	<b>31,567.01</b>
4	<b>30,248.05</b>	<b>30,951.50</b>	<b>31,654.94</b>	<b>32,710.10</b>
5	<b>31,479.08</b>	<b>32,182.52</b>	<b>32,885.97</b>	<b>33,853.20</b>
6	<b>32,358.38</b>	<b>33,413.55</b>	<b>34,116.99</b>	<b>34,996.30</b>
7		<b>34,644.57</b>	<b>35,348.02</b>	<b>36,139.39</b>
8		<b>35,875.60</b>	<b>36,579.04</b>	<b>37,282.49</b>
9		<b>37,106.62</b>	<b>37,810.07</b>	<b>38,425.58</b>
10		<b>38,337.65</b>	<b>39,041.09</b>	<b>39,568.68</b>
11		<b>39,568.68</b>	<b>40,272.12</b>	<b>40,711.77</b>
12		<b>40,799.70</b>	<b>41,503.14</b>	<b>41,854.87</b>

\*All workshop II and/or nurses hired before January 1, 2014 are subject to these indices.

**Registered Workshop**  
**INDEX - A \$34,650.66 Base**

**Effective January 1, 2017\*\***

STEP	Specialist II	Specialist II
	Initial 5 Year	5 Year renewal Prov
0	<b>24,948.48</b>	<b>25,641.49</b>
1	<b>26,161.25</b>	<b>26,854.26</b>
2	<b>27,374.02</b>	<b>28,067.04</b>
3	<b>28,586.80</b>	<b>29,279.81</b>
4	<b>29,799.57</b>	<b>30,492.58</b>
5	<b>31,012.34</b>	<b>31,705.36</b>
6	<b>31,878.61</b>	<b>32,918.13</b>

**Registered Workshop**  
**INDEX - A \$34,997.17 Base**

**Effective January 1, 2018\*\***

STEP	Specialist II Initial 5 Year	Specialist II 5 Year renewal Prov	Nurse REG. WS II/ Nurse Sub
0	<b>25,197.96</b>	<b>25,897.90</b>	<b>27,997.73</b>
1	<b>26,422.86</b>	<b>27,122.80</b>	<b>29,135.14</b>
2	<b>27,647.76</b>	<b>28,347.70</b>	<b>30,272.55</b>
3	<b>28,872.66</b>	<b>29,572.61</b>	<b>31,409.96</b>
4	<b>30,097.56</b>	<b>30,797.51</b>	<b>32,547.36</b>
5	<b>31,322.46</b>	<b>32,022.41</b>	<b>33,684.77</b>
6	<b>32,197.39</b>	<b>33,247.31</b>	<b>34,822.18</b>

**Registered Workshop**  
**INDEX - A \$35,172.16 Base**

**Effective January 1, 2019\*\***

STEP	Specialist II Initial 5 Year	Specialist II 5 Year renewal Prov	Nurse REG. WS II/ Nurse Sub
0	<b>25,323.95</b>	<b>26,027.40</b>	<b>28,137.72</b>
1	<b>26,554.98</b>	<b>27,258.42</b>	<b>29,280.82</b>
2	<b>27,786.00</b>	<b>28,489.45</b>	<b>30,423.91</b>
3	<b>29,017.03</b>	<b>29,720.47</b>	<b>31,567.01</b>
4	<b>30,248.05</b>	<b>30,951.50</b>	<b>32,710.10</b>
5	<b>31,479.08</b>	<b>32,182.52</b>	<b>33,853.20</b>
6	<b>32,358.38</b>	<b>33,413.55</b>	<b>34,996.30</b>

\*\* All workshop II and/or nurses hired on or after January 1, 2014, and/or all employees transferred or promoted to a workshop II or nurse position on or after January 1, 2014 shall be subject to these indices.

H. Index B.

CERTIFIED EMPLOYEES							
Step	35hr/wk Initial 5 Year	35hr/wk 5 Year Renewal Prov	35hr/wk Prof (Not Available)	35hr/wk MA (Not Available)	40 hr/wk Initial 5 Year	40 hr/wk 5 Year Renewal Prov	40 hr/wk Prof (Not Available)
0	.99	1.01	1.03	1.08	1.05	1.07	1.09
1	1.03	1.05	1.07	1.12	1.09	1.11	1.13
2	1.07	1.09	1.11	1.16	1.13	1.15	1.17
3	1.11	1.13	1.15	1.20	1.17	1.19	1.21
4	1.15	1.17	1.19	1.24	1.21	1.23	1.25
5	1.19	1.21	1.23	1.28	1.25	1.27	1.29
6	1.23	1.25	1.27	1.32	1.29	1.31	1.33
7		1.29	1.31	1.36		1.35	1.37
8		1.33	1.35	1.40		1.39	1.41
9		1.37	1.39	1.44		1.43	1.45
10		1.41	1.43	1.48		1.47	1.49
11		1.45	1.47	1.52		1.51	1.53
12		1.49	1.51	1.56		1.55	1.57

I. Salary Schedules for Index B

**Certified Staff**

**Effective January 1, 2017\***

**INDEX - \$34,650.66 Base**

STEP	35 hr/wk Initial 5 Year	35 hr/wk 5-Year Renewal Prov	40 hr/wk Initial 5 Year	40 hr/wk 5-Year Renewal Prov
0	34304.16	34997.17	36383.20	37076.21
1	35690.18	36383.20	37769.22	38462.24
2	37076.21	37769.22	39155.25	39848.26
3	38462.24	39155.25	40541.28	41234.29
4	39848.26	40541.28	41927.30	42620.32
5	41234.29	41927.30	43313.33	44006.34
6	42620.32	43313.33	44699.36	45392.37
7		44699.36		46778.40
8		46085.38		48164.42
9		47471.41		49550.45
10		48857.44		50936.48
11		50243.46		52322.50
12		51629.49		53708.53

**Certified Staff**

**Effective January 1, 2018\***

**INDEX - \$34,997.17 Base**

STEP	35 hr/wk Initial 5 Year	35 hr/wk 5-Year Renewal Prov	40 hr/wk Initial 5 Year	40 hr/wk 5-Year Renewal Prov
	0	34647.19	35347.14	36747.02
1	36047.08	36747.02	38146.91	38846.85
2	37446.97	38146.91	39546.80	40246.74
3	38846.85	39546.80	40946.68	41646.63
4	40246.74	40946.68	42346.57	43046.51
5	41646.63	42346.57	43746.46	44446.40
6	43046.51	43746.46	45146.34	45846.29
7		45146.34		47246.17
8		46546.23		48646.06
9		47946.12		50045.95
10		49346.00		51445.83
11		50745.89		52845.72
12		52145.78		54245.61

**Certified Staff**

**Effective January 1, 2019\***

**INDEX - \$35,172.16 Base**

STEP	35 hr/wk Initial 5 Year	35 hr/wk 5-Year Renewal Prov	40 hr/wk Initial 5 Year	40 hr/wk 5-Year Renewal Prov
	0	34820.43	35523.88	36930.76
1	36227.32	36930.76	38337.65	39041.09
2	37634.21	38337.65	39744.54	40447.98
3	39041.09	39744.54	41151.42	41854.87
4	40447.98	41151.42	42558.31	43261.75
5	41854.87	42558.31	43965.19	44668.64
6	43261.75	43965.19	45372.08	46075.52
7		45372.08		47482.41
8		46778.97		48889.30
9		48185.85		50296.18
10		49592.74		51703.07
11		50999.63		53109.96
12		52406.51		54516.84

\*Employees hired before January 1, 2014 are subject to these indices.



**Certified Staff****Effective January 1, 2017\*\*****INDEX - \$34,650.66 Base**

STEP	35 hr/wk Initial 5 Year	35 hr/wk 5 Year renewal Prov	40 hr/wk Initial 5 Year	40 hr/wk 5 Year renewal Prov
	0	34,304.16	34,997.17	36,383.20
1	35,690.18	36,383.20	37,769.22	38,462.24
2	37,076.21	37,769.22	39,155.25	39,848.26
3	38,462.24	39,155.25	40,541.28	41,234.29
4	39,848.26	40,541.28	41,927.30	42,620.32
5	41,234.29	41,927.30	43,313.33	44,006.34
6	42,620.32	43,313.33	44,699.36	45,392.37

**Certified Staff****Effective January 1, 2018\*\*****INDEX - \$34,997.17 Base**

STEP	35 hr/wk Initial 5 Year	35 hr/wk 5 Year renewal Prov	40 hr/wk Initial 5 Year	40 hr/wk 5 Year renewal Prov
	0	34,647.19	35,347.14	36,747.02
1	36,047.08	36,747.02	38,146.91	38,846.85
2	37,446.97	38,146.91	39,546.80	40,246.74
3	38,846.85	39,546.80	40,946.68	41,646.63
4	40,246.74	40,946.68	42,346.57	43,046.51
5	41,646.63	42,346.57	43,746.46	44,446.40
6	43,046.51	43,746.46	45,146.34	45,846.29

**Certified Staff**

**Effective January 1, 2019\*\***

**INDEX - \$35,172.16 Base**

STEP	35 hr/wk	35 hr/wk	40 hr/wk	40 hr/wk
	Initial 5 Year	5 Year renewal Prov	Initial 5 Year	5 Year renewal Prov
0	34,820.43	35,523.88	36,930.76	37,634.21
1	36,227.32	36,930.76	38,337.65	39,041.09
2	37,634.21	38,337.65	39,744.54	40,447.98
3	39,041.09	39,744.54	41,151.42	41,854.87
4	40,447.98	41,151.42	42,558.31	43,261.75
5	41,854.87	42,558.31	43,965.19	44,668.64
6	43,261.75	43,965.19	45,372.08	46,075.52

\*\*All certificated employees hired on or after January 1, 2014, and all employees transferred or promoted to a certificated position on or after January 1, 2014, are subject to these indices.

**36.3 Salary Schedules and Indices for Index C**

**A. Salary Schedule Guide for Index C**

Steps 0-5 are experience increments for each year of credited experience. Workshop Specialist II Intermittents shall work 1,708 hours before they are moved on the experience step. Vehicle Operator Aide Intermittents shall work 1,220 hours before they are moved on the experience steps.

B. An employee in the job description of custodian/vehicle operator shall be paid the hourly rate for custodian when they are doing custodial work. They shall be paid an additional one dollar and fifty cents (\$1.50) per hour, to the quarter hour, for all time spent driving a truck.

C. Each employee paid on Index B shall be paid in twenty-six (26) equal pays. Seasonal employees shall have the option of twenty (20) or twenty-six (26) equal pays.

D. For additional hours worked or for deductions, employees paid on Index B shall have the computations made on their hourly rate.

E. Index C

STEP	Intermittent	Food Service	VO Aide	Custodian	Vehicle Operator	Clerical Specialist	Secretary
0	0.79	0.62	0.80	0.90	1.00	0.90	0.95
1	0.79	0.64	0.84	0.94	1.06	0.96	1.05
2	0.83	0.66	0.88	0.98	1.12	1.02	1.15
3	0.83	0.68	0.92	1.02	1.18	1.08	1.25
4		0.71	0.96	1.06	1.24	1.14	1.35
5			1.00	1.10	1.30	1.20	1.45
6			1.03	1.13	1.33	1.23	1.48
7						1.30	

F. Salary Schedules for Index C

Effective January 1, 2017

INDEX B - \$12.52 Base

STEP	Intermittent	Food Service	One on One	Welfare Aide	Custodian	Vehicle Operator	Clerical Specialist	Secretary
0	9.89	7.76	Minimum	10.01	11.27	12.52	11.27	11.89
1	9.89	8.01	Wage	10.52	11.77	13.27	12.01	13.15
2	10.39	8.26		11.02	12.27	14.02	12.77	14.40
3	10.39	8.52		11.52	12.77	14.77	13.52	15.65
4		8.89		12.01	13.27	15.52	14.28	16.90
5				12.52	13.77	16.28	15.02	18.16
6				12.90	14.15	16.65	15.40	18.53
7							16.28	

Effective January 1, 2018

INDEX B - \$12.65 Base

STEP	Intermittent	Food Service	One on One	Welfare Aide	Custodian	Vehicle Operator	Clerical Specialist	Secretary
0	9.99	7.84	Minimum	10.12	11.38	12.65	11.38	12.01
1	9.99	8.09	Wage	10.62	11.89	13.40	12.14	13.28
2	10.50	8.35		11.13	12.39	14.16	12.90	14.54
3	10.50	8.60		11.63	12.90	14.92	13.66	15.81
4		8.98		12.14	13.40	15.68	14.42	17.07
5				12.65	13.91	16.44	15.17	18.34
6				13.02	14.29	16.82	15.55	18.71
7							16.44	

Effective January 1, 2019

INDEX B - \$12.71 Base

STEP	Intermittent	Food Service	One on One	Welfare Aide	Custodian	Vehicle Operator	Clerical Specialist	Secretary
0	10.04	7.88	Minimum	10.17	11.44	12.71	11.44	12.08
1	10.04	8.14	Wage	10.68	11.95	13.48	12.20	13.35
2	10.55	8.39		11.19	12.46	14.24	12.97	14.62
3	10.55	8.65		11.70	12.97	15.00	13.73	15.89
4		9.03		12.20	13.48	15.76	14.49	17.16
5				12.71	13.98	16.53	15.26	18.43
6				13.09	14.37	16.91	15.64	18.82
7							16.53	

36.4 Personal Service Assistants shall be paid in accordance with the following Pay Schedule:

Step                      Hourly Rate – Effective February 1, 2017\*

Index B - \$12.52 Base

1	\$13.67
2	\$14.24
3	\$14.81

Step                      Hourly Rate – Effective January 1, 2018\*

Index B - \$12.65 Base

1	\$13.81
2	\$14.38
3	\$14.96

Step                      Hourly Rate – Effective January 1, 2019\*

Index B - \$12.71 Base

1	\$13.88
2	\$14.45
3	\$15.04

\*All PSAs hired before January 1, 2014 are subject to this index and frozen at their current step.

Step                      Hourly Rate – Effective February 1, 2017\*\*

Index B - \$12.52 Base

1	\$12.45
2	\$12.71
3	\$12.97

Step                      Hourly Rate – Effective January 1, 2018\*\*

Index B - \$12.65 Base

1	\$12.57
2	\$12.84
3	\$13.10

Step                      Hourly Rate – Effective January 1, 2019\*\*

Index B - \$12.71 Base

1	\$12.63
2	\$12.90
3	\$13.17

\*\*All PSAs hired on or after January 1, 2014, and all employees transferred or promoted to a PSA position on or after January 1, 2014 are subject to this index.

- A. Steps 0-2 are experience increments for each year of credited experience. All Personal Service Assistants are placed on Step 0 for their first year in such position regardless of their experience in other job classifications with the Board.
- B. Each Personal Service Assistant is eligible to receive one (1) additional day's pay (bonus) (4 hours) for every month he completes with perfect attendance. Such additional pay shall be provided in the second pay of the month, following a month of perfect attendance.
- C. Each Personal Service Assistant will be paid in twenty-six (26) equal pays (excluding bonus pay).

36.5 The position of Maintenance Repair Worker shall be paid on the following hourly rate schedule:

Step Hourly Rate – Effective January 1, 2017

		Effective January 1, 2017	
		INDEX B	\$12.52 Base
		<hr/>	
	Maintenance		
STEP	Repair		
	Worker	<hr/>	
0	14.72		
1	15.22		
2	15.73		
3	16.21		
4	16.71		
5	17.20		
6	17.70		

		Effective January 1, 2018	
		INDEX B	\$12.65 Base
		<hr/>	
	Maintenance		
STEP	Repair		
	Worker	<hr/>	
0	14.87		
1	15.38		
2	15.88		
3	16.38		
4	16.88		
5	17.37		
6	17.88		

		Effective January 1, 2019	
		INDEX B	\$12.71 Base
		<hr/>	
	Maintenance		
STEP	Repair		
	Worker	<hr/>	
0	14.95		
1	15.46		
2	15.97		
3	16.46		
4	16.97		
5	17.47		
6	17.98		

Each Maintenance Repair Worker will be paid in twenty-six (26) equal pays (excluding bonus pay).

### **ARTICLE 37. WORKING CONDITIONS**

#### 37.1 Accessibility of Forms

All forms including leave forms, worker's compensation, incident report, health and safety, and financial reimbursement forms shall be available to all employees in a readily accessible location. An area shall be designated for the return of forms filled out by employees.

#### 37.2 Delegated Nursing

All Habilitation Specialist IIs will be required to serve as delegated nurses.

#### 37.3 Habilitation Specialists Providing Community Integration Programs

- A. A Habilitation Specialist II, who volunteers, may be assigned to transport consumers. If an adequate number of Habilitation Specialist II's do not volunteer, then Habilitation Specialist II's may be assigned. Any Habilitation Specialist II's transporting Enrollees will be offered first aid and CPR training and van driver training at Board expense.
- B. Habilitation Specialist II's will be covered under the Board's fleet insurance while transporting Enrollees. In the event that a building does not have a Habilitation Specialist II, a Habilitation Specialist II is absent, or unavailable and provided there are no more than three (3) Enrollees attending the community outing, the Habilitation Manager with the appropriate training may drive a vehicle on that community outing. The number of times a Habilitation Manager may drive a vehicle on a community outing will be limited to one (1) time per month at South, one (1) time per month at Central and two (2) times per month at the Senior Center, upon notification to the Association President
- C. The administration will make the decision regarding when a nurse is to accompany assigned employee(s) on a Community Integration Trip when an Enrollee is determined to be a medical risk.
- D. Another adult services employee will be assigned to accompany the assigned employee(s) on a Community Integration Trip when one of the transported Enrollees has a behavior management plan.
- E. When Habilitation Specialist II's are transporting Enrollees in a car, the number of Enrollees transported in that car will be limited to a maximum of three (3).
- F. When Habilitation Specialist II's are transporting Enrollees in a van and more than three (3) Enrollees are to be transported, another adult services employee

will be assigned to accompany the assigned employee(s) on such trip if requested by the assigned employee(s) and approved by the Employer. No more than six (6) Enrollees may be transported at any one time in a van.

- G. The Board will provide equipment that will be taken in the car(s) or van(s) on a Community Integration Trip that will allow the employee to directly communicate with another employee at the DD facility at all times.
- H. The utilization of the Community Integration Trip program will be determined by the specific Enrollee needs or his Individual Service Plan ("I.S.P.").
- I. It is understood that in-house training time is essential to maximize the benefits of the Community Integration Trips.
- J. No employee may transport an Enrollee without the expressed written/verbal consent of the appropriate supervisor.
- K. Habilitation Specialist II's will be reimbursed at the professional leave meal levels for all meal expenses incurred while on Community Integration Trips or other field trips.

#### 37.4 Drug and Alcohol Testing for CDL Holders

As it will be required by Federal law that the Board adopts a policy on drug testing, it is agreed that the following shall be part of that policy:

- A. All testing shall be done on paid time at the Board's expense.
- B. There shall be two (2) supervisors who will be trained, empowered and jointly responsible to make decisions related to drug abuse.
- C. The Medical Review Officer shall be separate from the physician who is responsible for physicals.
- D. Any employee who has a positive test for drugs or alcohol shall immediately be placed on paid sick leave. Should the second test be negative, any and all sick leave shall be restored.
- E. Any employee to be tested at random shall be informed by 6:00 A.M. the day of the test.
- F. Only employees who are required to have a CDL or who transport Enrollees as a condition of employment will be required to submit to random testing.

#### 37.5 Employees Driving Qualifications

- 1. Each year the Board shall obtain a driver's abstract at the Board's expense issued by the Bureau of Motor Vehicles for each Board employee who transports Board Enrollees or students during the scope of his employment.



2. Abstracts will be reviewed by the administration. The abstract of bus drivers and other employees who transport Enrollees or students are to be reviewed prior to the beginning of the school year.
3. Other than bus drivers, any employee who operates a Board-owned vehicle must provide the Board with proof of the employee's personal automobile insurance policy/coverage each year.
4. Employees affected by the provisions contained in this Article, shall submit a copy of any and all driving citations issued and immediately report any change in driving status to the Supervisor of Transportation. Failure to follow these notification requirements may result in disciplinary action.
5. Employees who are required to drive a Board owned vehicle as part of his job responsibilities and who have accumulated six (6) points under Ohio's Point System for Traffic Violations may be subject to disciplinary action.
6. Any employee who is required to drive a Board owned vehicle as part of his job responsibilities who has his driver's license suspended or revoked may be subject to disciplinary action up to possible termination of his employment.

#### **ARTICLE 38. SEVERABILITY**

- 38.1 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.
- 38.2 In the event any provision herein is so rendered invalid, upon written request of either Party thereto, the Employer and the Association will meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.
- 38.3 Any such replacement provision shall be reduced to writing and signed by the Parties within thirty (30) calendar days of the first meeting between the Parties. If agreement is not reached in said time frame, the Parties shall pick an arbitrator, using the method stated in the grievance procedure contained herein. The Arbitrator shall have the authority to choose one position or the other, and his decision shall be final and binding upon the Parties. The cost of this arbitration only, shall be split between the Parties.
- 38.4 It is understood that this Agreement is subject to and shall operate within the framework of the laws of the State of Ohio.

#### **ARTICLE 39. NO REPRISALS**

There shall be no reprisals against any employee for any action or statement made during the period this Agreement is being developed. An employee who participates in any grievance shall not be subjected to any reprisal because of such participation.

## **ARTICLE 40. IMPLEMENTATION**

### 40.1 Inconsistencies

This Agreement shall supersede any rules, regulations or practices of the Board which may be contrary to or inconsistent with the terms of this Agreement.

## **ARTICLE 41. NON-DISCRIMINATION**

### 41.1 Definition of Non-Discrimination

Neither the Board nor the Association shall discriminate for or against any employee on the basis of race, religion, color, creed, national origin, gender, marital status, handicap, age, military or veteran status, genetic information, employee affiliation or political affiliation. The Association shall share equally with the Board the responsibility for applying this provision of this Agreement.

### 41.2 Laws of Discrimination

The Board and the Association agree to abide by the provisions of applicable Federal, State and local laws and executive orders regarding these matters.

### 41.3 Appeals of Discrimination

Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission such matter may be appealable through the grievance procedure contained in this Agreement. The Board, however, shall meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

## **ARTICLE 42. DUPLICATION AND DISTRIBUTION**

### 42.1 Printing and Distribution of Agreement

As soon as is reasonably possible after the Parties have formally ratified this Agreement, but not later than thirty (30) days after the Parties have proofread and executed the final, camera-ready draft, the Board shall have copies of the Agreement printed and distributed to each employee. Employees hired thereafter shall also be furnished a copy of the Agreement by the Board upon employment.

### 42.2 Cost of Preparation and Printing

The Association shall bear the full cost of the labor and materials utilized in preparing the final, camera-ready draft and any subsequent amendment(s) of the Agreement. The Board shall bear the full cost for printing the Agreement from the camera-ready draft and for any subsequent amendment(s) of the Agreement.

42.3 Printing of Amendments

Any amendment(s) to the Agreement which is adopted by the Parties subsequent to the initial printing of the Agreement but prior to its expiration and which can be inserted into the Agreement without disturbing the unaffected provisions of the existing provisions shall be printed on paper with an adhesive backing for insertion of the amendment(s) into the appropriate section(s) of the Agreement. The Board may utilize its discretion in accommodating all other amendments by either reprinting the Agreement in its entirety or by printing an Addendum to the Agreement consisting of those amendments that could not be inserted into the Agreement by the previously-prescribed method.

42.4 Copies of the Agreement for Association Usage

The Board shall initially provide fifteen (15) copies of the printed Agreement to the Association for Association's usage.


**ARTICLE 43. TERM AND DURATION OF AGREEMENT**

43.1 This Agreement shall be effective as of its execution date of January 1, 2017 except as otherwise dated herein and shall remain in full force and effect without exception until December 31, 2019, unless otherwise terminated as provided herein.

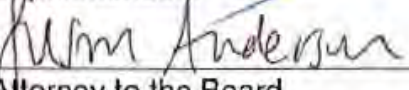
43.2 This Agreement constitutes the entire agreement between the Parties and supersedes and cancels all prior agreements, verbal, written and/or based upon any alleged past practice, governing the wages, hours or terms and conditions of employment of bargaining unit members. Any amendment or agreement supplemental hereto shall not be binding upon either Party unless executed in writing and signed by both Parties to this Agreement. However, nothing in this Section precludes a bargaining unit member or a member of the administration from claiming that a past practice not addressed in this Agreement exists.

IN WITNESS WHEREOF, the Parties who caused this Agreement to be ratified and subsequently executed with all provisions effective January 1, 2017 through December 31, 2019.

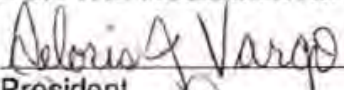
FOR THE BOARD

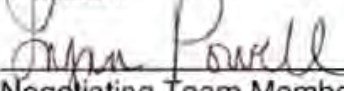
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Attorney to the Board

FOR THE ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

Handwritten signature in blue ink, appearing to read "Quinn A. ...".

Negotiating Team Member

Handwritten signature in blue ink, appearing to read "Susan Mackey".

Negotiating Team Member

Handwritten signature in blue ink, appearing to read "Darlan McAllister".

Negotiating Team Member

Handwritten signature in blue ink, appearing to read "Steve Fowler".

OEA Consultant

**Appendix A**

**COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**GRIEVANCE FORM**

Grievant: \_\_\_\_\_ Grievance # \_\_\_\_\_

Job Classification: \_\_\_\_\_ Date: \_\_\_\_\_

Date Informal Step Filed: \_\_\_\_\_ Supervisor Signature: \_\_\_\_\_

Statement of the Grievance; *to include Article and Section allegedly violated:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date Step I filed: \_\_\_\_\_ Supervisor Signature: \_\_\_\_\_

Grievant / Association Signature: \_\_\_\_\_

Disposition of Grievance at Step 1: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date Step 2 filed: \_\_\_\_\_ Superintendent Signature: \_\_\_\_\_

Grievant / Association Signature: \_\_\_\_\_

Disposition of Grievance of Step 2: \_\_\_\_\_

\_\_\_\_\_

Date Step 3 Mediation filed with Mediator: \_\_\_\_\_ Date Copied to Superintendent: \_\_\_\_\_

Name of Mediator: \_\_\_\_\_

Grievant / Association Signature: \_\_\_\_\_

Disposition of Grievance at Step 3:  Resolved  
 Returned to Association for Arbitration Consideration

**Appendix B**

**COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**REQUEST FOR PAID LEAVE**

Employee: \_\_\_\_\_

Job Classification: \_\_\_\_\_ Job Site: \_\_\_\_\_

I hereby request \_\_\_\_\_ day(s) or \_\_\_\_\_ hour(s) of paid leave  
from \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_  
(Time) (Time) (Date)

- Leave being requested:
- \_\_\_\_\_ Sick Leave
  - \_\_\_\_\_ Vacation Leave
  - \_\_\_\_\_ Christmas Leave
  - \_\_\_\_\_ Personal Leave
  - \_\_\_\_\_ Court Leave
  - \_\_\_\_\_ Assault Leave
  - \_\_\_\_\_ Association Leave
  - \_\_\_\_\_ Bereavement Leave
  - \_\_\_\_\_ Longevity Bonus Leave Day

Explanatory Comments: \_\_\_\_\_

<p><b><u>ADMINISTRATIVE USE ONLY</u></b></p> <p>_____ Recommended</p> <p>_____ Not Recommended</p> <p>_____ <b>Supervisor</b></p> <p>_____ Approve (if required)</p> <p>_____ Disapprove</p> <p>_____ <b>Superintendent</b></p> <p>_____ Approve (if required)</p> <p>_____ Disapprove</p>
--

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Request Date

\_\_\_\_\_  
Date Received

**Appendix C**

COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

**REQUEST FOR UNPAID LEAVE**

Employee: \_\_\_\_\_

Job Classification: \_\_\_\_\_ Job Site: \_\_\_\_\_

I hereby request \_\_\_\_\_ day(s) or \_\_\_\_\_ hour(s) of unpaid leave  
from \_\_\_\_\_ to \_\_\_\_\_ on \_\_\_\_\_  
(Time) (Time) (Date)

Unpaid Leave being requested:

- |                            |  |
|----------------------------|--|
| _____ Sick Leave           | _____ Association Leave                                |
| _____ Parental Leave       | _____ Military Leave                                   |
| _____ Court Leave          | _____ Disability Leave                                 |
| _____ Family Medical Leave | _____ Unpaid Emergency Leave<br>(no more than 3 hours) |
|                            | _____ Other  |

Reason for Request:

\_\_\_\_\_  
\_\_\_\_\_

<p><b><u>ADMINISTRATIVE USE ONLY</u></b></p> <p>_____ Recommended</p> <p>_____ Not Recommended</p> <hr/> <p style="text-align: right;"><b>Supervisor</b></p> <p>_____ Approve (if required)</p> <p>_____ Disapprove</p> <hr/> <p style="text-align: right;"><b>Superintendent</b></p> <p>_____ Approve (if required)</p> <p>_____ Disapprove</p>
--

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Request Date

\_\_\_\_\_  
Date Received

**Appendix D**

**COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**HEALTH/SAFETY HAZARD REPORT FORM**

Facility: \_\_\_\_\_

Area or Equipment: \_\_\_\_\_

\_\_\_\_\_  
Reporting employee

\_\_\_\_\_  
Person who received this report

\_\_\_\_\_  
Date Submitted

Concise statement of immediate health/safety concern: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Supervisor's Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Returned



**Appendix E**

**COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**DAMAGE TO EMPLOYEE'S PROPERTY REPORT FORM**

Employee: \_\_\_\_\_

Job Classification: \_\_\_\_\_

Work Site: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Incident leading to damage of property (be specific): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List damaged property: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

***Within 10 days, the employee must submit a cost estimate for replacement of damaged goods. No further action will be taken until estimates are submitted.***

**Appendix F**  
**COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**EMPLOYEE JOB PERFORMANCE REVIEW**

Employee: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewer: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date Discussed: \_\_\_\_\_

<p style="text-align: center;"><b>RATING STANDARDS</b></p> <p style="text-align: center;"><b><u>VERY GOOD</u></b></p> <p style="text-align: center;">4</p> <p style="text-align: center;">Consistently Exceeds Standards</p> <p style="text-align: center;"><b><u>GOOD</u></b></p> <p style="text-align: center;">3</p> <p style="text-align: center;">Sometimes Exceeds Standards</p> <p style="text-align: center;"><b><u>FAIR</u></b></p> <p style="text-align: center;">2</p> <p style="text-align: center;">Meets Standards</p> <p style="text-align: center;"><b><u>UNSATISFACTORY</u></b></p> <p style="text-align: center;">1</p> <p style="text-align: center;">Seldom Meets Standards</p>	<p><b>I. Job Knowledge:</b></p> <p>___ Understands principles, methods and procedures of the position.</p> <p>___ Demonstrates understanding through implementation of his position description.</p> <p><b>II. Interaction with program attendees:</b></p> <p>___ Demonstrates interactions and speech that reflect respect, dignity and positive regard.</p> <p>___ Interacts in an even toned, positive and personal manner.</p> <p>___ Addresses the individual, speaking to the person rather than about him while in his presence.</p> <p>___ Fully respects an individual's right to privacy and dignity.</p> <p><b>III. Organization and Planning:</b></p> <p>___ Demonstrates the ability to plan work effectively.</p> <p>___ Demonstrates the ability to complete assignments in the face of difficulty.</p> <p>___ Meets deadlines in a timely and efficient manner.</p> <p><b>IV. Quality Of Work:</b></p> <p>___ Written work and documentation is neat, accurate, concise, timely and complete.</p> <p>___ Seeks consultation from supervisor in a timely fashion, as it relates to his responsibilities.</p> <p><b>V. Reliability/Dependability:</b></p> <p>___ Punctual.</p> <p>___ Demonstrates ability to cope with emergencies.</p> <p>___ Can be relied upon to complete assignments.</p> <p>___ Works steadily and effectively.</p> <p>___ Exercises care with Board property.</p> <p><b>VI. Attitude/Work Ethic</b></p> <p>___ Employee emphasizes positive aspects of job, programs, agency guidelines and policies.</p> <p>___ Demonstrates professional attitude.</p> <p>___ Demonstrates interest in work through cooperation/enthusiasm and desire to excel in performance.</p> <p>___ Is flexible.</p> <p>___ Is willing to accept changes, suggestions and constructive criticism.</p> <p><b>VII. Initiative:</b></p> <p>___ Demonstrates the ability to originate or develop constructive ideas and convey them to supervisor.</p> <p>___ Has taken steps to improve own capabilities by attending additional education, in-service training, workshops, etc.</p> <p><b>VIII. Judgment:</b></p> <p>___ Demonstrates good judgment in decision making.</p> <p>___ Demonstrates ability to anticipate problems.</p> <p><b>IX. Communications and relationships with others:</b></p> <p>___ Communicates effectively.</p> <p>___ Is tactful in dealing with others (employees, public, parents, representatives of other agencies, etc.).</p> <p><b>X. Attendance:</b></p> <p>___ Excellent                      ___ Fair                      ___ Poor</p> <p><b>XI. Appropriateness of appearance/dress for the job:</b></p> <p>___ Good                      ___ Fair                      ___ Poor</p>
---	---

Employee Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Reviewer Signature \_\_\_\_\_

**Exhibit G**  
**COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**NOTICE OF PRE-DISCIPLINARY CONFERENCE**

To: \_\_\_\_\_

(Employee)

This notice is provided to you to advise that a pre-disciplinary conference will be held at

\_\_\_\_\_ at \_\_\_\_\_ on \_\_\_\_\_  
(Time) (Location) (Date)

to provide you with an opportunity to respond to the following allegations of misconduct:

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---

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---

---

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You have the right to

1. Appear at the conference to present an oral or written statement in your defense;
2. Appear at the conference and have your chosen representative present an oral or written statement in your defense; or
3. Elect in writing to waive your opportunity to have a pre-disciplinary conference.

Failure to respond or respond truthfully may result in further disciplinary action.

At the conference, you may present any testimony or documents which explain whether or not the alleged conduct occurred. You may be represented by any person you choose, whether such individual is an employee or not. No conference will be delayed more than twenty-four (24) hours to enable your representative to attend.

You or your representative will be permitted to confront and cross-examine witnesses who testify for the administration at the hearing. A written report will be prepared by the Superintendent concluding as to whether or not the alleged conduct occurred. A copy of this report will be provided to you within five (5) days following its preparation.

The pre-disciplinary conference will be conducted by the Superintendent.

You may waive your right to this pre-disciplinary conference by signing this line and returning it to your immediate supervisor or the Superintendent.

If you have any questions in regard to this procedure, please contact this individual immediately.

**Appendix H**

**COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**INSTRUCTION AND CAUTIONING FORM**

Date of Meeting \_\_\_\_\_

A meeting was held on the above date between \_\_\_\_\_ (employee) and \_\_\_\_\_ (Administrator/immediate supervisor). Also in attendance was/were \_\_\_\_\_.

The meeting covered the following issue(s) and concern(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The employee received the following instructions for correction and improvement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The employee hereby provides the following rebuttal to the above issues and concerns: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

This meeting is designed to correct the work performance of the above named employee. Failure of the employee to correct the above mentioned issue(s) and concern(s) will result in further action, including discipline. This Form shall not be placed in the employee's personnel file, but may be used in future disciplinary actions if the above stated issue(s) and concern(s) are not remedied.

\_\_\_\_\_  
Administrator/Supervisor

\_\_\_\_\_  
Employee *(The employee's signature only proves that the employee has received a copy of this form.)*

**Appendix I**  
**COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**  
**PRE-APPROVAL REQUEST FOR PROFESSIONAL LEAVE**

Employee	Job Site
Date Filed	Topic
Date of Meeting	Location of Meeting

Brief Explanation of Benefits Anticipated: (Attach program brochure/agenda) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Attendance required by the Employer \_\_\_\_\_  
Initial of Director/Supervisor
- Course to be used to maintain provisional certification/registration (50% of actual cost of registration fee reimbursed - no travel expenses reimbursed)
- Course to be used to meet minimum requirements of provisional certification or registration (70% of cost of fees)
- Course required to maintain minimum certification or registration (100% of cost of seminar)

**REIMBURSEMENT REQUESTED (check)**

**ADMINISTRATIVE USE**

1. ___ Registration	_____ Amount	1. ___ Approved
2. ___ Mileage	_____ Approx. Amount	2. ___ Approved
3. ___ Lodging	_____ Approx. Amount	3. ___ Approved
4. ___ Meals	_____ Approx. Amount	4. ___ Approved
5. ___ Other	_____ Approx. Amount	5. ___ Approved

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Appendix K

### COLUMBIANA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

#### VISION CARE BENEFITS

Vision Care Benefits apply when vision care charges are incurred by a Covered Person for services that are recommended and approved by a Physician or Optometrist.

#### BENEFIT PAYMENT

Benefit payment for a Covered Person will be made as described in the Schedule of Benefits.

#### VISION CARE CHARGES

Vision care charges are the Usual and Reasonable Charges for the vision care services and supplies shown in the Schedule of Benefits. Benefits for these charges are payable up to the maximum benefit amounts shown in the Schedule of Benefits for each vision care service or supply.

#### LIMITS

No benefits will be payable for the following:

**Before covered.** Care, treatment or supplies for which a charge was incurred before a person was covered under the Plan.

**Excluded.** Charges excluded or limited by the Plan design as stated in this document.

**Health plan.** Any charges that are covered under a health plan that reimburses a greater amount than this Plan.

**No prescription.** Charges for lenses ordered without a prescription.

**Orthoptics.** Charges for orthoptics (eye muscle exercises).

**Sunglasses.** Charges for safety goggles or sunglasses, including prescription type.

**Training.** Charges for vision training or subnormal vision aids.

#### SCHEDULE OF BENEFITS

Eye Exam, per person, in a 12-month period	\$35.00
<u>Frame-type, lenses, per pair, in a 12-month period</u>	
Single Vision	\$ 35.00
Bi-focal	\$ 45.00
Tri-focal	\$ 62.00

Lenticular	\$ 72.00
Frames, per pair, in a 12 month period	\$ 30.00
Contact lenses, per pair, in a 12-month period	\$150.00



## MEMORANDUM OF UNDERSTANDING

All PSA employees will be temporarily placed in a combined PSA/Workshop II position ("Position"). The Position shall be subject to the same terms and conditions of the PSA Position, including without limitation, classification, seniority, wages, benefits and bumping and recall rights, except:

1. Employees will be offered an increase in weekly hours, not to exceed twenty-nine (29) hours per week;
2. Employees will perform PSA and/or Workshop II duties at the direction of their immediate supervisor.
3. Employees in the Position will be authorized to document.

Employees are not mandated to work increased hours and are not eligible for health insurance through the Board. This temporary position will be in place for the contract duration but may be discontinued at the discretion of the Superintendent.