



08-30-2019
1416-01
19-MED-04-0483
38238

**AGREEMENT
BETWEEN THE**

**LORAIN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

AND

**THE OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES/AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, LOCAL 4
AFL-CIO (OAPSE)**

EFFECTIVE

JULY 1, 2019

THROUGH

JUNE 30, 2022

**SERB CASE No
2019-MED-04-0483**

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Preamble	1
Article 1 Duration	1
Article 2 Management Rights	1
Article 3 Non-Discrimination	2
Article 4 Union Recognition	3
Article 5 Union Representation	3
Article 6 Leaves for Union Officials	5
Article 7 Dues Deduction.....	5
Article 8 Fair Share Fee	6
Article 9 Work Rules	7
Article 10 Employment Information.....	7
Article 11 Personnel Files	8
Article 12 Corrective Action.....	8
Article 13 Grievance Procedure.....	10
Article 14 Probationary Period	14
Article 15 Hours of Work	15
Article 16 Job Posting and Bidding Procedures	17
Article 17 Job Changes and New Positions	18
Article 18 Class Ratios/Class Size.....	19
Article 19 Meister Scheduling	19
Article 20 Layoff (Reduction In Force) and Recall	20
Article 21 Job Audits	21
Article 22 Subcontracting	22
Article 23 Evaluative Procedures.....	23
Article 24 Seniority.....	23
Article 25 Wages.....	25
Article 26 Temporary Working Level Adjustment.....	28
Article 27 Service and Support Administrators (Ssa).....	29
Article 28 Education Pay Supplement	30
Article 29 Tuition and Coursework Reimbursement	31
Article 30 Calamity Days/School Closures	31
Article 31 Program Closing Days	33
Article 32 Holidays	34
Article 33 Call-In Pay	37
Article 34 Flexible Work Schedules – SSA Department.....	37
Article 35 Supplemental Salaries.....	40
Article 36 Travel Expenses	40
Article 37 Work Clothes	41
Article 38 Personal Mail	41
Article 39 Vacation Time.....	41
Article 40 Sick Leave/Personal Leave.....	43
Article 41 Personal Days (School).....	47
Article 42 Disability Leave/Disability Separation	47

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 43 Leave of Absence.....	52
Article 44 Assault Leave.....	52
Article 45 Jury Duty/Court Leave.....	53
Article 46 Military Leave.....	54
Article 47 Medical/Health Coverage	55
Article 48 Continuation of Benefits.....	56
Article 49 Medication	57
Article 50 Bulletin Boards	57
Article 51 Labor-Management Meetings.....	58
Article 52 Distribution of Agreement.....	59
Article 53 No Strike/Lockout.....	59
Article 54 Safety Committee	59
Article 55 Licensure Reimbursement	60
Article 56 Severability	60
Article 57 Successors and Assignees.....	60
Article 58 Life Insurance	60
Article 59 Application of Civil Service Law	61
Article 60 Joint Committee on Building Maintenance	61
Article 61 Class Title as Listed on Job Descriptions	61
Signature Page	62
Appendices.....	63
Appendix A Listing of Departments and Positions	64
Appendix B Union Representation Time Form.....	68
Appendix C Lorain County Board Of DD “Notice Of Bumping”.....	69
Appendix D Wage Schedules	70
Side Letter Of Agreement #1	76
Side Letter Of Agreement #2.....	77
Side Letter Of Agreement #3.....	78
Memorandum of Understanding.....	79

PREAMBLE

Section 1. This agreement, entered into by the Lorain County Board of Developmental Disabilities, Lorain County, Ohio, hereinafter referred to as the “Employer,” and the Ohio Association of Public School Employees/American Federation of State, County and Municipal Employees, Local 4, AFL-CIO, (OAPSE), hereinafter referred to as the “Union,” has as its purpose the mutual satisfactory relationship between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences which may arise; the establishment of wages, hours and other terms and conditions of employment; and to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

ARTICLE 1 DURATION

Section 1. This agreement shall be effective as of July 1, 2019, and shall remain in full force and effect through June 30, 2022.

Section 2. If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than one hundred and fifty (150) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. The Employer agrees to reimburse up to three (3) bargaining unit employees for one-half (1/2) the time spent in the re-negotiations of this agreement at their regular rate of pay. This is not intended to limit the number of employees on the negotiating committee during unpaid time. All other provisions of ORC 4117 shall apply unless otherwise mutually agreed upon.

Section 3. 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. The provisions of this agreement constitute the entire agreement between the Board and the Union and all prior agreements and practices, either oral or written, are hereby cancelled. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally, waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not referred to or covered in this agreement.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

A. To determine the functions and programs of the Employer;

- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure;
- F. To direct, supervise, evaluate, or hire employees;
- G. To maintain and improve the efficiency and effectiveness of the Employer's operations;
- H. To determine the overall methods, process, means, or personnel by which the Employer's operation are to be conducted;
- I. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Lorain County Board of DD as a unit of government;
- L. To effectively manage the work force;
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit; and
- N. Notwithstanding other provisions of this agreement, the Employer retains the right to carry out statutory mandates and goals, to promulgate work rules, regulations, polices, procedures, or directives (hereinafter referred to as "work rules"), consistent with the Employer's authority to regulate the personal conduct of employees which are not in direct violation of the expressed provisions of this agreement.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE 3 **NON-DISCRIMINATION**

Section 1. The Employer and the Union recognize their respective rights and responsibilities under state and federal civil rights laws. The parties agree that, insofar as practicable, the provisions of this agreement shall be applied without regard to race, color, religion, national origin, national ancestry, military status, age, sex, disability, or genetic information, except where a bona fide occupational qualification may exist, or political affiliation.

Section 2. All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3. The Employer agrees not to interfere with the rights of the bargaining unit employees to become members of the Union, and the Board shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union as long as that activity does not conflict with the terms of this agreement.

Section 4. The Union agrees not to interfere with the right of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 4 **UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative of the employees included in the bargaining unit as found in SERB Certification Case No. 84-RC-09-1856, (Bargaining Unit A) as may have been or may be amended. Also, Appendix A represents a full and updated listing of bargaining unit positions setting forth the departments and in-house titles for each position within Bargaining Units A and B. Notwithstanding the above, and consistent with the provisions of HB 94 (2001), the position of Case Manager shall no longer be included in the bargaining unit (Bargaining Unit A).

Section 2. Effective November 30, 2001, the previous Case Manager positions were reclassified to Service and Support Administrator and were placed in a separate bargaining unit (Bargaining Unit B).

This agreement shall then constitute a multi-unit agreement, and any provision addressing/excluding a single bargaining unit shall be so delineated.

ARTICLE 5 **UNION REPRESENTATION**

Section 1. The Employer agrees to permit up to three (3) Union staff representatives who are not employees of the Employer access to the Employer's premises during normal office business hours. Such staff representatives shall also be permitted access to the Employer's facilities for any scheduled Union meeting to be held before or after normal office business hours. The Union agrees that such visitations shall not interfere with the work duties of the employees except to the extent otherwise authorized herein. Such visitations shall be for the purpose of conducting Union business.

Section 2. The Employer shall recognize as Union representatives the President of the Local, or in his/her absence, the Vice President, a grievance committee chairperson, and one (1) steward

for each building. The stewards shall be members of the bargaining unit. The stewards shall be recognized as representatives for the building in which they are employed.

Section 3. The Union shall provide to the Employer an official roster of its Union representatives which is to be kept at all times and shall include the following:

1. Name
2. Address
3. Home telephone
4. Immediate Supervisor
5. Union office held

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

Section 4. The Local President, the Vice President in the President's absence, the grievance committee chairperson, and the stewards (representatives) shall be permitted time off without loss of pay for a cumulative maximum of twenty (20) hours per month for the purpose of conducting Union business.

To secure pay for time off afforded by the Employer during their regularly scheduled working hours under paragraph one of this section, the above mentioned representatives will be required to obtain prior authorization on forms which will be provided by the Employer. Such form is attached hereto as Appendix "B."

Requests for time off shall normally be submitted at least twenty-four (24) hours in advance. This advance notice requirement may be waived by the Superintendent/designee.

Any time requirement in any month beyond the specified amounts herein shall not be paid or approved by the Employer.

Section 5. The parties agree that the Employer shall be responsible for scheduling labor/management meetings, grievance hearings and predisciplinary conferences. Therefore, any such meetings scheduled during the normal working hours of affected Union representatives shall not cause them to suffer any loss of pay nor to be charged with time off under Section 4 herein. Additionally, mutually agreed to consultations with the Employer or its representatives concerning the enforcement of this agreement shall not be charged against the time authorized in Section 4 herein. Telephone consultations shall not occur during working hours unless it is the non-working time of the affected bargaining unit employee. Messages will be taken for Union representatives as necessary, and services shall not be compromised to take/respond to Union business calls.

Section 6. The Employer agrees that the Union and its representatives may use the Employer's inter-agency mail system to distribute mail for Union purposes.

Section 7. The Local Union President/designee will be provided the opportunity to meet with a newly hired bargaining unit employee for fifteen (15) minutes during the first thirty (30) days of employment of the new hire for the purpose of providing information about the Union. Any such meeting scheduled during the normal working hours of the Local Union President/designee shall not cause him/her to suffer any loss of pay nor to be charged with time off under Section 4 herein.

ARTICLE 6
LEAVES FOR UNION OFFICIALS

Section 1. The Employer agrees that no more than four (4) delegates or alternate delegates to the annual conventions of the Union shall be granted leave by the Superintendent for the purpose of participating in such conventions, provided that leave will not be granted to more than one (1) delegate/alternate from any one (1) department at the same time. Where extenuating circumstances exist and operational needs and services will not be negatively impacted, one (1) additional delegate or alternate within a department may be authorized by the Superintendent. Such leave shall be unpaid, except that two (2) employees will be approved for three (3) days of paid leave. The Union agrees to give the Employer fifteen (15) days advance notice in writing.

ARTICLE 7
DUES DEDUCTION

Section 1. The Employer will deduct Union dues, initiation fees, and assessments from the wages of members of the bargaining unit who authorize in writing such deductions. Authorization shall be presented to the Employer, and the Employer shall make such deductions from the payroll check for the next pay period in which dues are normally deducted.

Payroll deduction authorization for periodic dues, initiation fees, and assessments shall be continuous, except that the authorization may be withdrawn by the employee submitting a certified letter revoking such authorization to the Union President, the Employer, and Union State Treasurer during a ten (10) day period ending August 31st. The Employer shall be relieved from making individual deductions upon an employee's revocation of dues deduction authorization provided for in this article. Deduction authorizations not revoked during the ten (10) day period shall continue for successive period of one (1) year, unless prohibited by law.

Deductions shall be made once per month from the employee's wages as follows:

- for nine (9) month employees - nine (9) deductions;
- for ten (10) month employees - ten (10) deductions;
- for twelve (12) month employees - twelve (12) deductions.

Deductions shall be made during the months the employees work. The Union shall notify the Personnel Director of the Employer of the amounts and of any changes in the amounts to be

deducted from the employees' wages. The Employer shall have one (1) month from the date of notice of change in amount of deductions to implement those changes.

Within fifteen (15) days after the deductions are made, the Employer shall forward the deductions by warrant to the Union State Treasurer. Such warrant shall be accompanied by an alphabetical listing of the employees for whom deductions were made and the amount of the deductions.

Section 2. Other than to make the deductions provided herein and to remit the same to the Union, the Employer assumes no financial obligation arising out of the provisions of this article. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer pursuant to this article. The Employer will not honor any deduction authorization executed in favor of any other labor organization.

Section 3. PEOPLE Deductions. Consistent with the procedures established by the Lorain County Auditor, the Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a voluntary written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to OAPSE's Columbus office together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer agrees to remit these deductions in a separate check. The Union agrees to indemnify the Employer for any claims, demands, suits, and any other forms of liability incurred as a result of the implementation and enforcement of this provision.

ARTICLE 8 **FAIR SHARE FEE**

The parties acknowledge and agree that enforceability of the provisions of this Article shall be dependent upon state and federal law as applicable.

Section 1. Sixty (60) days following the beginning of employment, or the effective date of this agreement, whichever is later, employees in the unit who are not members of the Union shall pay to the Union a fair share fee as a condition of employment with the Employer. Such fair share fee shall not exceed dues paid by members of the Union who are in the bargaining unit. The Union shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amounts of dues deductions. At the same time the Union shall also provide to all employees in the bargaining unit a notice containing the amount of the fee, the basis for the fee, and a statement that the employee may file an objection to the fee as assessed.

Fair share fees shall be deducted from the payroll checks of the employees in the same manner as

regular membership dues are deducted and forwarded by the Employer to the Union, except that written authorization for deduction of fair share fees is not required.

Section 2. In the event that an employee objects to the deduction of fair share fees, the employee may file an objection with both the Employer and the Union within fifteen (15) days after the fair share fee was first deducted from the employee's paycheck. If an objection is filed, the Union shall place thirty percent (30%) of the fair share fee in an interest bearing account. This procedure shall continue pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board pursuant to O.R.C. 4117.09 (C), and the Union agrees, if requested by the employee, to jointly request an expedited ruling from the State Employment Relations Board. The Union agrees not to use funds in the interest bearing account pending final resolution by the State Employment Relations Board or any court to which an appeal may be made of the State Employment Relations Board's determination. In the event a rebate is required, the Union assumes full responsibility for rebating the required portion of the fair share fee and any interest accumulated thereon.

Section 3. Other than to make the deductions provided herein and to remit the same to the Union, the Employer assumes no financial obligation arising out of the provisions of this article. The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, demands, suits, damages, awards, fines, and court costs by any employee arising from deductions made by the Employer pursuant to this article.

ARTICLE 9 **WORK RULES**

Section 1. The Employer will provide copies of all existing work rules, policies and directives to the officers of the Union and the bargaining unit employees.

Section 2. Copies of newly established work rules or amendments to existing work rules will be furnished to and discussed with the appropriate Union officials prior to their posting and implementation in a meeting between labor and management. Operational work rules/policies or amendments will be furnished to the Union President and affected employees.

Section 3. The Employer recognizes that no work rules, policies and directives shall be established that are in violation of any expressed terms of this agreement. All work rules, policies and directives shall be reasonable and applied consistently where applicable.

ARTICLE 10 **EMPLOYMENT INFORMATION**

Section 1. The Employer agrees to provide to the Union information concerning all appointments, promotions, transfers, corrective actions (i.e., suspensions, reductions, and removals), resignations, retirements, and reclassifications which affect either the position or the personnel in the bargaining unit. The Employer shall provide to the Union the name, position, rate of pay, date of action, type of action, and position description of the person appointed, promoted, transferred, or reclassified.

Section 2. The Employer agrees to meet with the Union President and/or a Union representative from the school, prior to the adoption of the new school calendar for the sole purpose of discussion and review of said calendar.

ARTICLE 11 **PERSONNEL FILES**

Section 1. Upon twenty-four (24) hour written notice (except in case of an emergency or upon mutual agreement), each employee, with his Union representatives present (if he so desires), and in the presence of the Human Resources Director or his designee, may inspect his personnel file as maintained by the Employer to the extent that the information is not confidential material by law. No material may be physically removed from an employee's file by the employee or representative. Any material subject to inspection may be copied at the employee's expense, at ten cents (\$.10) per page. File reviews will be conducted during normal business hours of the administrative offices.

Section 2. If an employee disputes the accuracy or completeness of any information maintained in the personnel file, he may submit a statement of rebuttal or explanation which will be attached to such document.

Section 3. All records of disciplinary actions shall cease to have force and effect for purposes of progressive corrective action twelve (12) months after their effective date, provided there has been no intervening disciplinary action within the same group (Group I, Group II, Group III) or higher within the established time frame.

Upon written request of the affected employee, records of disciplinary actions exceeding the time limitation set forth above will be removed from the personnel file and placed in a separate file. Any such separate file maintained under an individual employee will be available to review by the affected employee, upon written request. Nothing contained within said separate file shall be subject to removal. The parties recognize that such separate files shall continue to be public records maintained as required by law.

Section 4. An employee shall receive and sign a copy of "job related offenses" (i.e., disciplinary or corrective actions) before it is placed in his personnel file or it will be invalid. If the employee refuses to sign it, a statement to that effect shall be noted on the document, and the employee shall not use his refusal to sign said action as a basis to challenge the validity of said action.

Section 5. Anonymous letters or complaints shall not be placed in an employee's personnel file. However, the Employer reserves the right to investigate anonymous complaints or information, and if the allegations are substantiated, to proceed with corrective action.

ARTICLE 12 **CORRECTIVE ACTION**

Section 1. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

Section 2. The Employer and the Union agree that all disciplinary procedures shall be carried out in private and in a business-like manner. Any employee in disagreement with the disciplinary action of suspension, reduction, or discharge taken by the Employer may file a grievance in accordance with the grievance procedure contained in this agreement. Verbal warnings (instruction and cautioning) and written reprimands may also be appealed under the grievance procedure contained herein, but shall not be subject to Step 4, arbitration. In the event verbal and/or written warnings are part of progressive discipline which ultimately leads to a suspension, reduction, or discharge which is arbitrated, the parties will stipulate to any arbitrator that such verbal/written warnings/reprimands were not arbitrable.

Section 3. Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended, reduced, or discharged, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

The predisciplinary conference procedures shall be established by the Employer and shall include but not be limited to the following:

- A. A minimum of seventy-two (72) hours advance written notice to the affected employee and the local Union President of the date, time, and place of the conference, including a statement of the alleged misconduct.
- B. Conferences will be conducted by an administrator, selected by the Employer.
- C. The Union President will receive a copy of the predisciplinary conference results and any related documentation presented at the hearing.

The affected employees may elect to have a representative of the Union present at any such predisciplinary conference. An additional Union representative may attend upon the Union President explaining the need to the applicable supervisor, and with approval of the Superintendent in consideration of agency needs. An employee may also elect in writing to waive the opportunity to a predisciplinary conference. It shall be the responsibility of the affected employee to notify the Union of any predisciplinary conference and/or resulting disciplinary action. In the event the Employer determines it necessary to have a legal representative (i.e., legal counsel) present at any predisciplinary conference, the Employer will notify the affected employee of a right to legal counsel prior to the predisciplinary conference. If notice is not provided at least forty-eight (48) hours prior to the conference, the conference will be rescheduled upon request of the employee.

Section 4. In determining just cause and appropriate corrective action, there shall be taken into consideration the nature and seriousness of the offense, the effect the alleged conduct has on the Employer's operation, the discipline or lack thereof used in other similar situations known to the Employer, and the appropriateness of the proposed penalty in view of the record and length of service of the charged employee. The enumeration of these factors is not intended to preclude either the exercise of good and sound business judgment or to minimize the importance of an employee's property interest in his job.

Section 5. The Employer reserves the right to investigate any matter, incident, or complaint. Any employee questioned pursuant to this provision is entitled to have a Union representative present should such questioning move from investigatory to accusatory, or should the employee reasonably believe that disciplinary action may result. It shall be the responsibility of the affected employee to request Union representation.

ARTICLE 13 **GRIEVANCE PROCEDURE**

Section 1. A grievance is a claim by the Union or an employee in the bargaining unit that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

Section 2. Each grievance shall be processed in the following manner:

Step 1 - Immediate Supervisor: Within fifteen (15) working days after the aggrieved person knew, or should have known, of the act, event, or condition on which a grievance is based, the aggrieved person may present a formal grievance in writing to his immediate supervisor and send a copy to the Superintendent's Administrative Assistant. Within five (5) working days after the filing of the grievance, the immediate supervisor shall schedule a meeting with the aggrieved person to discuss the grievance and attempt to resolve it. Within five (5) working days after that meeting, the immediate supervisor shall provide the aggrieved person with a written response to the grievance.

Step 2 - Department Head: If not satisfied with the written response received from the immediate supervisor, the aggrieved person may, within five (5) working days after the receipt of that written response, appeal in writing to the department head. Within five (5) working days after receipt of the grievance at Step 2, the department head shall schedule a meeting with the aggrieved person to discuss the grievance and attempt to resolve it. Within five (5) working days after that meeting, the department head shall provide to the aggrieved person a written response to the grievance.

Step 3 - Superintendent: If not satisfied with the written response received from the department head, the aggrieved person may, within five (5) working days after receipt of that written response, appeal in writing to the Superintendent. Within five (5) working days after receipt of the grievance at Step 3, the Superintendent or his/her designee shall schedule a meeting with the aggrieved person to discuss the grievance and attempt to resolve it. Within five (5) working days after that meeting, the Superintendent or his/her designee shall provide to the aggrieved person a written response to the grievance.

Step 4 - Arbitration: If not satisfied with the written response from the Superintendent or his/her designee, the Union President/designee may, within fifteen (15) working days after the Superintendent's response, submit the grievance to arbitration by giving written notice to the Superintendent. Within forty-five (45) working days of the written notice of the Union President/designee of the intent to arbitrate, the Union President/designee shall provide written affirmation of the submission to arbitration or the grievance shall be

considered withdrawn. If written affirmation to arbitrate is timely provided, the Union shall, within thirty (30) working days thereafter, initiate a joint request for a list of fifteen (15) arbitrators (Ohio Resident Arbitrator) from the American Arbitration Association (AAA). A copy of this arbitration procedure shall be submitted to AAA along with the joint request. The arbitrator shall be selected by each party striking unacceptable names and ranking the remaining names in order of preference. Each party shall return its rankings/rejections to AAA within twenty-one (21) calendar days of receipt of the list from AAA. AAA will then notify the parties and the arbitrator of the appointment. Either party may reject one list and request AAA to submit another list of fifteen (15) arbitrators. The cost for another list, if any, shall be borne by the party rejecting the first list. The Union and the Employer shall alternately strike names from the second list until one (1) name remains and that person shall be the arbitrator. The Union will then notify AAA of the selection and send a copy of such notification to the Employer. AAA will then notify the arbitrator of his/her appointment and set a hearing date in consultation with the parties. The same procedure for selection of an arbitrator from a second list will be utilized should AAA be unable to make an appointment based on the parties' rejections/rankings on the first list. Upon the written request of either party, the parties shall meet or confer at least fifteen (15) calendar days prior to the arbitration hearing date to seek to settle the grievance. If it cannot be settled, the parties shall attempt to draft an agreed-upon submission statement. At the meeting, in any disciplinary case, each party shall provide the other party with a list of the witnesses it intends to call and a list of documents it intends to submit to the arbitrator relative to its case in chief. Following the conclusion of any such meeting, should either party determine it necessary to call additional witnesses and/or submit additional documentation (relative to its case in chief), said party shall notify the other party of such witness(es) and/or documentation prior to the commencement of the arbitration hearing. Should the grievance subsequently be withdrawn by the Union, following selection or affirmation, the Union shall be responsible for any cancellation fees of the arbitrator and/or any AAA fees. Should the grievance be settled through a written settlement agreement, the parties shall share equally the costs of any cancellation fees. If the parties are unable to agree upon a submission statement, but have agreed to proceed to arbitration over the underlying dispute, each party may submit a statement of the issue, consistent with the issues submitted on the face of the grievance and/or the arbitrability of the grievance, and the arbitrator shall frame the issue or issues to be decided. The arbitration hearing shall be conducted in accordance with the rules and regulations of AAA. The arbitrator shall be requested to render a decision and award within thirty (30) calendar days following the hearing or submission of final briefs.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The losing party shall pay the fees and expenses of the arbitrator.

The decision of the arbitrator shall be final and binding upon the aggrieved person, the

Union, and the Employer. The arbitrator shall have no power to alter, add to, or subtract from, or modify the terms of this agreement, or grant any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated.

Section 3. An “aggrieved person” is the Union or the person or persons making the claim. A grievance may be brought by the Union or an employee in the bargaining unit on behalf of other employees similarly situated in which event the grievances may be processed as a group grievance and separate grievances by each of the affected employees need not be filed. Group grievances shall, however, clearly indicate the bargaining unit members, position(s), or groups of employees affected, as specifically as possible. No grievance shall be denied or deemed deficient for failure to reasonably indicate all affected members.

Section 4. Grievances shall be processed promptly; however, the time limitations provided for in the article may be extended by mutual written agreement between the Employer and the Union. Grievances should be processed in the order set forth herein; however, grievances concerning wages or insurance may be introduced directly at Step 3. For those grievances introduced directly at Step 3, the time limitations within which a grievance must be brought as set forth in Step 1 shall apply.

Section 5. Working days, as used in this article, shall not include Saturdays, Sundays, holidays, sick days, or scheduled days off. For purposes of the article, the term working day is the working days of the employee when the employee is the moving party and the working days of the Employer when the Employer is the responding party.

Section 6. A grievance may be withdrawn at any point by submitting a written statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer within the time limitations set forth in the particular step shall be considered to be responded to in the negative and shall be automatically advanced to the next step of the grievance procedure, except to Step 4 - Arbitration, which requires a specific request by the Union to advance the grievance to arbitration.

Section 7. The written grievance shall be submitted on a grievance form which shall contain the following information:

1. Aggrieved person’s name;
2. Name of the aggrieved person’s immediate supervisor;
3. Date and time of the incident giving rise to the grievance;
4. Date and time the grievance was first discussed with supervisor;
5. The articles and sections of the agreement violated;

6. A brief statement of the facts involved in the grievance;
7. The specific remedy requested to resolve the grievance consistent with article(s) and section(s) grieved;
8. Name of Union representative.

Failure to fully complete the grievance form will not void the grievance; however, a grievance may not be expanded at arbitration from the scope of the grievance as it existed at Step 3. Forms for processing grievances shall be available through the following individuals/locations:

1. Designated Union officials;
2. Union building representatives;
3. Members of the Union Grievance Committee;
4. Employer offices in each building;
5. Central administration office (Human Resources).

Records of grievances maintained by the Employer shall be maintained in a separate file and shall not become a part of an employee's personnel file.

Section 8. The aggrieved person shall have a Union representative at Step 1 through Step 4 of the grievance procedure. Additional Union representatives may attend by mutual agreement of the parties. In the event that the employee desires to represent him/herself, the Employer will advise the Union of the time and place of the grievance meeting, and the Union shall have an opportunity to be present. If the employee represents him/herself, no adjustment to the grievance shall be inconsistent with the terms of the collective bargaining agreement. No labor organization or representative of the employee other than those designated by the Union may represent the employee or be present during any step of the grievance procedure.

Section 9. The Employer shall give copies of written responses at each level of the grievance procedure to the Union President or designee.

Section 10. Meetings scheduled under Steps 1 through 3 of this procedure shall be scheduled by the Employer and shall normally be scheduled during the business hours of the Administrative Offices. The aggrieved employee, Union representative, and any witnesses required shall not suffer any loss of pay while attending such grievance meetings scheduled during their normal working hours. The expenses of any non-employee witnesses for arbitration hearings shall be borne, if any, by the party calling the witness. The aggrieved employee, any witnesses required, and up to two (2) employee Union representatives shall not suffer any loss of pay for attending arbitration hearings scheduled during their normal working hours. The fees of any court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ARTICLE 14
PROBATIONARY PERIOD

Section 1.

- A. Initial Probationary Periods. The initial (new hire) probationary period for twelve (12) month direct care staff, service and support administrators, and nine (9) month teachers shall be two hundred eighty (280) calendar days.

The initial (new hire) probationary period for nine (9) month direct care staff (exclusive of teachers) shall be two hundred ten (210) calendar days.

The initial (new hire) probationary period for non-direct care staff shall be one hundred forty (140) calendar days.

- B. Non-Initial Probationary Periods. Non-initial probationary periods for staff moving to another position shall be required as set forth below.

Ninety (90) calendar days:

- any movement from any direct care position to a non-professional direct care position

One hundred forty (140) calendar days:

- any movement within the same department to any professional position (other than SSA or teacher)
- any movement into any non-direct care position

Two hundred eighty (280) calendar days:

- any movement into a SSA position
- any movement into a Teacher Position
- any movement from a different department into a professional position
- any movement from a non-direct care position to a direct care position

An employee with previous experience moving into another position other than to a Teacher or SSA may, at the request of the employee or the employee's manager, have his probation period reduced as determined by the Superintendent or designee.

An employee who is promoted, laterally moved, or voluntarily reduced while serving an initial probationary period shall have the initial probationary period stayed (put on hold) and shall start a new non-initial probationary period upon movement into the new position.

Section 2. Probation periods shall be required for newly hired, promoted, laterally moved, or voluntarily reduced staff. For purposes of these provisions, “laterally moved” shall be deemed a change from one position to another within the same pay range, or a change from permanent part-time status to full-time status within the same position.

Section 3. Any initial or non-initial probationary period may be extended for forty-five (45) calendar days at the discretion of the Employer. The Employer agrees to notify the Union in advance of such extension and to provide an opportunity for discussion if the Union so desires.

Section 4. Absences and/or transitional work assignments of five (5) consecutive work days or more, and summer break periods for nine (9) month staff occurring during a probationary period (initial or non-initial), shall cause the probationary period to be extended by the applicable number of consecutive days of absence/transitional work assignment/summer break.

Section 5. Employees serving an initial probationary period who are terminated from service with the Employer shall have no recourse to the grievance procedure provided for in this agreement to appeal such action.

Employees on non-initial probation periods who do not satisfactorily complete probation shall be returned to their former position or to a similar position if their former position no longer exists. However, if an employee is returned to the position he was initially hired into, and the initial probationary period had been stayed (put on hold), he shall be required to complete that initial probationary period and shall be treated as any other new hire, except that he shall only be required to complete the number of days that were remaining in the initial probationary period as of the date that he was promoted, laterally moved, or voluntarily reduced, and any extension thereof in accordance with Section 3 herein.

ARTICLE 15 **HOURS OF WORK**

Section 1. The standard work day for all employees except as set forth in Section 6 shall be eight (8) hours and the standard work week shall be forty (40) hours per week. However, the normal work hours and work week for each department may vary. Any permanent change in existing work hours will first be discussed with the Union prior to implementation. The work week shall commence at 12:01 a.m. on Sunday of each week and end at 12:00 midnight the following Saturday. The Employer shall observe a six (6) minute grace period at the onset of each employee’s work day for which the employee shall not be docked pay but may be subject to disciplinary action. Hours worked shall be recorded in a manner established by the Employer.

Section 2. Employees who are required by the Employer to work more than the standard forty

(40) hours in any work week specified above, and are overtime eligible, shall be entitled to overtime compensation for such time worked over forty (40) hours at the rate of one and one-half (1 1/2) times his regular rate of pay. All overtime shall be paid in accordance with the Fair Labor Standards Act, and paid meal periods shall not be counted as time worked. Time worked in excess of thirty seven and one-half (37 1/2) hours per week shall be paid at straight time until actual hours worked exceed forty (40) in one work week. Approved excess or overtime hours may be flexed within the applicable work week with the approval of the immediate supervisor/department head.

Section 3. The Employer shall endeavor insofar as may be reasonably practicable to make equal distribution of overtime among employees in the work unit, within departmental job position. Notwithstanding any other provisions of this agreement, in the event that a sufficient number of employees do not voluntarily accept overtime or additional work hours, such overtime additional hours shall be assigned and mandatory for the least senior employees in the affected position/work site, on a rotating basis, as applicable. It is recognized that part-time employees may be excluded from mandatory overtime/additional hours at the discretion of the Employer due to potential conflict with other employment and/or other reasons acceptable to the Superintendent. In instances where employees have voluntarily accepted additional hours (excess hours, overtime hours, or holiday hours) and subsequently become unable to work said hours, they must provide the Employer a seventy-two (72) hour advance notice of the inability to work. Where necessary, employees will be held over until other replacements are available.

Section 4. Each employee in the bargaining unit, except nurses officially assigned and primarily scheduled at Meister Road ICF shall be granted a paid one-half (1/2) hour meal period during each regular shift as scheduled by his supervisor.

Section 5. Employees in the bargaining unit, except nine (9) month employees, shall be granted one (1) fifteen (15) minute rest period with pay, except that nurses officially assigned and primarily scheduled at Meister Road ICF shall be granted two (2) fifteen (15) minute rest periods with pay which will be scheduled whenever practical to coincide with schedules and agency needs. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess preceded and followed by an extended work period, thus it may not be used to cover an employee's late arrival to work or early departure or extension of a meal period, nor may it be regarded as cumulative if not taken.

Section 6. The standard scheduled work day for nine (9) month direct care employees shall be seven (7) hours per day, except that on one (1) day per week and on one (1) additional day per month, not a Saturday or Sunday, direct care staff may be scheduled to attend meetings. During conference week, conferences with parents/guardians will commence at a pre-arranged designated time and shall be considered both "conference day" and the meeting for that week, and shall be mandatory. At the end of the school year, the above-mentioned additional one (1) day per month meeting shall be designated for report writing as necessary, as well as for other year-end activities. (The classroom shall not be dismantled while students are present.) Additionally, the last day of school will be a day for record completion and clean up without students present. Should the majority of employees required to attend the meetings specified

herein desire a break prior to such meetings, a break period may be re-established through a meeting of labor/management.

Teachers shall also be required to attend open houses as scheduled and assigned, and as salaried employees, are expected to complete the planning activities necessary to ensure quality services (e.g., best practice classroom instruction and productive conferences) outside of the regular scheduled work day. Teachers are expected to be available for students and classroom instruction at the commencement of the regular scheduled work day.

Arrangements to receive students prior to the commencement of the regular scheduled work day at alternate locations (other than the individual classrooms) may be initiated by the Director of Educational Services/designee as deemed appropriate. Additionally, starting and quitting times for school aides may be adjusted to accommodate early student arrivals as necessary. The adjustment of starting times for school aide positions in calendar year 2007 shall, without precedent, be accomplished first by volunteers, then by the assignment of the least senior incumbents.

Community School Assignments. A teacher assigned to a community school class (community school or satellite teacher) shall follow the calendar of the community school and shall also attend the Murray Ridge in-service and pre-arranged training days and meetings. Other than those days and times noted above, the satellite teacher will work the hours of the applicable community school. On-going communications between the Agency and satellite teacher(s) will be facilitated by regular visits to the community school(s) by the Murray Ridge supervisor. Assignment to a community school shall not affect the seniority of the teacher so assigned.

Section 7. Should the O.I.H. contract change with regard to an overlap of shifts, affected employees will return to an eight (8) hour work day with a thirty (30) minute paid meal period. Should there be any changes in the OIH contract that will otherwise affect current work schedules, the Employer agrees to meet with the Union to discuss the application and effects.

ARTICLE 16 **JOB POSTING AND BIDDING PROCEDURES**

Section 1. Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of such vacancy shall be posted on the Employer's bulletin boards in all facilities and elsewhere for a period of seven (7) days. No posting shall be made until after the Union is given a copy. Applications will be considered from both internal and external applicants. During the posting period, anyone wishing to apply for the vacant position(s) shall do so by submitting a written application or bid slip to the Employer. The Employer shall not be obligated to consider applications submitted after the seven (7) day period has expired, or who do not meet the minimum qualifications for the job as determined by the Employer. Qualified internal applicants will be given consideration only if they have continued to demonstrate satisfactory performance. Probationary employees and employees who have served in a position for less than twelve (12) months will be considered only at the discretion of the Employer.

Section 2. Postings shall contain the position title, rate of pay, the minimum qualifications and desired qualifications for the job, and a brief summary of job duties.

Section 3. Qualified applicants for the vacant position will be considered based upon any or all of the following criteria:

1. work experience
 - a. internal
 - b. external
2. education
3. training
4. skills and abilities
5. interview of applicants
6. needs of the Agency
7. certification and/or licensure
8. written tests
9. criminal records check

Each applicant will be considered by the Employer based upon the criteria selected above, as applicable, to determine which applicant is best qualified to perform the duties of the position.

Section 4. In the event the applicable factors set forth in Section 3 herein are comparatively equal, seniority will be considered. The final decision on appointments rests with the Superintendent.

Section 5. Notwithstanding Section 4 above, eligible Adult Service Production employees or Clerical employees who have served in their current position for at least one (1) year, who have continued to demonstrate satisfactory performance, and who are seeking a transfer within the same position to a different work site, will be given first consideration in accordance with all other provisions herein. As with all other appointments, the final decision on transfers (within a position) rests with the Superintendent. Should a vacancy be filled by such a transfer, the Employer may fill the resulting vacancy from the list of eligible applicants from the original posting.

ARTICLE 17 **JOB CHANGES AND NEW POSITIONS**

Section 1. The Employer shall not change the job title or duties of a position within the bargaining unit in order to exclude that position from the bargaining unit. If, as a result of changes in job title or duties, the Employer believes a position which is in the bargaining unit should be excluded from the bargaining unit, the Employer shall first discuss that matter with the Union. If the Employer and the Union cannot agree whether or not the position should be excluded from the bargaining unit, the Employer and the Union shall jointly submit a request to the State Employment Relations Board (SERB) to resolve the matter. If SERB decides that the position may be excluded from the bargaining unit, the exclusion shall be effective as of the date of SERB's decision.

Section 2. In the event the Employer, during the term of this agreement, desires to create a new position not previously within the bargaining unit, the Employer shall notify the Union and the parties shall meet to determine if the position should be included in the bargaining unit. If the Employer and the Union are unable to agree whether or not the position should be included in the bargaining unit, the Employer and the Union will jointly submit a request to SERB to resolve the matter. If SERB determines that the position should be included in the bargaining unit, the position will be considered to be in the bargaining unit as of the date of SERB's decision.

ARTICLE 18 **CLASS RATIOS/CLASS SIZE**

Section 1. The parties agree that the grouping of students and consumers is the responsibility of the Employer. The Employer agrees that the determination of class size should be consistent with a review of changes in teaching strategies, student population and shifts, financial resources, consumer needs and other relevant educational factors, and pursuant to state and federal regulations as they apply.

Questions, concerns, or comments regarding adult consumer groupings are proper subjects for labor/management discussions, consistent with the provisions of Article 51 herein.

Section 2. In the event of any change in Board policy in regard to staffing, the Union shall be notified as soon as possible prior to each change and shall have the opportunity to provide input regarding such change.

Section 3. Teachers may indicate a preference for level or community school assignments for the following school year by submitting such preference in writing to the Director of Children's Services not later than May 1st of each year. Seniority and preference will be taken into consideration; however, the final determination as to appropriate assignments shall rest with the Employer.

Section 4. The toileting and/or dressing of students and consumers will be handled by staff of the same gender whenever practicable. However, attendance to such needs shall not be delayed for any accommodation of the above.

Section 5. No direct care staff shall be required to lift a consumer without the assistance of another person. However, this provision shall not preclude an employee in the school from asking for assistance with lifting when he/she feels it is necessary due to extenuating circumstances, other than the physical inability to perform the required job duties.

ARTICLE 19 **MEISTER SCHEDULING**

Section 1. The Employer will attempt to provide that all Meister full-time staff, including full-time nursing staff, will have two (2) consecutive days off each week and that there will be twelve (12) hours between working shifts, providing there are no call offs or emergencies.

Section 2. To the extent possible, consistent with operational needs and staffing levels, the Employer will attempt to provide each full-time Meister Road staff member with one (1) weekend, defined as a consecutive Saturday and Sunday, off per month.

Section 3. Meister Road residential staff, including Nurses, may be assigned to an Opportunity/Vocational Center(s) to assist with consumer oversight and care during those periods within their scheduled shifts when consumers are attending the Opportunity/Vocational Center. It is recognized that mileage reimbursement will be paid for travel between Meister Road and the Opportunity/Vocational Center consistent with the provisions of Article 36 herein.

ARTICLE 20 **LAYOFF (REDUCTION IN FORCE) AND RECALL**

Section 1. Whenever the Employer determines it necessary to reduce the work force, the following procedures shall apply:

- A. The Employer shall determine the number of employees, the departments, the positions, and the job status (full-time or part-time) to be affected by the reduction (layoff). The Employer agrees to meet with the Union to discuss possible alternatives and the impact of the reduction (layoff) prior to initially notifying the affected employees.
- B. Employees in the positions affected shall be placed on a seniority list by department, by position in descending order of departmental seniority, and separated by full-time or part-time status. Based upon departmental seniority, affected employees shall have the right to bump and displace the least senior employees in their position, or into a lower position within the department, provided the employee is more senior, is presently qualified to perform the duties of the position as determined in accordance with the existing qualifications, and provided the employee possesses the license and/or certification necessary for the position or the ability to obtain such as required. “Qualified to perform the duties” shall mean that the employee possesses the knowledge, skill, ability, and qualifications to perform the work without any further training. “Lower position” shall mean a position with a lesser hourly base rate of pay. (A listing of departments and positions is attached hereto as Appendix “A.” An employee bumping into a lower position shall be reduced by three percent (3%) for each level of reduction on the wage schedules (e.g., movement from Level 5 to Level 3 would result in a six percent [6%] reduction in pay-see Article 25, Section 5); however, an employee shall not be placed at a lower rate than the starting rate for the applicable position.
- C. Bumping rights for the affected employees shall be exercised in descending order of departmental seniority, with the most senior affected employee bumping first. An affected full-time employee may elect to bump either the least senior full-time or the least senior part-time employee in accordance with subsection “B” above. Affected part-time employees may only bump the least senior part-time employees. A senior employee may only bump the least senior employee in the affected position or in a lower position and job status. Should two (2) or more affected employees have equal departmental seniority, the employee(s) with the least position seniority shall be laid off first.

- D. Additionally, since any employee reduced (laid off) from a full-time position may bump a part-time employee within the same position based upon departmental seniority, an election not to bump into a part-time position shall not be cause for the Employer to challenge a claim for unemployment compensation. Any part-time employee reduced (laid off) who does not bump into another part-time position as applicable, may request to be placed on the intermittent list in accordance with Section 3 herein.
- E. Employees who wish to bump into another position in accordance with Subsections “B” and “C” herein must notify the Employer, in writing, of such intent within five (5) calendar days of receipt of the layoff notice. The form “Notice of Bumping” is attached hereto as Appendix “C.”

Section 2. The Employer shall notify the affected employees, in writing, at least ten (10) calendar days in advance of any reduction and/or layoff.

Section 3. All laid off employees who qualify for intermittent (non-bargaining unit) employment shall be placed on the agency’s roster, if requested. Refusal to be placed on the intermittent list shall not be grounds for denial of unemployment compensation benefits for the employee.

Section 4. Names of employees shall be placed on a recall list based upon seniority and department in descending order of seniority. A copy of this list shall be provided to the Union. Except as permitted by Section 3, vacancies due to layoff shall be filled from the recall list first. An employee is eligible for recall for a period of twenty-four (24) months.

Section 5. Recall notices shall be sent by certified mail, to the last address known to the Employer, return receipt requested, with a copy to the Union. Offers of recall must be accepted or declined in writing by the first person on the recall list before the next person may be recalled. The employee shall have fourteen (14) calendar days from the date of receipt of the recall notice to return to work, unless a later date is otherwise specified in the notice. A recalled employee (recalled to the same position) will be placed at the rate the employee earned at the time of layoff. A laid off employee who accepts a lower position shall be compensated in accordance with the provisions of Section 1 (B) herein. If more than one (1) job is to be filled by the recall procedure, the Employer shall make every effort to return the employee to the same shift. Failure to return to work by the fourteenth (14th) day, or by any mutually agreed to extended return date, shall cause the employee to forfeit the right of recall.

Section 6. No qualifications may be added, by the Employer, to a position in anticipation of or during a layoff or bumping process. The Employer shall not abolish any jobs until the bumping process is complete. These provisions shall not preclude additional qualifications and/or abolishments which are required by State or Federal Rules and Regulations.

ARTICLE 21 **JOB AUDITS**

Section 1. The parties recognize that in consideration of their collective bargaining relationship,

the Employer is not obligated to and does not report bargaining unit positions and personnel actions to the Ohio Department of Administrative Services. However, should any employee in the bargaining unit be assigned duties from another position, they may request an internal job audit through the Human Resources Office. If the employee is found to be working out of their proper position, the appointing authority will reassign the employee to the proper position and applicable rate of pay (higher, lower, or the same) for the duties being performed.

Section 2. If it is determined through the internal job audit set forth in Section 1 above that the employee is working within the appropriate position, and the employee continues to disagree, the employee may refer the matter to the Labor-Management Committee for reconsideration. A request for reconsideration must be submitted in writing to the Superintendent and the Local Union President within fourteen (14) calendar days of notice of the determination of the internal job audit. The Labor-Management Committee shall have thirty (30) calendar days from receipt of the request for reconsideration to render a mutually agreeable final determination as to the appropriate position. If no determination is rendered within the thirty (30) day time period, or any written extension thereto, the Labor-Management Committee will refer the request for reconsideration to a job audit committee.

Section 3. The job audit committee shall be comprised of an equal number of labor and management representatives selected by the Local Union President and Superintendent, respectively. The job audit committee shall have thirty (30) calendar days to render a mutually agreeable determination as to the appropriate position. If no determination is rendered within the appropriate time frame or any written extension thereto, the status quo shall be maintained, except that the affected employee shall have an additional thirty (30) calendar days to submit new information, as may be applicable. If new information is timely provided, the job audit committee shall have another thirty (30) calendar days to render a mutually agreeable final determination. If no determination is rendered, the status quo shall be maintained as a final determination.

Section 4. In the event the employee is reassigned to another position with a higher wage schedule as a result of a request for an internal job audit or any appeal thereof, any adjustment in compensation shall be retroactive to the pay period which includes the date of the original request for a job audit. In the event an employee is assigned to a lower position, any wage adjustment shall be prospective.

ARTICLE 22 **SUBCONTRACTING**

Section 1. Should, during the life of this agreement, the Employer determine it is necessary to contract out work which is currently performed by bargaining unit employees, the Employer and the Union shall meet to discuss the reasons for and to negotiate the effects prior to any implementation.

ARTICLE 23
EVALUATIVE PROCEDURES

Section 1. The Employer shall provide to each employee and the Union a copy of criteria and methods used by the Employer to evaluate an employee's work performance. The criteria and methods used by the Employer to evaluate an employee's work performance shall be relevant to the responsibilities and qualifications set forth in the employee's job description and the standards of conduct required by the Employer. These shall be applied impartially and uniformly to all employees in the same job position.

Section 2. Commencing January 1, 1999, completed evaluations shall not list the specific level of any discipline (e.g., written reprimand, suspension, etc.) imposed during the evaluative period. However, the imposition of discipline or corrective action and the reason(s) therefore may be referenced on the evaluation along with, but not limited to, poor performance or job conduct, the need for continued improvement, recognition of improvement, and/or related performance or conduct which requires improvement (e.g., " ... you received discipline for dishonesty in that you ... improvement is expected ...").

Section 3. The Union will be provided notice of the annual mean score of evaluation of each department (i.e., Adult Services, Residential, School). Additionally, if a bargaining unit employee, upon separation from employment, requests the mean score for his department, such score will be printed or noted on the applicable evaluation form.

Section 4. The evaluative procedures and process set forth herein shall apply to a satellite teacher assigned to a community school. However, the Murray Ridge supervisor shall collaborate with the applicable community school administrator in order to effectively evaluate the work performance of the satellite teacher.

Section 5. Each employee shall be given the opportunity to be a part of the process and to participate in face-to-face conferences to the extent that is possible. The Employer and the employee shall establish mutual goals for the upcoming evaluation period. This does not preclude the establishment of management or employee's individual initiated goals.

Section 6. Year to date paid and unpaid sick leave usage shall be provided to employees on a bi-weekly basis recognizing agency records run two (2) weeks behind.

ARTICLE 24
SENIORITY

Section 1. Agency seniority shall be computed on the basis of the total uninterrupted length of continuous service with the Employer, including non-bargaining unit service. Department seniority shall mean the uninterrupted length of service within a department. Departments shall be defined as set forth in Appendix "A" herein. Position seniority shall mean the uninterrupted length of continuous service within a specific position. Part-time employees shall have their seniority pro-rated based upon actual scheduled* hours (e.g., four [4] hours per day would entitle

a part-time employee to one-half [1/2] the seniority accrued by full-time employees.) A separation of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

* Scheduled hours means the hours hired for in each position held.

For purposes of this article and agreement, reinstatement shall refer to recall from layoff, return to employment by the award of an arbitrator or any court of competent jurisdiction, return from disability leave or military leave, or return to a position as the result of a non-initial probationary failure. In all other instances, reinstatement shall mean return to a position within thirty-one (31) days of a break in continuous service.

Section 2. An approved leave of absence or absence due to disciplinary suspension does not constitute a break in continuous service provided the employee follows the procedure for such leave and returns to active service immediately following the expiration of the approved leave or disciplinary suspension.

Section 3. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 4. In April and October of each calendar year, the Employer shall provide the Union with a copy of a current seniority list of all bargaining unit positions. The Union may meet with the Employer to review the list at the next labor/management meeting. The seniority list shall be made up by position and shall contain, in order of departmental seniority, names and dates of hire (departmental and agency) of each employee in the bargaining unit.

Section 5. Seniority for full-time employees shall be computed based upon the date of appointment, as reflected on the personnel action form. Seniority for part-time employees shall be based on the proration of time per Section 1 above.

Section 6. Each month, if there is a change, the Employer will provide to the Union whatever information is necessary for the Union to properly administer this seniority article, but not less than name, date, and type of personnel action affecting seniority, position, and department.

Section 7. An employee shall accrue seniority during approved leaves of absence of six (6) months or less. If the approved leave of absence exceeds six (6) months, the employee shall not accrue seniority for that time which the leave of absence exceeds six (6) months.

Section 8. The parties agree that for purposes of layoff and recall and vacation, seniority will be calculated based upon departmental seniority and that for all other purposes, seniority will be based upon agency seniority.

Section 9. Employees who transfer from one department to another shall retain fifty percent

(50%) of the departmental seniority accumulated in the former department to be credited to their departmental seniority in the new department. Should an employee be transferred or promoted to a new department and subsequently returns to the former position, if still available, within the probationary period, said employee's seniority in the former department shall be retained.

ARTICLE 25 **WAGES**

Section 1. General Wage Increases.

- 2019- 2020 program year: All employees hired prior to July 1, 2019, shall receive a three percent (3%) general increase, not to exceed the maximum rate.
- 2020-2021 program year: All employees hired prior to July 1, 2020, shall receive a three percent (3%) general increase, not to exceed the maximum rate.
- 2021-2022 program year: All employees hired prior to July 1, 2021, shall receive a three percent (3%) general increase, not to exceed the maximum rate.

In consideration of the general wage increases set forth above, there shall be no experience increases during the term of this agreement.

Section 2. Wage Schedules. Wages for bargaining unit employees shall be established in accordance with the schedules contained in the "wage schedules" appendices herein Appendix D. Employees shall not be entitled to any experience increase beyond the maximum amount set forth herein for each position.

Annual wage schedules for the first year of this agreement (2019 - 2020 program year) shall be computed from the 2018-2019 wage schedules by increasing the minimum rates for levels 1 through 3 by two percent (2%), and maximum rates of pay by three percent (3%).

Annual wage schedules for the second year of this agreement (2020 – 2021 program year) shall be computed from the 2019 - 2020 wage schedules by increasing the minimum rates for levels 1 through 3 by two percent (2%), and maximum rates of pay by three percent (3%).

Annual wage schedules for the third year of this agreement (2021-2022 program year) shall be computed from the 2020 - 2021 wage schedules by increasing the minimum rates for levels 1 through 3 by two percent (2%), and maximum rates of pay by three percent (3%).

Wage schedules shall be established based on hourly rates times the applicable number of hours per year to determine annual salaries. Hourly rates will be rounded to the second decimal point. Anticipated annual wages will then be computed for nine (9) and twelve (12) month employees. Permanent part-time employees shall be paid the applicable hourly rate for their position.

Section 3. In any year that an experience increase is to be given during a contract term, a twelve

(12) month employee eligible for an experience increase (i.e., employees between the minimum and the maximum, and hired by December 31 of the preceding program year) shall receive such experience advancement during the first pay period in July of the calendar year as applicable and as addressed in Section 1 herein (the experience increase shall be applied after any general increase). Additionally, in any year that an experience increase is to be given during a contract term, a nine (9) month employee eligible for an experience increase (i.e., employees between the base or minimum and the maximum, and hired by December 31st of the preceding program year) shall receive an experience advancement during September of each calendar year as applicable and as addressed in Section 1 herein.

General increases are applied prior to any experience advancements.

Section 4. Newly hired bargaining unit employees shall normally be paid at the applicable starting rate for their position as set forth in the wage schedules. However, the Superintendent, at her discretion, may hire a new employee into a position and place the employee at a higher rate within the schedule in consideration of the best interests of the agency, experience, market and economic conditions.

Section 5. An employee who receives a promotion during the term of this agreement shall be placed at the base rate on the appropriate schedule or at a rate that grants at least a three (3) percent increase, whichever is greater (not to exceed the maximum for the applicable level). If the employee’s current rate exceeds the maximum for the new position, he/she shall retain his/her current rate of pay.

An employee who voluntarily or involuntarily moves or bumps into a lower position shall be reduced by three percent (3%) for each level of reduction on the wage schedules (e.g., movement from Level 5 to Level 3 would result in a six percent [6%] reduction in pay); however, an employee shall not be placed at a lower rate than the starting rate for the applicable level. For purposes of this provision, the wage schedules (hourly rates) for twelve month employees/2080 hours, Levels 1-6, and 9 Month employees/1528 hours, are considered the “Base Schedule,” and the assignment of pay level equivalencies shall apply to specific positions/other schedules as follows:

<u>Position/Other Schedule</u>	<u>“Base Schedule” Equivalent</u>
School Aides - 1337 hours	Level 2
Speech-Language Pathologist – Adult Services	(former) Level 8
Teachers - 1528 hours	(former) Level 8
LPN - 12 months	Level 5
RN - 12 months	Level 6

Section 6. School Aides shall be scheduled to work and paid for a regular seven (7) hour work day. Nine (9) month Teachers shall be compensated in accordance with their specific salary schedules set forth in the Appendix D.

Section 7. Nine (9) month employees shall have their hourly and bi-weekly salary adjusted (prorated) to allow employees to receive a bi-weekly pay throughout the full twelve (12) month period. Any employee leaving the service of the Employer prior to the completion of the applicable work year shall have their salary reconciled to reflect payment only for actual days worked and any applicable days in paid status (i.e., sick leave, applicable holidays, etc.). Vacation pay for nine (9) month employees, exclusive of nine (9) month Teachers, shall be considered a part of their annual salaries, although such compensation is not directly incorporated into the salary schedule contained in the appendices herein. The annual salaries of nine (9) month Teachers have been adjusted taking into consideration and incorporating the effect of paid vacation. Therefore, nine (9) month Teachers will not be entitled to vacation pay during the term of this agreement or thereafter, the last payment for vacation having occurred in July of 1992.

Section 8. Any nine (9) month Teacher leaving the service of the Employer between July 10 and October 31 of any year, without notifying the Employer not later than July 10, shall not be entitled to any payment for medical insurance premiums for the months of July, August, September, and October. In such cases, insurance payments made will be deducted from the final pay of the employee during the reconciliation process. If sufficient funds are not available, through the reconciliation process, the Employer may seek recovery through any available legal recourse. This provision shall not apply to employees who are medically unable to return to work as verified by a licensed physician. Additionally, nine (9) month Teachers shall be subject to any applicable statutes and regulations governing their tenure and termination of employment pursuant to the rules, regulations, etc. of the Ohio Department of Education and/or the Ohio Department of DD. A Teacher who timely notifies the Employer by July 10 of a resignation/retirement date between July 11 and October 31, shall not be subject to the insurance reimbursement.

Any nine (9) month School Aide leaving the service of the Employer between July 10 and October 31 of any year, without notifying the Employer at least thirty (30) calendar days in advance of the date of resignation/retirement, must reimburse the Employer for one month of insurance premium costs. In such cases, insurance payments made will be deducted from the final pays of the employee during the reconciliation process. If sufficient funds are not available through the reconciliation process, the Employer may seek recovery through any available legal recourse. A School Aide who provides at least thirty (30) calendar days in advance notice of resignation/retirement shall not be subject to the insurance reimbursement.

Advance notice requirements for resignation/retirement will be reviewed with school staff on or before the last day of the school year.

Section 9. Employees receiving a longevity pay supplement as of the 2012-2013 program year shall continue to receive the sixty-five cents (\$.65) per hour longevity pay supplement only

during the time period the employee remains at the maximum rate of the applicable pay level. The longevity pay supplement shall not be construed to change or alter the maximum rate of the applicable pay level.

An employee receiving a longevity pay supplement as of the 2012-2013 program year who makes a lateral change (moves from one position to another within the same pay level) shall continue to receive the sixty-five cents (\$.65) per hour longevity pay supplement only during the time period the employee remains at the maximum rate of the applicable pay level.

An employee receiving a longevity pay supplement as of the 2012-2013 program year who advances (promotion) or reduces (demotion or voluntary or involuntary reduction) to another pay level shall not be entitled to any longevity supplement, however the prior sixty-five cents (\$.65) per hour longevity supplement will be utilized, in addition to the regular hourly rate of pay, when computing the three percent (3%) advancement for a promotion and the three percent (3%) reduction/level for each level moved downward. For purposes of these provisions, movement from a nine (9) month position to a twelve (12) month position shall not be considered a promotion, and movement from a twelve (12) month position to a nine (9) month position shall not be considered a demotion or voluntary/ involuntary reduction.

Section 10. Once each calendar year, preferably in September, employees will receive a notice delineating their rate of pay for the upcoming program year as well as employer pension costs (e.g., PERS or STRS) and annual Employer contributions toward health coverage and life insurance.

ARTICLE 26 **TEMPORARY WORKING LEVEL ADJUSTMENT**

Section 1. Employees required to work out of their position on a short-term or emergency basis not to exceed three (3) months shall be paid at the higher position rate of pay if asked to work in a higher position and at their same rate of pay if asked to work in a lower position. An employee must be authorized and work three (3) consecutive work days or more in order to be eligible to receive the higher rate of pay. Payment at the higher position shall be at a rate three percent (3%) higher than the employee's rate in the lower position or the minimum rate for the higher position, whichever is greater.

The above temporary working level pay adjustments shall apply to any temporary assignments addressed within this article.

Section 2. If the temporary assignment is expected to exceed three (3) months, it shall be posted within the facility (building) where the temporary job occurs in accordance with the applicable provisions of this agreement. Additionally, where extenuating circumstances exist, the Employer shall meet with the Union to mutually extend the time limits on a case-by-case basis.

Qualified applicants from within the same building and department who are seeking an opportunity to work in a higher position will be considered for the opening; however, the

determination as to the appropriateness of an assignment rests with the Superintendent consistent with the provisions of Section 3 herein.

Any opening(s) that result from the temporary assignment of a bargaining unit employee will not be subject to the aforementioned posting requirement and shall either be filled by a substitute/temporary/intermittent employee or by the reassignment of another employee as determined appropriate by the Superintendent.

Section 3. Where practicable, and where disruption to the programs and services of the agency are determined to be minimal or non-existent, bargaining unit employees will normally be given priority consideration to fill temporary assignments within the bargaining unit. However, determination of appropriate assignments/placements rests with the Superintendent/designee.

Section 4. Training manuals will be developed and made available, upon request, to Adult Program Aides interested in learning the job functions and responsibilities of an Adult Program Instructor (API) position. Additionally, after hours in-service training opportunities will periodically be made available to assist Adult Program Aides in gaining appropriate knowledge about the requirements and responsibilities of the higher API position. In-services will be submitted to ODODD for Adult Services Certification.

Adult Program Aides who are qualified for (as reflected on the job description and applicable rules/regulations) and who are certified or working toward the applicable certification necessary for an API position, may submit preference requests, by building, to be considered for temporary higher working level assignments of three (3) months or less. When making temporary assignments of bargaining unit employees and/or substitutes, the Employer will take into consideration valid preference requests, operational needs, and consumer needs; the determination of appropriate assignments rests with the Superintendent/designee. (These provisions do not preclude the Employer from making assignments of staff to other buildings as deemed necessary.)

Employees, other than Adult Program Aides, must be qualified for and hold or be working toward the necessary certification/licensure applicable to the position, in order to be considered for temporary working level adjustments to such higher position.

ARTICLE 27 **SERVICE AND SUPPORT ADMINISTRATORS (SSA)**

Section 1. Service and Support Administrators (SSA) shall be assigned to be on-call for those times during each week that the agency offices are closed. The on-call duties will consist of responding appropriately to emergency situations as they arise. Because of the flexible nature of the duties, an SSA may utilize flex time for actual time worked, consisting of a cumulative total of thirty (30) minutes or more beyond forty (40) hours per week. (This provision shall not apply to actual call-out time for SSAs.)

“On-call,” for purposes of this article, shall be defined as an employee who is required to leave work at her home or with agency officials of where she will be able to be reached.

Section 2. Flex time is to be utilized within the pay week it is actually worked. Flex time usage must be approved in writing and in advance by the Superintendent/Department Head, based upon operational needs. Reasonable expenses, i.e., long distance telephone calls, mileage, etc., incurred in the performance of assigned job duties shall be reimbursable.

Section 3. SSAs who are on-call and are actually called in to report to a work site shall be eligible for compensation for actual hours worked or a minimum of two (2) hours, whichever is greater, at the applicable rate of pay.

Section 4. When new administrative rules (or any other regulations/laws affecting SSAs) are issued by the State of Ohio, the Employer shall meet with the Union to discuss the effects of the rules/changes on the terms and conditions of the SSAs (previously Case Managers).

ARTICLE 28 **EDUCATION PAY SUPPLEMENT**

Section 1. The Employer encourages professional growth in academic endeavors specific to the direct service needs of the target population it serves. The following incentives apply for earned academic coursework on the part of employees in the areas of special education, vocational rehabilitation, or an approved related field.

Section 2. An educational pay supplement for professional staff (a position that requires a minimum of a bachelor's degree and that is assigned to pay level 6 or the Teacher schedule) will include:

- 3.5% above base for a BA Degree plus 15 semester hours of graduate coursework
- 7% above base for a MA Degree
- 10.5% above base for a MA Degree plus 20 semester hours of graduate coursework
- 11% above base for a MA Degree plus 30 semester hours of graduate coursework
- 15% above base for a Doctorate

The graduate coursework referenced above must have been taken in the field or an approved related field after the Bachelor's/Master's degree was gained.

The graduate hours must have been taken towards or creditable to an advanced degree in vocational rehabilitation, special education, or an approved related field.

Section 3. An employee who gains additional graduate hours shall be eligible for a salary increase between the dates of July 1st through December 31st of each year, providing the employee has on file with the Human Resources Office:

- A. a valid certificate for the position held or a prior Board position;
- B. an official transcript from the university which indicates the degree granted or the applicable graduate semester hours successfully completed, whichever is applicable.

The salary increase shall be paid beginning with the next succeeding pay period after the employee has complied with the aforesaid.

Section 4. No salary adjustments for additional graduate hours earned will be made between the dates of January 1st and June 30th of each year.

ARTICLE 29 **TUITION AND COURSEWORK REIMBURSEMENT**

Section 1. Coursework or training (hereinafter referred to as coursework) must be job related and must be prior approved by the Superintendent, or Human Resources Director, or designee(s).

Section 2. Coursework reimbursement shall be limited to a four hundred dollar (\$400.00) maximum per full-time employee per fiscal year. The maximum reimbursement set forth herein shall also apply to required accredited training such as CPR, water safety, etc.

Section 3. In order to determine eligibility for coursework reimbursement, an employee must submit, prior to registering and taking the coursework, a written request to the Personnel Director containing the title and nature of the coursework being contemplated. Verification will then be provided to the employee as to whether or not the coursework is reimbursable. Once coursework is approved, an employee must submit verification of successful completion of the coursework in order to receive reimbursement. Employees shall be required to schedule such coursework/ accredited training during non-work time except when required otherwise by the Employer. Coursework reimbursement shall apply solely to tuition and coursework costs and shall not apply to costs for books, materials, travel, etc.

Section 4. Coursework reimbursement for permanent part-time employees shall not exceed a two hundred dollar (\$200.00) maximum per employee, per year. All other provisions of this article with regard to the application and eligibility for reimbursement shall be the same as for full-time employees.

ARTICLE 30 **CALAMITY DAYS/SCHOOL CLOSURES**

Section 1. School Closures and Makeup Days. Nine-month school employees shall not report on day(s) when the school is closed on an otherwise scheduled day of instruction for students (school closure) and shall be paid for the day(s).

Five (5) optional makeup days will be incorporated into the school calendar to allow parents and staff to plan for potential makeup days/time. It is understood that more than five (5) makeup days may be required dependent upon actual number of school closure days within the applicable program year, or ODE requirements.

Nine-month school employees shall not be paid for makeup days that are required by ODE due to school closure. The parties acknowledge that if students do not need to report for a makeup

day, nine-month school employees are also not required to report to work on that day. In order to reduce the likelihood of ODE-required make-up days, arrangements will be made for an instructional activity/assembly during the last ten (10) minutes of the daily student lunch period.

Paid leave (e.g., sick, personal, assault, jury, etc.) is not available for use on ODE-required makeup days, except that extended sick leave which is medically documented may be approved by the Superintendent.

Section 2. Employees Other Than Nine-Month School Employees and Residential Employees. This section applies specifically to bargaining unit employees who are not nine-month school employees and not Residential employees. On days when all or part of the Opportunity/Vocational Center(s) are closed to consumers due to adverse weather conditions or other conditions or events deemed by the Superintendent to necessitate such closure, employees are required to report for work, unless specifically directed otherwise by the Superintendent/designee. A calamity day is defined as an otherwise scheduled day of agency operation when the administrative offices, and all Opportunity/Vocational Center(s) are closed; and non-Residential bargaining unit employees, other than those specifically directed to work, are directed not to report to work by the Superintendent or designee. It is understood that employees responsible for assisting consumers to meet work or other obligations to community businesses and employers will be required to work on calamity days unless specifically directed otherwise. Those employees who are directed not to report to work on a calamity day will be paid at their regular rates of pay for regularly scheduled hours when a calamity day is declared; those employees who are directed not to report for some of their regularly scheduled hours on a calamity day will be paid at their regular rates of pay for those hours. Any employee covered under this section who is required to work on a calamity day shall be paid two and one-half (2 1/2) times their regular rate of pay for the number of hours regularly scheduled and worked.

Section 3. Residential Employees. Residential employees are required to report to work as scheduled on calamity days and shall be paid two and one-half (2 1/2) times their regular rate of pay for the number of hours regularly scheduled and worked. Whenever a paid calamity day is called, the period of the “calamity” shall be deemed to occur from 7:00 a.m. on the calamity day to 7:00 a.m. the following calendar day.

Section 4. Late Start/Early Dismissal. When an employee is dismissed early due to weather conditions or other calamity, the employee shall receive his/her regular rate of pay for all hours regularly scheduled to work. When a late start is authorized by the Superintendent or designee, employees reporting to work at or before the late start time shall not suffer any loss of pay for regularly scheduled hours. An early dismissal or late start shall not be deemed a “calamity day,” and no employee shall be entitled to any additional compensation because of a late start/early dismissal.

Section 5. Working Out of Position. No school or Opportunity/Vocational Center employee shall be required to work out of position on a paid calamity day. If there are to be any exceptions, the Employer shall meet with the Union to resolve them.

Section 6. Scheduled Hours Defined. “Normal scheduled hours,” or “regularly scheduled hours,” as used herein, shall mean the number of regular scheduled work hours, as reflected in the position description, and shall not be deemed to include scheduled overtime or excess hours. Prior scheduled sick leave, vacation leave, or any other paid leave shall be charged irrespective of any closure, calamity day, or late start/early dismissal.

ARTICLE 31
PROGRAM CLOSING DAYS

Section 1.

- A. Full-time twelve (12) month employees shall be entitled to straight time compensation for the following paid program closing days when no work is performed on said days, provided they are in active pay status immediately preceding (i.e., the scheduled work day before) the applicable program closing day:

Four (4) days between Christmas and New Year’s Day
December 24th - when it falls on a Monday, Tuesday, Wednesday, or Thursday
Good Friday

- B. Regular permanent part-time nine (9) and twelve (12) month employees, excluding part-time residential employees, shall be entitled to straight time compensation for the following paid program closing days when no work is performed on said days, provided they would have otherwise normally been scheduled to work and provided they are in an active pay status immediately preceding (i.e., the scheduled work day before) the applicable program closing day:

Four (4) days between Christmas and New Year’s Day
December 24th - when it falls on a Monday, Tuesday, Wednesday, or Thursday

The four (4) days between Christmas and New Year’s Day shall be determined by the Board. The Employer agrees to meet with the Union, upon request, to discuss any preference of employees prior to making such determination.

Section 2. Twelve (12) month permanent part-time employees who are required to work on one (1) of the program closing days set forth in Section 1A above shall be entitled to double time for all hours actually worked.

Section 3. A twelve (12) month full-time employee who elects or is required to work on a program closing day shall be paid double time for all hours actually worked.

Section 4. The election to work program closing days and/or the assignment to work shall be the same as that set forth for holidays in Article 32 herein.

ARTICLE 32
HOLIDAYS

Section 1. Employees shall be entitled to the following paid holidays as applicable:

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

Section 2. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. However, in the Residential Department and for Nurses officially assigned and primarily scheduled at Meister Road ICF, the actual day of the holiday shall be the observed day, except that Memorial Day shall be observed on the applicable Monday.

Notwithstanding the above, an employee temporarily working in another department during a holiday period shall have holiday pay and time worked on a holiday designated and compensated as set forth below:

Payment for the holiday (holiday pay for time not worked) shall occur only on the day the holiday is observed based upon the employee's regular assigned department (home department).

Premium pay for time worked on a holiday shall be based upon the day the holiday is observed within the department where the work actually occurs.

Payment for time worked on a day that is a designated holiday within the employee's home department but is not a designated holiday within the department where the work is performed shall be paid at the applicable rate of pay (i.e., straight time for hours actually worked up to and including forty (40) hours per week and time and one-half for hours actually worked in excess of forty (40) hours per week).

Time worked on a designated holiday within the Residential department by a non-residential staff member shall not be considered as part of the regular overtime assignment/distribution procedures as addressed in Section 8.

Section 3. Twelve (12) month employees shall be eligible for holiday pay at straight time for the

eleven (11) holidays listed in Section 1 herein. Nine (9) month employees shall be eligible for holiday pay at straight time for those nine (9) holidays set forth in Section 1 herein (excluding Independence Day and the day after Thanksgiving) which fall within their scheduled work year. Any employee leaving the service of the Employer prior to the end of the scheduled work year shall not be eligible for holiday pay for any remaining holidays.

Section 4. All regular employees shall receive holiday pay throughout the applicable scheduled work year, and in accordance with the provisions set forth herein, provided they are in active pay status immediately preceding (i.e., the scheduled work day before) the applicable holiday.

Section 5. Full-time employees shall be paid their regularly scheduled hours at their straight time hourly rate for each of the holidays listed in Section 1 above, which fall within their scheduled work year, when no work is performed on such holidays.

Permanent part-time employees who are scheduled to work on a holiday, and are not required to work by virtue of the holiday, shall receive holiday pay at a pro-rated amount equal to the number of hours that they would have otherwise worked.

Section 6. Any work performed by an employee on any one (1) of the days listed in Section 1 shall be paid for at one and one-half (1 1/2) the employee's straight time rate in addition to the holiday earnings.

Section 7. Residential – Holidays and Program Closing Days.

- A. **Election/Bidding.** Holidays listed in Section 1 herein and Program Closing Days as set forth under Article 31 shall not be regularly scheduled but shall be open for bid quarterly (e.g., January, April, July, October). Full and part-time residential employees (hereinafter "employees") may bid to work a holiday or program closing day and preferences will first be awarded to employees based upon agency seniority. Employees may bid and be awarded only one (1) shift per holiday/program closing day. The election or choice to work any holiday/program closing day shall be a commitment to work said holiday/program closing day, and no other type of paid time off will be available for any subsequent absence, except that extended sick leave which is medically documented may be approved by the Superintendent.
- B. Full and part-time residential department staff, excluding Cooks, Cook/Aides, and Nurses, shall constitute one group for purposes of bidding and mandated scheduling as set forth herein. Full and part-time Cooks and Cook/Aides shall constitute its own group, and full and part-time Nurses officially assigned and primarily scheduled at Meister shall constitute its own group.

Seniority lists for bidding and mandated scheduling will be separate but both will combine full and part-time staff, with seniority computed as set forth under Article 24, Seniority. Both the bidding and mandated scheduling seniority lists will be posted. Seniority rotation lists for purposes of mandated scheduling will start anew on January 1 of each calendar year.

- C. Mandated Scheduling. In the event a sufficient number of staff from any group have not elected or chosen to work a holiday/program closing day, non-scheduled employees will be mandated to work by the Employer (mandated scheduling), by applicable group, and by inverse seniority on a rotating basis. “Non-scheduled,” as used herein, shall mean any employee not scheduled to work another shift on the applicable holiday/program closing day.

An employee who requests and is approved for a vacation day on his regular scheduled work day/shift immediately before and/or after (abutting) a holiday/program closing day(s), will not be mandated to work the holiday/program closing day(s) immediately before or after the vacation day; except, in the event that an approved single day of vacation abuts two holiday/program closing days (one on each side), the employee will not be mandated to work the holiday/program closing day immediately prior to the vacation day, but may be mandated to work on the holiday/program closing day following the vacation day. Such employee will be bypassed on the mandated scheduling rotation list for the holiday/program closing day, but shall remain at the top of the rotation list for the next applicable holiday/program closing day.

An employee who requests and is approved for more than one (1) vacation day on his regular scheduled work day/shift immediately abutting a holiday/program closing day or a number of consecutive holiday/program closing days (including approval for vacation days on both the day immediately before and the day immediately after a holiday/program closing day or a series of consecutive holiday/program closing days) will not be mandated to work any consecutive holiday/program closing days immediately before, after, or between the vacation days. Such employee will be bypassed on the mandated scheduling rotation list for the holiday/program closing day(s), but shall remain at the top of the rotation list for the next applicable holiday/program closing day.

If approval of a vacation day results in exemption from mandated scheduling (being bypassed) on only one holiday or program closing day, the approved vacation day that created the exemption is not subject to cancellation during the thirty-three (33) calendar day period prior to the holiday/program closing day. If approval of multiple vacation days results in exemption from mandated scheduling on more than one consecutive holiday/program closing day, then two (2) of the approved vacation days that created the exemption are not subject to cancellation during the thirty-three (33) calendar day period prior to the holiday/program closing day(s).

“Vacation” as used herein includes convertible time that has been approved for use as vacation.

- D. Holiday work schedules shall be posted at least twenty-one (21) days in advance of the holiday; any necessary changes thereafter will be added as they become known.
- E. Vacancies occurring on the schedule on the day immediately preceding or the day of a holiday shall be filled in the manner determined by the Employer to be the most expedient.

- F. Refusal to work a holiday shall constitute insubordination. In any case where a refusal to work a holiday occurs within the five (5) calendar days preceding the holiday, the seventy-two (72) hour advance notice for a predisciplinary conference (Article 12, Section 3) shall not apply.

The above provisions relative to mandated scheduling by seniority rotation and vacation cancellation limitations will commence January 1, 2020; the provisions of the July 1, 2016, through June 30, 2019, CBA will continue to apply for the remainder of the holidays and program closing days in calendar year 2019.

Section 8. Holidays and program closing days shall not be considered as part of regular overtime assignment/distribution procedures and time worked and/or not worked shall not be calculated into or used for the regular overtime assignment/distribution procedure.

ARTICLE 33 **CALL-IN PAY**

Section 1. If an overtime eligible employee is called in by the Employer to report for work outside of his/her normal tour of duty, he/she shall be guaranteed at least two (2) hours work (including normal travel time) at the applicable rate of pay. "Call-in," as used herein, means a requirement to report to a work site, from home or another non-work location; during unscheduled time.

Section 2. If an overtime eligible employee is required to work by the Employer beyond his/her regular shift, or is called in to work earlier than the normal starting time of his/her shift and such time abuts that shift, the employee shall be paid for the time actually worked at the applicable rate of pay.

ARTICLE 34 **FLEXIBLE WORK SCHEDULES – SSA DEPARTMENT**

Section 1. It has been determined that providing an option of flexible work schedules within the SSA department is consistent with consumer, provider and staff interests. The provisions herein shall apply to the positions of Service and Support Administrator (SSA), SSA-Behavior Analyst, SSA-Assistant Behavior Analyst, SSA-Vocational Assessment Specialist, hereinafter referred to as SSA positions or SSAs.

Section 2. Normal business hours and regular work schedules for full-time SSAs consist of the work days of Monday through Friday from the hours of 8:00 a.m. to 4:00 p.m. Flexible schedules shall consist of a scheduled forty (40) hours per week, Monday through Friday, with daily hours scheduled between 7:00 a.m. and 7:00 p.m., unless management approves another schedule. Alternate schedules are subject to management approval in consideration of safety issues and operational needs of the agency.

Flexible schedule employees shall work a minimum of four (4) days per week, for example: schedules may consist of four (4), ten (10) hour work days or four (4), nine (9) hour work days and one (1) four (4) hour work day, Monday through Friday. However, during weeks when the annual agency in-service day, a program closing day, or a holiday occurs, each in-service day, program closing day, or holiday shall consist of eight (8) hours and satisfy one (1) day of the minimum requirement of four (4) work days. The remaining work days shall be scheduled to accommodate the work week requirement of forty (40) hours.

Breaks and meal periods shall be consistent with the provisions of Article 15, Hours of Work. Therefore, for each scheduled work day, break and meal periods for an employee working a flexible schedule shall not exceed a single one-half (1/2) hour paid meal period and one (1) fifteen (15) minute rest period.

Section 3. In consideration of the nature of the SSA job responsibilities and the availability of remote technology, flexible work schedules for full-time SSAs may include voluntary and limited scheduled 'work at home days' as prior approved by the Department Director/designee. A work at home day cannot abut a holiday, program closing day, or vacation time.

Eligibility for a work at home day shall, at a minimum, include successful completion of the probationary period, meeting or exceeding expectations on all performance evaluation criteria (based upon the last performance evaluation of record), a work record free from disciplinary action within the six (6) months period preceding the approval to work at home, and assurance of the availability of a dedicated, secure and safe workspace at home. "Secure" as used herein shall mean that confidentiality requirements will be maintained; a signed statement will be required from any employee participating in the work at home option affirming that consumer protected health information (PHI) will be accessed only in a manner that is shielded from view by any other household member.

Additional eligibility and procedural requirements or parameters may be established at the discretion of Department Director and as approved by the Superintendent.

Flexible work at home shall not exceed two (2) full work days per calendar month, with the work day being eight (8), nine (9) or ten (10) hours, consistent with the provisions of Section 2 above and as prior approved by the Department Director/designee. When it is determined to be in the best interests of the agency, the monthly limitation may be waived by the Department Director.

An employee authorized for a work-at-home day shall have agency installed programs/software that facilitate intra-agency contact (e.g., Outlook, Skype) open for all hours scheduled for a work at home day, and shall report work activities completed for that work day in the manner required by the Department Director (e.g., email to Manager reporting work activity completed).

An employee approved for a work at home day must remain available for recall to the office or such other location as may be necessary due to operational/staffing needs. Additionally, a prior approved work at home day may be cancelled or rescheduled as determined necessary by the supervisor.

If significant concerns with the SSA flexible work at home option arise relative to accountability or liability (e.g., worker's compensation), then management, at its discretion, may modify or discontinue the option provided that prior discussion/troubleshooting through labor-management occurred first.

Section 4. SSA Department and Developmental Specialists (DS). Notwithstanding any provisions to the contrary within this agreement, the provisions of this section shall apply to the use of paid leave time or a calamity day for SSAs and Developmental Specialists approved for a flexible work schedule:

Use of sick leave and emergency vacation time may not exceed the number of hours scheduled for a given day. An SSA scheduled for more than eight (8) hours on a given day may opt to use only eight (8) hours of sick leave or emergency vacation on that day and work the remainder of the time within the same work week, or may opt to use sick leave or emergency vacation for the number of hours scheduled for that day. Unless the affected employee notifies the supervisor otherwise prior to the end of the work week, sick leave will be charged based upon the number of hours scheduled for that day.

A calamity day (full day) shall be paid based upon the hours scheduled. An early dismissal or late start shall not be deemed a "calamity day," but shall also apply to flexible schedules.

Section 5. Flexible schedules must contain sufficient detail to assure accountability and should accommodate attendance at departmental meetings. Proposed flexible schedules are to be submitted to the SSA management team by 9:00 a.m. the Friday prior to, or by 9:00 a. m. of the last agency work day prior to, the commencement of the work week for which the schedule would apply, whichever is applicable. There shall be no "fixed" flexible schedule and proposed flexible schedules must be submitted as set forth above for the following week.

Section 6. SSA managers shall assure that there are a minimum of four (4) SSAs working on any given work day, between the hours of 8:00 a.m. to 4:00 p.m.

In the event that approval of the proposed flexible work schedules submitted would result in the scheduling of fewer than the minimum required number of SSAs on any given work day, a rotation list on which SSA names are ordered by reverse departmental seniority will be used to determine the staff member(s) who will be assigned to provide the necessary staffing. For any given week, adjustments to the schedule using this rotation list will be considered in chronological order. When an SSA is required to change his proposed schedule in order to provide staffing at the minimum level (mandated schedule change), a date will be entered by his name indicating this.

Upon initiation of implementation, the SSA with the least departmental seniority will be the first person mandated to change his schedule unless this person is unavailable due to being on vacation or on leave. Anyone on the rotation list who is skipped for mandated schedule change due to being on leave or on vacation shall be the next person mandated to change his schedule upon availability. In the event that more than one SSA was skipped due to unavailability, the mandating of schedule change will follow list order.

ARTICLE 35
SUPPLEMENTAL SALARIES

Section 1. The Employer will determine the need for supplemental contracts and negotiate them individually with the employees concerned. Upon request of the affected employee, a representative of the Union may be present to review the contract with said employee and the Employer.

Section 2. The terms of such supplemental contracts shall not be grievable; however, an alleged breach of any signed supplemental contract may be appealed through the grievance procedure.

ARTICLE 36
TRAVEL EXPENSES

Section 1. Travel out of the county as an employee as a representative of the Employer must be cleared in advance with the immediate supervisor. The appropriate form must be filled out and turned into the employee's immediate supervisor. Meal costs can be legitimately claimed on an expense account only in those cases when the employee is out of the county. Limits in charging meals are in accordance with those set by the Lorain County Board of Commissioners. Hotel or motel expenses must be cleared through the immediate supervisor in advance. Where extenuating circumstances arise, such advance notice requirements may be waived by the Employer.

Employees may request prior supervisory approval consistent with their job duties to participate in dining activities with their consumers within the county, excluding Board facilities, if addressed as a need in the Individual Plan (IP), and shall be eligible for actual expenses not to exceed an eight dollar (\$8.00) per diem rate. Prior approval of the Superintendent is required for reimbursement.

Proof of payment, consistent with the requirements of the County Auditor's office, for authorized expenses or purchases must be maintained and submitted with an Expense Account Form in order to assure reimbursement.

Section 2. Mileage will be reimbursed at the rate of thirty cents (\$.30) per mile, or the rate adopted by the Lorain County Board of Commissioners, whichever is greater. The parties recognize that any rate adopted by the Board of Commissioners cannot be implemented until such information has been provided to the Employer. Such payment is considered total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, insurance, etc.). It is the responsibility of the employee driving the car to accurately log mileage and submit this information on the expense account form. Completed expense account forms shall be submitted to the employee's immediate supervisor.

Section 3. Every conference will be discussed on its own merits and limits set.

Section 4. In order to ensure reimbursement in accordance with the terms set forth herein,

expense account forms must be turned in not later than the tenth (10th) of the month succeeding the month in which the expenses were incurred. Failure to comply with the terms set forth herein shall result in forfeiture of any reimbursement, unless other arrangements are mutually agreed upon, but in any event, no payment shall be authorized for a past period greater than three (3) months, except when otherwise approved by the Superintendent.

ARTICLE 37 **WORK CLOTHES**

Section 1. The Employer, after consultation with the Union, shall provide protective clothing for those employees whose working conditions require such.

ARTICLE 38 **PERSONAL MAIL**

Section 1. The Employer reserves the right to open all mail received at the facility to ensure proper distribution. The Employer will not deliberately open mail which is marked “personal” and/or “confidential.” The Employer will not be liable in any manner and no grievance shall be filed if mail marked “personal” and/or “confidential” gets opened inadvertently. The Employer and the Union agree to encourage employees to have their personal mail delivered to an address other than the Employer. The Employer will instruct employees not to open mail which is clearly marked “Union Business - Confidential.”

ARTICLE 39 **VACATION TIME**

Section 1. Vacation must have the approval of the Superintendent/designee, by making a request, either in writing or electronically, on the proper form, at least four (4) days in advance. The Superintendent/designee may waive the four (4) day requirement only when an emergency exists; the nature of the emergency must be specified on the written request. An employee must have the Superintendent’s/designee’s approval prior to taking a vacation. Failure to do so will be considered an unapproved absence and result in loss of pay. An employee must be in the agency for one (1) year (for twelve [12] consecutive months in a non-intermittent position) before he is entitled to take vacation or, in the case of a part-time employee, to convert sick time to vacation time.

Section 2. Rate of Accumulation. Eligible full-time employees, exclusive of nine (9) month Teachers (See Appendix A - School) earn and accumulate vacation time based upon normal scheduled hours* of work in active pay status at the following rates:

.03875 per hour of work for employees with less than eight (8) years of service completed (up to 80 hours [10 working days] of annual vacation for 12 month employees)

.0575 per hour of work for employees with eight (8) years of service but less than fifteen (15) years of service completed (up to 120 hours [15 working days] of annual vacation for 12 month employees)

.0775 per hour of work for employees with fifteen (15) years of service but less than twenty-five (25) years of service completed (up to 160 hours [20 working days] of annual vacation for 12 month employees)

.09625 per hour of work for employees with twenty-five (25) years or more of service completed (up to 200 hours [25 working days] of annual vacation for 12 month employees)

*Normal scheduled hours means the number of regular scheduled work hours as reflected in the position description and does not include overtime or excess hours worked. For twelve (12) month employees the maximum regular scheduled hours per year is 2080 hours and for nine (9) month employees the maximum regular scheduled hours per year is 1528 hours.

“Years of service” shall be based upon full-time service with the Employer. Part-time employees who are selected for a full-time position will be credited with prior service as a part-time employee on a pro-rated basis.

Section 3. Carry Over (12-month employees). Vacation leave should be taken by the employee during the year in which it is accrued. An employee may accumulate and carry over his vacation leave to the following year. No vacation leave shall be carried over for more than two (2) years unless approved by the Superintendent.

Section 4. Credit on Separation (12-month employees). All eligible employees are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation.

No employee will be paid for vacation leave earned if employment with the agency is terminated before one (1) year’s service is completed.

Upon separation from service, the employee shall be entitled to vacation time accrued after completion of one (1) year of service with the Employer.

In case of death, an employee’s unused vacation leave shall be paid to his spouse or dependents, if neither, his estate. An employee does not accrue vacation benefits when on unpaid leave.

Section 5. Vacation Procedure (12-month employees).

1. Summer Vacation (May 1-October 31) requests are to be submitted to the appropriate supervisor during the month of February of each year. All vacation requests will be denied/approved within thirty (30) calendar days after the closing period (end of February).
2. Winter Vacation (November 1-April 30) requests are to be submitted to the appropriate supervisor during the month of August of each year. All vacation requests will be denied/approved within thirty (30) calendar days after the closing period (end of August).

3. Approval of vacation requests shall be based on (a) departmental seniority within the position and (b) the date submitted. An employee with the most departmental seniority shall be granted preference when there is a conflict for vacation dates requested and his/her request is submitted as outlined in paragraphs 1 and 2 above.

Notwithstanding the above, for purposes of considering and approving vacation requests, those APIs primarily and officially assigned to an OVC, SE, or Recreation in the Adult Services Production Department shall be considered separately from each other, with OVC as one group, SE as one group, and Recreation as one group.

4. Requests for vacation dates other than those submitted as described above shall be granted on a first-come (date request filed with supervisor) first-served basis.
5. Each supervisor having responsibility for recommending vacation requests will keep a calendar of approved vacation schedules so that employees may view the calendar for dates which are closed and open for the scheduling of vacation dates.
6. Days specified as holidays shall not be charged to an employee's vacation leave.

Section 6. Full-time nine (9) month employees, exclusive of nine (9) month Teachers (See Appendix A -School) shall be paid for any accrued vacation time in the second pay of July of each applicable year, by a one (1) time salary supplement. Such salary supplement shall be computed on accrued vacation hours times the employee's current rate of pay. Vacation time shall accrue on the basis of nine (9) months of work as applicable and such time shall be paid and actual vacation shall be taken during non-working months. However, an eligible nine (9) month School Aide or School Receptionist may convert accumulated vacation to a "floating vacation/personal" day or "emergency vacation" in accordance with the provisions of Article 41, Section 4 herein. Vacation leave will not accrue for more than one (1) year and will be compensated in a salary supplement instead of time off. Such salary supplement shall be considered a part of an employee's annual salary, although it will not be specifically reflected in the salary schedules contained within this agreement. Full-time nine (9) month Teachers shall be eligible for a vacation pay salary supplement only in July of 1992; thereafter such entitlement shall cease.

ARTICLE 40 **SICK LEAVE**

Section 1. All staff shall earn leave at the rate of 4.6 hours of sick leave for each eighty (80) hours in active pay status.

Section 2. Credit is given for all time the employee is in active service and pay status, including vacations and sick leave. Credit is NOT given for time on "leave of absence without pay," while on "layoff," or while suspended for disciplinary reasons.

Section 3. An employee who transferred from one public agency to another, or who is reinstated, or who transferred from one county department to another prior to April 28, 1986, shall be credited with the unused balance of his accumulated sick leave as accrued, provided the time between separation and reinstatement did not exceed ten (10) years.

Section 4. The parties agree that any employees hired after May 31, 1989, shall be given up to fifteen (15) days of credit for sick leave accrued from any other public agency. Any employee reinstated to a position with the Employer within thirty-one (31) days of any break in continuous service shall keep his accrued sick leave.

Section 5. The word “public agency,” as used in Sections 3 and 4 above, includes state, counties, municipalities, and all public boards of education within the State of Ohio.

Section 6. An employee is to be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment will not exceed the normal work day payment.

Section 7. Unused sick leave shall be cumulative without limit.

Section 8. Reporting off or “call offs” shall be in accordance with established agency and departmental procedures. Additionally, on the first day of absence and for each day of absence thereafter, an employee must call his supervisor (on the day of the absence) unless the supervisor approves other notification arrangements (e.g., for an anticipated extended absence). For each use of sick leave, an employee shall also be required to furnish a satisfactory written, signed statement (sick leave authority form) to justify the use of sick leave. Where sick leave usage is due to the illness, injury, or death of an immediate family member, the familial relationship will be identified on the sick leave authority form, and in the case of a parent/in loco parentis relationship, the name of the impacted family member will be identified on the sick leave authority form. A physician’s certificate stating the nature of the illness or injury may be required if the illness or injury exceeds five (5) consecutive work days.

Section 9. A physician’s certificate stating the nature of the illness or injury shall be submitted when the use of sick leave for an illness or injury requires medical care.

Section 10. Sick leave shall be granted to an employee only upon approval of the appointing authority and for the following reasons:

1. Illness or injury of the employee or member of his/her immediate family.
2. Death of a member of the immediate family. Sick leave usage is limited to five (5) working days; or in the case of part-time employees, the equivalent of the regular scheduled hours per week.
3. Exposure of employee or a member of his or her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the employee’s presence on the job would jeopardize the health of others.

4. Employee medical appointments which cannot be scheduled outside of normal working hours. The Employer may elect to verify that no other appointments were available. (The least amount of travel time necessary shall be permitted.)

Section 11. For purposes of this Article, the “immediate family” is defined as only: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent (in loco parentis).

As used herein, and consistent with the Family and Medical Leave Act (FMLA), in loco parentis shall mean a relationship where an individual has taken on the role and functions of parent by assuming and discharging the obligations of a parent to a child, including the day-to-day responsibilities to care for and financially support the child.

For purposes of use of sick leave, in loco parentis may exist, and will be limited to circumstances: (1) where an individual stood in place of a parent to an employee when the employee was a child less than eighteen years of age (i.e., the employee was parented by the individual); or (2) where the employee stands or stood in place of a parent to an individual when he/she was a child of less than eighteen (18) years of age (i.e., the employee is parenting or parented the individual).

At the time of hire, an employee will be provided the opportunity to identify, by name, parents and/or any individual who stood in place of a parent (in loco parentis) to the employee, including an explanation of the in loco parentis relationship. Additionally, if an employee has an in loco parentis relationship with a child (the employee is parenting or parented the child) that relationship shall also be identified and explained at the time of hire.

It is the responsibility of each employee to notify Human Resources of any new in loco parentis relationship (where the employee is parenting a child) when such relationship occurs.

In loco parentis relationships are subject to review and approval by the Human Resources Department. The maximum number of parent and/or in loco parentis relationships (where the employee was parented) that may be identified and approved is four (4). Originally identified parents/in loco parentis relationship(s) (where the employee was parented) are not subject to change or addition after initial identification by the employee.

Approval of the in loco parentis status for parenting shall stand only so long as the originally identified circumstances continue to apply.

If an in loco parentis relationship is disapproved by Human Resources, the employee may appeal the decision through the grievance procedure.

Sick leave will only be granted for incidents involving an in loco parentis relationship where the relationship has been identified and approved prior to the first date of absence.

Section 12. When a staff member is off on extended leave due to serious illness, injury, or pregnancy, and has used all available sick leave hours earned, he may follow one (1) of the following rules:

1. If a staff member has earned vacation leave hours on record, he may use them if a written request is approved by the Superintendent in advance.
2. If a staff member does not wish to use “vacation time” while being off, he must request, in writing, permission from the Superintendent to be granted “administrative leave” (without pay) for any additional time off. In an emergency, a call to the supervisor to start processing the proper paperwork for “leave without pay” will be allowed (at the discretion of the Superintendent).
3. If a staff member has reason to believe that he will be unable to return to work within three (3) additional days, the staff member must apply for any accrued vacation leave and then a disability leave.

Section 13. Sick leave shall be charged in minimum units of one-quarter (1/4) hour.

Section 14. Sick Leave Determination for Teachers. Eight (8) hours is considered a full day. Teachers accrue sick leave based upon an eight (8) hour day. Because the regular school day for nine (9) month Teachers is seven (7) hours in comparison to eight (8) hours, it is necessary to establish a ratio of time to be charged for absence of a partial day. Partial days off for nine (9) month Teachers shall therefore be adjusted by multiplying the actual time off by 1.1429.

Section 15. Sick Leave Conversion. An employee who has ten (10) or more years of service with the agency who formally retires under the Public Employees Retirement System (PERS), the School Employees Retirement System (SERS), or the State Teachers Retirement System (STRS) may elect to convert accumulated and unused sick leave to cash at the time of said retirement. The employee may convert up to five hundred (500) hours of sick leave to cash at a one hundred percent (100%) conversion rate (i.e., one [1] hour of sick leave to one [1] hour of wages at the then current rate of pay.) Conversion of sick leave to cash shall result in any and all accumulated and unused sick leave being removed from the record.

Section 16. Convertible Time For Part-time Employees. In consideration of the fact that part-time employees do not earn vacation time, commencing July 1, 2019, an amount equal to forty percent (40%) of the amount of sick leave earned by a part-time employee (while serving as a part-time employee) will be added to an employee-specific running total of the amount of sick leave the employee may use as vacation (convertible time). Once the total convertible time reaches one hundred sixty (160) hours, no percentage of sick leave earned by the part-time employee will be added to the convertible time total.

A part-time employee must have the time available in both his sick leave balance and convertible time running total in order to be eligible to request, and be approved to convert sick time to

vacation. No sick leave earned by a part-time employee will be considered vacation until applied for and used as such. Once a part-time employee has used convertible time as vacation, the amount of time used will be deducted from both the sick leave and convertible time balances for the employee.

The process to be used for the application and approval to convert sick time to vacation for part-time employees is the same as the application and approval process for use of vacation time by full-time twelve (12) month employees, although different forms may be developed for the convertible time process.

ARTICLE 41 **PERSONAL DAYS (SCHOOL)**

Section 1. Effective September 1, 1995, each nine (9) month Teacher with one (1) year of service or more shall be granted one (1) personal day per school year. Additionally, any Teacher who actually worked at least one hundred seventy-seven (177) days of the preceding school year shall be entitled to convert one (1) day of sick leave to a personal day in September of the new school year. Such employee(s) must submit written notice to the Employer of his desire to convert a sick leave day to a personal day within September of the applicable year.

Section 2. Use Of Personal Days. Personal days may be used in increments of not less than one (1) work day. Except in cases of emergency or extenuating circumstances, requests for use of a personal day off shall be scheduled and approved at least four (4) work days in advance. Notwithstanding the provisions above, employees may utilize personal days for emergency purposes subject to approval by the Superintendent.

Section 3. Conversion Of Personal Days. Employees shall be given the opportunity to carry over up to one (1) personal day into the next year. Any other unused personal days as of August 31 of each year shall automatically be converted to sick leave at full value.

Section 4. School Aides/School Receptionist. Any School Aide or School Receptionist who has accrued a minimum of sixteen (16) hours of paid vacation time shall be entitled to convert one (1) work day, e.g., eight (8) hours or seven (7) hours, as applicable, into a floating vacation day and it shall be used in the same way as a personal day during the school year. Only one (1) vacation day per school year may be converted into a floating vacation/personal day.

ARTICLE 42 **DISABILITY LEAVE/DISABILITY SEPARATION**

Section 1. An employee who becomes unable to perform the essential functions of his or her position due to a disabling illness, injury, or condition may be eligible for up to two (2) years of absence for the same or related disabling illness, injury, or condition as medically certified by a licensed practitioner and in accordance with the provisions of this agreement and Board policy. The absence may consist of a combination of paid leave, approved unpaid leave (e.g., paid leave, paid/unpaid family and medical leave, and/or unpaid disability leave), and disability separation.

Paid sick leave, personal leave, vacation, family and medical leave, disability leave and disability separation may be used to cover an absence due to the same disabling illness, injury, or condition.

Section 2. Voluntary Change of Position.

- A. When an employee becomes physically unable to perform the duties of his or her position due to a disabling illness, injury or condition, but is still able to perform the duties of another vacant position (of the same or lower pay level), he or she may voluntarily request to be considered for such vacant position (voluntary change of position). Such request shall be in writing, stating the reasons for the request, and shall be accompanied by a physician's statement, if requested. The determination as to whether or not a vacancy exists and the approval of such voluntary requests shall be with the mutual consent of the Employer, and the Union based upon operational needs and requirements.
- B. An employee who is granted a voluntary change of position shall be placed at the same rate on the applicable pay level for the new position based upon his rate immediately prior to the voluntary position change, when the position are assigned to the same pay level. When a voluntary change of position is granted to a lower position, the employee shall be reduced by three percent (3%) for each level of reduction on the wage schedules (e.g., movement from Level 5 to Level 3 would result in a six percent [6%] reduction in pay—see Article 25 Section 5); however, an employee shall not be placed at a lower rate than the starting rate for the applicable level.
- C. A voluntary change of position shall be considered “permanent” in that an employee shall remain in that position until such time as the employee is transferred, bids for, and is awarded another position, or is otherwise separated from employment.
- D. Notwithstanding the above and the provisions of Article 16, Section 1, an employee who voluntarily changes his position based upon the provisions of this article may bid on and be considered for another position within the twelve (12) month period following the voluntary transfer/reduction.

Section 3. Disability Leave.

- A. An employee who has exhausted his accumulated sick leave, personal leave, vacation leave, and /or family and medical leave, and for whom approval of a voluntary change of position is not practicable may request or be placed on a disability leave (leave without pay) for a period of up to six (6) months, running from the first day of absence.
- B. Disability leave may be utilized for a disabling illness, injury, or condition of the employee as certified as necessary by a licensed medical practitioner. A disability leave is an approved unpaid leave of absence for a period of up to six (6) months. The length of an approved disability leave will be contingent upon any prior use of other leave (e.g., accumulated sick leave, personal leave, vacation leave, and/or family and medical leave)

for the same or related disabling illness, injury, or condition (hereinafter referred to as “condition”).

- C. “Prior use of other leave,” as utilized above, shall be defined as any absence for the same or related disabling condition within thirty (30) calendar days of the start date for the current disability leave. Such “prior use of other leave” will be tolled against (charged against or subtracted from) the six (6) months to determine the maximum number of days remaining for the unpaid disability leave. Prior use of other leave of six (6) months or more shall mean that the employee is ineligible for unpaid disability leave, but may apply for disability separation defined in Section 3 herein.
- D. Requests for disability leave should be submitted in writing to the Employer with a copy of a physician’s statement. The leave of absence will begin on the date the physician states the employee can no longer perform his duties. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work.
- E. It shall be the responsibility of the employee to provide the Employer with updated and accurate medical documentation as to the anticipated date of return to work.
- F.
 - 1. An employee who has been certified by a licensed medical practitioner as able to return to work to perform the essential functions of a position (with or without a reasonable accommodation as may be applicable) following an unpaid disability leave/separation shall have a thirty (30) calendar day period to demonstrate his/her ability to do so. The essential functions of the position shall be determined by the job description in effect at the time the employee is to return to work.
 - 2. An employee who is unable to perform the essential functions of the position within the thirty (30) day time period shall be returned to disability leave/separation and such return shall be deemed a continuation of the disability leave/separation immediately preceding the thirty (30) calendar day period. In other words, the disability leave/separation (as well as any prior use of paid and/or unpaid other leave) preceding and following the maximum thirty (30) calendar day time period addressed above, or any portion thereof, shall count toward and be charged against the maximum two (2) year period of absence for the same disabling condition. Time actually worked during said thirty (30) calendar day time period shall not be charged against the maximum two (2) year period of absence.
 - 3. In the event an employee returns to work, is unable to complete and exceed the thirty (30) calendar day time period, and is returned to disability leave/separation, said employee may be afforded additional thirty (30) calendar day time periods

(within the maximum two [2] year period of absence) to demonstrate his ability to perform the essential functions of his position in accordance with the requirements set forth in subsection E (1) above. Should the employee be unable to complete and exceed any additional thirty (30) calendar day time period(s), time worked within such additional thirty (30) calendar day time period(s) shall be charged against the maximum two (2) year time period of absence.

- G. An employee who has incurred an injury or illness as a result of or connected with the performance of his job duties with the Employer and has filed a claim for temporary total benefits for lost wages through the Bureau of Worker's Compensation shall not be required to exhaust all accumulated sick leave prior to requesting an unpaid disability leave. Vacation leave must still be used. It shall be the responsibility of such affected employee to submit a written request for unpaid disability leave, otherwise, accumulated sick leave will be charged, once any accumulated vacation leave has been exhausted.
- H. Notwithstanding the other provisions herein, an employee who has incurred a job-related injury or job-related illness as addressed in subsection F above may request to retain up to five (5) days of vacation leave (twelve [12] month employees) or up to five (5) days of sick leave (nine [9] month employees) to be used only after the employee returns from leave to active employment. In other words, the employee cannot request retention and then request payment during the leave or immediately following the termination of such leave. Such request for retention of vacation or sick leave will be approved by the Superintendent.
- I. As long as the employee maintains his share of contributions to the cost of the health plan, the Employer shall maintain its contribution to (share of) the cost of health plan coverage for the participating disabled employee during the period of unpaid disability leave of absence, up to a maximum of six (6) months, as applicable. If the employee fails to return to work for a time period at least equivalent to twelve (12) weeks or fifty percent (50%) of the time period of the unpaid disability leave (and/or any unpaid family and medical leave), whichever is greater, he shall be required to reimburse the Employer for any insurance premiums paid during the term of such leave, unless the employee is medically unable to return to work, or is granted additional approved unpaid leave. (Time spent on unpaid disability leave and/or unpaid family and medical leave is subject to the reimbursement of insurance premiums.
- J. Notwithstanding the above, insurance benefits utilized while on paid leave (e.g., sick leave, personal leave, and/or vacation leave) shall not be subject to any premium reimbursement by the employee to the Employer.

Section 4. Disability Separation. A disability separation of up to eighteen (18) months may be granted when an employee has exhausted his accumulated sick leave and/or authorized vacation leave and any authorized unpaid disability leave and is:

1. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or
2. declared incapable of performing the duties of his position by a licensed physician.

Again, an employee who has incurred a job related injury or illness shall not be required to exhaust all accumulated sick leave or vacation in accordance with the provisions set forth in Section 3 (F) and (G) above.

If an examination is requested or required by the Employer, the Employer shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature. The employee returning from disability separation shall be reinstated to his position or a similar position if his original position no longer exists. If the Employer determines to permanently fill the originally vacated position, said position shall be posted in accordance with the provisions of this agreement.

The maximum combined period for disability leave and disability separation shall be two (2) years (twenty-four [24] months).

Section 5. Reinstatement Procedure. Reinstatement rights following disability leave/separation extend for two (2) years from the first date of absence. Time spent on unpaid disability leave and/or any combination of other paid or unpaid leave prior to or in lieu of unpaid disability leave for the same or related disabling condition shall be considered part of the disability separation for purposes of the two (2) year reinstatement rights consistent with the provisions set forth within this article. Such employee is to be reinstated to the same or similar position within thirty (30) calendar days after making written application and providing medical documentation and/or passing a medical examination showing full qualifications to perform the duties (essential functions) of the position. The Employer may require that an examination be conducted by a physician designated by the Superintendent, and the costs shall be paid by the Employer. The essential functions of the position shall be determined by the job description in effect at the time the employee is seeking reinstatement.

The Superintendent should send a written reminder to the employee at least two (2) weeks prior to the expiration of his or her disability separation. An employee who does not return from disability separation, formally resign, or take disability retirement shall be separated with the notation "Failure to Return from Disability Separation."

Section 6. Disability Retirement. If continuing disability precludes reinstatement, the employee may wish to apply to PERS for Disability Retirement. If approved, such separation should be reported to the Superintendent.

Section 7. In the event that an employee makes a false statement in connection with the request for leave, the Employer may take appropriate disciplinary action.

ARTICLE 43
LEAVE OF ABSENCE

Section 1. Personal Leave.

- A. The Employer may grant a leave of absence without pay to any employee for a maximum duration of six (6) calendar months for any personal reasons of the employee. Such a leave may be renewed or extended beyond six (6) calendar months at the discretion of the Superintendent. The Employer will continue its contribution for insurance benefits provided in accordance with the terms of this agreement for short term personal leaves of absence without pay of two (2) weeks or less.
- B. Leave may be granted for a maximum period of two (2) years for purposes of education. The parties agree that personal leave for the purposes of education is intended to be a long-term leave of absence of consecutive work days. Short-term arrangements for educational purposes involving partial work days may be approved at the sole discretion of the Superintendent.
- C. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted. The Employer shall exercise its discretion reasonably and fairly.
- D. The granting of any leave of absence is subject to approval of the Employer thirty (30) days prior to commencement of the desired leave. However, this period may be waived by the Employer.
- E. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.

In the event that an employee makes a false statement in connection with the request for leave, the Employer may take appropriate disciplinary action.

ARTICLE 44
ASSAULT LEAVE

Section 1. If an employee is physically injured during the course of employment as a direct result of a physical outburst of a student or consumer, and if such employee files for compensation under the Workers' Compensation Act of Ohio as a result of such injury, such employee shall be granted an assault leave.* Employees on approved assault leave shall be maintained on full pay status during such absence up to a maximum of five (5) consecutive working days. Assault leave shall not be charged against sick leave.

- * However, when total time off due to assault is no more than five (5) consecutive working days, the employee shall not be required to file for compensation under the Workers' Compensation Act.

Section 2. An employee shall be granted assault leave according to the following rules:

- A. The incident resulting in the absence of the employee must have occurred during the course of employment with the Employer, while on the Employer's premises, or at an Employer-approved or sponsored activity/event, or in the course of transporting student/consumers or material to or from said premises, activity or event. The injury/assault must be reported to the employee's immediate supervisor on the day of occurrence, and an accident/incident report must be completed.
- B. Upon notice to the Employer or immediate supervisor that an assault upon an employee has been committed, an assaulted employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the Human Resources Director or immediate supervisor.
- C. The Superintendent/designee shall initially determine if the employee should be granted assault leave at the time of assault. If denied, the employee may furnish a certificate from a licensed physician stating the nature of the disability and its likely duration, along with a request for reconsideration.
- D. An employee shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement, if needed, have been submitted to the Human Resources Director.
- E. Employees are not automatically required to seek treatment from a licensed physician unless the absence exceeds five (5) consecutive days. The Employer may require a licensed physician's statement justifying the continuation of the leave.
- F. An employee shall not be permitted to accrue assault leave. However, if an injury/assault has been properly reported in accordance with the terms set forth herein, an employee shall have up to five (5) calendar days within which to commence any assault leave.
- G. Payment for assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault.
- H. Payment under this article shall constitute the employee's entire compensation from the Board during the period of physical disability, and any payments received under Chapter 4123 (Workers' Compensation) shall be over and above the provisions of this article.

ARTICLE 45
JURY DUTY/COURT LEAVE

Section 1. The Employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of

Ohio, or a political subdivision. All compensation received for jury or court duty is to be remitted by the employee to the Employer, unless such duty is performed outside normal working hours. In order to receive compensation the employee must provide to the Personnel Director:

- A. Notice of his/her summons or a copy of the subpoena if possible forty-eight (48) hours prior to the date of such service, or if not possible immediately after returning.
- B. A clerk of courts certificate or other documents of the court stating the time served.

Section 2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters. These absences would be leave without pay or vacation as scheduled in advance with the Employer.

Section 3. It is understood that an employee released from jury duty prior to the end of his/her scheduled workday, shall report to work for the remaining hours unless there is less than two (2) hours left on his/her shift.

ARTICLE 46 **MILITARY LEAVE**

Section 1. All employees who are members of the Ohio organized militia or members of other reserve components of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services as defined in Section 5923.05 of the Ohio Revised Code for periods not to exceed one month (twenty-two eight-hour work days or one hundred seventy-six hours) in any one calendar year. Any compensation received for military leave up to or equal to the employee's regular rate of pay is to be remitted by the employee to the Employer, unless such duty is performed totally outside normal working hours.

Section 2. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under the provision is one hundred seventy-six (176) hours.

Employees called or ordered to the uniformed services, as a result of an executive order issued by the President of the United States, an Act of Congress, or because of an order to perform duty issued by the Governor, pursuant to Section 5919.29 or 5923.21 of the Revised Code, for longer than one hundred seventy-six (176) hours in a calendar year in which the employee performs service in the uniformed services, is entitled, during the period designated in the order or act, to a leave of absence and to be paid during each monthly pay period of that leave of absence the lesser of the following:

- A. the difference between the employee's gross monthly wage or salary as an employee and the sum of the employee's gross uniformed pay and allowances received that month;
- B. five hundred dollars (\$500.00).

However, no employee is entitled to these payments if the sum of his gross uniformed service pay and allowances received in a pay period exceeds his gross wage or salary from the Employer for the same period.

Section 3. Employees who have worked for the Employer long enough to complete their probationary period will be granted a leave of absence without pay to be inducted or otherwise enter military service.

Section 4. An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

Section 5. An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters an extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

Section 6. A veteran separated or discharged under honorable conditions must make application for re-employment to the former position within ninety (90) days from the date of release from service; or within ninety (90) days after release from hospitalization due to in-service, injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

- A. Reinstatement must be accomplished within thirty (30) days after application is received by the appointing authority.
- B. A copy of the discharge or certificate of service must accompany all requests for reinstatement.

ARTICLE 47 **MEDICAL/HEALTH COVERAGE**

Section 1. The parties agree that the Employer will make available a basic health plan and supplemental benefits to include dental, prescription, and vision coverage (health plan coverage or "plan"), to eligible full-time employees.

The regular health plan and supplemental benefit offerings shall be through the regular Lorain County Health Care Plan as determined by the Lorain County Board of Commissioners. The terms, conditions and benefit levels of said plan shall be at the discretion of the Board of Commissioners and may be subject to change.

Section 2. Eligible employees may elect single or family coverage and supplemental coverage, at their option and in accordance with the provisions/requirements of the plan(s).

Section 3. The Employer agrees to contribute the following fixed percentages (Employer contribution), per participating employee, per month, toward the cost of the health plan coverage (inclusive of supplemental coverage):

Family – 85% of Cost
Single – 85% of Cost

Section 4. Each participating employee shall be responsible for any costs above the amount of the established Employer contribution, i.e., fifteen percent (15%) of the cost for regular health plan coverage. The employee shall sign a payroll authorization form for the amount of any remaining costs in order to participate in, or to continue, coverage.

Section 5. Employees in part-time positions who are hired to work less than the full-time Agency standard for the position (e.g., seven [7] or eight [8] hours per day/five [5] days per week), are not eligible for health plan coverage unless they are regularly scheduled to work an average of thirty (30) or more hours per week.

ARTICLE 48 **CONTINUATION OF BENEFITS**

Section 1. A regular, full or part-time employee who acquires a valid unpaid leave of absence of more than two (2) weeks, is laid off from employment, or is voluntarily separated under such circumstances so as to entitle the employee to unemployment compensation under Ohio law, may elect, at his/her expense, to continue in the health insurance programs for a period of eighteen (18) months following the date on which the employee's coverage would otherwise terminate provided that:

1. The carrier of the medical insurance permits continued enrollment;
2. The employee makes the first contribution on or before the date on which his/her coverage would otherwise have been terminated;
3. The employee has been continuously covered under the group's health insurance during the entire three (3) month period preceding leave or termination;
4. The employee is not eligible for Medicare; and
5. The employee is not covered or eligible for coverage in another group program.

Under special circumstances a separated employee or surviving spouse/children may extend such coverage for up to three (3) years.

Section 2. The health insurance program(s) will remain in effect for employees who elect to continue with the program(s), and are eligible for such election, as noted above, until the earliest occurrence of any of the following:

1. Eighteen (18) months following the date on which the employee's coverage would otherwise have terminated unless another qualifying event allows coverage to be extended to the three (3) year maximum; or
2. The date the employee fails to make timely (on or about the fifteenth [15th] of the month after the final agency contribution) monthly contributions; or
3. The date the employee becomes eligible for Medicare; or
4. The date the employee becomes covered or eligible for coverage under another group plan which did not cover the employee at the time of termination.

ARTICLE 49
MEDICATION

Section 1. The Employer agrees to provide those staff members who are required to administer medications with training.

ARTICLE 50
BULLETIN BOARDS

Section 1. The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union. It is agreed that where bulletin boards are available in staff lounge areas, the Employer shall permit the Union use of one-half (1/2) of such bulletin boards.

Section 2. All Union notices which appear on the bulletin boards shall be signed, posted, and removed by the Union representative during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Superintendent's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union; and

G. Non-political publications, rulings, or policies of the Union.

Section 3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

Section 4. Violation of any provisions by the Union of this article shall be discussed at Labor-Management meetings.

ARTICLE 51 **LABOR-MANAGEMENT MEETINGS**

Section 1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, once each calendar quarter, on a mutually agreeable day and time, the Superintendent and/or her designees shall meet with not more than six (6) representatives of the Union to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

If neither party has any agenda items for the quarterly meeting, the meeting will be cancelled. A special meeting may be requested by either party if deemed necessary. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 2. In the interest of providing timely responses to management/labor concerns, an agenda will be exchanged at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting. Late agenda items may be discussed only by mutual agreement of the parties. The purpose of such meetings shall be to:

1. Discuss the administration of this agreement.
2. Discuss with the Union any proposed changes by the Employer which affect the bargaining unit.
3. Discuss the grievances which have not been processed beyond Step 4 of the grievance procedure, but only when such discussions are mutually agreed to by the parties.
4. Disseminate general information of interest to the parties.
5. Discuss ways to increase productivity and improve efficiency.
6. Give the Union representatives the opportunity to share the views of their members on topics of interest to both parties.
7. To consider and discuss health and safety matters relating to employees.

Section 3. Labor/management meetings are not intended to be negotiations sessions to alter or amend the basic agreement.

ARTICLE 52
DISTRIBUTION OF AGREEMENT

Section 1. Within thirty (30) days of the signing of this agreement, the Employer shall have the agreement printed or reproduced and distributed to each employee in the bargaining unit. Forty (40) extra copies of the agreement shall be provided to the Union President.

If the Union desires additional copies or a specified format, the Union shall bear all cost of printing.

ARTICLE 53
NO STRIKE/LOCKOUT

Section 1. The Union agrees that during the term of this agreement, it will not call or support or participate in any work stoppage or strike against the Employer.

Section 2. The Employer agrees that during the term of this agreement it will not lockout employees.

Section 3. If the Employer notifies the Union that its bargaining unit is engaged in any illegal strike, work stoppage or slowdown, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work.

Section 4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by the law to deal with any unauthorized or unlawful strike.

ARTICLE 54
SAFETY COMMITTEE

Section 1. The Employer and the Union agree to establish a Safety Committee consisting of up to four (4) non-bargaining unit members appointed by the Employer and four (4) bargaining unit members appointed by the Union. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures. The joint Safety Committee shall meet at least once each month or upon request if an emergency arises.

Section 2. All unsafe conditions shall be immediately reported by the employee to the employee's supervisor. The supervisor shall attempt to resolve the safety complaint. If the supervisor is unable to resolve the safety complaint, it shall be forwarded to the Superintendent or designee who will determine if corrective action can be implemented to eliminate or reduce

the potential danger or hazards. If, after action is taken by the Superintendent, the employee believes the reported unsafe working condition still exists, the employee may request that the issue be submitted to the above-referenced committee for review.

Section 3. When work place engineering and/or work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer will provide personal protective equipment.

Section 4. Seeking or pursuing remedy before any other agency on a safety or health complaint shall preclude the processing of a grievance regarding the same to arbitration under the terms of this agreement.

ARTICLE 55 **LICENSURE REIMBURSEMENT**

Section 1. Employees holding one of the positions of Occupational Therapist, Physical Therapist, or Psychologist shall be entitled to a three percent (3%) wage supplement to their base rate of pay in consideration of the requirement that they maintain licensure for their position.

ARTICLE 56 **SEVERABILITY**

Section 1. Should any part of this agreement or any provisions contained herein be declared invalid by a tribunal of competent jurisdiction, any federal or state legislation, governmental regulation, or court decision, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

Section 2. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

ARTICLE 57 **SUCCESSORS AND ASSIGNEES**

Section 1. The covenants and agreements herein contained shall bind and insure to the benefit of the parties and their representatives, successors, and assignees.

ARTICLE 58 **LIFE INSURANCE**

Section 1. The Employer will provide life insurance coverage for each full-time employee through the general County group plan. Effective December 1, 2001, the benefit amount payable under such policy shall be fifty thousand dollars (\$50,000) or the amount authorized by the Lorain County Board of Commissioners, whichever is greater.

ARTICLE 59
APPLICATION OF CIVIL SERVICE LAW

Section 1. Where there are provisions in both this agreement and in ORC 124 and/or the Ohio Administrative Code (OAC) covering an issue, only the provisions of this agreement shall apply.

ARTICLE 60
JOINT COMMITTEE ON BUILDING MAINTENANCE

There shall be a joint Labor/Management Committee on Building Maintenance for the purpose of making periodic analyses of building maintenance and cleaning operations and to provide feedback from the various building sites to the administration and to the Union. The committee shall be composed of a relatively equal number of Union and Management employees, with one (1) person from each worksite (Residential shall be considered one worksite but Meister shall also be considered one worksite) and a minimum of three (3) persons from both the Union and Management. The committee shall meet regularly but no less than quarterly. The Union President and the Operations Director shall request volunteers for the committee. The Union President and a Management representative designated by the Superintendent shall make the final decision on the makeup of the committee.

ARTICLE 61
CLASS TITLE AS LISTED ON JOB DESCRIPTIONS

Section 1. “Class Title” as may be listed on job descriptions shall not be used to identify classifications/positions within the bargaining unit and shall have no relevance whatsoever to references to “position(s)” within the Negotiated Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this agreement on this 19th day of June, 2019.

**FOR THE EMPLOYER
LORAIN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

**FOR THE UNION
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES/AFSCME,
LOCAL 4, AFL-CIO, AND ITS
LOCAL 771**

Don L. Z
Superintendent

Thomas L. Smith
Local President

[Signature]
Board President

[Signature]
Field Representative

Judy Lipowski

Ignace J. Fordonuch

James Ward

Robert J. Bane

APPROVED AS TO FORM:

Thomas Mangan 6-18-19
Lorain County Assistant Prosecutor

APPENDICES

Appendix A	Listing of Departments and Positions
Appendix B	Union Representation Authorization Form
Appendix C	Notice of Bumping
Appendix D	Wage Schedules
	Side Letter #1, Conference Day
	Side Letter #2, BCI and BCII
	Side Letter #3, 19.5 hour employees Regular part-time employees under the 2010-2013 CBA

APPENDIX A
LISTING OF DEPARTMENTS AND POSITIONS
Revised: March 2019

Bargaining Unit A

<u>Department: Accounting</u>
Federal/State Funding Specialist
Family Support Coordinator
Accounts Payable Specialist
Production Center Bookkeeper
Purchasing Assistant 2
Receiving/Inventory Clerk
Receiving/Inventory Clerk-Fixed Assets
Data/Account Clerk
Account Clerk 1
Food Service/Account Clerk
Transportation Coordinator

<u>Department: Adult Service Production</u>
Operations Specialist
Production Manager
Time Study Technician
Shipping & Receiving Clerk
Stores Clerk
Work and Activities Specialist/Shipping and Receiving Clerk
Adult Program Instructor
Adult Program Instructor (PC Maintenance)
Truck Driver
Truck Driver/Material Handler
Adult Program Aide

<u>Department: Adult Services</u>
Speech-Language Pathologist
Behavior Support Specialist
Community Based Specialist
Fitness & Leisure Activities Specialist
Habilitation Specialist/Adaptive Equipment Specialist
Marketing Job Placement Specialist

APPENDIX A
(continued)

Program Specialist
Recreation Specialist
Vocational Placement Specialist
Job Coach

<u>Department: Clerical</u>
Secretary 2
Secretary 1
Receptionist/Secretary 12M
Receptionist/Secretary 9M
Courier/Account Clerk
Materials Resource Clerk
SE Scheduler/Assistant

<u>Department: Facilities</u>
Lead Maintenance Technician
Maintenance Technician
Custodial Service

<u>Department: Nurses</u>
QA/Delegation Nurse
Nurse 1/RN
Licensed Practical Nurse

<u>Department: Residential</u>
Program Assistant
Recreational Aide
Cook
Cook/Housekeeper
Residential Assistant/Cook
Group Home Aide
Group Home Aide/Housekeeper
Group Home Aide/Permanent Sub

APPENDIX A
(continued)

<u>Department: School</u>
Aquatics Instructor
Developmental Specialist
Home Instruction/Community Service Coordinator
Speech-Language Pathologist 12M
Speech-Language Pathologist 9M
Music Teacher
Physical Development Specialist
Teacher
Teacher/Early Childhood

<u>Department: School Aides</u>
School Aide 1337 hrs.
School Aide/EC 1337 hrs.

<u>Department: Part Time Accounting</u>
Transportation Coordinator PT
Account Clerk 2 PT
Account Clerk 1 PT
Data Clerk PT
Records Clerk PT

<u>Department: Part Time Adult Services Production</u>
Quality Assurance Technician PT
Adult Program Instructor PT

<u>Department: Part Time Adult Services</u>
Speech-Language Pathologist PT
Activity Aide PT
Behavior Support Specialist PT
Habilitation Specialist/Adaptive Equipment Specialist PT

<u>Department: Part Time Clerical</u>
Secretary 1 PT

APPENDIX A
(continued)

<u>Department: Part Time Facilities</u>
Maintenance Technician PT

<u>Department: Part Time Nurses</u>
Licensed Practical Nurse PT

<u>Department: Part Time Residential</u>
Group Home Aide PT
Cook/Aide PT

<u>Department: Part Time School</u>
Developmental Specialist PT
Speech-Language Pathologist PT

Bargaining Unit B

<u>Department: Service and Support Administration</u>
SSA-Behavior Analyst
SSA-Assistant Behavior Analyst
SSA-Vocational Assessment Specialist
Service and Support Administrator

<u>Department: Part Time Service and Support Administration</u>
SSA PT
Provider Compliance/Resource Specialist PT

APPENDIX B
UNION REPRESENTATION TIME FORM

Union Official's Name: _____

Work Area: _____

Immediate Supervisor: _____

Date of Meeting: _____

Destination: _____

Grievance No.: _____
(If Applicable)

Date of Request: _____

Supervisor's Approval: _____ Date: _____

Left Work Area _____ a.m./p.m.

_____ Attend meeting with Employer

Returned to Work Area _____ a.m./p.m.

_____ Process Grievance

_____ 24 hour notice requirement met

_____ Attend Predisciplinary Conference

_____ 24 hour notice requirement waived

_____ Other (Specify) _____

Charge against 20 hours/month _____

Began: _____ a.m. _____ p.m.

Non-chargeable _____

Ended: _____ a.m. _____ p.m.

Supervisor or Manager

Official/Steward

Complete in Triplicate:
1 copy Official/Steward
1 copy Supervisor or Department Head
1 copy Human Resources Officer

APPENDIX C
LORAIN COUNTY BOARD OF DD
“NOTICE OF BUMPING”

EMPLOYEE NAME: _____

EMPLOYEE POSITION: _____

DEPARTMENT: _____

I hereby give notice of bumping and wish to exercise my “bumping” rights in accordance with Article 20 of the Collective Bargaining Agreement in order to bump into the _____ position. I understand that this notice must be given within five (5) calendar days of my receipt of my layoff notice.

Employee’s Signature

Date Submitted

Received By

Date Received

Employee Deemed Presently Qualified

_____ Yes _____ No

Approved _____

Date _____

Disapproved _____

Date _____

APPENDIX D
WAGE SCHEDULES

	2080 Hours	12 Month Employees	
--	-------------------	---------------------------	--

	Level	Base/Minimum	Maximum
2018-2019	1	\$9.95	\$16.69
		\$20,696.00	\$34,715.20
2019-2020		\$10.15	\$17.19
		\$21,112.00	\$35,755.20
2020-2021		\$10.35	\$17.71
		\$21,528.00	\$36,836.80
2021-2022		\$10.56	\$18.24
		\$21,964.80	\$37,939.20

	Level	Base/Minimum	Maximum
2018-2019	2	\$11.05	\$18.51
		\$22,984.00	\$38,500.80
2019-2020		\$11.27	\$19.07
		\$23,441.60	\$39,665.60
2020-2021		\$11.50	\$19.64
		\$23,920.00	\$40,851.20
2021-2022		\$11.73	\$20.23
		\$24,398.40	\$42,078.40

	Level	Base/Minimum	Maximum
2018-2019	3	\$12.70	\$21.22
		\$26,416.00	\$44,137.60
2019-2020		\$12.95	\$21.86
		\$26,936.00	\$45,468.80
2020-2021		\$13.21	\$22.52
		\$27,476.80	\$46,841.60
2021-2022		\$13.47	\$23.20
		\$28,017.60	\$48,256.00

APPENDIX D
WAGE SCHEDULES (Continued)

	2080 Hours	12 Month Employees	
--	-------------------	---------------------------	--

	Level	Base/Minimum	Maximum
2018-2019	4	\$14.53	\$24.31
		\$30,222.40	\$50,564.80
2019-2020		\$14.53	\$25.04
		\$30,222.40	\$52,083.20
2020-2021		\$14.53	\$25.79
		\$30,222.40	\$53,643.20
2021-2022		\$14.53	\$26.56
		\$30,222.40	\$55,244.80

	Level	Base/Minimum	Maximum
2018-2019	5	\$16.63	\$27.88
		\$34,590.40	\$57,990.40
2019-2020		\$16.63	\$28.72
		\$34,590.40	\$59,737.60
2020-2021		\$16.63	\$29.58
		\$34,590.40	\$61,526.40
2021-2022		\$16.63	\$30.47
		\$34,590.40	\$63,377.60

	Level	Base/Minimum	Maximum
2018-2019	6	\$19.04	\$31.92
		\$39,603.20	\$66,393.60
2019-2020		\$19.04	\$32.88
		\$39,603.20	\$68,390.40
2020-2021		\$19.04	\$33.87
		\$39,603.20	\$70,449.60
2021-2022		\$19.04	\$34.89
		\$39,603.20	\$72,571.20

APPENDIX D
WAGE SCHEDULES (Continued)

	1528 Hours	9 Month Employees	
--	-------------------	--------------------------	--

	Level	Base/Minimum	Maximum
2018-2019	1	\$9.95	\$16.69
		\$15,203.60	\$25,502.32
2019-2020		\$10.15	\$17.19
		\$15,509.20	\$26,266.32
2020-2021		\$10.35	\$17.71
		\$15,814.80	\$27,060.88
2021-2022		\$10.56	\$18.24
		\$16,135.68	\$27,870.72

	Level	Base/Minimum	Maximum
2018-2019	2	\$11.05	\$18.51
		\$16,884.40	\$28,283.28
2019-2020		\$11.27	\$19.07
		\$17,220.56	\$29,138.96
2020-2021		\$11.50	\$19.64
		\$17,572.00	\$30,009.92
2021-2022		\$11.73	\$20.23
		\$17,923.44	\$30,911.44

	Level	Base/Minimum	Maximum
2018-2019	3	\$12.70	\$21.22
		\$19,405.60	\$32,424.16
2019-2020		\$12.95	\$21.86
		\$19,787.60	\$33,402.08
2020-2021		\$13.21	\$22.52
		\$20,184.88	\$34,410.56
2021-2022		\$13.47	\$23.20
		\$20,582.16	\$35,449.60

APPENDIX D
WAGE SCHEDULES (Continued)

	1528 Hours	9 Month Employees	
--	-------------------	--------------------------	--

	Level	Base/Minimum	Maximum
2018-2019	4	\$14.53	\$24.31
		\$22,201.84	\$37,145.68
2019-2020		\$14.53	\$25.04
		\$22,201.84	\$38,261.12
2020-2021		\$14.53	\$25.79
		\$22,201.84	\$39,407.12
2021-2022		\$14.53	\$26.56
		\$22,201.84	\$40,583.68

	Level	Base/Minimum	Maximum
2018-2019	5	\$16.63	\$27.88
		\$25,410.64	\$42,600.64
2019-2020		\$16.63	\$28.72
		\$25,410.64	\$43,884.16
2020-2021		\$16.63	\$29.58
		\$25,410.64	\$45,198.24
2021-2022		\$16.63	\$30.47
		\$25,410.64	\$46,558.16

	Level	Base/Minimum	Maximum
2018-2019	6	\$19.04	\$31.92
		\$29,093.12	\$48,773.76
2019-2020		\$19.04	\$32.88
		\$29,093.12	\$50,240.64
2020-2021		\$19.04	\$33.87
		\$29,093.12	\$51,753.36
2021-2022		\$19.04	\$34.89
		\$29,093.12	\$53,311.92

APPENDIX D
WAGE SCHEDULES (Continued)

9 Month Employees			
1337 Hours - School Aides			
	Level	Base/Minimum	Maximum
2018-2019	2	\$11.05	\$18.51
		\$14,773.85	\$24,747.87
2019-2020		\$11.27	\$19.07
		\$15,067.99	\$25,496.59
2020-2021		\$11.50	\$19.64
		\$15,375.50	\$26,258.68
2021-2022		\$11.73	\$20.23
		\$15,683.01	\$27,047.51

9 Month Employees			
Instructors (IS) - 1528			
Hours			
(Teacher, Aquatics Instructor, Home Instruction/Community Service Coordinator, Music Teacher, Physical Development Specialist 9M, Speech-Language Pathologist 9M)			

	Level	Base/Minimum	Maximum
2018-2019	IS	\$24.17	\$40.54
		\$36,931.76	\$61,945.12
2019-2020		\$24.17	\$41.76
		\$36,931.76	\$63,809.28
2020-2021		\$24.17	\$43.01
		\$36,931.76	\$65,719.28
2021-2022		\$24.17	\$44.30
		\$36,931.76	\$67,690.40

APPENDIX D
WAGE SCHEDULES (Continued)

12 Month Employees			
2080 Hours - SLP			
Speech-Language Pathologist -Adult Services; Speech-Language Pathologist 12M			
	Level	Base/Minimum	Maximum
2018-2019	SLP	\$24.17	\$40.54
		\$50,273.60	\$84,323.20
2019-2020		\$24.17	\$41.76
		\$50,273.60	\$86,860.80
2020-2021		\$24.17	\$43.01
		\$50,273.60	\$89,460.80
2021-2022		\$24.17	\$44.30
		\$50,273.60	\$92,144.00

2080 Hours	12 Month Employees
-------------------	---------------------------

Nurses			
	Level	Base/Minimum	Maximum
2018-2019	5N	\$19.21	\$32.18
		\$39,956.80	\$66,934.40
2019-2020		\$19.21	\$33.15
		\$39,956.80	\$68,952.00
2020-2021		\$19.21	\$34.14
		\$39,956.80	\$71,011.20
2021-2022		\$19.21	\$35.16
		\$39,956.80	\$73,132.80

	Level	Base/Minimum	Maximum
2018-2019	6N	\$21.21	\$35.52
		\$44,116.80	\$73,881.60
2019-2020		\$21.21	\$36.59
		\$44,116.80	\$76,107.20
2020-2021		\$21.21	\$37.69
		\$44,116.80	\$78,395.20
2021-2022		\$21.21	\$38.82
		\$44,116.80	\$80,745.60

SIDE LETTER OF AGREEMENT #1

The Lorain County Board of Developmental Disabilities, Lorain County, Ohio, hereinafter referred to as the “Employer,” and the Ohio Association of Public School Employees/American Federation of State, County, and Municipal Employees, Local 4, AFL-CIO (OAPSE/AFSCME), hereinafter referred to as the “Union,” do hereby agree to the following in a mutual effort to provide quality service, satisfy state requirements, and provide adequate time for completion of year end activities in the school:

1. The former system of having a separate conference day, which was not a day of instruction, and having students present on the last day of school, did not allow sufficient time for year-end report writing and/or clean up of classrooms to prepare for summer maintenance and cleaning.
2. The school calendar will therefore be adjusted to allow for a “conference day” to meet with parents/guardians which shall commence at a time conducive to family needs. The “conference day” shall be considered a “meeting” under the provisions of Article 15, Section 6, of the collective bargaining agreement between the parties and shall be mandatory.
3. At the end of the school year, the additional one (1) day per month meeting shall be designated for report writing as necessary, as well as for other year-end activities.
4. The last day of school shall also be designated for report writing and clean up, without students present, and classrooms are therefore not to be dismantled at any time students are present.

This Side Letter of Agreement became effective commencing with the 2004-2005 school year and was amended in the 2016-2019 Agreement.

Date of Execution _____

For the Employer

For the Union

SIDE LETTER OF AGREEMENT #2

The Lorain County Board of Developmental Disabilities, Lorain County, Ohio, hereinafter referred to as the “Employer” and Ohio Association of Public School Employees/American Federation of State, County, and Municipal Employees, Local 4, AFL-CIO (OAPSE/AFSCME), hereinafter referred to as the “Union” do hereby agree to the following:

For the term of this agreement, the Employer agrees to pay for background checks (BCI and enhanced BCII) as they may be required for bargaining unit employees within the Adult Services and the School programs.

This side letter of agreement shall be effective July 1, 2019, and shall terminate June 30, 2022.

For the Employer

For the Union

SIDE LETTER OF AGREEMENT #3
19.5 HOUR EMPLOYEES - REGULAR PART-TIME EMPLOYEES UNDER THE
2010-2013 CBA

The Lorain County Board of Developmental Disabilities, hereinafter referred to as the “Employer” and Ohio Association of Public School Employees/American Federation of State, County, and Municipal Employees, Local 4, AFL-CIO (OAPSE/AFSCME), hereinafter referred to as the “Union” do hereby agree to the following:

- A. For the term of this agreement, an individual hired part-time prior to July 1, 2013, and eligible for health care coverage under the provisions of the 2010-2013 collective bargaining agreement (CBA), shall be considered a regular part-time employee and shall remain eligible for health plan coverage in accordance with the provisions set forth below:

If requested by the regular part-time employee identified in Section B below, the Employer will pay fifty percent (50%) of the established Employer contribution (Section 3 of Article 47 of the 2013-2016 CBA, e.g., 50% of the 85% Employer contribution). The provisions of Section 4 of Article 47 of the 2013-2016 CBA shall also apply to such regular part-time employees identified in Section B below. Such regular part-time employee must work a minimum of nineteen and one-half (19 1/2) hours per week to be eligible for health plan coverage. The remaining amount for the elected coverage must be paid in advance by the employee. Any month where pre-payment is not received by the time designated by the Employer (e.g., the 15th of the prior month) shall cause such health plan coverage to be canceled.

- B. The regular part-time employee referred to above is as follows:

1. Carol L. McAtee

This Side Letter of Agreement shall be effective July 1, 2019, and shall terminate June 30, 2022.

Date of Execution _____

For the Employer

For the Union

MEMORANDUM OF UNDERSTANDING

During the 2016 successor negotiations, the Lorain County Board of Developmental Disabilities, (“Employer”) and the Ohio Association of Public School Employees/American Federation of State, County, and Municipal Employees, Local 4, AFL-CIO (“Union”) did hereby agree to the following:

In consideration of the ongoing changes in service delivery models, resulting workforce reductions, and related employee concerns, upon the request of the Union, management will meet with groups of employees concerned about their position.

Additionally, if an employee on an active recall list applies for and meets the minimum qualifications and certification requirements for a bargaining unit position under the provisions of Article 16, Job Postings and Bidding Procedures, the employee will be given consideration, including being granted an interview.

For the Employer

For the Union

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this agreement on this 19th day of June, 2019.

**FOR THE EMPLOYER
LORAIN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

**FOR THE UNION
OHIO ASSOCIATION OF PUBLIC
SCHOOL EMPLOYEES/AFSCME,
LOCAL 4, AFL-CIO, AND ITS
LOCAL 771**

Don L. Z
Superintendent

Thomas L. Smith
Local President

[Signature]
Board President

[Signature]
Field Representative

Judy Lipowski

Ignace J. Fordonuch

James Ward

Robert J. Bane

APPROVED AS TO FORM:

Thomas Mangano 6-18-19
Lorain County Assistant Prosecutor