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# Master Agreement

between

THE GUERNSEY/NOBLE  
EDUCATION ASSOCIATION

and

THE GUERNSEY COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

June 30, 2018 to July 1, 2021

## Table of Contents

Article 1	Agreement .....	1
Article 2	Negotiations Agreement .....	1
Article 3	Recognition .....	2
Article 4	No Strikes .....	3
Article 5	Association Rights and Responsibilities .....	3
Article 6	Personnel Files .....	5
Article 7	Grievance Procedure .....	5
Article 8	Discipline .....	8
Article 9	Management Rights .....	10
Article 10	Assignment of Work .....	10
Article 11	Layoffs .....	11
Article 12	Vacancies .....	15
Article 13	Working Day/Working Conditions/Vacation Leave .....	15
Article 14	Probationary Periods .....	18
Article 15	Seniority .....	19
Article 16	Employee Licensing, Certification and Registration .....	19
Article 17	Program Calendar/Holidays .....	20
Article 18	Medical Examination .....	21
Article 19	Sick Leave and Funeral Leave .....	21
Article 20	Maternity Leave/Paternity Leave .....	22
Article 21	Personal Leave .....	23
Article 22	Association Leave .....	24
Article 23	Professional Leave Days .....	24
Article 24	Court Leave .....	24
Article 25	Assault Leave .....	25
Article 26	Overtime .....	25
Article 27	Board Retirement Pick-Up .....	25
Article 28	Severance Pay .....	26
Article 29	Wages .....	26
Article 30	Insurance .....	27
Article 31	Reimbursement of Approved Coursework .....	28
Article 32	Evaluation Procedure .....	29
Article 33	Labor-Management Committee .....	29
Article 34	Bereavement Leave .....	30
Article 35	Commercial Driver's License .....	30
Article 36	Use of Tobacco Products .....	31
Article 37	Residency .....	31
Article 38	Drug-Free Workplace .....	31
Article 39	Alcohol and Drug Testing .....	32
Article 40	Family and Medical Leave .....	34
Article 41	Employer Transition .....	36
Article 42	Duration and Effects .....	38
	Hourly Wage Scale .....	39
	Wage Scale Increase Percentages .....	42

## ARTICLE 1: AGREEMENT

- A. This Agreement is entered into between the Guernsey County Board of Developmental Disabilities and Superintendent, as the employer of employees in the bargaining unit (hereinafter collectively called the **"Board"**) and the **Guernsey/Noble Education Association (hereinafter called the "Association")**. The **"Board"** and the **"Association"** shall include all agents and representatives of the Board or Association as the case may be. To the extent this Agreement requires that actions be taken or not be taken by the Board, the Association acknowledges that the Board is not able to dictate the actions of other officials or public bodies and that the Board shall not be held liable for breach of contract, or otherwise, for acts or omissions of such other officials or public bodies.
- B. This Agreement totally integrates all wages, hours, terms and conditions of employment existing between the parties, eliminating all past and existing practices. The wages, hours, terms, and conditions which exist between the parties are to be understood from no other sources but this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived by the parties after exercise of that right and opportunity are set forth in this Agreement.
- C. The parties intend this Agreement to supersede any Ohio Revised Code provisions on these subjects. The intent of this entire Agreement to supersede the Ohio Revised Code is not contradicted because of any one Article herein does not specifically so indicate. Where this Agreement is silent on a wage, hour, term or condition of employment, applicable law controls.
- D. If any part of this Agreement is rendered invalid by the U.S. Government or by a court of competent jurisdiction, it shall be considered void, but the remainder of the Agreement shall remain effective. The parties agree to bargain over the contract provisions made invalid.

## ARTICLE 2: NEGOTIATIONS AGREEMENT

### A. Directing Requests

Notice from the Association to terminate, modify or negotiate a successor collective bargaining agreement will be made in writing directly to the Superintendent and the Board. Notice will be made not more than seventy-five (75) days or less than sixty (60) days prior to the expiration of the existing Agreement. Requests to bargain will include all items demanded by the Association for negotiation over a successor Agreement.

### B. Negotiation Meetings

An agreement over a meeting time and place will be reached by the Board and representatives of the Association within fifteen (15) days of its Notice to Negotiate which shall be no less than sixty (60) days prior to the expiration of this contract. The meeting should be held within fifteen (15) days after the request has been submitted, unless both parties agree to an extension of time. Further meetings shall be held upon agreement by both parties and negotiations shall be completed in accordance with this procedure.

### C. Representation

Representative members of the Board or their designated administrative representatives shall meet with designated representatives of the Association to negotiate in good faith. While no final agreement shall be executed within ratification by the Association and the Board, the parties mutually pledge that

their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three (3) consultants may be used by each of the parties in any negotiations meetings during bargaining.

E. News Releases

While discussions are in process, any release prepared for news media shall be agreed to by the parties prior to its release. It is understood that if the negotiating process reaches impasse as declared by either party, each is free to make unilateral releases.

F. Information

**The Board and Superintendent agree to furnish the Association's negotiation meeting committee, upon request and in reasonable time, both prior to and during negotiations, all routinely and regularly prepared non-confidential information reasonably available concerning financial resources of the program and other information concerning financial resources of the program, which will assist the Association in developing intelligent, accurate and constructive proposals on behalf of the bargaining unit.**

G. Impasse Procedures

The parties agree to negotiate for a period of sixty (60) calendar days following the date of their first meeting. If the parties have not reached an agreement within forty-five (45) days following the date of their first meeting, or sooner if mutually agreed, they shall request the assistance of a mediator from FMCS. If the parties are unable to reach an agreement with the assistance of the mediator by the end of the ninety (90) day bargaining period, the Union may exercise its right to strike subject to the provisions of Ohio Revised Code Chapter 4117.

The above shall constitute a mutually agreed upon dispute settlement procedure and a waiver by the parties of the procedures for fact-finding as provided under Section 4117.14 (c), (3), (4), (5), and (6).

ARTICLE 3: RECOGNITION

A. The Board recognizes the Association as the bargaining representative for those professional **employees listed below. Listing the classification below does not restrict Management's right to add to or eliminate classifications or jobs.** In the event a new classification is added and the parties cannot agree as to its inclusion or exclusion from the unit, both parties may petition SERB for unit clarification.

1. Included are: Workshop Specialist I, Workshop Specialist II, Habilitation Aide, Habilitation Paraprofessional, Registered Adult Service Workers I, Registered Adult Service Worker II, all full-time and regular part-time non-certified employees including but not limited to Custodial/Maintenance Person, Mechanic/Custodial/Maintenance Assistant, and Counselor/Habilitation Specialist II, Early Intervention Specialist, Instructor and Instructor Aides (Department of Education Certification), Custodian/Maintenance Assistant.

2. Excluded are: All management-level, supervisory, confidential, seasonal and casual employees as defined in ORC 4117 and other positions as defined in ORC 5126.22(A), including Superintendent, Business Manager, Fiscal Officer I, Human Resources Director, Transportation/Custodial-Maintenance Director, **Director of Children's Programs, Director of Service and Support Administration and Medicaid Services, Service and Support Administration Supervisor, Community Development Supervisor, Administrative Assistant, Administrative Secretary, Superintendent's Secretary, Service and Support Administration Assistant, and Service and Support Administration.**

B. Both parties agree that all employees in the bargaining unit have the right to join, participate in or assist the Association and the right to refrain from joining, participating in or assisting the Association or the Board. Membership in the Association shall not be a condition of employment.

#### ARTICLE 4: NO STRIKES

A. The Association and its members agree not to engage in, initiate, authorize, sanction, ratify, sympathize, support or participate in any concerted activity in or about the Board premises during the term of this Agreement.

#### ARTICLE 5: ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Association shall be provided bulletin board space in the school and workshop, as determined by the Board, to post notices and other materials relating to Association business. The bulletin board **space shall be for the Association's use as an organization only, not for the personal use of individual** Association members. The Association also has the right to place Association communications in **bargaining unit employees' mailboxes. Any such notices, materials or communications which are** offensive to a person of normal sensibility in the community or which include any personal attacks upon any other employee or Board member is prohibited.

B. **The Association may conduct meetings on school property immediately following the employees'** regular work hours and with prior approval of the Superintendent. Before approval of the Superintendent will be granted, the Association must sign a usage of contract and a waiver of liability.

C. Upon request, the Superintendent and/or Board shall supply the Association with the names and addresses of all new bargaining unit employees, within one (1) week after official Board action approving the hiring of such employees.

D. The Board shall give the designated Association representative a copy of the Board agenda and other pertinent materials which are a matter of public record, financial reports, expenditures and payroll, and any public information and policies normally distributed to other public organizations or members of the community. No confidential information shall be given to the Association.

E. The Association shall be provided with one (1) copy of all Board policies.

F. The Association may make brief announcements concerning meeting times or other notices about Association business upon conclusion of work and after staff meetings.

G. Payroll Deductions

1. The Board shall provide the following payroll deductions to members of the bargaining unit, if allowed by the County Auditor.

- a. **Employees' Credit Union**
- b. Tax Sheltered Annuity
- c. Dues Deductions
- d. EPAC
- e. Medical Insurance or HMO
- f. Deferred Compensation as approved by the Board of County Commissioners
- g. Direct Deposit

H. Dues Deductions

1. Subject to Section G-1(c) above, the Board agrees to deduct regular payroll deductions of dues once each bi-weekly pay period upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Association, must be presented to the Board by the Association. Upon receipt of the authorization, the Board will deduct Union dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Board.
  2. The parties agree that the Board assumes no obligations, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Association hereby agrees that it will indemnify and hold the Board harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Board pursuant to this Article. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.
  3. The Employer shall be relieved from making such individual deductions of dues from an **employee's**: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of dues deduction authorization.
  4. The Employer shall not be obligated to make dues deductions from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues. In the event such deductions are not made, the Board shall make the appropriate deductions from the following pay period or periods as certified by the Association to the Board. The Board is not required to make any partial dues deductions.
  5. The parties agree that neither the employees nor the Association shall have a claim against the Board for errors in the processing of deductions. Corrections shall be made as soon as possible after notification in writing by the Association. If it is found an error was made, it will be corrected at the next pay period that the Association dues would normally be made by deducting the proper amount.
  6. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Association by September 15 each program year. The final deduction must be made by the last pay in August of the same program year.
- I. Other authorized deductions listed in G-1 above will be made in accordance with the guidelines **established by the Guernsey County Auditor's Office**. **Each bargaining unit member shall be responsible** for furnishing all necessary information and/or signatures to permit permissive payroll deductions other than fair share fee and dues deductions.

## J. Association Membership

Under Association by-laws in effect at the time this Agreement took effect, Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership. Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

Once an individual notifies the Association Treasurer that the individual wishes to cancel their membership, the Association shall inform the Board of such a cancellation within ten (10) calendar days. In the event that the individual provides written notice of his/her cancellation of their membership directly to the Board, and after the Board provides a copy of the same to the Association Treasurer, the **Board is permitted to cease deducting the individual's regular payroll deductions of dues** as soon as is administratively feasible for the Board to do so.

## ARTICLE 6: PERSONNEL FILES

- A. The Board will create and maintain an official personnel file on each bargaining unit employee. It will allow an employee access to his official personnel file. The Superintendent agrees to notify an employee, upon his request, of any official records being added to his official file. This notification will cover all official personnel files kept by immediate supervisors or the Superintendent.
- B. A bargaining unit member shall be notified immediately and have the opportunity to read any material which may be considered critical of his/her conduct, service, character, or personality as it is placed in his/her personnel file. A bargaining unit member shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material but indicates only that the material has been read by the bargaining unit member.
- C. If the employee disputes the accuracy, relevance, timeliness, or completeness of information on him or her maintained in said file, he or she may request within ten (10) days that the Board investigate the current status of the information within ten (10) days of receiving the request. The Board must make a reasonable investigation to determine if the disputed information complies with the provision of law. Said employee shall have the right to add rebuttal or request a hearing with the Board on any material in his/her file that he/she deems incorrect or incomplete. No anonymous material shall be kept in an **employee's file. This does not apply to evaluations, which** are covered under Article 32.
- D. Material, other than that which is covered under the discipline procedure or which is evaluative in **nature, shall be removed from a bargaining unit member's personnel file** and placed in a separate file to be maintained only for as long as required by applicable law, if the material is determined to be inaccurate or unfair as sustained by the grievance procedure. This section shall not prevent an employee from filing a grievance concerning whether evaluations are being performed annually or whether agreed-upon evaluation materials are being used pursuant to Article 32, Evaluation Procedure.

## ARTICLE 7: GRIEVANCE PROCEDURE

- A. The grievance procedure is designed to deal with all alleged violations of this Agreement and it replaces any procedure under Ohio Revised Code or the State Personnel Board of Review. All matters

arising out of this contract are to be processed exclusively through the grievance procedure. Grievances must be filed in good faith. Grievances are not to be used as a method to gain contract concessions unsuccessfully bargaining for during negotiations.

## B. Definitions

1. A Grievance is a timely written complaint by an employee over the alleged violation, misinterpretation or misapplication of the Agreement.
2. The Grievant is an employee, a group of employees, or the Association on behalf of an employee or group of employees, that initiates the grievance. In the event more than one (1) employee files a group grievance, each shall sign the grievance. An Association grievance will be filed by the Association President or his/her designee. A grievant may be represented at any level of this procedure by an Association representative.
3. Day means a work day.

## C. General Provisions

1. All handling, assistance, filing, and other activity related to processing a grievance is to be done on non-work time.
2. An individual grievance shall be initiated by the aggrieved person with assistance from the Association. The Association may file for an individual if so requested.
3. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more persons in a like manner.
4. A grievance shall be reduced to writing in the formal procedure and shall include:
  - a. the alleged violation;
  - b. the date of the alleged violation;
  - c. **the date of the employee's informal conference with his immediate supervisor;**
  - d. the articles and/or provisions of the contract alleged to have been violated; and
  - e. the remedy sought.
5. The Association shall be available to assist any person in preparing the proper and complete information necessary to expedite the procedure.
6. Time limits shall be considered as maximum unless otherwise extended by mutual written agreement by the parties involved.
7. Failure of the aggrieved to proceed within the specific time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
8. Failure of the administration to respond in the time limits stated shall mean the grievant can proceed to the next level of the grievance procedure.
9. A grievance may be initiated at Step 2, if it concerns actions taken by someone above a supervisor, and does not involve a supervisor.



10. Nothing contained in this procedure shall be construed as limiting the individual rights of a person having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
11. Forms for grievances shall be kept in Central Administration Office.
12. A grievance may be withdrawn at any level without prejudice or record. It shall be considered settled upon withdrawal.
13. No record, document or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure hereon.
14. There shall be no Arbitration on discipline involving verbal or written reprimands. However, employees receiving such reprimands do have the right to respond with a written rebuttal which will be permanently attached to the reprimand.

D. Informal Procedure

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

E. Formal Procedure

Step 2: If the grievant is not satisfactorily settled in the manner provided for in Step 1, the grievance **shall be reduced to writing and filed with the employee's immediate supervisor within fifteen (15) days** after the matter complained of has occurred. The immediate supervisor shall give a written answer within five (5) days of receipt of the written grievance.

Step 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the grievant may appeal to Step 3 by giving written notice of his or her appeal to the building level supervisor within five (5) days after receipt of the Step 2 answer. The appropriate building level supervisor shall have five (5) days in which to schedule and hold a meeting, if he deems such necessary, with the grievant and his Union representative should the grievant request representation. The building supervisor shall give a written answer within five (5) days following Step 3 meeting or within ten (10) days of receipt of the appeal if not Step 3 meeting is held.

Step 4: If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the grievant may appeal to Step 4 by giving written notice of his or her appeal to the Superintendent within five (5) days after receipt of the Step 3 answer. Within five (5) days after the grievant gives notice of his appeal, the Superintendent or his designee shall meet with the Association representative and the grievant at a mutually agreed time to discuss the appeal. The Superintendent or his designee shall give a written answer within five (5) days following the Step 3 meeting. If the grievant is dissatisfied **with the Superintendent's decision at Step 4, he may, with the consent of the Association, proceed to binding arbitration in accordance with Step 5.**

Step 5: Binding Arbitration

Jurisdiction of the Arbitrator

**The arbitrator's jurisdiction is strictly limited to the four concerns of this Agreement. His authority must be derived from the essence of the provisions within this Agreement. The arbitrator cannot add, amend, alter, or modify in whole or in part of any provisions of this Agreement. His analysis is to**

**determine the parties' intent in making the terms of this Agreement. No law or outside sources other than the facts or arbitrable precedent are to be used or extrapolated to interpret a grievance.**

#### Procedure

The grievant, with the consent of the Association, must request a grievance arbitration within ten (10) **days after receiving the Superintendent's decision at Step 4. The arbitration is being requested by the Association with a copy of this request to the Superintendent within the ten (10) day period. If the Superintendent does not receive a copy of the Association's request within the ten (10) day period, the Superintendent's decision at Step 4 is final.**

Within ten (10) days from the date of the receipt of the request by the Association, the Superintendent or his or her designated representative and the representative of GNEA or the bargaining unit member shall jointly file a request with the Federal Mediation and Conciliation Services (FMCS) or Arbitration Mediation Services (AMS) for a list of nine (9) arbitrators. The parties will split the cost of obtaining a list from FMCS. The parties shall use the alternative strike method of selecting the arbitrator from the third list with the party that will strike first decided by a coin toss, with the party losing the coin toss striking first. If either party cancels the Arbitration once an Arbitrator has been selected and notified, that party that cancels shall be responsible for any costs.

The remaining name will be the arbitrator.

The arbitrator shall issue his decision within thirty (30) days of the close of the hearing or at another mutually agreed time.

The decision of the arbitrator is final and binding. All costs directly related to the services of the arbitrator shall be split equally between the parties. Expenses of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one, such fee shall be split equally if both parties desire a court reporter or request a copy of any transcript.

## ARTICLE 8: DISCIPLINE

### A. Purpose

The Employer agrees that a member of the bargaining unit shall not be peremptorily discharged after the effective date of this Agreement, but that in all instances in which the Employer may conclude that a bargaining unit member shall first be suspended. An initial suspension shall be for not more than four (4) working days. Workday is defined as a day the DD Program is open for business. No discipline shall be taken against any employee except for just cause.

1. Discipline will normally be administered in successive steps, with due regard for the severity of the violation. Progressive discipline shall take into account the nature of the violation, as well **as the bargaining unit member's record of discipline as maintained in the personnel file.**
2. Forms of disciplinary actions are:
  - a. caution and instruction;
  - b. written reprimand;
  - c. suspension without pay;

d. discharge from employment.

3. Notice of potential oral or written reprimand shall be given to the affected employee no later than eight (8) work days of the incident giving rise to the potential reprimand or within eight **(8) work days of the employer's knowledge of the incident.**

4. A meeting between the affected bargaining unit member and the immediate supervisor regarding the oral or written reprimand shall be held no later than two (2) work days after the notice of potential oral or written reprimand is provided as in A.3 above. The affected bargaining unit member shall have the right to have an Association representative present for this meeting.

## B. Procedure

1. The bargaining unit member and his Union representative shall be given a statement in writing promptly, but no later than twenty-four (24) hours from the time of the suspension, as to the reason(s) for the suspension. The Employer shall make an effort to communicate the reason(s) to the bargaining unit member and his representative prior to the start of the suspension.

2. Complaints concerning verbal cautions and reprimands shall not require a hearing but instead shall be initiated in the second step of the Grievance Procedure with the Superintendent.

3. Complaints regarding suspension shall require a hearing before the Superintendent and such Management representatives present that the Superintendent may choose and such Union representatives present as the Union may choose.

a. Such hearing shall be held within the four (4) working day suspension period. The period for the hearing may be extended by mutual agreement of the parties.

(1) In the event the hearing is not held or requested within the four (4) working days by mutual agreement, the Employer shall issue his decision on the case within five (5) working days and the affected bargaining unit member may thereafter present a grievance at any time within five (5) working days from the **filing of the Employer's decision with the bargaining unit member and the Union;** such grievance shall be introduced at the second step of the Grievance Procedure.

b. At least twenty-four (24) hours prior to the suspension hearing the facts concerning the case shall be made available to both parties.

c. After such hearing the Employer shall conclude within five (5) working days whether to convert the suspension into discharge or extend, reduce, sustain or revoke the suspension. If the suspension is revoked, the bargaining unit member shall be returned to work and shall receive full compensation at his regular rate of pay for the time lost. If the suspension is sustained, extended or converted into discharge, the bargaining unit **member may, at any time within ten (10) working days from the filing of the Employer's decision,** allege and present a grievance to be introduced at the second step of the Grievance Procedure.

C. **Disciplinary action involving suspensions shall be maintained in a bargaining unit member's personnel file for four (4) years provided no intervening discipline has occurred.** Disciplinary action involving

verbal or written warnings and/or reprimands will be removed at the end of one (1) year providing no intervening disciplinary action has occurred.

- D. A probationary bargaining unit member does not have recourse to the Grievance Procedure for his removal during his probationary period on initial employment.

#### ARTICLE 9: MANAGEMENT RIGHTS

- A. The Association agrees that the functions, rights, powers, responsibilities and authority of the Board, in regard to the management of the work force and the operation of the program not specifically limited or modified by an express provision or term of this Agreement, shall remain exclusively those of the Board.

- B. **Except as limited by this contract, the Board's management right include, but are not limited to, the right:**

To manage and direct its employees, including the right to select, train, hire promote, transfer, assign, evaluate, retrain, layoff, recall, reprimand, suspend, discharge, or discipline; or manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed; to determine the department's goals, objectives, programs and services, and to utilize personnel in a manner determined by the Board to effectively meet those purposes; to determine the size and composition of the workforce and each department's organizational structure, including the right to layoff employees from duty; to promulgate and enforce work rules, department order, policies and procedures; to require employees to use or refrain from using specific equipment, uniforms, weapons and other tools of duty; to determine the hours of work and work schedules; to determine the department's budget and uses thereof; to maintain the security of records and other pertinent information; to determine the department's goals and mission; to determine conduct and performance expected of any employee in an emergency situation; and to determine class periods, assignments, and instructional and work hours for students and clients.

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

#### ARTICLE 10: ASSIGNMENT OF WORK

- A. The Superintendent reserves the right to temporarily assign bargaining unit work to supervisors, temporary, casual, intermittent or seasonal employees, or to others outside the bargaining unit to deal with work overloads, employee absences, promotional probationary periods, emergency situations where no qualified employee is readily available, or in other similar circumstances.

- B. No such temporary assignments shall exceed eighty-five (85) working days. The employees shall be assigned to the appropriate bargaining unit classification and wage scale and will receive all other rights and benefits conferred to bargaining unit employees under this Agreement. Said appointment will be on an interim basis until such time as the original employee returns to assume his former position. In this event, the Superintendent will layoff the interim employee. This layoff shall not be subject to the provision of Article 11. Temporary Assignments to fill in for approved bargaining unit members' leaves of absence may exceed eighty-five (85) working days.

- C. Should the original employee not return, or other temporary assignment as per paragraph A above exceeds eighty-five (85) working days, the position shall be posted and filled in accordance with Article 12.

- D. Employees assigned to an interim bargaining unit position, as described above, shall begin their appropriate probationary period under Article 14 on the date of their interim appointment.

ARTICLE 11: LAYOFFS

- A. Layoffs shall be conducted in accordance with this contractual procedure only. Whenever it becomes necessary for the Board to reduce its workforce, it shall layoff employees or abolishes their positions as provided in this Article.
- B. Employees may be laid off as a result of a lack of funds, lack of work, or as a result of abolishment of positions.
- C. A lack of funds means the Board has determined that a lack of funds exists, or that a current or projected deficiency of funding exists to maintain current, or to sustain projected, levels of staffing and operations. A lack of work means the Board has determined that it has a current or projected temporary decrease in the workload, expected to last less than one (1) year, which requires a reduction of current or projected staffing levels. Abolishment means the permanent deletion of a position or positions from the Board due to a lack of continued need for the position. The Board may abolish positions as a result of reorganization for its efficient operations, for reasons of economy, or for lack of work. Retention points are calculated in accordance with the method set forth in O.A.C. 123:1-41.
- D. Abolishment

If an abolishment results in a reduction of the workforce, the Board shall use the following procedures for laying off employees:

1. The employees whose position has been abolished shall have the right to fill an available **vacancy within the employee's classification**;
2. If the employee whose position has been abolished has more retention points than any other employee serving in the same classification, then the employee with the fewest retention points shall be displaced;
3. If the employee whose position has been abolished has the fewest retention points in the classification, the employee shall have the right to fill an available vacancy in a lower classification in the classification series;
4. If the employee whose position has been abolished has the fewest retention points in the classification, the employee shall displace the employee with the fewest retention points in the next or successively lower classification in the classifications series.

- E. Reduction in Force

1. Whenever a reduction in the work force is necessary, the Superintendent shall decide in which classification or classifications the layoff or layoffs will occur and the number of employees to be laid off within each affected classification. Employees shall be laid off using systematic consideration of length of continuous service with the Board. Employees will be notified fourteen (14) calendar days prior to the effective date of their layoff from the classification.

2. Employees shall be laid off in order set forth in this Section within the appointment categories of temporary, intermittent, part-time, seasonal, full-time, and other appointment categories as established by the Director of Administrative Services.
3. Whenever a reduction in force is necessary within each of the primary appointment categories listed above, first temporary, then intermittent, then part-time, then seasonal, and then full-time employees shall be laid off in the following order:
  - a. Employees serving who have not completed their probationary period after appointment; (Article #14 A);
  - b. Employees who have obtained certified status by completing their probationary period successfully.

F. Displacement of Other Employees

1. A laid-off employee has the right to displace the employee with the fewest-retention points in the classification from which the employee was laid off or in a lower or equivalent classification, in the following order:
  - a. Within the classification from which the employee was laid off;
  - b. Within the classification series from which the employee was laid off.
2. A laid-off employee has the right to displace an employee with the fewest retention points in the classification that the laid-off employee held immediately prior to holding the classification from which he was laid-off, if the laid-off employee was certified in the former classification. If a position in that classification does not exist, then the employee may displace employees in the classification that he next previously held, and so on, subject to the same provisions. The employee may not displace employees in a classification if the employee does not meet the minimum qualification of the classification, or if the employee held the classification more than two (2) years prior to the date on which the employee was laid-off.
3. If, after exercising displacement rights, an employee is subject to further layoff action, his displacement rights shall be in accordance with the classification from which he was first laid-off.
4. Following the order of layoff, an employee laid-off shall displace another employee in the following manner:
  - a. Each laid-off employee possessing more retention points shall displace the employee with the fewest retention points in the next lower classification or successively lower classification in the same classification series. A laid-off provisional employee shall not have the right to displace a certified employee;
  - b. Any employee displaced by an employee possessing more retention points shall displace the employee with the fewest retention points in the next lower classification or successively lower classification in the same classification series. A displaced provisional employee shall not displace a certified employee. This process shall continue, if necessary, until the employee with the fewest retention points in the lowest classification of the classification series of the Board has been reached and, if necessary, laid-off.

5. Employees shall notify the Board of their intention to exercise their displacement rights within five (5) days after receiving notice of layoff.
6. No employee shall displace an employee for whose position or classification there exists special minimum qualifications, as established by a Board position description, classification specifications, or by bona fide occupational qualifications, unless the employee desiring to displace another employee possesses the requisite minimum qualification for the position or classification.

G. Retention Points

1. Retention points, reflecting the length of continuous service and efficiency in service for all employees affected by a layoff shall be started with a base of one hundred (100) points. Employees shall receive one (1) point for each pay period of full-time continuous service.
2. Employees hired after January 1, 1991 shall have only their service with the Guernsey County Board of DD counted for calculation of retention points.
3. Should two (2) or more employees have an identical number of retention points, employees having the shortest period of continuous service shall be laid-off first, and if a tie still exists, the tie will be broken by **the last digit in the employee's social security number with nine (9) being high and zero (0) low**. If a tie continues you will move to the next to last digit and so on until the tie is broken.

H. Layoff Lists and Reinstatement Rights

1. Employees, who have been laid-off or, by virtue of exercising their displacement rights, have been displaced to a lower classification in their classification series, shall be placed on appropriate layoff lists. Those employees with the most retention points shall be placed at the top of the layoff list to be followed by employees ranked in descending total retention order. Laid-off employees shall be placed on layoff lists for each classification series equal or lower than the classification in which the employee was employed at the time of layoff.
2. An employee who is laid-off retains reinstatement rights for one (1) year from the date of layoff. During this one (1) year period, the Board shall not hire or promote anyone into that classification until all persons on the layoff list for that classification are reinstated or declined the position when it was offered.
3. Each laid-off or displaced employee, in addition to reinstatement rights with the Board, shall have the right to reemployment with the Board but only in the same classification from which the employee was initially laid off or displaced.
4. Any employee accepting or declining reinstatement to the same classification and same appointment type from which the employee was laid off or displaced, shall be removed from the **Board's layoff list**.
5. An employee who does not exercise his option to displace shall only be entitled to reinstatement or reemployment in the classification from which the employee was displaced or laid-off.
6. An employee who declined reinstatement to a classification, in the classification series lower than the classification from which the employee was laid-off or displaced, shall thereafter only be entitled to reinstatement to a classification, up to and including the classification from which

the employee was laid off or displaced, higher in the classification series than the classification that was declined.

7. Any employee reinstated or reemployed under this Section shall not serve a probationary period upon reinstatement or reemployment except that an employee laid off during an original or promotional probationary period shall begin a new probationary period.

## I. Definitions

1. Classification means a position which has a group of duties, responsibilities, authority and qualifications that are described in the job description.
2. Classification Series is a group of positions that have the same or similar duties, responsibilities and working conditions.
3. Equivalent Classification is a position with the same duties, type of responsibilities, authority, and similar qualifications.
4. Lower Classification is a position with less responsibility, qualifications, and/or compensation/rate of pay.
5. Guernsey County Board of DD classifications grouped by series:
  - a. Custodial/Maintenance:
    - i. Mechanic/Custodial/Maintenance Assistant
    - ii. Custodial/Maintenance Person
    - iii. Custodial/Maintenance Assistant
  - b. School:
    - i. Instructor
    - ii. Instructor Aide
  - c. Early Intervention Specialist
  - d. Day Habilitation/Direct Care:
    - i. Habilitation Specialist II
    - ii. Workshop Specialist II/Adult Services Worker II
    - iii. Habilitation Paraprofessional
    - iv. Workshop Specialist I/Adult Services Worker I
    - v. Habilitation Aide
6. Classification listing for bumping purposes from higher classification to lower classification:
  - a. Early Intervention Specialist
  - b. Habilitation Specialist II
  - c. Instructor
  - d. Custodial/Maintenance Person
  - e. Workshop Specialist II/Adult Services Worker II
  - f. Mechanic/Custodial/Maintenance Assistant
  - g. Habilitation Paraprofessional



- h. Custodial/Maintenance Assistant
- i. Workshop Specialist I/Adult Services Worker I
- j. Bus Aides
- k. Habilitation Aide
- l. Instructor Aide

J. The Guernsey County Board of DD annually on July 1, each year, will provide the local union with a list of employees. The list shall contain the employees name, current classification, date of entry into classification and number of retention points.

ARTICLE 12: VACANCIES

A. A vacancy occurs when the Superintendent determines to fill an existing bargaining unit job, create a new bargaining unit job or add one to an existing classification. Except as provided in Article 10, leaves of absence or other employment action, consequence or result, which causes a job opening so as to create a vacancy, does not automatically create a vacancy until the Superintendent posts a notice to fill that position on a permanent basis.

B. Vacancies

1. Posting: The Superintendent will post a vacancy notice naming the available job and describing the required duties and responsibilities and the necessary employee qualifications. The posting shall be for no longer than five (5) working days including the first working day of posting. Interested employees must submit written requests for the posted position during the posting period; otherwise their eligibility for the position is waived. Posting does not mean the position will be filled.
  - a. All positions for which there is a temporary assignment under Article 10 shall be posted and filled after the eighty-fifth (85<sup>th</sup>) workday or the position abolished.
2. Selection: The Superintendent will select the employee candidate she deems most qualified **based on the relative significance she gives to each candidate's skill, qualification, experience, potential, and seniority.** Each of these factors is not necessarily given equal weight. If the Superintendent decides that a bargaining unit member is not the most qualified for the available job, she may decide to fill the vacancy by hiring someone outside the bargaining unit. The Superintendent is not barred by this Agreement from advertising for applications from outside the program at the same time as an internal posting is posted for bid.
3. **Promotions: When the filling of a vacancy results in an employee's promotion, the newly promoted employee will have a probationary period of eighty-five (85) working days. In the event the Superintendent determined the employee's performance in the new position to be unsatisfactory, the employee shall be returned to his former position anytime during the probationary period.**

ARTICLE 13: WORKING DAY/WORKING CONDITIONS/VACATION LEAVE

A. Length of Work Day – School and Workshop Employees

1. **Employees' workday will be defined in their job descriptions. The workday is seven (7) hours, inclusive of a one-half (½) hour duty-free lunch period.** The workday for the Custodian/Maintenance person and Custodian/Maintenance Assistants are eight (8) hours,

inclusive of a one-half (½) hour duty-free lunch period. The workday for the Early Intervention Specialists, Mechanic, and Paraprofessionals is eight (8) hours, inclusive of a one-half (½) hour duty-free lunch period. This Article does not establish a guaranteed number of hours per day or hours per week, and the Board agrees to bargain with the Association over any proposed changes in the work hours listed above. Employees may also be required to participate in activities such as staffings, open house, circus, and parent/teacher conferences, etc. outside of normal working hours if it is not practical to schedule these events during normal working hours. FLSA-exempt employees who are required to participate in such activities shall receive compensatory time for said attendance outside normal working hours.

B. Calamity Days

1. Calamity Days will be allotted as required by the Ohio Administrative Code.
  - a. Only designated employees are required to work on days when the Superintendent indicates that the total program is closed due to calamity. Employees not required to work on the calamity days will suffer no loss of pay as the result of a calamity day having been called which closes the total program.
2. Those required to actually work on calamity days will receive their regular hourly rate for all hours actually worked, and the calamity pay as in paragraph C-1 above. These hours will not be included in computing hours worked to earn overtime.
3. In the event the number of calamity days exceed the total number of days in Section C., 1 a. and 1.b. above, in a given program year, such additional days shall be without pay unless an employee is required to actually work as per paragraph 2 above. Any scheduled make-up day shall be compensated at the regular hourly rate of pay for all hours actually worked.
4. Make-up days that are necessary as a result of calamity days in any program year exceeding the total number of days in Section C., 1 a. and 1.b. above, shall be scheduled at the discretion of the Board. Any scheduled make-up day shall be compensated at the regular hourly rate of pay for all hours actually worked. There may be days staff are required to work when no transportation **will be provided to some or all of the Board's clients.**

C. Vacation leave

1. Twelve (12) month employees shall accrue vacation in the following manner:
  - a. Upon completion of service of one (1) year with the Employer, employees normally scheduled to work forty (40) hours per week shall have earned and will be due eighty (80) hours of vacation leave with full pay. Employees who work less than forty (40) hours per week shall have earned and will be due a pro-rated amount of vacation leave after completion of service of one (1) year.
  - b. After completion of one (1) or more years of service with the Employer, employees will accrue 0.0385 hours of vacation leave for each hour in active pay status up to eighty (80) hours per year.
  - c. After completion of eight (8) or more years of service with the Employer, employees will accrue 0.0577 hours of vacation leave for each hour in active pay status up to one hundred twenty (120) hours per year.

- d. After completion of fifteen (15) or more years of service with the Employer, employees will accrue 0.077 hours of vacation leave for each hour in active pay status up to one hundred sixty (160) hours per year.
  - e. After completion of twenty-five (25) or more years of service with the Employer, employees will accrue 0.1162 hours of vacation leave for each hour in active pay status up to two hundred forty (240) hour per year.
2. **Days specified as holidays in Article 17 shall not be charged to an employee's vacation leave.** All employees are not required to take as vacation-scheduled days off as per the School/Industries calendar (i.e., during the Christmas Break). Vacation leave shall be taken by the employees during the year in which it was accrued prior to the next reoccurrence of the anniversary date of his/her employment; provided, the appointing authority may, in special and meritorious cases, permit such employee to accumulate and carry over his/her vacation leave to the following year. No vacation leave shall be carried over for more than three (3) years.
  3. An employee is entitled to compensation, at his/her current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his/her credit at time of separation and, in addition, shall be compensated for any unused vacation leave accrued to his/her credit for three (3) years immediately preceding the last anniversary date of employment. In case of death of any employee, the approved unused extended and current vacation leave earned shall be paid on a pro-rated basis to the date of his/her death, in accordance with Section 2113.04 of the Ohio Revised Code.
  4. Only twelve (12) month employees who work at least twenty (20) hours per week are entitled to earn vacation leave.
  5. Employees wishing to take vacation leave of one (1) day or less shall make such request at least forty-eight (48) hours in advance. Employees wishing to take more than one (1) day shall make a request at least one (1) week in advance. When one week notice is not possible due to extenuating circumstances, the employee may discuss the request with his/her immediate supervisor. If granted, this exception shall not constitute a precedent or establish a practice.
  6. Vacation leave will be granted on a first-come, first-served basis. In the event two (2) or more requests are made on the same day for identical week(s) and all requests cannot be granted, seniority will be the deciding factor. Vacation leave will normally be granted unless the needs **of the program dictate otherwise as determined by the employee's supervisor.**
  7. Request for vacation leave shall be made in writing on forms provided by the Employer. Written approval or disapproval of vacation request shall be returned to the employee no later than five (5) working days from the date of the request when applying for vacation in increments of four (4) or more working days. Once vacation is approved, it can only be canceled by mutual agreement.
  8. Vacation leave will not be granted in less than one-half (1/2)-hour increments.
  9. Time on vacation leave shall not be counted as hours worked for the computation of overtime.
  10. An employee shall be permitted to take payment twice per year at the per diem for any vacation time earned during the prior program year. The combined payout for the program year cannot exceed the amount earned in previous program year by said employee. Request for payment shall be made by the last work day prior to June 30<sup>th</sup> for payments to be made on

the last pay in July or request shall be made by the last work day prior to October 31<sup>st</sup> for payments to be made on the last pay in November.

Payment for vacation earned before June 30<sup>th</sup> shall be made at the pay rate earned during said program year. Payment for vacation earned after July 1<sup>st</sup> and not used before October 31<sup>st</sup> shall be made at the pay rate earned effective July 1<sup>st</sup> of said program year.

D. Transportation of Enrollees

1. Any employee who transports students or clients in his/her personal vehicle shall be covered by **the Board's liability insurance.**

E. Lounge Facilities

Lounge facilities shall be provided for all employees as space becomes available.

- F. Any expenses will be submitted ten (10) days prior to a Board meeting for approval.

- G. The Board will pay seventeen dollars (\$17.00), to any bargaining unit member that the Nurse delegates the responsibility for the administration of medication, or a nursing practice/procedure.

- H. Employees who use their own vehicle in the course of their job duties shall be reimbursed per mile at the optional standard mileage rate as issued by the Internal Revenue Service for the applicable year. Any increase granted by the Guernsey County Board of Commissioners to other county employees under their jurisdiction will likewise be granted to members of the bargaining unit. However, the rate will never fall below the optional standard mileage rate as issued by the Internal Revenue Service for the applicable year.

ARTICLE 14: PROBATIONARY PERIODS

- A. Every newly-hired employee will be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer. Twelve (12) month employees shall have a probationary period of one (1) calendar year. Nine (9) month employees shall have a probationary period of one hundred eighty-five (185) working days. During this one (1) calendar year or one hundred eighty-five (185) working day period, as the case may be, new employees serve at the pleasure of the Superintendent and her decision to discipline or discharge said employee is not grievable.
- B. Employees promoted to a higher pay range of positions with more responsibility will serve an eighty-five (85) working day probationary period. Failure during this probationary period will cause the employee to be returned to his/her position.
- C. Employees who have completed their probationary period will have the same assignment for the following year unless notified by the Board in writing two (2) weeks before the program year starts. Permanent assignments may be changed during the work year only for cause.
- D. All employees shall be employed pursuant to a calendar adopted by the Board.
- E. In performing his professional duties, the employee agrees to abide by and maintain the applicable laws, existing Board rules and regulations, and the Collective Bargaining Agreement, and certifications and/or registrations required by the Ohio Department of DD and Ohio Department of Education in accordance with Article 16.

- F. Upon his employment with the Board, the employee will be given a copy of his job classification, duties and responsibilities as adopted by the Board. School personnel will be given their room and/or class **assignment. In addition, a copy of the Board's existing rules and regulations affecting the performance of professional duties will be made available to the employee.**

ARTICLE 15: SENIORITY

- A. For the purpose of this Agreement, seniority shall be defined as the uninterrupted length of continuous service with the Board. Time spent on layoff shall not constitute a break in continuous service, if the employee is returned to employment within one (1) year of his layoff. However, time spent on layoff, if the employee is not returned to employment within one (1) year of his layoff, shall constitute a break in continuous service. An authorized leave of absence shall not constitute a break in continuous service, only if the employee returns to service immediately upon the expiration of the leave. Seasonal interruptions in the case of seasonal employees shall not constitute a break in continuous service, only if the seasonal employee returns to service immediately upon the expiration of the seasonal interruption. Also, time spent on disciplinary suspensions shall not constitute a break in continuous service. However, time spent on layoff, unpaid leaves of absence, seasonal interruptions, or disciplinary suspensions shall not be counted in determining total seniority. Once continuous service is broken, the employee loses all previously accumulated seniority.
- B. Among those with the same length of continuous service to the Board, seniority shall be determined by the following:
1. **The employee's first day on the job;**
  2. The length of any prior full-time service with the Board;
  3. The length of any prior full-time service with the State of Ohio or one of its political subdivisions;
  4. A coin toss.

ARTICLE 16: EMPLOYEE LICENSING, CERTIFICATION AND REGISTRATION

- A. It is the responsibility of each employee to acquire, maintain, update and/or renew any license, certificate or registration as required for his/her position with the Board and to transmit immediately proof of such acquisition, maintenance, updating and/or renewal to the Superintendent. It is also the responsibility of each employee to pay the fees required for certification, license or registration applications and coursework related to certification, licensing and/or registration except as otherwise provided in Article 31: Reimbursement for Approved Coursework. Any employee who fails to do so will be terminated in accordance with O.R.C. 5126.26, unless the employee has met all the requirements and has not had the certificate issued through no fault of the employee. The Board will reimburse all employees fifty percent (50%) of the cost of the state mandated certificate and/or license fees.
- B. Time spent by an employee relating to acquiring, maintaining, updating and/or renewing required licensing, certification or registration is not hours worked to be counted in computing overtime.
- C. Upon becoming aware, the Employer will post a notice of any changes or additions to requirements that become necessary for licensing, certification or registration.

- D. **It is the employee's responsibility to maintain any and all applicable driving licenses and insurability for vehicle insurance. Any employee who can't maintain** any and all driving licenses and insurability shall be transferred to another position within the classification, for which driving is not a necessity, unless the driving restriction is for failure of a drug or alcohol test under the Department of Transportation rules under the Omnibus Transportation Employees Testing Act, if one is available and the employee is qualified.

Secondly, if the first option is not available, the employee shall be offered any other available/open position for which the employee is qualified that might exist in the bargaining unit. If no position exists for which the employee is qualified, the employee will be laid off in accordance with Article 11: Layoffs **shall be recalled once obtaining necessary driver's license and insurance.**

- E. The Board of DD agrees to pay up to fifty percent (50%) of the cost for obtaining the B.C.I.I., as well as the federal FBI check on background on employees required by Ohio Revised Code.

ARTICLE 17: PROGRAM CALENDAR/HOLIDAYS

- A. The Superintendent **shall confer (not bargain) with the Association prior to the Board's adoption of the** program calendar. The Board has final discretion in adopting the program calendar.

- B. The program year for twelve (12) month employees is normally two hundred forty-nine (249) workdays, including ten (10) paid holidays unless the Superintendent determines that the year needs to be lengthened to accommodate business requirements of the workshop. In this event, the employees shall be paid their regular daily rate for any additional days. The program year for nine (9) month employees is one hundred ninety-two (192) workdays, including nine (9) paid holidays. Twelve (12) month employees receive ten (10) paid holidays, nine (9) month employees receive nine (9) paid holidays.

- C. Holidays for Twelve (12) Month Employees

The Guernsey County Board of Developmental Disabilities shall observe the following ten (10) Holidays:

1.	First of January	New Year's Day
2.	Third Monday in January	Martin Luther King Day
3.	Third Monday in February	<b>President's Day</b>
4.	Last Monday in May	Memorial Day
5.	Fourth of July	Independence Day
6.	First Monday in September	Labor Day
7.	Second Monday in October	Columbus Day
8.	Eleventh of November	<b>Veteran's Day</b>
9.	Fourth Thursday in November	Thanksgiving Day
10.	Twenty-Fifth of December	Christmas Day

- D. Holidays for Nine (9) Month Employees.

Same as for twelve (12) month employees except for Fourth of July not included.

- E. Employees paid a premium of overtime rates for hours worked or paid shall not have those hours counted further in determining any overtime liability under this or any other Section of this Agreement.

- F. In order to receive holiday pay, an employee must work the scheduled workday before and the scheduled workday after the holiday.

- G. In the event an employee calls off sick prior to or after a scheduled leave, i.e., vacation, spring break, winter break, etc., the Superintendent or designee shall **require a doctor's excuse with justification** for that employee to receive sick day pay. It is further agreed that the employer and the union will work together to curb misuse of sick leave.

ARTICLE 18: MEDICAL EXAMINATION

- A. The Board may require that an employee submit to a medical examination, at Work Pro or similar entity, in order to **determine the employee's capability to perform the substantial and material duties of the employee's position.**

**The Board shall supply the examining physician with facts known to it relating to the employee's condition.** The cost of the medical examination shall be paid by the Board or by the medical insurance (board carrier) if it is a completely covered expense.

ARTICLE 19: SICK LEAVE AND FUNERAL LEAVE

- A. Each employee shall be credited with sick leave of 0.0577 hours for each hour worked not to exceed one hundred twenty (120) hours per year. Vacation shall count as hours worked for this paragraph.

- B. Employees may use sick leave, upon approval of their supervisor and the Superintendent, for absence due to personal illness, pregnancy, injury, exposure to contagious disease, and/or illness, injury or **death in the employee's immediate family.**

1. Bargaining unit members will be granted three (3) days of funeral leave not deducted from their accumulated sick leave total providing one (1) of the three (3) days paid leave is the day of the funeral which the bargaining unit member must attend within a 200 mile radius from Cambridge Ohio. If the day of the funeral is on a Saturday or Sunday, bargaining unit members will be granted one (1) day of funeral leave not deducted from their accumulated sick leave total providing the funeral is within a 200 mile radius from Cambridge, Ohio.
2. Bargaining members who must travel outside the 200 mile radius may receive up to five (5) days funeral leave providing one (1) day is the day of the funeral, and the two additional days **are deducted from the bargaining unit member's sick leave accumulation.** If the day of the funeral is on a Saturday or Sunday, bargaining unit members may receive up to three (3) days of funeral leave and the **one (1) additional day is deducted from the bargaining unit member's sick leave accumulation.**

- C. Accumulation of sick leave shall be unlimited.

- D. **When sick leave is used, it shall be deducted from the employee's credit on the basis of one-half (1/2) hour for one-half (1/2) hour of absence. Sick leave pay is based on the employee's regular salary only.** (Supplemental contracts, bonuses, etc., are not included).

- E. Previously accumulated sick leave of an employee, who has been separated from public service in an Ohio public agency shall be placed to his credit upon his reemployment in this public service, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated for public service in Ohio.

- F. Each employee is required to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. The Superintendent may demand a licensed **physician's excuse for absences of three (3) consecutive days. In the event and with just cause, the Superintendent may require justification of sick leave if he suspects abuse of any sick leave day.**
- G. **Falsification of either a written, signed statement or a physician's certificate, or abuse of sick leave,** shall be grounds for disciplinary action. Employees who do not call one (1) hour to the start of their shift may have their sick leave denied.
- H. Employees who are not able to report to work due to illness or any other reason shall notify their immediate supervisor or the designated person no later than one (1) hour before the start of their normally scheduled workday.
- I. **Immediate family shall mean an employee's** spouse, children, brother, sister, father or mother-in-law, daughter or son-in-law, parents, grandparents, grandchildren, or a legal guardian or person who stands in the place of a parent or child.
- J. Upon the beginning of duties an employee shall be advanced a maximum of five (5) days for sick leave.
- K. **Absence(s) beyond the "accumulated day(s) of sick leave" or beyond the scope of this policy will result** in salary deduction(s).
- L. Each employee shall receive a record of the number of days accrued each pay period.
- M. Time on sick leave shall not be counted as hours worked to compute overtime.
- N. Any twelve (12) month employee who uses no sick leave during a three (3) month period shall be paid a stipend of \$100.00 per three (3) months beginning July 1. A sick leave donation will disqualify a bargaining unit member from being paid a stipend in a three (3) month period when sick leave is donated.
- O. Any nine (9) month employee who uses no sick leave during a four (4) months fifteen (15) day period shall be paid a stipend of \$150.00 for each four (4) months fifteen (15) day period. A sick leave donation will disqualify a bargaining unit member from being paid a stipend in a four (4) month period when sick leave is donated.

ARTICLE 20: MATERNITY LEAVE/PATERNITY LEAVE

- A. Upon written request of the Board, a pregnant employee shall be granted a leave of absence without pay. The unpaid leave of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties **of the employee's position. This period may** include reasonable pre-delivery, delivery and recovery time as certified by a physician, for six (6) months, and may be extended up to one (1) year. If the employee is unable to return to active work status within the six (6) month period, the employee shall be given a disability separation.
- B. A pregnant employee requesting an unpaid leave of absence must present at the time the request is **made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth or** other related medical conditions. Upon request and in accordance with procedures contained herein, the Board shall grant a **pregnant employee use of any or all of the employee's accumulated sick leave**



credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth, or other related medical conditions.

- C. An employee, at the discretion of the Superintendent, may be granted an unpaid leave of absence of **up to twelve (12) weeks within the first year of the child's life** for the purposes of childcare and/or bonding with the child. Such leaves of absence shall be considered on a nondiscriminatory basis without regard to the sex of the employee. An adoptive parent may request a leave of absence of the purpose of childcare. The employee shall be considered on the same basis as a biological parent under similar circumstances.
- D. Employees granted any unpaid leave of absence shall not be entitled to the same benefits as employees in active pay status, including insurance, sick leave accumulation, personal leave, vacation time and holiday pay.
- E. While on maternity leave or any other unpaid leave of absence, excluding family and medical leave, employees may continue their health and medical benefits by paying their premiums directly to the Board, if allowed by the insurance carrier.
- F. Upon the expiration of any unpaid leave of absence, the employee shall have the right to return to the same or similar position they held within their classification prior to taking said leave.

ARTICLE 21: PERSONAL LEAVE

- A. The Board grants up to three (3) working days with pay per school year for personal leave for nine (9) month employees. Twelve (12) month employees will receive four (4) personal days per year. This leave is to be non-accumulative and is not to be taken in less than one-half ( $\frac{1}{2}$ ) day increments. All personal leave days shall be unrestricted as to usage.
- B. Twenty-four (24) hours written notice of intent to use one (1) personal day must be given to the Superintendent. Seventy-two hours written notice of intent to use two (2) consecutive personal days must be given to the Superintendent. One (1) week written notice for three (3) or more consecutive personal days. Exceptions may be made in emergencies. Personal leave cannot be used before and after holidays or vacation, unless approved by the Superintendent. The Superintendent must approve personal days. That approval is subject to a first-come basis.
- C. Any employee who uses no personal leave during a program year shall be paid at the following rate according to the chart below:

4 hour - 9 month	=	\$150 (based on 3 personal days)
4 hour - 12 month	=	\$160 (based on 4 personal days)
7 hour - 9 month	=	\$180 (based on 3 personal days)
7-8 hour - 12 month	=	\$240 (based on 4 personal days)

If an employee takes a personal day, they can sell back their remaining unused personal days. Any personal days not used by June 30, in a program year, will be sold back by the last pay in July, at the **employee's request** prior to July 1.

ARTICLE 22: ASSOCIATION LEAVE

- A. The Association will be allowed four (4) Association Leave days with pay for Association business. The Board will only pay the cost of the substitute and will incur no other expenses as a result of the **representative's absence.**
- B. A request for Association leave shall be made, with the written approval of either the Association President or his designee, at least one (1) week in advance.

ARTICLE 23: PROFESSIONAL LEAVE DAYS

- A. Employees of the Board employed for a twelve (12) month period may be granted three (3) professional days per program year for the purpose of attending professional meetings and/or visiting other programs for the purposes of professional growth and development. These days are approved at the discretion of the Superintendent.
- B. Full-time employees of the Board employed for less than a twelve (12) month period shall be granted two (2) professional days per program year to attend professional meetings and/or other programs for his professional growth and development. These days are approved at the discretion of the Superintendent.
- C. Employees granted Professional Leave shall be granted reimbursement for all out of county expenses for registration, meals and housing upon presentation of proper receipts in accordance with the guidelines listed below:
  - 1. Registration Fee: Pre-approval and actual cost receipt required.
  - 2. Lodging: Pre-approval and actual cost receipt required.
  - 3. Meals: Receipt required with a maximum of \$35.00 per day. Seven dollars (\$7.00) for breakfast, eleven dollars (\$11.00) for lunch, and seventeen dollars (\$17.00) for dinner.
  - 4. If public carrier is approved by the Superintendent for travel, the employee shall be reimbursed for actual cost, receipt required. Employees shall be reimbursed the optional standard mileage rate as issued by the Internal Revenue Service for the applicable year.
- D. In-County Training
  - 1. In-county training where training breaks for lunch and lunch is not part of training lunch will not be reimbursed, unless it is work related in conjunctions with your job duties.
  - 2. The Board will continue to pay for all the registrations and mileage for in-county training conferences required by the Board.

ARTICLE 24: COURT LEAVE

- A. The Board shall grant court leave with full pay to an employee who is summoned for jury duty by a court of competent jurisdiction during working hours.

- B. **Any compensation or reimbursement for jury duty, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the County Treasurer and credit to the Board's funds.**
- C. An employee who is subpoenaed to appear in a work related legal matter by the Board shall be granted leave with pay. An employee who is subpoenaed to appear in a legal matter by someone else involving a student or client shall be granted leave with pay. Employer-employee conflicts are not subject to this provision.
- D. Leave without pay or personal leave shall be granted to employees subpoenaed in other legal matters.

ARTICLE 25: ASSAULT LEAVE

- A. In the event of a physical attack by an enrollee causing injury to an employee, the employee will receive full pay and benefits for up to thirty (30) days, which shall not be deducted from sick leave.
- B. **A physician's statement concerning the nature of the injury shall be required stating both the necessity to be absent from work and the duration of the absence.** In order to receive assault leave, the employee shall file a detailed report about the facts of the incident with the Superintendent by the end of the next working day after its occurrence.

ARTICLE 26: OVERTIME

- A. A covered employee, under the Fair Labor Standards Act, may earn overtime for hours actually worked in excess of forty (40) hours per week. Scheduling of overtime must be approved in advance by the Superintendent or designee.
- B. Forty (40) hour employees will be permitted to accrue compensatory time in lieu of receiving payment for overtime. Those employees who work less than forty (40) hours shall be entitled to compensatory time for any hours over their regular work week up to forty (40) hours. Compensatory time, over forty-(40) hour will be granted at a time and a half basis.
- C. Employees who currently have accrued compensatory time shall use such time at a time mutually convenient to the employee and his/her supervisor within one hundred eighty (180) days of the effective date of this Agreement. Any compensatory time not used by that point shall be paid.
- D. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or other provisions in this Agreement. Hours paid for sick leave, vacation leave, personal leave, jury duty, holidays not worked, funeral leave and compensatory time will not be figured or used in the computation of overtime.

ARTICLE 27: BOARD RETIREMENT PICK-UP

- A. The total amount of the statutorily required contribution to the Public Employees Retirement System of Ohio (PERS) or the State Teachers Retirement System of Ohio (STRS) shall be withheld from the gross pay of each full-time bargaining unit employee and shall be assumed and paid by the County. This payment is paid in lieu of contributions to PERS or STRS by each person within the bargaining unit. No person subject to this contribution shall have the option of choosing to receive the statutorily required

contribution to PERS or STRS directly instead of having "picked-up" by Guernsey County or being excluded from the "pick-up".

- B. The pick-up provided herein applies to all full-time bargaining unit employees who are contributing members of PERS or STRS. For the purposes of this Article, a full-time employee is a person who performs work for the Board in accordance with an established working time, but not less than twenty (20) hours per seven (7) consecutive calendar days for fifty-two (52) consecutive seven (7) day periods annually.
- C. The Auditor of Guernsey County will implement all procedures necessary in the administration of the pay of all persons in the bargaining unit to effectuate the pick-up of the statutorily required contributions to PERS or STRS so as to enable them to obtain the resulting federal and state tax deferments.

ARTICLE 28: SEVERANCE PAY

- A. An employee of the Guernsey County Board of Developmental Disabilities, at the time of retirement from active service with the County, may elect to be paid in cash for twenty-five percent (25%) of the value of his/her earned, but unused sick leave credit. The amount that is paid shall not exceed, for all payment, the value of fifty-two (52) days of accrued but unused sick leave.
- B. To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the Guernsey County Board of DD.
- C. **Such payment shall be based on the employee's base rate of pay at the time of retirement.**
- D. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- E. Employees who die shall be considered to have terminated their employment as of the date of their death and be eligible for such sick leave payment for which they would otherwise have qualified. **Such payment shall be made in accordance with O.R.C. Section 2113.04, or paid to the employee's estate.**

ARTICLE 29: WAGES

- A. Current employees both twelve (12) month and nine (9) month who are receiving steps will continue to receive steps July 1 annually, as long as they are available in their salary plan. All new or current employees on salary range shall remain or be placed on the salary range with no steps. Employees shall receive across the board negotiated raises within their salary range, employees who are at the top of the salary or pay range will have the top of the salary or wage range increased by the amount of any across the board wage increase.
- B. 2018 Wages:  
  
All employees in the bargaining unit shall receive a 3.5% wage increase in addition to the current seven percent (7%) pension pick-up paid by the Board.
- C. 2019 Wages:  
  
All employees in the bargaining unit shall receive a 3.0% wage increase in addition to the current seven percent (7%) pension pick-up paid by the Board.

D. 2020 Wages:

All employees in the bargaining unit shall receive a 2.5% wage increase in addition to the current seven percent (7%) pension pick-up paid by the Board.

E. Other:

1. All new employees in the bargaining unit hired after July 1, 2003 will be placed on a wage range. In addition, any current employee changing jobs after July 1, 2003 will be placed on the appropriate wage range.
2. All Workshop Specialist I and Floating Workshop Specialist personnel shall be placed on the Workshop Specialist II scale if they obtain an Associate Degree for which the course work has been approved by Management and is job-related.
3. **Bus Aides who have CDL's and substitute for a regular Bus Driver will be** paid the regular rate of pay for Bus Driver at Entry Level.
4. As members in the bargaining unit who work outside the positions that they normally work and are normally scheduled to work, perform work on a casual, temporary, or substitute basis in another bargaining unit positions that are covered by Article 3(A)(1), they shall be paid at the Entry Level of the salary schedule or pay range for this position.

ARTICLE 30: INSURANCE

A. Health Insurance

The Board shall provide health insurance on the same terms provided by the Guernsey County Board of Commissioners to its eligible employees and their eligible dependents by joining the Guernsey County Board of Commissioners' individual self-insurance program. The Board shall pay for full time employees the following amounts effective July 1, 2018:

1.		<u>2018</u>
	Single	<u>\$ 883.12</u>
	Employee/Family	\$1,805.22

Upon notice of any increase in the monthly rates after the effective date of this Agreement, representatives of the Board and Association shall meet to review the changes and discuss options for minimizing the impact of rate increases.

- B. The Board reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the Guernsey County Board of Commissioners' individual self-insurance program.

The Board will not be responsible for changes unilaterally imposed by the Guernsey County Board of **Commissioner's individual self-insurance** program or any other insurance provider in benefits, co-payment provision or deductibles so long as the Board uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another. With a two (2) week notice the Board will convene a committee of administration and union representatives who are covered and enrolled in the health insurance plan to discuss any changes.

C. The Board reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially similar to the Guernsey County Board of Commissioners' individual self-insurance program at the time this Agreement is ratified. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preadmission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

D. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plan. Any questions or disputes concerning said insurance policies or plans or benefits there under shall be resolved in accordance with the terms and conditions set forth in said policies or plan and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

The failure of either the Guernsey County Board of Commissioners' individual self-insurance program or any other insurance carrier(s) or plan administrator(s) to provide any benefits for which it has contracted or is obligated shall result in no liability to the Board, nor shall such failure be considered a breach by the Board by any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Board, bargaining unit member or beneficiary of any bargaining unit member.

E. Bargaining unit members who work five (5) days in a month will have the Board's share of these monthly premiums paid. Any employee who does not perform work on five (5) days in a month may continue coverage of these plans by directly paying the full cost of the premiums due to the Fiscal Officer of the Board.

F. There will be an open enrollment period, which will be set by the Guernsey County Board of Commissioners' individual self-insurance program or any other insurance carrier(s) with all employees being notified.

G. Life Insurance

The Board provides group term life insurance on the same or similar terms as provided by the Guernsey County Board of Commissioners' individual self-insurance program. The Board is bound by the dictates of the insurance provider as to reductions due to age.

H. Liability Insurance

The Board shall defend and indemnify employees of the bargaining unit in accordance with O.R.C. Chapter 2744.

I. The Board will comply with the Health Insurance Accountability and Portability Act of 1996.

## ARTICLE 31: REIMBURSEMENT OF APPROVED COURSEWORK

A. Eligibility

Any full-time employee is eligible for reimbursement for a course taken through an accredited facility. All, Adult Services, Ohio Department of Education Licensure and Early Intervention registration and any other courses needed for DD or Department of Education certification renewal or upgrading shall be

subject to the provisions of this Article. In any case, the maximum allowable reimbursement for coursework per employee completed during a program year is fifteen hundred dollars (\$1,500.00). Within the twelve thousand dollars (\$12,000.00) available per program year, employees will apply and be granted their approval on date of application except that the employee who must take a course to maintain certification will have first preference. For the purpose of this, the **"program year" starts on July 1 of a particular year to June 30 of the following year.**

Reimbursement will be made upon proof of satisfactory completion of such coursework with a grade of **"C" or better or a grade of "Pass" in a Pass/Fail course.** An employee shall remain in the employ of the Board for eight (8) months subsequent to completion of said coursework. Failure to comply with this requirement will necessitate reimbursement to the Board.

B. Procedure

Any request for reimbursement for a course can only happen after the following procedure is followed:

1. The course(s) must be approved for reimbursement by the Superintendent or designee as:
  - a. A course(s) that would apply toward certification renewal or upgrading
2. Before reimbursement, proof of successful completion of the course must be given to the Superintendent or designee. Payment for approved courses shall be made by the Board within thirty (30) days after completion of the above procedure.

Leaving work prior to stated employee hours; absence from required meetings, etc., for the purpose of making academic classes will be permitted at the discretion of the Superintendent or designee. Concerns of this nature must be stated prior to enrollment in the class(es).

ARTICLE 32: EVALUATION PROCEDURE

- A. All employees will be evaluated at least once during any program year (July 1 – June 30) before April 1. The Employer shall utilize the Department of Administrative Services form in addition to any other materials it may choose to utilize from Board Policy or any other materials currently being used. Bargaining unit members shall have the right of rebuttal of any evaluation and said rebuttal will be attached to the evaluation and placed in the personnel file. Should the employer wish to utilize materials **not currently used for the purposes of evaluation, the Employer and Employee's Union shall discuss and mutually agree on any proposed changes prior to implementation.**
- B. **Any evaluation materials used shall have the following statement: "The employee's signature on this form only indicates that he/she has read the material, not that the employee is in agreement or disagreement."**
- C. The Board will follow any State of Ohio mandated evaluation procedures that apply to county boards of developmental disabilities.

ARTICLE 33: LABOR-MANAGEMENT COMMITTEE

- A. Labor-Management Committee shall be established and meet quarterly, or as requested. Such Committee shall consist of four (4) representatives of the Association, of which two (2) must be officers, and four (4) representatives of the program, appointed by the Superintendent. The purpose

of the Labor Management Committee is to discuss concerns of either the Association or the Management/Administration.

- B. The side requesting the meeting shall be responsible for preparing an agenda of items to be discussed and delivering said agenda to the other party at least twenty-four (24) hours prior to the called meeting. In case of an emergency, this stipulation can be waived.
- C. The Union and Management mutually agree to waive the requirements of paragraph A., above, in case of an emergency.

#### ARTICLE 34: BEREAVEMENT LEAVE

- A. A bargaining unit member shall be granted two (2) days of Bereavement Leave annually for the death of persons not covered under the sick leave article, provided they have applied for such time off at least twenty-four (24) hours in advance. Bargaining unit members will submit the Guernsey County Board of DD application for leave form and under the category death – list name of deceased and this Article 34, and the date.

#### ARTICLE 35: COMMERCIAL DRIVER'S LICENSE

- A. Employees whose positions require a valid State of Ohio Commercial Driver's License are required to possess such license with proper and necessary endorsements and shall also be required to possess a Class B endorsement.
- B. The Guernsey County Board of DD will make available training to assist those individuals whose positions require such license. Such training will be designed to provide them with information to assist them in preparing for necessary test(s) and shall be at Board expense.
- C. The Board will arrange such training at a School work site during regular working hours.
- D. The Board will arrange for such employees to be able to obtain the necessary physical examination required for said license at no cost to the employee.
- E. The Board will pay the cost of the initial CDL and renewals for all current employees whose positions required said CDL after the effective date of this Agreement.
- F. Employees who do not possess the required CDL with endorsements will not be permitted to operate **the Board's equipment. The employee will be removed from his position and will be offered any other available/open position for which he is qualified that might exist in the bargaining unit.** If no such position exists for which he is qualified, the employee will be laid off in accordance with Article 11: Layoffs of this Agreement and shall be recalled upon satisfactory completion of the CDL examination.
- G. An employee who loses his driving rights for a period of sixty (60) days due to violation of law, may move to an available/open position for which he is qualified that does not require the operation of any Board and/or leased equipment. During this time period, the Board will fill his vacant position temporarily for sixty (60) days until the employee again obtains his CDL. Should no open and/or vacant position exist for which he is qualified, the employee will be laid off in accordance with Article 11 of this Agreement and shall be recalled upon obtaining the CDL.



- H. An employee who loses his driving rights for a second time, after the initial sixty (60) day suspension, will face termination of his employment with the Guernsey County Board of DD under the provisions of this Agreement.

ARTICLE 36: USE OF TOBACCO PRODUCTS

- A. All employees are encouraged not to use tobacco products during working hours; however, employees who smoke must do so in designated smoking areas only. Weather permitting, employees are allowed to also smoke outside the building in the rear of the School or Board facility only. Employees may only smoke on designated breaks or lunch during the workday.
- B. Smoking is not permitted in Board vehicles.
- C. Users of tobacco products are to show consideration for non-users where a conflict may arise.

ARTICLE 37: RESIDENCY

- A. It is the goal of the Guernsey County Board of Developmental Disabilities that all employees reside in Guernsey County.
- B. To accomplish that goal, all employees hired after January 1, 1992 are encouraged to move or keep their residency in Guernsey County.
- C. **All new employees must maintain residency in the State of Ohio (as in "B" above).**

ARTICLE 38: DRUG-FREE WORKPLACE

- A. The Board shall adopt a policy, which is in compliance with the Drug-Free Schools and Communities Act. All bargaining unit members shall receive a copy of the Board-adopted resolution regarding a drug-free workplace.
- B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises or at any workplace. The Employer shall provide a Drug-Free Workplace in-service for all bargaining unit members during the regular in-service day(s) program.
- C. For the purposes of these provisions, the following definitions shall apply:
  - 1. **"Drug abuse offenses" shall be defined as the unlawful possession, use or distribution of illicit drugs and alcohol.**
  - 2. **"Work Place" is defined as any area under the control of the Board or at any Board-sponsored activity regardless of location.**
  - 3. **"On duty" is defined as** required attendance at the workplace in accordance with the provisions of the Master Agreement regarding hours of work and workday.
- D. 1. Any bargaining unit member who violates these provisions through his/her unlawful use of alcohol or an illegal drug shall be granted, upon his/her first offense, the right of participating in a rehabilitation program.

- a. Bargaining unit members entered into a rehabilitation program shall be permitted to use any sick leave or vacation leave to their credit.
  - b. Any bargaining unit member who has exhausted his/her sick and vacation leave shall be granted unpaid leave to participate in a rehabilitation program.
2. **After the employee's first offense, the employee will be disciplined pursuant to the terms of the Master Agreement.**
  3. Any bargaining unit member convicted of unlawful sale, distribution and/or manufacture of illicit drugs shall be disciplined in accordance with the provisions of this Master Agreement.

ARTICLE 39: ALCOHOL AND DRUG TESTING

This Article applies to all bargaining unit employees; the Board will follow the federal statutes as it relates to **employees with Commercial Driver's License (CDL)**. All non-CDL drivers will submit to a random drug and/or alcohol testing up to four (4) times a year.

- A. It is the policy of the Board that the public has the absolute right to expect persons employed by the Board will be free from the effects of drugs and alcohol. The Board, as the Employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such a manner as not to violate any established constitutional rights of the employees of the Board.
- B. Employees shall be prohibited from:
  1. Consuming or possessing alcohol at any time during or just prior to the beginning of the workday or anywhere on the Board premises or job sites, including Board buildings, properties, **vehicles and the bargaining unit member's personal vehicle while engaged in Board business;**
  2. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty;
  3. **Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs, which the employee may be taking.**
- C. When the Management has reasonable suspicion to believe that:
  1. an employee is being affected by the use of alcohol; or
  2. has abused prescribed drugs; or
  3. has used illegal drugs.

The Board shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Board may also require the employee to randomly submit to alcohol or drug testing.
- D. Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the Board shall provide the employee with a written notice setting forth the facts and interferences which form the basis of the order to test. Refusal to submit to such test may subject the

employee to discipline, but the **employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.**

- E. The Board will provide transportation to the licensed medical facility to obtain bodily fluid or material samples.

In conducting the testing authorized by this Agreement, the Board shall:

1. Use only a clinical laboratory or hospital facility, which is certified to perform drug and/or alcohol testing. The licensed medical facility will serve as a collection site and to a laboratory designated by the Board will conduct the required testing of samples.
2. Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
3. Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
4. Collect samples in such a manner as to preserve the **individual employee's right to privacy while** insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility **does not have a "clean room" for submitting samples or where there is** reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
5. Confirm any sample that tests positive in initial screening for drugs by testing the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
6. Provide the employee tested with an opportunity to have the additional sample tested by a **clinical laboratory or hospital facility of the employee's choosing, at the employee's own** expense; provided the employee notifies the Board within seventy-two (72) hours of receiving the results of the test.
7. Require that the laboratory or hospital facility report to the Board that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results hereof be obtained by the Board inconsistent with the understandings expressed herein (i.e., billing for testing that reveals the nature or number of tests administered), the Board will not use such information in any **manner or form adverse to the employee's interest.**
8. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration that exceeds the standards in the Ohio Revised Code for Driving While Under the Influence of Alcohol or Intoxicants (D.W.I.).
9. Provide each employee tested with a copy of all information and reports received by the Board in connection with the testing and the results.
10. Insure that no employee is the subject of any adverse employment action except that emergency temporary reassignment or relief of duty during any pending testing procedure.

- F. If disciplinary action is taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.
- G. The Board shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the Board may require reassignment of the employee with pay if he is unfit for duty in his current assignment if an assignment is available. The foregoing is conditioned upon:
1. The employee agreeing to appropriate treatment as determined by the physician(s) involved;
  2. The employee discontinues his use of illegal drugs or abuse of alcohol;
  3. **The employee completes the course of treatment prescribed, including an "after-care" group for a period of twelve (12) months;**
  4. The employee agrees to submit to random testing during the hours of work during the period of "after-care".
- Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Board to retain an employee on active status throughout the period of rehabilitation if it is **appropriately determined that the employee's current use of alcohol or drugs prevents such individual** from performing the duties of his position or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.
- H. If an employee has a second violation of this policy, the employee shall be disciplined with no right to the treatment option indicated in item G., above.

#### ARTICLE 40: FAMILY AND MEDICAL LEAVE

- A. In accordance with the Family and Medical Leave Act of 1993 and amendments, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave for the following reasons: (This does not adversely affect the use of sick leave in Article 19 & 20 and may be in addition to that use of paid sick leave).
1. To care for a newborn son or daughter;
  2. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
  3. to care for a seriously ill spouse, child or parent; or

4. because of their own serious health condition.

Entitlement to childcare shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption of foster placement.

The Board observes a rolling twelve (12) month period or year for determining Family Medical Leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA and goes back 12 months for determining eligibility and forward from date of application for leave twelve (12) months for the 12 weeks of leave usage.

- B. Bargaining unit members must give the Board at least thirty (30) days notice, or as much notice as is practicable in foreseeable situations and must clearly indicate that the request is to use leave as granted by the Family and Medical Leave Act of 1993.
- C. Except as noted in Article 20: Maternity Leave, bargaining unit members will be required to use at least four (4) weeks of their accumulated paid sick leave as part of the twelve (12) weeks of family and medical leave, if they have such leave. In no case shall any employee be required to use any sick leave accumulated if such accumulation is 100 hours or less.
- D. Medical certification may be required to substantiate leave for reason number four (4) stated above with the Board having the option of requiring second and third opinions. Medical certification shall include the following:
  - 1. the date the condition began;
  - 2. the probable duration of the condition;
  - 3. appropriate medical facts regarding the condition and the necessity for the leave; and
  - 4. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during the period of leave.
- E. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements have been satisfied.
  - 1. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Superintendent may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring period of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.
- F. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a **total of twelve (12) weeks per year, with the Board paying the Board's share of health insurance premium.** The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious **health condition or due to other circumstances beyond the bargaining unit member's control.**
- G. For the purpose of this article, the following definitions shall apply:

1. **"Serious Health Condition"** – an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits; or supervision by a health care provider.
2. **"Reduced Leave Schedule"** – a leave schedule that reduces the usual number of hours per workweek, or hours per work day, of a bargaining unit member.

ARTICLE 41: EMPLOYER TRANSITION

A. The Board and Association acknowledge that in accordance with the work plan adopted by the Board in 2011, there will be substantial changes to the operation of the employer that will impact bargaining unit members during the life of this Agreement. In acknowledgment of this transition, the Board and Association agree that:

1. For any bargaining unit member assigned to work at Guernsey Industries who retires or resigns by December 31, 2018, contingent upon 60 calendar days written notice, there shall be a **one-time lump sum payment that is based on the employee's date of hire and will be paid to the employee based on the Board's normal payroll cycle, as set forth below:**

Number of years of service as of date of facility closure:

- 0 to 4 years - \$5,000
- 5 to 9 years - \$8,000
- 10 to 14 years - \$11,000
- 15 to 19 years - \$14,000
- 20 to 24 years - \$17,000
- 25 years plus - \$20,000

2. For any bargaining unit member assigned to work at Guernsey Industries who retires or resigns between January 1, 2019 and June 30, 2019, contingent upon 60 calendar days written notice, there shall be a **one-time lump sum payment that is based on the employee's date of hire and will be paid to the employee based on the Board's normal payroll cycle, as set forth below:**

Number of years of service as of date of facility closure:

- 0 to 4 years - \$2,500
- 5 to 9 years - \$4,000
- 10 to 14 years - \$5,500
- 15 to 19 years - \$7,000
- 20 to 24 years - \$8,500
- 25 years plus - \$10,000

3. For any bargaining unit member assigned to Guernsey Industries who retires or resigns after June 30, 2019, no payment shall be made under this article.
4. For those employees who hold the position of Instructor or Instructor Aide at the Golden Rule School who have been employed with the Board since at least January 1, 2010, whose positions are abolished at the end of the 2018-2019 school year, and who remain employed through the end of the 2018-2019 school year, such employee shall receive payment under the same terms as subsection 1 through 3 of this Article.

5. If any bargaining unit position other than those specified in this Article is abolished during the life of this agreement, the Board and Association shall meet with the intent of providing impacted employee(s) an incentive payment under the same terms as subsection 1 through 3 of this Article.
6. Any employee who applies for another position with the employer and is awarded that position is not eligible to receive payment under this Article.
7. The Board agrees to work jointly with the Association to provide assistance to bargaining unit members displaced by the transition. Such assistance shall include time during the regular work day to meet with the Ohio Department of Job and Family Services and/or other agencies which provide job placement skills training, including resume writing and interviewing skills.
8. For any such employee who receives a one-time lump sum payment and is subsequently hired by Guernsey Industries, the employee must complete the Ohio Public Employee Retirement System (OPERS) **"Carryover Employee Exemption Form"** upon presentation by OPERS or return to the Board the full amount of the one-time lump sum payment.

**ARTICLE 42: DURATION AND EFFECTS**

- A. It is agreed that during the negotiations leading to the execution of this Agreement, the Association and the Board have had full opportunity to submit all items appropriate to collective bargaining. Except as required by Chapter 4117 of the Ohio Revised Code, the Association and the Board expressly waive the right to submit any additional item for negotiation during the term of this Agreement.
- B. The contract becomes effective at 12:01 a.m. July 1, 2018, except as otherwise indicated herein, and shall remain up to 12:00 midnight on June 30, 2021, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to June 30, 2018.
- C. If notice of termination or amendment is given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

Signed this 21<sup>st</sup> day of June, 2018.

**FOR THE GUERNSEY/NOBLE  
EDUCATION ASSOCIATION, GNEA:**

**FOR THE GUERNSEY COUNTY  
BOARD OF DEVELOPMENTAL  
DISABILITIES:**

Robert L. Emert  
GNEA Bargaining Team Member

Phil Hays  
GNEA Bargaining Team Member

Maria C. Delik  
GNEA Bargaining Team Member

Gene D. Mackley  
GNEA Bargaining Team Member

Russell Joe Kinney  
GNEA Bargaining Team Member

Diana M. Chen  
GNEA Bargaining Team Member

Joel Blue  
OEA Labor Relations Consultant

Charles R. Fair  
Charles Fair, President

Christine Veselenak  
Christine Veselenak, Vice President

Melinda Yeran  
Melinda Yeran, Secretary

Lindsey Donehue-Angler  
Atty. Lindsey Donehue-Angler

Brenda Caldwell  
Brenda Caldwell

Dennis Harding  
Dennis Harding

Scott Woods  
Scott Woods

Kelle Brown  
Kelle Brown, Superintendent

Stephanie Neuhart  
Stephanie Neuhart, Business Manager

Joel Blue  
Approved as to form:  
Joel Blue, Prosecuting Attorney



## HOURLY WAGE SCALE

July 1, 2018 through June 30, 2021

Name:	Degree:	Salary Range:
Instructor Aide	12 qtr. Hrs. or 9 sem. Hrs.	\$10.20 per hour Entry; \$20.14 per hour Top
Instructor Aide		\$9.46 per hour Entry; \$18.66 per hour Top
Registered Habilitation Paraprofessional	12 qtr. Hrs. or 9 sem. Hrs.	\$12.59 per hour Entry; \$23.67 per hour Top
Registered Habilitation Paraprofessional		\$11.91 per hour Entry; \$22.89 per hour Top
Registered Habiliation Aide	12 qtr. Hrs. or 9 sem. Hrs.	\$10.32 per hour Entry; \$20.34 per hour Top
Registered Habiliation Aide		\$9.57 per hour Entry; \$18.86 per hour Top
Custodial/Maintenance Person	12 qtr. Hrs. or 9 sem. Hrs.	\$13.22 per hour Entry; \$27.50 per hour Top
Custodial/Maintenance Person		\$12.50 per hour Entry; \$26.67 per hour Top
Custodial/Maintenance Assistant	12 qtr. Hrs. or 9 sem. Hrs.	\$11.47 per hour Entry; \$19.46 per hour Top
Custodial/Maintenance Assistant		\$10.82 per hour Entry; \$18.68 per hour Top
Secretary/Receptionist/Clerk	12 qtr. Hrs. or 9 sem. Hrs.	\$11.65 per hour Entry; \$22.27 per hour Top
Secretary/Receptionist/Clerk		\$10.87 per hour Entry; \$21.43 per hour Top
Bookkeeper	12 qtr. Hrs. or 9 sem. Hrs.	\$11.55 per hour Entry; \$25.02 per hour Top
Bookkeeper		\$10.87 per hour Entry; \$21.43 per hour Top
Registered Workshop Specialist II	12 qtr. Hrs. or 9 sem. Hrs.	\$13.39 per hour Entry; \$27.10 per hour Top
Registered Workshop Specialist II		\$12.42 per hour Entry; \$25.08 per hour Top
Registered Workshop Specialist I	12 qtr. Hrs. or 9 sem. Hrs.	\$11.04 per hour Entry; \$21.79 per hour Top

Registered Workshop Specialist I		\$10.97 per hour Entry; \$20.17 per hour Top
Workshop Specialist – Floating	12 qtr. Hrs. or 9 sem. Hrs.	\$11.04 per hour Entry; \$21.79 per hour Top
Workshop Specialist – Floating		\$10.24 per hour Entry; \$20.17 per hour Top
Mechanic	260 Days per year	\$12.33 per hour Entry; \$23.61 per hour Top

## HOURLY WAGE SCALE

July 1, 2018 through June 30, 2021

Name:	Degree:	Salary Range:
Instructor	Masters Degree	\$31,804 to \$69,355
Instructor	Bachelors Degree	\$29,042 to \$57,533
Instructor	5 years training	\$30,151 to \$62,713
Instructor	No Degree	\$23,009 to \$34,165
Early Intervention Specialist	Bachelors Degree	\$27,000 to \$67,871
Early Intervention Specialist	Masters Degree	\$30,000 to \$75,420
Counselor/Habilitation Specialist	Masters Degree	\$30,000 to \$67,812
Counselor/Habilitation Specialist	Bachelors Degree	\$27,000 to \$61,036
Habilitation Specialist II	Masters Degree	\$30,000 to \$67,812
Habilitation Specialist II	Bachelors Degree	\$27,000 to \$64,012

## Wage Scale

July 1, 2018 through June 30, 2021

### **2018-2021 Increases**

SALARY INCREASE EFFECTIVE JULY 1, 2018 (YEAR 1):	3.50%
SALARY INCREASE EFFECTIVE JULY 1, 2019 (YEAR 2):	3.00%
SALARY INCREASE EFFECTIVE JULY 1, 2020 (YEAR 3):	2.50%
RETIREMENT PICK UP EFFECTIVE JULY 1, 2018 (YEAR 1):	7.00%
RETIREMENT PICK UP EFFECTIVE JULY 1, 2019 (YEAR 2):	7.00%
RETIREMENT PICK UP EFFECTIVE JULY 1, 2020 (YEAR 3):	7.00%