



12-17-2019
2345-01
19-MED-05-0540
38661

COLLECTIVE BARGAINING AGREEMENT

Trumbull County Board of Developmental Disabilities

and

**Ohio Council 8 and Local 1992
American Federation of State, County, and
Municipal Employees, AFL-CIO**

Effective Date: September 1, 2019

Expiration Date: August 31, 2022

TABLE OF CONTENTS

| Article No. | | Page No. |
|-------------|---------------------------------------|----------|
| -- | Preamble | 3 |
| Article 1 | Recognition | 3 |
| Article 2 | Management Rights | 4 |
| Article 3 | Union Representation | 5 |
| Article 4 | Union Security | 8 |
| Article 5 | No Strike/No Lockout | 9 |
| Article 6 | Non-Discrimination | 9 |
| Article 7 | Seniority | 9 |
| Article 8 | Posting Positions and Vacancies | 12 |
| Article 9 | Probation Periods | 14 |
| Article 10 | Hours of Work | 16 |
| Article 11 | Staff Assignments | 18 |
| Article 12 | Staff Certification and Licensing | 19 |
| Article 13 | Overtime | 20 |
| Article 14 | Working Out of Classification | 21 |
| Article 15 | Calamity Days | 21 |
| Article 16 | Discipline and Discharge | 22 |
| Article 17 | Lay-off and Recall | 24 |
| Article 18 | Grievance Procedure | 25 |
| Article 19 | Sick Leave | 30 |
| Article 20 | Holidays and Vacations | 36 |
| Article 21 | Personal Days | 38 |
| Article 22 | Military Leave | 39 |
| Article 23 | Court Leave | 39 |
| Article 24 | Assault Leave | 40 |
| Article 25 | Leaves of Absence Without Pay | 41 |
| Article 26 | Salary Schedules | 44 |
| Article 27 | Health Insurance and Related Benefits | 59 |
| Article 28 | Union Rights | 62 |
| Article 29 | Labor-Management Committee | 62 |
| Article 30 | Health and Safety | 63 |
| Article 31 | Bulletin Boards | 63 |
| Article 32 | Evaluations | 63 |
| Article 33 | Subcontracting | 64 |
| Article 34 | Severability | 65 |
| Article 35 | Application of Civil Service Law | 65 |
| Article 36 | Waiver in Case of Emergency | 65 |
| Article 37 | Duration of Agreement | 66 |

PREAMBLE

This Agreement is entered into by the Trumbull County Board of Developmental Disabilities, hereinafter referred to as the "Board" or "Employer", and Ohio Council 8 and Local 1992 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The parties agree that the purpose of this Agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code, to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein. This "preamble" is not subject to the grievance procedure.

ARTICLE 1 RECOGNITION

Section 1

The Union is hereby recognized by the Board as the sole and exclusive bargaining agent for the bargaining unit hereinafter defined.

Section 2

The bargaining unit shall be defined to include all full time employees who are employed by the Board in any one of the following classifications:

- Adapted Physical Education Assistant
- Bus Aide
- Bus Driver
- Classroom Assistant
- Cook
- Cook Assistant
- Custodian I
- Custodian II
- Developmental Specialist
- Employment Specialist
- Mechanic
- Occupational Therapist
- Physical Therapist
- Registered Nurse
- School Floater/Paraprofessional
- Secretary
- Service Coordinator
- Speech/Language Pathologist
- Teacher

Section 3

Notwithstanding the provisions of this Article, management, confidential, supervisory, part-time, temporary, seasonal, casual, and employees in the unclassified service shall not be included in the bargaining unit. Part-time shall mean anyone who works less than the standard weekly work schedule of that classification on a regular basis.

Section 4

When a new job classification is created, the recognition status shall be discussed between the Union and the Employer within thirty (30) calendar days, with final authority in the determination made by the Employer. If the Union is not satisfied with the determination, it may seek whatever recourse it has through the State Employment Relations Board (SERB), pursuant to Chapter 4117 of the Ohio Revised Code and the SERB rules and regulations.

Section 5

Should the Employer revive the abolished positions of Account Clerk, Behavior Support Specialist, Custodial Aide, Habilitation Coordinator, Licensed Practical Nurse, Truck Driver, Work Procurement Specialist, or Workshop Specialist, those positions shall be considered part of the bargaining unit.

Section 6

Except for operational emergencies, training, where insufficient or qualified bargaining unit employees are not readily available or in short-term circumstances which do not significantly impact bargaining unit rights, non-bargaining unit employees will not perform bargaining unit work. Bargaining unit employees shall not perform non-bargaining unit work, except in operational emergencies as determined by leadership.

Section 7

The Union recognizes the right of the Employer to make changes in job descriptions for reasons such as operational necessity, technological change or for matters of efficiency or economy. Thirty (30) days prior to making any change in a bargaining unit job description, the Employer will notify the Union of its intent in writing. The notice will contain the proposed changes, the reasons for such changes and a sample of the proposed job description. The Union will notify the Employer in writing of its intent to meet, discuss and/or bargain the effects of the changes within ten (10) days of the receipt of the Employer's notice. In the case of an emergency, the Employer may implement such changes with written notice to the Union, and the parties will meet, if requested by the Union, within ten (10) days of the implementation to discuss and/or bargain the effects of the change.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1

It is understood by and between the parties herein that Ohio laws specify that the Board has the responsibility and final authority to make policy decisions and to administer the Education and Adult Services Program and other Board services under its control. Nothing herein shall be construed as delegating that authority or responsibility to any other party.

It is further understood that the Board, the Union, and their representatives, at all levels, are bound to observe the provisions of this Agreement, excluding only those determined to be in violation of law.

Section 2

Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each Public Employer to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 3 UNION REPRESENTATION

Section 1

The Union shall provide the Board with an official roster of its local officers who are authorized to speak on behalf of the bargaining unit employees. This roster shall designate two (2) committee officials to whom any correspondence between the Board and the Union shall be sent. This roster shall be kept current at all times and shall include the following:

- A. Employee's name;
- B. Employee's address;
- C. Employee's home telephone number;
- D. Employee's classification and work location; and

- E. Employee's union office held.

Section 2

Union representatives may use a reasonable amount of time at the end of the workday after adults and students are gone for the day or, in the case of exigent circumstances, at other times as may be necessary in order to conduct Union business which cannot otherwise be taken care of and provided such activities do not interfere with program operations. The use of such time shall not be unreasonably denied. Board vehicles shall not be utilized for travel to conduct Union business except to the extent authorized in advance by the employee's immediate supervisor.

Any Union representative shall cease unauthorized Union activities immediately upon any order by the Supervisor of the area in which the Union activity is being conducted or upon the order of the Union representative's immediate supervisor. Any violation of the rules of this Section shall be dealt with in accordance with Article 16.

Section 3 – Access to Facilities

Access to working areas of the Fairhaven Program may be granted to any Ohio Council 8, AFSCME Officer or Ohio Council 8 Representative as long as there are no interruptions of work normally done by employees, and provided approval is granted by the Employer.

The Union may, upon written request to the Superintendent and upon formal approval, use the Fairhaven facilities to discuss Union matters and hold Union meetings after working hours. Such requests shall not be unreasonably denied, unless it results in a violation of state law or custodial or other coverage is not available.

Section 4 – Union Business

- A. Unpaid Leave

Members, of Local 1992 as designated by the President, may request a leave of absence without pay from their Department Supervisor or Director based upon five (5) workdays advance notice and prior approval. Such leave may be taken in one-half ($\frac{1}{2}$) day or one (1) day increments. Total time shall not exceed an aggregate total of 160 hours in a program year. The granting of such leave shall be subject to the operational needs and staffing requirements of the Department.

- B. Paid Leave

Union officers or other member(s) of the Union as designated by the President shall be allowed an aggregate total up to 80 hours paid per program year, non-cumulative, to conduct Union business. Paid leave requests shall be made in accordance with the notice, approval, and operational considerations of Section 2.

Section 5 – Union Access to Rules, Regulations, and Legislation

The Union may designate one (1) representative to have access to those Rules and Regulations maintained in the Superintendent's office upon advance notice and approval of the Superintendent.

Section 6 – PEOPLE Check-Off

The employer agrees to deduct voluntary contributions to the American Federation of State, County, and Municipal Employee's International Union's Public Employees Organized to Promote Legislative Equality, (PEOPLE) Committee from the pay of an employee, upon receipt from the union of an individual written authorization card, voluntarily executed by the employee. The Union will certify the contribution amount to the Employer. Moneys deducted shall be remitted to the Union within (10) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to:

**AFSCME, AFL-CIO
PO BOX 65334 Washington, D.C. 20035**

The amount of deduction shall be calculated by dividing the total contribution authorized by the employee by twenty-six (26) [number of pay periods] and the resultant quotient shall equal the amount deducted per pay period.

The payment shall be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate and apart from the list of employees who had union dues deducted.

An employee shall have the right to revoke such authorization at any time by giving written notice to the Employer and the Union. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues.

The above procedure shall be used for each employee who submits a signed authorization card unless the procedures of the County Auditor preclude an action in which case the County Auditor's procedures will prevail.

Section 7 – Voluntary Recognition

This Agreement is entered into by the Trumbull County Board of DD and Local 1992, AFSCME, Ohio Council 8, AFL-CIO, to ensure an environment of labor peace at the Employer's premises during the exercise by the Employer's employees of their rights under ORC 4117, the Ohio Public Employees Collective Bargaining Act; and to avoid any picketing or economic action directed against the Employer during any organizing campaign.

The Employer and the Union mutually recognize that Ohio law guarantees workers the right to form, join, or select any labor organization to act as the workers' exclusive bargaining representative for the purpose of collective bargaining with the Employer or to refrain from such activity.

The Employer agrees that it will not take any action, make any statement, hold any meeting or do anything, which will directly or indirectly say or imply that the Employer opposes unionization by its employees. The Union agrees it will not coerce any worker in its efforts to obtain authorization cards. Nor will the Union take any action, make any statement, hold any meeting or do anything, which will directly or indirectly falsely say or imply that the Employer opposes unionization by its employees.

If the Union provides written notice to the Employer of its intent to organize the Employer's employees, the Employer will not interfere with or deny the Union access to its premises.

Within five (5) working days following the receipt of the Union's written notice to organize the Employer's employees, the Employer will furnish the Union with a complete list of all workers in all job classifications in order for the parties to ascertain and agree upon an appropriate bargaining unit. The Employer will designate which workers are full time, part time, supervisory or management employees.

The Union may request recognition as the exclusive bargaining representative for all employees, excluding supervisors and managers. Within five (5) working days after this request, the parties will select an arbitrator who is mutually agreeable to both parties. The arbitrator will be a neutral third party who will conduct a card check of the authorization cards within ten (10) working days of the arbitrator's selection. If the card check shows a majority of the employees has selected or designated the Union as its bargaining representative, the Employer agrees it will not file an objection to any petition for voluntary recognition filed by the Union with the State Employment Relations Board to represent those employees or where appropriate will execute a joint petition for amendment of certification to accrete the employees into the existing bargaining unit.

The parties agree any disputes concerning the application or interpretation of this agreement will be referred to expedited arbitration. The arbitration will convene within ten (10) working days of the dispute. The arbitrator will be the neutral third party selected to conduct the card check. The arbitrator shall have the authority to order the non-compliant party to comply with this agreement.

ARTICLE 4 UNION SECURITY

Section 1

The Board agrees to deduct regular Union membership dues semi-monthly from the pay of any employee eligible for membership in the bargaining unit, upon receiving written authorization signed individually and voluntarily by the employee and submitted to the Chief Fiscal Officer by the employee or Union. Upon receipt of the proper authorization, the Board will deduct Union dues from the payroll check the next pay period in which Union dues are normally deducted, following the pay period in which the authorization is received.

The Union shall certify both annually and as changes occur to the Chief Fiscal Officer the amount of regular Union dues to be deducted in accordance with this Section. Union dues shall be forwarded to the Controller of Ohio Council 8, AFSMCE once a month and no more than fifteen (15) days after the deductions have been made. A list of the names of the members of the bargaining unit who have had Union dues deducted shall be sent with each remittance. Upon request the Employer shall provide to the Union a list of names of employees in the bargaining unit and indicate whether such employees are currently having union dues deducted.

Section 2

Union Membership Revocation/Maintenance of Membership: Employees who are members of the union may resign their union membership at any time by sending written notice to the Union of their desire to resign their union membership. Resignation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Union Due Revocation: Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has resigned union membership, for a period of one (1) year from the date of execution of the dues checkoff authorization and for year to year thereafter,

unless the employee gives the employer and the union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the union upon request.

ARTICLE 5 NO STRIKE/NO LOCKOUT

The parties to this Agreement recognize that the procedures set forth herein shall serve as a means for the peaceful resolution of all disputes which may arise during the term of this Agreement. Therefore, for the life of this Agreement, the parties agree to the following:

- A. That neither the Employer nor its officers or representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.
- B. That neither the Union nor its authorized officers or representatives will authorize, instigate, cause and/or condone any strike, work stoppage or concerted sick leave by bargaining unit members.

The Union shall actively discourage any violation of this Article and O.R.C. 4117.

ARTICLE 6 NON-DISCRIMINATION

Section 1

There shall be no discrimination, interference, or coercion practiced by the Employer or the Union in the application of the terms of this Agreement because of an employee's age, sex, color, creed, national origin, disability, or membership or non-membership in the Union.

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.

ARTICLE 7 SENIORITY

Section 1

For the purposes of this Agreement, there shall be three types of seniority: Total Program Seniority, Bargaining Unit Seniority, and Classification Seniority.

- A. Total Program Seniority shall be defined as an employee's length of continuous service with the Employer, commencing with the first day of employment.
- B. Bargaining Unit Seniority shall be defined as the length of continuous service in any classification within the bargaining unit as defined in this Agreement, commencing with the first day of employment within the bargaining unit.

- C. Classification Seniority shall be defined as an employee's continuous length of service in a specific bargaining unit classification commencing with the first day of employment within that classification. No employee shall hold seniority in more than one classification simultaneously. When an employee promotes or demotes to a different classification, the current classification seniority shall be frozen as of the day of the promotion/demotion. An employee who returns to a former classification shall be credited with the frozen classification seniority previously accrued. An employee who fails to complete a promotional probationary period and is returned to his/her previous classification shall not lose seniority in that previous position.

Section 2

Any separation in service lasting thirty (30) days or less, or any authorized leave of absence, from which the employee returns, shall not constitute a break in service. An employee who separates and is later reinstated from the separation shall not be deemed to have had a break in service except that the time the employee was separated shall not be counted towards the calculation of continuous service. Time spent on vacation, sick leave, disability leave, and other time an employee is on active pay status shall not be construed to be a break in service.

Time spent on lay-off shall not constitute a break in seniority provided the employee is recalled and returns to employment within twenty-four (24) months of the effective date of layoff.

A disability separation shall result in an employee's seniority being "frozen" as of the effective date of the separation. An employee on disability separation shall not accrue seniority for the duration of the separation as outlined in paragraph 1 of this Section 2.

An employee's seniority shall be broken upon resignation, discharge for cause, failure to return from an authorized leave of absence, disability separation, or failure to respond to recall. Service rendered beyond the normal work year shall not be considered towards accumulated seniority. Should a bargaining unit employee accept a position outside of the bargaining unit as defined by this agreement, the employee shall lose one (1) year of bargaining unit seniority for each year they are in a job outside of the unit. For example an employee who was in the bargaining unit for ten (10) years and has been in an exempt position for five (5) years, shall have five (5) years of bargaining unit seniority.

Section 3

If two or more employees have the same length of continuous service, seniority shall be determined in the following manner.

- A. The original date of hire by the Employer.
- B. If this still results in a tie, the date at which the employee submitted a completed job application for full time employment with the Employer, if such date is available for all employees involved in the dispute.
- C. If B above still results in a tie or cannot be used, the issue shall be resolved by a coin toss.
- D. Should a Teacher transfer between Teacher and Developmental Specialist classifications because of a vacancy, lay-off or job abolishment, classification seniority for the purpose of level assignment preference only shall be based upon

an employee's total years as a Teacher with the Employer. (All certification requirements are applicable.)

Section 4

The Employer shall post a roster of employees containing the seniority dates for all types of seniority listed above in each staff lounge, no later than February 1st and again no later than August 1st of each year. Copies of such rosters shall be provided to the Local Union President.

Section 5

Notification of any newly hired, newly promoted, or newly assigned employee shall be provided to the Local Union President.

Once a year, the Employer shall provide the local union president and the Council 8 representative with the names of all members of the bargaining unit. The Employer also shall provide the local union president with the name of each newly hired member of the bargaining unit as that person is hired.

The Employer shall allow the local union president or his/her designee fifteen (15) minutes to meet with each newly hired bargaining unit member during that Employee's intake process to introduce the union and recruit members.

Section 6

For purposes of promotions, shift assignments and transfers, seniority shall be used as one of the criteria to be considered, provided said employee is presently qualified in all respects for said promotion, shift assignment or transfer.

Should there be a reduction in force in the Teacher or Developmental Specialist classifications, a vacancy in the Teacher or Developmental Specialist classifications, or for the purposes of annual assignment preference for a Teacher, classification seniority shall prevail for the affected employees. (All certification requirements are applicable.)

Section 7

For the purpose of this Agreement, different types of seniority may be used for different purposes, e.g.: classification seniority for purposes of layoff and recall within classification; promotional preferences; vacation selection; etc.; bargaining unit seniority for purposes of layoff and recall; tie breakers in dispute involving classification seniority, etc.; total program seniority for purposes of lay-off and recall; tie breakers in dispute involving classification seniority, etc.; total program seniority for purposes of lay-off and recall; tie breakers in dispute involving bargaining unit seniority, vacation accrual.

Section 8

For the sole purpose of lay-off, the current Union President shall have super-seniority, with the following exception. Should an entire classification be subject to lay-off and the then current Union President hold that classification, he or she shall be laid-off, or exercise bumping rights as contained in Article 18 Layoff and Recall.

**ARTICLE 8
POSITION POSTINGS AND VACANCIES**

Should the Employer determine that a vacancy exists in the bargaining unit, the following shall apply:

Section 1

- A. Notice of such vacancy shall be posted on the bulletin boards within each facility for five (5) work days. In addition, the employer shall post vacancies on the Employer's website, shall send an email to bargaining unit employees' Board email address and shall send an alert on the employee alert system. The failure of delivery of such electronic notices shall not be the basis of a grievance.
- B. Employees wishing to be considered for a particular position must express their interest on the Employer's designated form during the posting period.
- C. Employees who are on paid or unpaid leaves, or nine (9) month employees who are on summer break and wish to receive notification of job postings must provide the employer a legal sized, self-addressed stamped envelope for this purpose.
- D. Job descriptions and a table of organization for each facility are available at each building and at the Board Office.

Section 2

The Employer shall award the position based upon the following:

- A. Vacancies shall be filled first from the bargaining unit provided there are qualified applicants who have submitted the required Employer designated form during the posting period.
- B. If there are no qualified employee applicants, the position will be filled from outside the Board.
- C. The position shall be awarded to the employee applicant who is most qualified as determined by the Employer based upon the following criteria:
 - 1. Minimum qualifications based upon the position description;
 - 2. Education, as per the job description;
 - 3. If two or more candidates meet the requirements of 1 through 2, the position will be awarded to the candidate with the most total bargaining unit seniority.
 - 4. Active written reprimands, suspension, or demotions shall disqualify an employee from consideration.

An employee who does not receive a promotion shall, upon request, be notified by the Employer in writing as to the specific reason(s) why.

Section 3 – Probationary Period Limitations

- A. By mutual agreement, newly hired employees may be eligible for promotion during their initial (new hire) probationary period. These employees must apply for promotions during the required posting period.
- B. Employees who are serving a promotional probationary period may not be promoted during such probationary period except if the Employer determines to fill a vacancy and no other qualified non-probationary employees are available. In such event, the Employer shall promote a qualified probationary employee, provided that the employee is satisfactorily performing in the probationary position.
- C. Employees who are promoted according to 3B above and are subsequently returned to their former position must complete the balance of any unfinished promotional probationary period.
- D. Based on operational necessity, an employee promoted under this agreement can only assume the new position when the current position is staffed. The Employer will make every effort to fill all vacancies as soon as is practicable. However, if the Employer is unable to fill a vacant position within thirty (30) calendar days of the vacancy, the Employer will meet with the Union to discuss options. Any employee who cannot assume the new position due to the Employer's inability to fill the vacancy shall accrue classification seniority in the new position from the date of notification of selection. When an employee is delayed in starting the new position for more than thirty (30) days due to the Employer's decision, the employee shall be compensated at the higher hourly rate starting with the thirty-first (31st) day. This provision shall not apply where the delay is due, in whole or in part, to the employee's lack of certification or training.

Section 4

Employees who are promoted to a different classification within the same pay range or who are laterally transferred within the same classification shall be placed upon the same step of the new classification as the current position. Employees who are promoted to a classification in a different pay range shall be placed on the step that will guarantee the employee an increase in compensation.

Employees who are demoted either voluntarily or involuntarily to a different classification or pay range shall be placed at the step of the new classification which results in the least amount of decrease in compensation, however, if the employee is returning to a classification held by the employee in the twenty-four (24) month period prior to the effective date of the demotion, the employee shall be placed at the step the employee last held in the classification.

Section 5

- A. A copy of all position postings shall be sent to the Local Union President.
- B. Once a selection is made, the Employer shall post the name(s) of the successful bidder(s) including the classification(s) and position(s) to which they are promoted. A copy of this posting shall also be sent to the Local Union President.

Section 6 – Definitions

For the purposes of this Agreement, the following terms are defined as:

- A. Promotion: Advancement to a position that generally entails greater responsibilities, more prestige, greater skill, higher pay or several of these factors. Promotion to a higher classification means the base rate (Step 0) of the new classification is higher than the employee's current classification. Promotion within the same pay range means the base rate (Step 0) of the new classification is equal to the employee's current classification.
- B. Temporary Assignment: A change in work assignment within an employee's classification or in a different classification which is of short term or specific duration which does not result in change in an employee's classification.
- C. Demotion: The process of moving an employee to a position lower in rank, or lower in the wage schedule when comparing applicable base rate Step 0.

Section 7 – Retirement and Re-Employment

If, during the life of this Agreement, an employee attains a minimum of thirty (30) years of eligible service, or number of years then necessary by STRS or PERS, verified by either the State Teachers Retirement System or the Public Employee Retirement System, and the employee indicates:

1. A desire to retire; and
2. A desire to continue employment after retirement within the parameters acceptable to PERS/STRS; and
3. The employee will accept continued employment at Step 0 of the then effective salary schedule, then,

The Employer may allow the employee to retire, retain employment status at the then 0 step of the appropriate salary schedule, with no lapse in employment. The employee agrees to abide by PERS/STRS rules and regulations regarding the period PERS/STRS requires the employee to pay (currently two months) into retirement before an annuity begins, and the Employer agrees to comply with PERS/STRS rules on this matter.

Further, any employee opting for this retirement/re-employment understands and agrees that:

1. Severance pay according to the then current agreement/policy sections will occur as if the employee actually retired, and
2. All benefit accruals will begin anew at the beginning of the new employment period as if the employee were a "new hire".

ARTICLE 9 PROBATION PERIODS

Section 1

Each newly hired employee, promoted employee, and employees transferred to a different classification shall serve a probationary period as outlined herein. The probationary period shall begin with the effective date of the appointment or promotion. No appointment or promotion shall be final until the appointee has satisfactorily completed the probationary period. Probationary

removals of new hires shall not be subject to the provisions of the grievance procedure contained herein. If a promoted or transferred employee is found to be unsatisfactory in the new position, he shall be demoted or transferred to the position that he previously occupied, or to a similar position.

For purposes of this Article, a promotion is defined as a change in classification which generally, but not always, results in an increase in pay.

Section 2 – New Hires

The length of new hire probationary periods shall be one hundred eighty (180) regularly scheduled days actually worked for those bargaining unit employees hired into the following classifications:

| | |
|---------------------------------------|---------------------------------|
| Adaptive Physical Education Assistant | Registered Nurse |
| Classroom Assistant | Speech/Language Pathologist |
| Developmental Specialist | Teacher |
| Employment Specialist | Occupational Therapist |
| Physical Therapist | School Floater/Paraprofessional |

All other new hire bargaining unit employees shall serve a probationary period of ninety (90) regularly scheduled days actually worked.

If an employee is discharged with cause or quits and is later re-hired, the employee shall be considered a new employee for purposes of the probationary period, and shall be subject to the provisions herein.

The probationary periods may be extended by mutual agreement of the parties.

Section 3 – Promotional Employees

For the purpose of promotional probationary periods, “regularly scheduled work days” includes vacation, personal days, bereavement leave, holidays, program breaks, and calamity days. Specifically excluded are unpaid leaves, sick leave, Worker’s Compensation and personal injury leave.

The leaves mentioned in the above paragraphs as exclusions shall cause the probationary period to be extended by the number of days an employee is absent while on unpaid leave, sick leave, Workers Compensation, and personal injury leave.

The Superintendent, with a Supervisor’s recommendation and based upon the employee’s performance and evaluations, may waive a portion of an employee’s promotional probationary period.

Section 4

Employees who are promoted may, within thirty (30) calendar days of the promotion, return to their prior position if that position has not been filled (position offer form signed). If the former position has been filled, the employee may execute a written request to return and shall be considered first for the next available position vacancy in the classification.

Section 5

An employee is only required to successfully complete one (1) probationary period in the same classification.

ARTICLE 10 HOURS OF WORK

Section 1

The normal workday shall be those hours listed below for the respective positions in a 24-hour period. Shifts, except as otherwise historically practiced within a department, shall normally be as follows:

- A. The day shift shall be normally scheduled to commence between 6:00 A.M. and 10:00 A.M. inclusive.
- B. The afternoon shift shall be normally scheduled to commence between 1:00 P.M. and 6:00 P.M. inclusive.

If the Employer, except as historically practiced, contemplates a change in the normally scheduled shift, the Employer will provide advance notice and meet with the Union prior to implementation.

Section 2

The normal workday for bargaining unit personnel is as set forth in paragraphs A, B, and C below for the respective positions.

- A. Education Program

| | |
|----------------------------------|-----------------|
| Developmental Specialist | 7 Hours Daily |
| Teacher | 7 Hours Daily |
| Speech/Language Pathologist | 7 Hours Daily |
| Occupational Therapist | 7 Hours Daily |
| Physical Therapist | 7 Hours Daily |
| Adaptive Physical Education Aide | 7 Hours Daily |
| Classroom Assistant | 7 Hours Daily |
| Registered Nurse | 8 Hours Daily |
| Secretary | 8 Hours Daily |
| Cook | 6 ¼ Hours Daily |
| Cook Assistant | 4 ½ Hours Daily |
| Service Coordinator | 7 Hours Daily |
- B. Employment Services

| | |
|-----------------------|------------------------------|
| Employment Specialist | As assigned per job contract |
|-----------------------|------------------------------|
- C. Transportation & Maintenance

| | |
|---|-----------------|
| Bus Aide 2019-2020 | 5 Hours Daily |
| Bus Aide 2020-2021 | 4.5 Hours Daily |
| Bus Aide 2021-2022 | 4 Hours Daily |
| Custodian I, II, | 8 Hours Daily |
| Mechanic | 8 Hours Daily |
| <i>(Subject to call 1 hour prior to & 1 hour after)</i> | |
| Bus Driver 2019-2020 | 6 Hours Daily |
| Bus Driver 2020-2021 | 5.5 Hours Daily |
| Bus Driver 2021-2022 | 5 Hours Daily |

- a. The Employer shall not displace a Bus Driver or Bus Aide by utilizing a Substitute Bus Driver or Bus Aide. Substitutes may be utilized to cover Bus

Driver and Bus Aide absences or to provide supplemental capacity beyond what the scheduled bargaining unit members are able to provide, whether due to staff shortages, call-offs, a lack of volunteers for additional work, a temporary increase in demand or other exigencies.

Section 3 – Lunch

Employees entitled to lunch shall have a paid lunch period of thirty (30) minutes per day.

Section 4 – Breaks

Employees scheduled to work thirty-five (35) hours per week or more shall be scheduled for two (2) paid fifteen minute breaks--one in the A.M. and one in the P.M. Employees scheduled to work thirty-two and one-half (32 ½) hours up to thirty-five (35) hours shall be scheduled for two (2) paid ten (10) minute breaks--one in the A.M. and one in the P.M.; or one (1) twenty (20) minute paid break--one in the A.M. or one in the P.M. (This option shall be as approved by the employee's immediate supervisor. In the school program, the recommendation of the Teacher will be considered.) Excluded from the provisions of this section are Bus Drivers, Bus Aide and Teachers.

Section 5 – Meetings

- A. Attendance at staff meetings called by the Employer outside of an employee's normal working hours shall be mandatory unless an employee is excused by the Employer. Non-exempt employees shall be compensated for attendance at such meetings at the applicable rate of pay or in the form of time off in accordance with the provisions of Article 14 of this Agreement.
- B. Whenever practicable, the Employer will give a forty-eight (48) hour written notice of the time and purpose of a staff meeting and a five (5) calendar day advance notice of any adjustment in work hours on in-service meeting days. This provision shall not apply in unforeseen situations.

Section 6 – Planning Periods

Subject to the needs of the Program, all Teachers in the School Program shall receive one 30 – 40 minute planning period per day.

Section 7

Flexible schedules for FLSA Exempt employees working outside the normal workday will be prepared by the employee and submitted in advance to his or her supervisor. All job duties will be taken into consideration in the development of the schedule.

Section 8

All 9-Month bargaining unit employees will work according to the Board-approved 9-Month program calendar which shall meet the minimum number of instructional hours required by the Ohio Department of Education. Any additional work days outside the Board-approved calendar shall be paid at the employees' then current per-diem rate, or hourly rate if actual time worked is less than a full day. The per-diem rate shall be defined as annual salary divided by Board-approved calendar days of work for the position in question.

Section 9 – IEP Preparation Days

Teachers shall have 2 duty-free days per school year, 1 in the fall and 1 in the spring, in which to prepare IEP's.

ARTICLE 11 STAFF ASSIGNMENTS

Section 1 – Transportation: Bus Drivers and Bus Aides

Ten (10) days prior to the opening of the school year, all bus routes shall be bid. One week prior to bidding the routes with approved identifying information, all as known by the Employer at the time, will be provided for employees to review. All bidding shall be done in descending order of seniority. All routes shall be identified by general information including the area to be covered and the address; the facility at which the route ends; if it is a "double run"; the number of aides assigned to the specific route; the number of individuals in wheelchairs; the number of stops; and the approximate time of the route (with the exception of summer routes). Summer routes will be made available approximately two (2) weeks prior to the start of the summer school session. No names of individuals on the routes shall be used in the identification of the route.

A bus aide will be assigned to any bus transporting an individual in a wheelchair unless all available personnel resources have been exhausted.

Summer routes for children shall be filled on the basis of seniority of those nine-month employees indicating interest in such additional work. Those nine-month employees committing to these routes for the entire time period shall be compensated at their regular hourly rate of pay for the duration of the assignment.

Nine-month employees shall not be permitted to use their sick leave or personal days to cover absences during this period (i.e. no work – no pay). The Employer will make the information concerning the number of nine-month employees needed for summer route assignments by the end of the school year. The Employer reserves the right of assignment of these summer routes and no route bidding shall occur for these additional assignments. Summer routes not voluntarily filled by bidding in descending order of seniority shall be assigned on a rotating basis in inverse order of seniority for the entire period. Compensation for summer assignments shall be at the employee's regular rate.

The results of all such bidding and assignments shall be posted on the bulletin board in the transportation lounge. In the event of a vacancy during the course of an assignment year, the newly hired employee who fills the classification vacancy, shall drive such vacant route for the remainder of the assignment year.

When bargaining unit work is required during the summer break and the need is known at least one (1) week in advance, the Employer shall post the opportunities pursuant to Article 8, Section 1 and award the work to the most senior employee. The Employer shall not be required to post de minimus work or work assigned to bargaining unit employees already on duty.

Section 2 – Cafeteria

Should the Board, in its sole discretion offer an extended program in the Fairhaven School requiring cafeteria staffing, leadership reserves the right to assign nine-month current cafeteria

employees to that assignment in order of reverse seniority, if none first voluntarily accept the extra work. Pay is the then current hourly rate times hours worked. No vacation time will accrue.

Section 3 – School Program

Classroom Teachers and Classroom Assistants shall fill out an annual preference for assignments. These preferences will include pre-school, primary, intermediate, and secondary age levels in the multi handicapped special educational category, although all levels may not be available for any particular year, as well as Transition Coordinator, IEP Review Team member and Resident Educator Summative Assessment (“RESA”) mentor.

Staff shall rank their choices by order of most preferred to least preferred. Staff preferences must be submitted by April 1st to the employer and the employer shall notify employees of their tentative assignment and post a listing of such by May 1st of each year. Employees with an interest in being assigned to an off-campus site or being a floater may so indicate on the preference form.

Although pre-school Teachers will submit a preference, pre-school Teachers shall maintain assignments on a continuing basis. Preferences will only be used if a vacancy in school-age occurs and a pre-school Teacher wishes to submit his/her name for consideration or for job abolishment or lay-off.

For all annual assignments, staff shall be assigned based on classification seniority. For teachers, classification seniority shall be based on total years as a teacher with the agency.

The Employer retains the right to determine all individual classroom assignments within each age level and to determine work site assignments for secondary level assignments.

Any vacancy that occurs between May 1st and the start of school will be filled according to preferences submitted by staff. The Employer, as needed, shall assign staff who have not submitted a list of preferences. If staff assignments are made other than as provided hereto, the employee shall have the right to challenge the assignment through grievance procedure.

If elimination of class, either in pre-school or school-age occurs, as long as the total number of classes (school-age and pre-school) remains the same, it will be considered a lateral transfer not a lay-off. The transfer will be done according to classification seniority, which for Teachers is total number of years as a teacher with the agency.

ARTICLE 12 STAFF CERTIFICATION AND LICENSING

Section 1

All employees employed by the Employer whose classification requires certification or licensure shall maintain all requirements established by the appropriate State Department, licensing entity, and/or the Board.

Section 2

Employees failing to show evidence of successful completion of annual certification requirements within their classification shall be relieved of their current classifications, duties, responsibilities, and salary. If a vacancy exists in another bargaining unit position for which the

employee is qualified, the employee may request a voluntary demotion to such position at that rate of pay.

Section 3

Absent extenuating circumstances, employees are required to maintain annual training requirements, as set by the Board. This includes mandatory attendance on scheduled in-service days to receive training on Positive Behavior Support strategies or other training as required by the employer. Failure to do so will result in progressive disciplinary actions. No vacation or personal time will be approved on the scheduled mandatory in-service days.

Section 4

All employees are required to complete a criminal background check prior to employment and periodically as required by the Ohio Department of Developmental Disabilities and/or the Ohio Department of Education, or Board policy. All employees with the exception of Bus Aide, Bus Driver, Classroom Assistant, Cook, and Cook Assistant are required to pay the entire cost of the required background check.

ARTICLE 13 OVERTIME

Section 1

Overtime shall apply to FLSA non-exempt employees only. Overtime shall be defined as all hours actually worked in excess of forty (40) hours per week. Overtime will be compensated only when the Administrator grants prior approval. Overtime shall be compensated either in the form of compensatory time off or pay at one and one-half (1½) times the regular rate of pay, at the discretion of employee. Such compensatory time is to be taken within the month in which it was earned, if practicable and shall be subject to the prior approval of the Employer. Compensatory time that is not taken within the applicable pay period shall be paid. Time off may be either in the form of flexible work hours within the same month worked on an hour for hour basis or compensatory time at time and one-half (1½) the overtime hours worked.

Section 2

For the purposes of clarification, staff meetings are not to be considered overtime for exempt employees. In-service training shall not be considered overtime for exempt employees, and only those hours actually in training, exclusive of time allotted for meal periods, shall be considered as hours worked for non-exempt employees (a listing of exempt employees is set forth in Article 14, Section 4).

Section 3

A non-exempt employee may be required by the Employer to work in excess of his normally scheduled work week and shall receive compensation at the straight time rate of pay for all hours worked up to and including forty (40) hours per week, or receive flexible work hours.

Section 4 – Classifications Exempt from Overtime:

- Teacher
- Speech/Language Pathologist
- Occupational Therapists
- Physical Therapists
- Registered Nurse

**ARTICLE 14
WORKING OUT OF CLASSIFICATION**

Section 1

When an employee is temporarily assigned or required by his/her immediate supervisor to perform the work of a higher classification and the employee is performing the essential (not incidental) duties and responsibilities of that classification, the employee will be compensated at the higher hourly rate of pay for all hours worked in the higher classification for that day.

Section 2

When an employee is temporarily required to perform the work of a lower classification, the employee will be compensated at the employee's regular hourly rate of pay for all hours worked in the lower classification for that day.

Section 3

Bargaining unit staff working above their respective classification in the nursing department shall be compensated at the rate of twenty dollars (\$20.00) per hour as long as they present an LPN license.

**ARTICLE 15
CALAMITY DAYS**

Section 1

The following procedures will be followed in the event a "calamity day" is called due to adverse weather conditions and/or other emergency conditions as, deemed by the Employer. A calamity day may involve a "total program" closing or a "partial program" closing.

- A. The Employer will allow 5 calamity days per program year (September 1 – August 31). Beginning with calamity day 6, missed school days will be added at the end of the current school year during which the calamity day was taken. Dependent on additional hazardous weather conditions and/or other calamity, the Employer retains the latitude to grant additional calamity days while still meeting the statutory requirements for a minimum school year, as set forth in Ohio Revised Code Section 3313.48. The Board shall not be required to compensate 9-month employees for days made up in accordance with the above stated provision or in order for the Employer to comply with the state mandated minimum school year;
- B. All announcements concerning school and/or workshop closings will be made as early as possible in the morning on local radio and TV stations, as well as the employer's emergency notification system (usually by 6:00 a.m.).
- C. Any employee required to report to work even though a "calamity day" (closing) has been called shall be paid at a rate of time and one-half (1½) the employee's regular rate of pay for all hours actually worked and the remainder of the normal work day shall be paid at the regular rate of pay. Employees will not be compensated for arriving earlier than one half (1/2) hour prior to the start of their shift.

- D. In the event of a partial program closing once a workday has commenced, employees shall remain at work until all students and adults have left the building the employee is working.
- E. After the fifth calamity day is used, twelve month employees shall have the option to use vacation or personal days for any additional calamity days. If an employee elects to not use vacation or personal days, more than one (1) unpaid day will be taken over multiple pay periods.
- F. Bus routes will continue to operate until such time as a calamity day is called for the total program or unless otherwise instructed by the Superintendent. Bus drivers may use their discretion as to whether or not to travel specific roads which they may deem impassable beyond the normal hazards inherent in the job. Drivers must advise their supervisor of the pick-ups or stops missed immediately via radio or alternate means and must be able to substantiate the reasons for it.
- G. Any employee on any approved paid leave (personal, sick, vacation) will not be charged against their leave balance for a calamity day, or any increment thereof, but shall be instead credited with a Calamity Day.

ARTICLE 16 DISCIPLINE AND DISCHARGE

Section 1

Disciplinary action for issues other than those related to an employee's attendance may be initiated only for just cause. Disciplinary procedures for attendance matters are addressed in accordance with the attendance policy. Investigation phase of disciplinary action shall be initiated no later than 30 days after the Employer has knowledge of the incident. Disciplinary action may include any of the following:

- A. Instruction and Cautioning – Non-disciplinary counseling not to be placed in employee personnel file; however, employee must acknowledge receipt in writing and said acknowledgment shall be placed in employee's personnel file.
- B. Oral Reprimand – No suspension or penalty of any kind; however, a written notation of the date, time, and nature of the violation will be made.
- C. Written Reprimand – Notice to be given in writing stating reasons for the reprimand and a copy provided to the employee.
- D. Suspension – Notice to be given in writing stating the reasons for the suspension, effective date of the suspension, and a copy to be provided to the employee.
- E. Involuntary Demotion – Notice to be given in writing stating the charges to the employee and the effective date of the employee's re-assignment to the new position.
- F. Discharge – Notice to be given in writing stating the charges to the employee and the effective date of the employee's removal from employment. A copy of the disciplinary action will be provided to the employee, Union President and Grievance Chairperson.

Section 2

All records of disciplinary actions shall cease to have any force and effect in accordance with the following schedule, provided there are no related intervening disciplinary actions within the established time frames:

- A. Instruction and cautioning after 6 months
- B. Written reprimand after 6 months
- C. Disciplinary actions up to and including a three (3) day suspension..... after 12 months
- D. Disciplinary actions greater than a three (3) day suspension including involuntary demotion after 18 months

Section 3

A copy of any disciplinary action issued under Section 1 of this Article shall be forwarded to the Grievance Chairperson and a copy placed in the employee's personnel file.

Section 4

Before any disciplinary action which may result in suspension or termination is imposed on any employee, the Superintendent or his/her designee shall schedule a due process hearing. The affected employee, the local Union President and the Grievance Chairperson shall be notified in writing at least two (2) days in advance, of the date, time and place of the hearing, and the notice shall also contain a general statement of the charges against the employee. A hearing officer who is unrelated to the charge(s) against the employee and who is not in a direct line of supervision of the employee shall conduct the hearing. The role of the hearing officer shall be that of a fact finder and he/she shall only make a determination as to whether or not the conduct did occur. The employee and/or his union representative shall be afforded an opportunity to respond to the charges and shall have the right to confront, cross-examine and/or question any witnesses. The hearing officer shall submit his determination to the Superintendent and Union President within twenty (20) calendar days of the close of the hearing, except for extenuating circumstances by mutual agreement. The Superintendent shall render his decision within twenty (20) calendar days of receipt of the hearing officer's report, except for extenuating circumstances by mutual agreement. The Union and Employer shall receive copies of all documentation and evidence related to the charges (with the exception of incident reports concerning individuals served) 48 hours prior to the initiation of the due process hearing.

Section 5

The Staff Representative of AFSCME, Ohio Council 8, or designee may be present as a non-participant observer during any investigation that involves the questioning by the Employer of an employee who is, or may be, charged with an offense which may result in the employee's suspension or termination.

ARTICLE 17 LAY-OFF AND RECALL

Section 1

Whenever the Board determines it is necessary to reduce the work force, the following procedures shall apply:

- A. The Employer shall determine the number of employees and the classifications to be affected by the lay-off.
- B. Employees in the classifications affected shall be placed on a seniority list by classification in descending order of bargaining unit seniority. Employees with the least bargaining unit seniority shall be laid off first.
- C. An employee who is laid off may bump an employee with the least bargaining unit seniority in any classification, provided the employee is presently qualified to perform the duties of the classification as determined by the Employer, and provided the employee possesses or is qualified to obtain the license and/or certification necessary for the classification based on the employees experience, skills, work history, training or education at the time of layoff.

Qualified to perform the duties shall mean that the employee possesses the knowledge, skill, ability, and qualifications to perform the work with no more than one (1) weeks training.

Section 2

The Employer shall notify the affected employees in writing, by hand delivery or by certified mail to the last address on file in the Human Resources Department, as soon as practicable but no less than thirty (30) calendar days in advance of initial lay-off notifications and no less than fourteen (14) calendar days in advance of any lay-off subsequent layoff as a result of the initial notification and will also notify the Union of the bargaining unit employees who will be affected by the lay-off.

Section 3

An employee receiving a notice of lay-off shall have five (5) workdays following receipt in which to exercise a right to bump. The employee must notify the Employer in writing of his or her intent to bump. An employee who is bumped from a position shall have five (5) work days in which to exercise a right to bump in a similar manner.

Section 4

Employees shall retain recall rights to their position for a period of twenty-four (24) months from the date of lay-off.

Section 5

Recalls from lay-off will be in the inverse order of lay-off (last laid off, first recalled) within the respective classifications. An employee who is laid off may request to be placed on a recall list for another classification provided the employee is presently qualified to perform the duties of the classification, and provided the employee is able to obtain the necessary license and/or certification within the applicable required time period.

Section 6

In the case of a recall, the Employer shall provide notice of recall, by certified mail, sent to the last address on file in the business office for the employee. Such notice shall include the date and time for the employee to return to work, which shall not be less than fourteen (14) calendar days after the date the notice is sent. If the employee does not report for work at such time or make other arrangements approved by the Employer when the employee is being recalled to his/her former classification, the employee shall not retain further rights to recall. It is the responsibility of each employee to keep the Employer informed of the employee's current address.

Section 7

In the event of a lay-off in the Teacher (school-age) classification that results in the bumping of a Teacher (pre-school), the bumping rights will be offered first to the Teacher (school-age) with the most classification seniority holding the required certification for the Teacher (pre-school) position.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1 – Grievance Policy

The Employer recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be made available to any bargaining unit employee who may have a grievance.

No reprisals shall be taken against any bargaining unit employee for filing a grievance in good faith or for participating in the grievance procedure. No reprisals will be taken by the Union against any leadership member for responding in good faith to any grievance.

In accordance with Ohio Revised Code Section 4117.09(B)(1), this Article shall be the sole and exclusive method of appealing and resolving grievances concerning this Agreement.

Section 2 – Grievance Defined

The term "grievance" shall mean an allegation by a bargaining unit employee(s) or the Union that there has been a violation, breach, misinterpretation, or improper application of a specific provision of this Agreement.

The Terms "grievant" or "grievants" mean an employee or group of employees who are members of the bargaining unit covered by this Agreement and who timely initiate a grievance. Where a group of employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall sign the grievance.

The term "immediate supervisor" means the person to whom and employee is directly responsible.

When filing a grievance, the grievant or the Union shall the specific articles of this Agreement that are alleged to be violated, breached, misinterpreted, or improperly applied.

The grievance procedure shall not be used to effect changes in the Articles of this Agreement agreed upon by the parties as a result of collective bargaining negotiations.

Section 3 – Procedures

All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step. In responding to written grievances, the Employer will identify and attach, if feasible and/or reasonably available, a copy of appropriate rules and regulations.

The Union shall be the sole and exclusive representative of employees under the grievance procedures of this Article; however, nothing herein abridges an employee's rights under O.R.C. Chapter 4117.

In any grievance meeting or hearing, the grievant has the right to have a Union representative present. However, when the grievant elects to decline Union representation any disposition of the grievance shall be non-precedent setting unless the Union otherwise agrees in writing.

The grievant or the Union may withdraw a grievance by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. The withdrawal of a grievance shall not set a precedent in regards to any future grievances.

The Union may advance any grievance not answered by the Employer within the stipulated time limits to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual written agreement of the parties.

All written grievances must contain the following information to be considered and must be filed using the grievance form mutually adopted by the Employer and the Union:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance was filed in writing;
- E. Name of supervisor with whom grievance was discussed;
- F. Date and time grievance occurred;
- G. Where grievance occurred;
- H. Description of incident giving rise to the grievance;
- I. Articles and sections of the Agreement violated; and
- J. Remedy requested.

Grievances lacking required information may be corrected within five (5) days after the Employer so notifies the grievant.

Written grievances and appeals shall be deemed received by the Employer one (1) day after the date actually submitted.

The union shall have the right to initiate and file a class action grievance which immediately and adversely affects a substantial group of employees that will only require the signature of either the President or Vice President, by filing such grievance at Step 1 of the Grievance Procedure. One grievant shall be selected by the Union to represent the class in any meeting with management. One representative of the class may be present for any arbitration of a class action grievance, however, this shall not limit the right of the parties to call as many witnesses as they deem appropriate.

Section 4 – Steps of Grievance Procedure

A. Informal Step

In order for an alleged grievance to receive consideration, it must be processed through a verbal discussion between the grievant, a Union representative, and the grievant's immediate supervisor within either fifteen (15) working days of the occurrence itself or when the grievant should have known of the occurrence of the situation giving rise to the grievance as a preliminary step prior to pursuing the formal steps of the grievance procedure. The grievant or Union representative must advise the grievant's immediate supervisor that such discussion is pursuant to this informal step of the grievance procedure. The immediate supervisor shall investigate the matter and provide a verbal answer to the grievant and Union representative within ten (10) working days of the informal discussion.

At the completion of the information step the supervisor will sign the Grievance Form that may be submitted in Step 1.

B. Step 1

If the grievant and the immediate supervisor are unable to resolve the alleged grievance at the Informal Step within the time limits established herein for filing a written grievance or the immediate supervisor has failed to respond within ten (10) working days after discussing the grievance with the grievant, the Union may process the grievance to Step 1 of the procedure. The Union must present the grievance to the Superintendent or his/her designee (who has the authority to resolve the grievance) in writing within ten (10) working days after the conclusion of the Informal Step. Within ten (10) working days following receipt of the written grievance, the Superintendent or his/her designee shall conduct a grievance meeting. The grievant, the Local Union President, and the Grievance Chairperson shall be notified of the time, place, and date of the grievance meeting and the grievant shall be permitted to have a Union Representative present.

The Superintendent or his/her designee shall issue a decision to the written grievance within ten (10) working days after the conclusion of grievance meeting. The decision and the reasons for the action shall be in writing and copies sent to the grievant, the Local Union President, and the Grievance Chairperson.

C. Step 2: Mediation

Within ten (10) working days after the Superintendent or his/her designee has issued the Step 1 decision, or at any time prior to the arbitration of a grievance, the Union may notify the Employer that it would like to mediate the grievance with a

mediator obtained from the Federal Mediation and Conciliation Service or the Ohio State Employment Relations Board. Within ten (10) working days of the receipt of this notice, the Employer shall notify the Union whether it agrees to mediate the grievance. Grievances may be submitted to mediation only upon mutual agreement of both parties. If the parties agree to mediate the grievance, then such agreement extends the Union's deadline for notifying the Employer of its intent to arbitrate a grievance until thirty (30) working days after the conclusion of the mediation, or, if notice of intent to arbitrate has already been given to the Employer, the pending arbitration shall be placed on hold, until the mediation process is concluded.

If the parties fail to resolve the grievance in mediation, then neither party may refer in arbitration to any compromise offer, statement, or other communication made in mediation.

D. Step 3: Arbitration

If the grievance is not satisfactorily resolved following the decision of the Superintendent or his/her designee at Step 1, the Union may submit the grievance to Final and Binding Arbitration in accordance with the following procedure:

- a. Within thirty (30) working days of the receipt of the written decision at Step 1 of the grievance procedure, the Union may notify the Employer of its intent to arbitrate the grievance, which means that the Union has all necessary approval or authority to proceed. In the event the Union does not notify the Employer of its intent to arbitrate the grievance within thirty (30) working days of the receipt of the decision at Step 1 of the grievance procedure, the grievance shall be considered resolved based upon the Step 1 decision.
- b. Within five (5) working days of the notice of its intent to arbitrate a grievance, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Arbitrators shall be members of the National Academy of Arbitrators. Arbitrators shall have an Ohio office or shall be in the Metropolitan area as defined by FMCS, meaning the arbitrator has an office within a 125 mile radius of the Employer's Administration office. Upon receipt of said list, the Union shall forward the list of arbitrators to the Employer.
- c. The Superintendent or his/her designee and the representative of the Union shall confer within fifteen (15) working days following the receipt of the list of arbitrators to select an arbitrator.

The parties will select an arbitrator by using the "alternate strike" method of selection. The Union shall first strike any unacceptable name from the list, and then the Board shall strike and the process will continue until one name remains and that arbitrator will be selected to hear the dispute. Each party shall have the ability to reject one (1) list in its entirety. In this event, the party rejecting the list shall within five (5) working days of the rejections, request an alternate list from FMCS. In no case will more than three (3) lists be requested unless the third list is rejected by both parties.

The arbitration shall be conducted pursuant to the rules and procedures of the Federal Mediation and Conciliation Service. Absent extenuating

circumstances or agreement of the parties, the arbitrator shall hold the arbitration within thirty (30) working days of his/her selection. The arbitrator's decision will be issued in writing not more than thirty (30) working days from the close of the arbitration hearing or the filing of post-hearing briefs, unless the time period is mutually extended by the parties. The fees and expenses of the arbitrator shall be borne by the losing party.

The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of those specific Articles and/or sections of this Agreement in question. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration by the parties and shall have no authority to determine any other issues not submitted to him/her or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue or issues in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, subtract from, or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall be without authority to recommend any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous agreement, grievance, or practices.

Section 5 – Remedies, Limitations and Costs

Except in the instance where the Employer has established a new classification, the arbitrator shall not establish any rates additional to the wage rates already negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of monetary award, the arbitrator shall limit any retroactive settlement to the date of the grievance was presented to the Employer at Step 1 of the grievance procedure.

The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. The cost for obtaining the list of arbitrators shall be borne by the Union. Any party rejecting a list entirely shall bear the cost of obtaining a new list. All costs directly related to the service of the Arbitrator shall be borne by the losing party. If the Arbitrator charges any type of fee, however characterized, for cancellation of an arbitrator, the party that initiated the cancellation shall pay such fee, unless the parties reached a settlement of the grievance, in which case the parties shall split the fee equally.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of a court reporter shall be paid by the party asking for one, such fees shall be split equally if both parties desire a recording or transcript.

Section 6 – Union Representation Activities and Work Obligations

Employee representatives, witnesses, and the grievant shall lose no straight time pay as a result of the arbitration proceeding.

Officers and Stewards of Local 1992 shall restrict their investigation and writing of grievances in accordance with Article 3, Section 2. Union Representative(s) shall suffer no loss in

regular pay while attending any grievance meetings which shall be scheduled during working hours, provided the meeting does not interfere with the normal daily operations of the Employer.

A representative of Ohio Council 8 may discuss and investigate any grievance at any time, without interruption of the daily operation of the Employer's programs, provided the employee(s) involved are either in non-work time as defined in this Agreement or within the timeframe described in Article 3, Section 2.

The parties agree that in all cases involving grievances, there shall in no way be any interference or interruptions of the regular normal daily operation of the Employer relative to students, adults, and/or staff.

Failure of an employee to perform his/her regular duties during the processing of a grievance shall result in suspension without pay and/or termination.

ARTICLE 19 SICK LEAVE

Section 1 – General Provisions

Sick leave benefits with pay shall be provided in accordance with the following provisions:

- A. Sick Leave Credit – Sick leave credit shall be earned using a formula that provides fifteen (15) days of sick leave per year. Sick leave may accumulate from year to year without limit. A “day” is defined as the number of hours in an employee's normal workday.
- B. Retention of Sick Leave – Sick leave previously credited to employees prior to the effective date of this Agreement, which has not been used, shall remain a part of their accumulated sick leave balance.
- C. Expiration of Sick Leave – If illness or disability continues beyond the time covered by earned sick leave, the employee will be required to use accumulated vacation and any other accumulated paid leave before being granted a leave of absence without pay or a disability leave, in accordance with Article 26 of this Agreement.
- D. Charging of Sick Leave – Sick leave shall be charged in minimum units of one quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which the employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.
- E. Evidence Required for Sick Leave Usage – The Employer requires all employees to submit the designated “Request for Leave Form” whenever sick leave is utilized by the employee before sick leave will be paid to the employee. The Employer may also require an employee to furnish a satisfactorily written, signed statement to justify the use of sick leave. If professional medical attention is required by the employee or member of the employee's immediate family, a certificate, from a licensed physician, stating the nature of the condition may be required by the Employer to justify the use of sick leave. For all instances of sick leave exceeding seven (7) consecutive calendar days, a physician's statement shall be provided to the Employer prior to the employee's return to work without restrictions. If an employee fails to provide a return to work release prior to his return, the employee shall be sent home without pay, until the statement is provided. After being sent

home, continued failure to provide a physician's statement for two (2) or more consecutive working days may result in disciplinary action and/or forfeiture of sick pay for the leave in question. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action, which may include dismissal.

F. Notification of Family Medical Leave (FMLA)

1. If the need for FMLA leave is foreseeable, an employee must make the request thirty (30) calendar days prior to the commencement of the leave, when practicable. The employee must submit a Request for Leave Form to his/her immediate supervisor, who will advise Human Resources. The employee will receive an "Employer Response to Employee Request for Family or Medical Leave" within two (2) business days after Human Resources receiving the employee's leave request. This response will contain information regarding the employee's rights and responsibilities under FMLA. The employee will be required to complete all requested information, including medical certification, in order to designate the leave as FMLA. The employee will have fifteen (15) work days to return the requested information to Human Resources. The employee may either mail the information or deliver it to Human Resources in the Board Office. Failure to provide the requested information may result in the delay of the requested leave.
2. If the need for FMLA leave is unforeseeable or unexpected the employee is required to provide sufficient information so that the Employer will be able to determine whether the leave is a qualifying event under FMLA as part of the call-off procedure (see Art. 20, Section G (1)). This information must include name; position; department; expected date of return; and reason for the use of sick leave. If the information is sufficient the employee will receive an "Employer Response to Employee Request for Family or Medical Leave" within 2 business days.
3. If the information is insufficient, the Employer will automatically send the "Employer Response to Employee Request for Family or Medical Leave" to the employee on the fifth (5th) consecutive calendar day of absence to determine whether the leave is a qualifying event.
4. The response will contain information regarding the employee's rights and responsibilities under FMLA. The employee will be required to complete all requested information, including medical certification, in order to designate the leave as FMLA. The employee will have fifteen (15) work days to return the requested information to Human Resources. The employee may either mail the information or deliver it to Human Resources in the Board Office. Failure to provide the requested information may result in the delay of the continuation of FMLA leave.
5. If the employee is not eligible for FMLA or the leave is not designated as FMLA, the employee will be on sick leave and must comply with the provisions of Article 20, SICK LEAVE.
6. Prior to returning to work from FMLA, a "Fitness-for-Duty" (return to work) statement, without restrictions, from the employee's physician, shall be provided to the employee's immediate supervisor, who will forward it to

Human Resources. This statement must be presented prior to the employee's return to work. If an employee fails to provide a return to work release prior to his return, the employee shall be sent home without pay, until the statement is provided. After being sent home, continued failure to provide a physician's statement for two (2) or more consecutive working days may result in disciplinary action and/or forfeiture of sick pay for the leave in question.

G. Notification of Absence and Return to Work

1. When an Employee is incapacitated and is unable to report to work, he/she or a member of the employee's immediate family shall follow the prescribed departmental rules and regulations on notification of absence and return to work specific to their department (e.g.: Transportation Department, Maintenance Department) on the morning he/she will be absent or late absent a bona fide emergency or justifiable extenuating circumstances. Employees reporting off must provide the following information: name; expected date of return; and reason for the absence, or late start. If the employee is not personally reporting, the name of the individual making the call must be included in addition to the information above.
2. Except in cases of Family Medical Leave (FMLA) under (F) above, all staff members, who are on sick leave on a day to day basis are responsible for reporting off following their department process on the first day of such absence and each succeeding day of absence. After the first call off, employees may and are encouraged to report off by 3:00 p.m. of each day prior to an anticipated day of absence in order for the Employer to address staffing needs for the next day.
3. All staff members shall file the appropriate Application for Leave Form with their immediate supervisor upon the day they return to work.
4. When an employee does not have sufficient sick leave to cover his/her absence, any and all vacation or personal time will be utilized to cover the absence. Only after all accrued leave has been exhausted will leave without pay status be considered for the employee. Leave without pay must be requested prior to the occurrence and can only be authorized by the Superintendent.
5. If the employee is unable to leave a voice message, as required by their department, the employee is responsible for personally notifying their immediate supervisor or other responsible party of the absence or return to work.

Section 2 – Use of Sick Leave

- A. Uses –With the approval of an employee's supervisor and the Superintendent, sick leave may be used by the employee only for the following reasons:
1. Illness, injury, or pregnancy-related medical condition.
 2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner.
4. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
5. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate practitioner, where the employee's presence is reasonably necessary.

(Definition of immediate family for other than bereavement in sub-section 4 above includes: Spouse, Mother, Father, Son, Daughter, Grandparent, Grandchild, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Sister, Brother, Sister-in-law, Brother-in-law, and a legal Guardian or loco parentis (person standing in place of parent). For the purposes of this Article 20, "en loco parentis" and "Legal Guardian" is defined as an adult with the legal authority and who without monetary compensation acts as the parent of a minor child who is living in the same household.)

Section 3 – Abuse of Sick Leave

An employee who fails to comply with this Article shall not be allowed to use sick leave for time absent from work under such non-compliance. Application for use of sick leave with the intent to defraud shall be grounds for disciplinary action, which may include dismissal.

The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges, such as excessive use of sick leave, demonstrating a pattern of abuse, etc.

Section 4 – Physician Examination

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

The Employer may also require an employee prior to returning to work take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of his position. If found not capable, the employee may request to be examined by a licensed physician mutually agreeable to the Employer and employee. Said examination shall be limited to the employee's specific condition, which rendered the employee incapable of performing the duties of his position. If still found not capable, the employee shall be placed on sick leave or disability leave. If found to be capable, the employee shall return to work and suffer no loss of sick leave or pay as a result of this Section. If the employee is found capable to return to work with specific restrictions, the Employer agrees to make accommodations, if reasonable and affordable and result in the employee being capable to perform the duties of his position. The Employer shall pay the cost of the examination requested by the Employer. The cost of the examination requested by the employee and mutually selected by the Employer and employee shall be equally shared.

Section 5 – Retirement Sick Leave Conversion

An employee may elect, at the time of PERS/STRS retirement from active service with the TCBDD.

1.

- A. If at least one-half ($\frac{1}{2}$) of an employee's total public service time has been with Trumbull County Board of Developmental Disabilities (TCBDD), Board Employees may elect, at the time of retirement, and with five (5), but less than ten (10) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 25% of the value of their accrued but unused sick leave credit.
- B. If at least one-half ($\frac{1}{2}$) of an employee's total public service time has been with TCBDD, Board employees may elect, at the time of retirement, and with ten (10), but less than fifteen (15) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 40% of the value of their accrued but unused sick leave credit.
- C. If at least one-half ($\frac{1}{2}$) of an employee's total public service time has been with TCBDD, Board employees may elect, at the time of retirement, and with fifteen (15), but less than twenty (20) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 60% of the value of their accrued but unused sick leave credit.
- D. If at least one-half ($\frac{1}{2}$) of an employee's total public service time has been with TCBDD, Board employees may elect, at the time of retirement, and with 20 but less than 25 years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 80% of the value of their accrued but unused sick leave credit.
- E. If at least one-half ($\frac{1}{2}$) of an employee's total public service time has been with TCBDD, Board employees may elect, at the time of retirement, and with 25 or more years of service with the State, any political subdivision or any combination thereof, to be paid in cash 100% of the value of their accrued but unused sick leave credit.
- F. Sick leave payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.
- G. If any employee of the Board dies while in active pay status, all accrued sick leave due his or her credit shall be paid to the estate of the deceased.
- H. Eligible Board employees retiring from active public service must request such payment in writing to the Human Resource Office in order to initiate the payment process.
- I. Payment is currently required to be made on the employee's last pay after the effective date of retirement in accordance with the County Auditor's procedures. Should the County Auditor's procedures change, leadership will formally notify the Union of the change.
- J. Experience credit for sick leave conversion does not accrue for the period of time when a staff member is in a non-pay status, except normal seasonal breaks to service.

- K. A full year of credit for sick leave conversion purposes will be granted to employees for each year that they work and do not have leaves of absences totaling more than one month of service. Seasonal breaks in service will not be deducted from service time. No more than one (1) year of credit will be granted for any twelve (12) month period.

2. Sick Leave Conversion

- A. If at least five (5) years of their total public service time has been with TCBDD, Board employee may elect, in November of each year, and with five (5), but less than ten (10) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 25% of the value of up to one-third (1/3) of their accrued but unused sick leave benefit.
- B. If at least one-half (½) of their total public service time has been with TCBDD, Board employees may elect, in November of each year, and with ten (10), but less than fifteen (15) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 40% of the value of up to one-third (1/3) of their accrued but unused sick leave credit.
- C. If at least one-half (½) of their total public service time has been with TCBDD, Board employees may elect, in November of each year, and with fifteen (15), but less than twenty (20) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 60% of the value of up to one-third (1/3) of their accrued but unused sick leave credit.
- D. If at least one-half (½) of their total public service time has been with TCBDD, Board employees may elect, in November of each year, and with twenty (20), but less than twenty-five (25) years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 80% of the value of up to one-third (1/3) of their accrued but unused sick leave.
- E. If at least one-half (½) of their total public service time has been with TCBDD, Board employees may elect, in November of each year, and with twenty-five (25) or more years of service with the State, any political subdivision or any combination thereof, to be paid in cash for 100% of the value of up to one-third (1/3) of their accrued but unused sick leave credit.
- F. Sick leave payment shall be based on the employee's rate of pay at the time of request and eliminates all sick leave credit for which they are being paid.
- G. Eligible Board employees must request such payment in writing to the Superintendent in order to initiate the payment process. This can only be requested in the month of November, and payment will be made within the next ninety (90) days.

Section 6 – Attendance Incentive

Employees shall receive the following benefits based upon the program year of September 1 through August 31 of the following year as an incentive to bargaining unit employees to refrain from using sick leave benefits unnecessarily:

| 12-Month Employees | | 9-Month Employees | |
|--|-----------|--|-----------|
| Days of Quarterly Sick Leave Usage | Incentive | Days of Quarterly Sick Leave Usage | Incentive |
| Up to and including one day OR 5 days of Workers Compensation Benefits | \$125 | Up to and including one day OR 5 days of Workers Compensation Benefits | \$125 |

The incentive benefits under this provision shall be paid quarterly.

Section 7

Classroom Assistants (Early Intervention) and Registered Nurses assigned to extra summer work are entitled to use their personal days and two (2) days of sick leave during the summer period of employment. These employees are not subject to the attendance policy nor shall they be entitled to any attendance incentive as outlined in Section 6 of this Article during the period of summer employment.

Section 8

Bereavement for the death of a member of the employee's immediate family. For this provision immediate family is defined and limited to the following: spouse, mother, father, legal guardian, or loco parentis, son, daughter, sibling, stepchildren of current marriage. In the case of death of any of the above listed family members employees will be entitled to five (5) days bereavement pay separate and apart from sick leave.

In the case of a death of the employee's or their spouse's grandparent, grandchild, mother-in-law, father-in-law, son or daughter-in-law, brother or sister-in-law, half-brother, half-sister, stepmother, stepfather, step brother or sister, the employee will be entitled to three (3) days bereavement pay separate and apart from sick leave.

For the death of an employee's aunt, uncle, niece, or nephew the employee will be entitled to one (1) day of bereavement pay separate and apart from sick leave.

For the purposes of this Article, en loco parentis and legal guardian are defined as an adult with the legal authority and who without monetary compensation acts as the parent of a minor child who is living in the same household.

ARTICLE 20 HOLIDAYS AND VACATIONS

Section 1

The Board observes the following holidays:

- | | |
|---------------------------|---------------------------|
| A. Labor Day | G. Martin Luther King Day |
| B. Thanksgiving Day | H. President's Day |
| C. Day After Thanksgiving | I. Friday Before Easter |
| D. Day Before Christmas | J. Memorial Day |
| E. Christmas Day | K. Independence Day |
| F. New Year's Day | |

When the Board closes to observe a holiday, bargaining unit members shall be paid their normal base rate for that day and not be required to work unless otherwise directed by their supervisor. The Program shall be closed during the week between Christmas Day and New Year's Day and all employees who would have normally been scheduled to work such days shall receive their regular base rate of pay. Any employee required by the Employer to work on any holiday listed above or during Winter Break will, in lieu of holiday pay, be paid at one and one half (1½) times their hourly rate for all authorized hours actually worked but no less than 4 hours' minimum each day of work.

Section 2 – Vacations

A. Vacations for 12-month staff shall be earned as follows:

- 1) No vacation less than 1 year (twelve (12) months) "total program" service completed.
- 2) Two (2) weeks after 1-year (twelve (12) months) "total program" service completed.
- 3) Three (3) weeks after 8 years "total program" service completed.
- 4) Four (4) weeks after 15 years "total program" service completed.
- 5) Five (5) weeks after 25 years "total program" service completed.

Note: Potential vacation seniority accrual for nine (9) month employees is pro-rated.

B. Vacations shall be scheduled on the basis of classification seniority through the Department Head or Designated Building Authority (DBA) and must be approved in advance. During the window period of October 1 through October 31, employees shall sign up on posted vacation schedules for the following calendar year (January through December). A seniority list by classification will also be posted for employees' reference. No later than November 15th, employees will be notified by calendar posting as to what days requested have been scheduled and are pending approval. Requests will not be honored until a leave request form is submitted by the employee and approved by the direct supervisor. Leave requests for scheduled days must be submitted two (2) weeks prior to the vacation start date.

Vacation leaves shall be awarded based on classification seniority and in accordance with the workload requirements, as determined by the Employer. However, employees requesting vacation in one week blocks (a block is defined as five (5) consecutive days in "paid vacation or holiday status") shall be given preference over employees requesting vacation in less than one week blocks, irrespective of seniority. Except in case of extraordinary circumstances, approved vacation blocks may not be canceled by an employee and employees in the first half of a promotional probationary period may not take vacation leave. In the event more employees request vacation than authorized by the employer, and one of the tentatively approved employees does not take that approved time then the next most senior will be awarded that time if they choose.

An employee who fails to make his/her vacation application during the window period will be awarded vacation leave without regard to seniority, on a first come, first served basis. Within ten (10) working days of the date of the request for leave, the employee will be notified as to whether the request was approved or denied.

- C. The Employer reserves the right to limit the employees who may be granted vacation and leave(s) at any specific time in any given unit.
- D. Prior to the last payday in December of each calendar year, each employee's accrued vacation time will be reviewed. Up to one year's accrued, but unused vacation shall be automatically carried over into the succeeding calendar year. Any additional accrued but unused vacation shall be paid to the employee in accordance with the County Auditor's pay schedule.
- E. Under special circumstances, an employee who needs to carry over accrued, but unused vacation in addition to that allowed in Section 2. D. must submit a written request to the Employer on or before December 1st of each calendar year. This request is subject to the Employer's approval.
- F. Vacation shall be granted in full day or one (1) hour increments.

For employees whose work days are not in whole hours (e.g. 6.5, etc.) should their vacation balance reach an amount less than one (1) hour, they may use this balance for one (1) occurrence.

ARTICLE 21 PERSONAL DAYS

Section 1

Employees shall be eligible for four (4) personal days each year (September 1st – August 31st).

Section 2

- a. Employees wishing to request a personal day must do so on the employer's designated form.
- b. The immediate supervisor's approval/disapproval will be given prior to two (2) days before the requested personal day date.

Section 3

- a. Approval will not be granted on scheduled parent-conference days, in-service training days, or the first or last day of school.
- b. Personal leave may be used in either full-day or one (1) hour increments.

Section 4

Any unused but earned personal days shall be converted to sick leave at the end of each program year.

Section 5

- a. New employees in their first year of employment shall only be eligible to receive the equivalent of 1 (one) personal day per quarter worked.

- b. For employees leaving employment and who have utilized more than one (1) personal day times the number of quarters worked, the employer shall deduct that daily rate from the last pay period.

ARTICLE 22 MILITARY LEAVE

Section 1

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

Section 2

Employees are required to submit to the Employer, an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted. The employee shall remit any compensation or reimbursement for military leave to the Employer.

Section 3

Each employee shall also be entitled to an unpaid leave of absence for military services as provided by O.R.C. §5903.

ARTICLE 23 COURT LEAVE

Section 1

The Employer shall grant court leave with full pay to any employee who:

- A. Is summoned for jury duty by a court of competent jurisdiction, or
- B. Is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action.

Section 2

Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted by the employee to the Employer.

Section 3

Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party is not entitled to benefits under this Article, but may be granted vacation

time, a personal day, or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

ARTICLE 24 ASSAULT LEAVE

Assault Leave (at no loss of pay) will be available to all bargaining unit employees of the Employer, subject to the following provisions:

- A. An employee who is required to be absent due to a documented physical injury incident which results from a spontaneous or premeditated student/client action directed at an employee or group of employees during employment hours, or when providing voluntary service at a Board approved activity or event, on or off program grounds and the action results in an injury which would prevent the employee from performing his/her duties, shall be eligible to receive assault leave.
- B. A request for assault leave shall be made on the Employer's designated form and shall include the following information:
 - 1. The nature of the injury;
 - 2. The date, times and place of the occurrence;
 - 3. Identification of the individual or individuals causing the injury (if known);
 - 4. Facts and circumstances surrounding the injury;
 - 5. A certificate from a licensed physician describing the nature of the injury and its probable duration and stating that the employee is unable to perform the essential functions of the position as provided in the employee's job description.
- C. The form shall be returned to the appropriate Supervisor's/Program Director's office on the day of the injury or as soon after the occurrence as is possible. No assault leave may be approved prior to receipt of the written, completed application form, and the required medical documentation.
- D. The bargaining unit employee, if requested by the Employer, shall consent to an examination at the expense of the Employer by an Employer designated physician at a reasonable time and place.
- E. The affected employee shall agree to cooperate fully in pursuing any legal or police action by the Employer on behalf of the employee and/or the Employer.
- F. Assault leave will be limited to a maximum of ten (10) working days, as warranted, per injury, to a maximum of two (2) incidents per year and shall not be chargeable to sick leave or personal leave.
- G. If upon the exhaustion of the allowed assault leave days, the individual is unable to perform his/her duties and the employee has elected not to apply for Workers' Compensation benefits, he/she may apply for sick leave, disability leave, or disability separation.

- H. An employee on assault leave shall make every effort to schedule follow-up treatment after working hours, but if unable to, any follow-up treatment necessitated as a result of the injury for which time off is not covered by Workers' Compensation shall be paid by physical injury leave. Such leave shall not exceed the ten (10) day limit provided in Section 1, sub-section F of this Article.
- I. All initial assault leave examinations of a non-emergency nature shall be done by the Employer's physician. If the employee disagrees with the results of the initial examination, he/she may consult a physician of choice at the employee's expense subject to the hospitalization plan and/or Workers' Compensation coverage, if appropriate. If the two opinions differ, a physician mutually agreed to by the Employer and the employee shall conduct a third examination. If a third physician cannot be agreed upon, the Employer's physician and the employee physician shall mutually select the third physician. This opinion shall be binding on the parties. The Employer and the employee shall equally share the cost of the third physician.
- J. After the second instance of assault leave involving the same employee or the same consumer, the parties will meet to evaluate the situation(s) and make recommendations to resolve the issues which may have led up to the assault. Issues of staff ratio, training, programming etc. shall all be considered in making any recommendations. The results and recommendations of this meeting shall not be subject to the grievance procedure unless discipline is recommended for the employee.

ARTICLE 25 LEAVES OF ABSENCE WITHOUT PAY

Section 1

The Employer and the Union agree regular attendance on the part of all staff members is essential for the continuity of programming for students and enrollees. There are, however, certain circumstances, which at times limit staff attendance. The Employer may grant a leave of absence without pay to any employee only if the employee has exhausted his or her accumulated sick leave (in situations where sick leave would be appropriate), personal leave and any authorized vacation. The request for a leave of absence shall be considered on a consistent basis after reviewing each individual case. No request for leave shall be denied without just cause.

An employee must request any leave of absence in writing on a form designated by the Employer. The request shall state the reasons for requesting the leave and the dates for which such leave is being requested. Within ten (10) working days of the date that the request is submitted, the Employer will notify the employee as to whether the request was approved or denied.

Section 2 – Personal Leave

The Employer may grant a leave of absence to an employee for a maximum of six (6) months for specified personal reasons of the employee.

Section 3 – Educational Leave

Leave may be granted for a maximum period of two (2) years for the purpose of education, training or specialized experience which would be of direct or indirect benefit to the Employer, as determined by the Employer, by improved performance at any level. An employee granted an educational leave shall be required to return to the program to work a minimum of one (1) year following said approved Educational Leave. If State or Federal mandates or Employer changes in the requirements of a classification impact the certification requirements of staff, unpaid leave for job related training may be granted in accordance with the following: unpaid leave of up to one week may be granted to employees prior to exhaustion of paid leave if the required course work is not available outside the normal work hours. In all cases of leave under this Section, requests for education leaves (paid or unpaid) shall be granted on a first come first serve basis. In the case of two requests for leave at the same time, seniority shall be used as a tiebreaker. All requests for leave under this Section shall be made with sufficient advance notice to allow the Employer to evaluate the request and the granting of such leave shall be based upon operational needs.

Section 4 – Child Care

Any employee, including adoptive parents or legal guardians, may be granted a leave of absence without pay, not to exceed six (6) months in duration, for purposes of child care. All requests for leave of absence without pay, for purposes of childcare, shall be considered on a non-discriminatory basis without regard to the sex of the employee.

Section 5 – Disability Leave

- A. A leave of absence without pay due to a disabling illness, injury, or condition including pregnancy may be granted by the Employer for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months and that the employee will be able to return to the same or similar position. The granting of a disability leave of absence without pay will be subject to the rules regarding leaves of absence without pay contained herein.
- B. If the employee is unable to return to active work status by the end of the six (6) month period due to the same disabling illness, injury or condition, the employee will be given a disability separation in accordance with Section 6 below.
- C. A medical examination or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition, including pregnancy, shall be required prior to the granting of a disability leave of absence unless the employee is hospitalized at the time the leave of absence is to begin. If the Employer requests an examination, the Employer shall bear the cost of the examination.

Section 6 – Disability Separation

An employee who becomes disabled may be granted a disability separation in accordance with the following provisions:

- A. Voluntary Reduction - When an employee becomes physically unable to perform the duties of his or her position, but is still able to perform the duties of a vacant, lower level position, he/she may voluntarily request reduction to the lower level

position. Such request shall be in writing, stating the reason for the request, and shall be subject to the approval of the Superintendent.

- B. Disability Separation Procedure - A disability separation may be granted when an employee has exhausted an authorized disability leave of absence, 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 physically incapable of performing the essential duties of his/her position by a licensed physician designated by the Employer; such examination normally is requested by the Employer when the employee is unable or unwilling to admit his or her incapacity wherein the costs are paid by the Board;
 3. Employees granted a disability separation shall have their seniority "frozen" as of the day of the separation and shall accrue no further seniority until reinstated in accordance with the procedures outlined below.
- C. Temporary Appointment - During the first twelve (12) months of any disability separation, any appointment made to a position vacated by Disability Separation will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from Disability Separation be reinstated to another position, the temporary appointment will be made permanent.
- D. Re-instatement Procedure - Reinstatement rights following Disability Separation extend for two and one half (2½) years from the date the disability separation is granted. If an employee is placed on a disability leave without pay and subsequently given a disability separation due to the same disabling illness, injury or condition, the total combined time of absence due to disability shall not exceed three (3) years for purposes of re-instatement. During the first twelve months of a disability separation an employee is to be re-instated to the same or similar position if the same position is no longer available within thirty (30) days after making application and passing a medical examination showing full qualifications to perform the duties of the position. If the disability separation continues beyond one (1) year, the employee may be reinstated to the same or similar position if there is a vacancy. If no vacancy exists, the employee shall be placed in a lower rated classification where a vacancy exists, provided the employee is qualified to perform the job and serve the required probationary period. If no vacancy within the bargaining unit as outlined above exists, the employee shall be laid off. For the purposes of this section only, layoff shall be a "straight layoff" and the employee has no "bumping rights" in this particular instance. Should a layoff be necessary, the employee shall be immediately recalled to the next vacancy in his/her prior classification. The posting and probationary period's provisions will be waived in this case. The laid off employee will also be given notice of any vacant position within the bargaining unit and shall be permitted to bid upon any vacancy and shall be awarded the position, if qualified, subject to the promotional articles of this Agreement. An employee must submit medical documentation from a licensed physician indicating he/she can perform the duties of the job at the time application is made for re-instatement. The cost of said examination shall be paid for by the employee. The Employer may also require that an examination be conducted by a physician designated by the Employer, the costs of such examination shall be paid by the Employer. Employees on a disability separation must make application for

disability retirement to PERS/STRS within six (6) months of the date of the disability separation began or within one (1) year of the date of the initial disability leave. Failure to make application to the appropriate retirement system may result in forfeiture of the employee's reinstatement rights. If the disability retirement is approved, the separation must be reported to the Employer. The Employer will make every good faith effort to assist the employee on a disability separation in applying for and attaining the disability retirement if necessary, if uncontested.

An employee who does not return from Disability Separation, formally resign, or take disability retirement, shall be terminated with the notation, "Failure to Return from Disability Separation".

The employer has the right to utilize provisions under Worker's Compensation for maximum medical evaluations on a case by case basis. The language provided herein shall in no way abridge an employee's rights under Worker's Compensation.

Section 7

If it is found that a leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 8

An employee who fails to return to duty within three (3) working days of the completion or a valid cancellation of a leave of absence without pay, without explanation to the Employer, may be removed. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from service is deemed to have a termination date corresponding to the expiration date of the leave of absence without pay.

Section 9

Upon completion of a leave of absence without pay, the employee shall be returned to the same classification. If the employee's former classification no longer exists, the employee shall be assigned to a classification similar to that formerly occupied. The employee may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by both the employee and the Employer.

ARTICLE 26 SALARY SCHEDULES

Salary schedules for bargaining unit employees are as follows:

Effective September 1, 2019, each classification other than those on the Teacher/Therapist schedule shall be increased by 2.5% with no step advancement. Employees on the Teacher/Therapist schedule shall receive a 2.0% increase with no step advancement.

Effective September 1, 2020, each classification other than those on the Teacher/Therapist schedule shall be increased by 2.5% with no step advancement. Employees on the Teacher/Therapist schedule shall receive a 2.0% increase with no step advancement.

Effective September 1, 2021, each classification other than those on the Teacher/Therapist schedule and the "A" Registered Nurse schedule shall be increased by 2.5% with no step advancement.

Effective September 1, 2021, the classifications on the Teacher/Therapist schedule and the "B" Registered Nurse schedule shall have no increase; however, each employee with a step available shall be advanced one step on the relevant schedule. Those employees on the Teacher/Therapist schedule with no step available shall receive a 2.0% increase.

1. Years of service for purposes of movement on steps of the salary schedule for nine (9) month employees shall be a minimum of one hundred-twenty (120) days actually worked from the first day of each program calendar year through the last day of each program calendar year.
2. For teachers, see 3317.13 (A) (1) (a) through (d).

For a twelve (12) month employee a year of service for purpose of movement on salary "steps", a minimum of one hundred seventy-three (173) days actually worked between the first and last day of a program year.

The employer agrees to pick up and pay on behalf of each employee, three percent (3%) of the employee's share of the applicable pension. Such payment will be reported to the applicable retirement board as the employee's share.

Employees hired after March 28, 2011 will be placed on the second tier salary schedule at the then current salary for the position for which they are hired.

Teachers and Classroom Assistants assigned to the preschool program will receive an annual lump sum payment of \$250 once proof of required Step Up To Quality training as required by the State of Ohio for a Step Up to Quality 5 Star rating has been submitted to leadership and verified as completed.

Classroom Assistant who have completed the Child Development Associate (CDA) Credential or completed the Associates Degree in Early Childhood Development will receive an additional \$1.00 per hour differential. The differential will be applied to the first day of the pay period starting after the Assistant provides documentation of completion to the Board.

A – Wage Scale
For Employees Hired Prior To Execution of Agreement - (March 28, 2011)
Effective Through 8/31/2022

| | 9/1/2019 | 9/1/2020 | 9/1/2021 |
|---|--------------------|----------------------|--------------------|
| ADAPTED PHYSICAL EDUCATION ASSISTANT | | | |
| Step 0 | 28,058.60 | 28,760.01 | 29,479.04 |
| Step 1 | 28,274.25 | 28,981.10 | 29,705.58 |
| Step 2 | 28,489.76 | 29,202.07 | 29,932.11 |
| Step 3 | 28,705.41 | 29,423.03 | 30,158.65 |
| Step 4 | 29,028.62 | 29,754.35 | 30,498.21 |
| BUS AIDES – 9 MONTH | | | |
| | 5 Hour Days | 4.5 Hour Days | 4 Hour Days |
| Step 0 | 13,157.46 | 12,137.77 | 11,058.84 |
| Step 1 | 13,371.84 | 12,335.49 | 11,238.98 |
| Step 2 | 13,587.03 | 12,534.02 | 11,419.92 |
| <i>(Extra days for Summer program at per diem rate)</i> | | | |
| BUS DRIVER – 9 MONTH | | | |
| | 6 Hour Days | 5.5 Hour Days | 5 Hour Days |
| Step 0 | 19,600.67 | 18,416.45 | 17,160.79 |
| Step 1 | 19,826.88 | 18,628.99 | 17,358.81 |
| Step 2 | 20,053.10 | 18,841.53 | 17,556.91 |
| <i>(Extra days for Summer program at per diem rate)</i> | | | |
| CLASSROOM ASSISTANT | | | |
| Step 0 | 24,067.81 | 24,669.50 | 25,286.28 |
| Step 1 | 24,283.32 | 24,890.47 | 25,512.69 |
| Step 2 | 24,498.71 | 25,111.18 | 25,738.98 |
| Step 3 | 24,714.23 | 25,332.14 | 25,965.39 |
| Step 4 | 25,037.31 | 25,663.21 | 26,304.82 |
| <i>(Extra days for Summer program at per diem rate)</i> | | | |
| COOK | | | |
| Step 0 | 18,623.59 | 19,089.23 | 19,566.45 |
| Step 1 | 18,946.69 | 19,420.31 | 19,905.86 |
| Step 2 | 19,269.79 | 19,751.51 | 20,245.28 |
| COOK ASSISTANT | | | |
| Step 0 | 10,313.97 | 10,571.80 | 10,836.10 |
| Step 1 | 10,529.43 | 10,792.68 | 11,062.49 |
| Step 2 | 10,744.81 | 11,013.41 | 11,288.73 |
| CUSTODIAN | | | |
| Step 0 | 31,446.48 | 32,232.72 | 33,038.51 |
| Step 1 | 31,769.71 | 32,563.86 | 33,377.97 |
| Step 2 | 32,092.94 | 32,895.20 | 33,717.63 |

CUSTODIAN II

| | | | |
|--------|-----------|-----------|-----------|
| Step 0 | 35,471.70 | 36,358.40 | 37,267.36 |
| Step 1 | 35,794.93 | 36,689.74 | 37,607.02 |
| Step 2 | 36,118.16 | 37,021.09 | 37,946.69 |

EMPLOYMENT SPECIALIST

| | | | |
|--------|-----------|-----------|-----------|
| Step 0 | 39,521.04 | 40,509.04 | 41,521.79 |
| Step 1 | 39,887.33 | 40,884.48 | 41,906.59 |
| Step 2 | 40,253.62 | 41,259.92 | 42,291.39 |
| Step 3 | 40,619.90 | 41,635.36 | 42,676.19 |
| Step 4 | 41,389.92 | 42,424.72 | 43,485.31 |
| Step 5 | 42,160.14 | 43,214.08 | 44,294.43 |
| Step 6 | 42,930.16 | 44,003.44 | 45,103.55 |

* *Employment Specialist salary is based on assignment*

MECHANIC

| | | | |
|--------|-----------|-----------|-----------|
| Step 0 | 44,739.14 | 45,857.55 | 47,004.05 |
| Step 1 | 45,062.37 | 46,188.90 | 47,343.71 |
| Step 2 | 45,385.60 | 46,520.24 | 47,683.17 |

REGISTERED NURSE

| | | | |
|--------|-----------|-----------|-----------|
| Step 0 | 32,573.59 | 33,387.90 | 34,222.68 |
| Step 1 | 33,946.68 | 34,795.28 | 35,665.24 |
| Step 2 | 35,319.61 | 36,202.66 | 37,107.80 |
| Step 3 | 36,692.69 | 37,610.04 | 38,550.36 |
| Step 4 | 38,625.72 | 39,591.35 | 40,581.13 |
| Step 5 | 40,558.75 | 41,572.67 | 42,612.04 |
| Step 6 | 42,491.93 | 43,554.27 | 44,643.11 |
| Step 7 | 44,424.96 | 45,535.58 | 46,674.03 |
| Step 8 | 46,357.99 | 47,516.90 | 48,704.80 |

(Extra days for Summer program at per diem rate)

SECRETARY

| | | | |
|--------|-----------|-----------|-----------|
| Step 0 | 34,561.07 | 35,425.10 | 36,310.77 |
| Step 1 | 34,884.30 | 35,756.45 | 36,650.43 |
| Step 2 | 35,207.33 | 36,087.58 | 36,989.68 |

SERVICE COORDINATOR

* *Base Salary will be increased 2.5% every year of the contract*

TEACHER/THERAPIST SALARY SCHEDULE

Effective Through August 31, 2020

| Steps | Bachelor 9/1/2019 | 18 S.H. 9/1/2019 | Master 9/1/2019 |
|--------------|------------------------------|-----------------------------|----------------------------|
| 0 | 40,642.48 | 42,268.18 | 44,503.52 |
| Index | 1.00 | 1.040 | 1.095 |
| 1 | 42,268.18 | 44,097.10 | 46,535.65 |
| | 1.04 | 1.085 | 1.145 |
| 2 | 43,893.88 | 45,926.00 | 48,567.76 |
| | 1.08 | 1.130 | 1.195 |
| 3 | 45,519.58 | 47,754.91 | 50,599.89 |
| | 1.12 | 1.175 | 1.245 |
| 4 | 47,145.28 | 49,583.84 | 52,632.02 |
| | 1.16 | 1.220 | 1.295 |
| 5 | 48,770.99 | 51,412.74 | 54,664.14 |
| | 1.20 | 1.265 | 1.345 |
| 6 | 50,396.69 | 53,241.65 | 56,696.27 |
| | 1.24 | 1.310 | 1.395 |
| 7 | 52,022.38 | 55,070.57 | 58,728.39 |
| | 1.28 | 1.355 | 1.445 |
| 8 | 53,648.07 | 56,899.47 | 60,760.51 |
| | 1.32 | 1.400 | 1.495 |
| 9 | 55,273.77 | 58,728.39 | 62,792.64 |
| | 1.36 | 1.445 | 1.545 |
| 10 | 56,899.47 | 60,557.31 | 64,824.77 |
| | 1.40 | 1.490 | 1.595 |
| 11 | 58,525.17 | 62,386.21 | 66,856.88 |
| | 1.44 | 1.535 | 1.645 |
| 12 | 60,150.87 | 64,215.13 | 68,889.01 |
| | 1.48 | 1.580 | 1.695 |
| 13 | 61,776.58 | 66,044.03 | 70,921.13 |
| | 1.52 | 1.625 | 1.745 |
| 14 | 63,402.28 | 67,872.95 | 72,953.25 |
| | 1.56 | 1.670 | 1.795 |
| 15 | 65,027.98 | 69,701.86 | 74,985.39 |
| | 1.60 | 1.715 | 1.845 |

(Extra days for Summer program at per diem rate)

Speech/Language Pathologists:

Current Employees 1.20

New Hires 1.15

Developmental Specialists: 1.25

Supplemental Salaries:

| | | |
|-------------|-------|------------|
| Athletic D | 2.50% | \$1,016.06 |
| Men's Coach | 7.00% | \$2,844.97 |
| Womens | 6.00% | \$2,438.55 |
| Swimming | 3.00% | \$1,219.27 |
| RESA Mentor | 2.50% | \$1,016.06 |
| IEP Review | | |
| Team | 2.50% | \$1,016.06 |

**Supplemental salaries will be assigned on an annual basis.*

Employees assigned supplemental salaries may select to receive the additional salary as part of their bi-weekly pay or as a lump sum payment at the end of the program year.

TEACHER/THERAPIST SALARY SCHEDULE

Effective Through August 31, 2021

| Steps | Bachelor 9/1/2020 | 18 S.H. 9/1/2020 | Master 9/1/2020 |
|--------------|------------------------------|-----------------------------|----------------------------|
| 0 | 41,455.33 | 43,113.54 | 45,393.59 |
| Index | 1.00 | 1.040 | 1.095 |
| 1 | 43,113.54 | 44,979.04 | 47,466.36 |
| | 1.04 | 1.085 | 1.145 |
| 2 | 44,771.76 | 46,844.52 | 49,539.12 |
| | 1.08 | 1.130 | 1.195 |
| 3 | 46,429.97 | 48,710.01 | 51,611.89 |
| | 1.12 | 1.175 | 1.245 |
| 4 | 48,088.18 | 50,575.51 | 53,684.66 |
| | 1.16 | 1.220 | 1.295 |
| 5 | 49,746.41 | 52,440.99 | 55,757.42 |
| | 1.20 | 1.265 | 1.345 |
| 6 | 51,404.62 | 54,306.48 | 57,830.20 |
| | 1.24 | 1.310 | 1.395 |
| 7 | 53,062.83 | 56,171.98 | 59,902.96 |
| | 1.28 | 1.355 | 1.445 |
| 8 | 54,721.04 | 58,037.46 | 61,975.72 |
| | 1.32 | 1.400 | 1.495 |
| 9 | 56,379.25 | 59,902.96 | 64,048.49 |
| | 1.36 | 1.445 | 1.545 |
| 10 | 58,037.46 | 61,768.45 | 66,121.26 |
| | 1.40 | 1.490 | 1.595 |
| 11 | 59,695.68 | 63,633.93 | 68,194.02 |
| | 1.44 | 1.535 | 1.645 |
| 12 | 61,353.89 | 65,499.43 | 70,266.79 |
| | 1.48 | 1.580 | 1.695 |
| 13 | 63,012.11 | 67,364.91 | 72,339.55 |
| | 1.52 | 1.625 | 1.745 |
| 14 | 64,670.32 | 69,230.41 | 74,412.32 |
| | 1.56 | 1.670 | 1.795 |
| 15 | 66,328.54 | 71,095.90 | 76,485.09 |
| | 1.60 | 1.715 | 1.845 |

(Extra days for Summer program at per diem rate)

Speech/Language Pathologists:

| | |
|-------------------|------|
| Current Employees | 1.20 |
| New Hires | 1.15 |

Developmental Specialists: 1.25

Supplemental Salaries:

| | | |
|--------------------|-------|------------|
| Athletic D | 2.50% | \$1,036.38 |
| Men's Coach | 7.00% | \$2,901.87 |
| Womens | 6.00% | \$2,487.32 |
| Swimming | 3.00% | \$1,243.66 |
| RESA Mentor | 2.50% | \$1,036.38 |
| IEP Review Team | 2.50% | \$1,036.38 |

**Supplemental salaries will be assigned on an annual basis.*

Employees assigned supplemental salaries may select to receive the additional salary as part of their bi-weekly pay or as a lump sum payment at the end of the program year.

TEACHER/THERAPIST SALARY SCHEDULE

Effective Through August 31, 2022

| Steps | Bachelor 9/1/2021 | 18 S.H. 9/1/2021 | Master 9/1/2021 |
|--------------|------------------------------|-----------------------------|----------------------------|
| 0 | 41,455.33 | 43,113.54 | 45,393.59 |
| Index | 1.00 | 1.040 | 1.095 |
| 1 | 43,113.54 | 44,979.04 | 47,466.36 |
| | 1.04 | 1.085 | 1.145 |
| 2 | 44,771.76 | 46,844.52 | 49,539.12 |
| | 1.08 | 1.130 | 1.195 |
| 3 | 46,429.97 | 48,710.01 | 51,611.89 |
| | 1.12 | 1.175 | 1.245 |
| 4 | 48,088.18 | 50,575.51 | 53,684.66 |
| | 1.16 | 1.220 | 1.295 |
| 5 | 49,746.41 | 52,440.99 | 55,757.42 |
| | 1.20 | 1.265 | 1.345 |
| 6 | 51,404.62 | 54,306.48 | 57,830.20 |
| | 1.24 | 1.310 | 1.395 |
| 7 | 53,062.83 | 56,171.98 | 59,902.96 |
| | 1.28 | 1.355 | 1.445 |
| 8 | 54,721.04 | 58,037.46 | 61,975.72 |
| | 1.32 | 1.400 | 1.495 |
| 9 | 56,379.25 | 59,902.96 | 64,048.49 |
| | 1.36 | 1.445 | 1.545 |
| 10 | 58,037.46 | 61,768.45 | 66,121.26 |
| | 1.40 | 1.490 | 1.595 |
| 11 | 59,695.68 | 63,633.93 | 68,194.02 |
| | 1.44 | 1.535 | 1.645 |
| 12 | 61,353.89 | 65,499.43 | 70,266.79 |
| | 1.48 | 1.580 | 1.695 |
| 13 | 63,012.11 | 67,364.91 | 72,339.55 |
| | 1.52 | 1.625 | 1.745 |
| 14 | 64,670.32 | 69,230.41 | 74,412.32 |
| | 1.56 | 1.670 | 1.795 |
| 15 | 66,328.54 | 71,095.90 | 76,485.09 |
| | 1.60 | 1.715 | 1.845 |

*** Teachers at Top step 9-1-21 will get 2% increase in annual salary.**

(Extra days for Summer program at per diem rate)

Speech/Language Pathologists:

| | |
|-------------------|------|
| Current Employees | 1.20 |
| New Hires | 1.15 |

Developmental Specialists: 1.25

Supplemental Salaries:

| | | |
|--------------------|-------|------------|
| Athletic D | 2.50% | \$1,036.38 |
| Men's Coach | 7.00% | \$2,901.87 |
| Womens | 6.00% | \$2,487.32 |
| Swimming | 3.00% | \$1,243.66 |
| RESA Mentor | 2.50% | \$1,036.38 |
| IEP Review Team | 2.50% | \$1,036.38 |

**Supplemental salaries will be assigned on an annual basis.*

Employees assigned supplemental salaries may select to receive the additional salary as part of their bi-weekly pay or as a lump sum payment at the end of the program year.

B – Wage Scale
For Employees Hired After Execution of Agreement - (March 28, 2011)
Effective Through 8/31/2022

| | 9/1/2019 | 9/1/2020 | 9/1/2021 |
|--|--------------------|----------------------|--------------------|
| ADAPTED PHYSICAL EDUCATION ASSISTANT | | | |
| Step 0 | 28,058.60 | 28,760.01 | 29,479.04 |
| BUS AIDES – 9 MONTH | | | |
| | 5 Hour Days | 4.5 Hour Days | 4 Hour Days |
| Step 0 | 13,157.46 | 12,137.77 | 11,058.84 |
| <i>(Extra days for Summer program at per diem rate)</i> | | | |
| BUS DRIVER – 9 MONTH | | | |
| | 6 Hour Days | 5.5 Hour Days | 5 Hour Days |
| Step 0 | 19,600.67 | 18,416.45 | 17,160.79 |
| <i>(Extra days for Summer program at per diem rate)</i> | | | |
| CLASSROOM ASSISTANT | | | |
| Step 0 | 24,067.81 | 24,669.50 | 25,286.28 |
| <i>(Extra days for Summer program at per diem rate)</i> | | | |
| COOK | | | |
| Step 0 | 18,623.59 | 19,089.23 | 19,566.45 |
| COOK ASST | | | |
| Step 0 | 10,313.97 | 10,571.80 | 10,836.10 |
| CUSTODIAN | | | |
| Step 0 | 31,446.48 | 32,232.72 | 33,038.51 |
| CUSTODIAN II | | | |
| Step 0 | 35,471.70 | 36,358.40 | 37,267.36 |
| EMPLOYMENT SPECIALIST | | | |
| Step 0 | 39,521.04 | 40,509.04 | 41,521.79 |
| <i>* Employment Specialist salary is based on assignment</i> | | | |
| MECHANIC | | | |
| Step 0 | 44,739.14 | 45,857.55 | 47,004.05 |
| REGISTERED NURSE | | | |
| Step 0 | 34,367.81 | 35,227.02 | 35,227.02 |
| Step 1 | 35,339.63 | 36,223.12 | 36,223.12 |
| Step 2 | 36,311.44 | 37,219.23 | 37,219.23 |
| Step 3 | 37,309.90 | 38,242.71 | 38,242.71 |
| <i>(Extra days for Summer program at per diem rate)</i> | | | |
| SECRETARY | | | |
| Step 0 | 34,561.07 | 35,425.10 | 36,310.77 |
| SERVICE COORDINATOR | | | |
| <i>* Base Salary will be increased 2.5% every year of the contract</i> | | | |

TEACHER/THERAPIST SALARY SCHEDULE

Effective Through August 31, 2020

| Steps | Bachelor 9/1/2019 | 18 S.H. 9/1/2019 | Master 9/1/2019 |
|--------------|------------------------------|-----------------------------|----------------------------|
| 0 | 40,642.48 | 42,268.18 | 44,503.52 |
| Index | 1.00 | 1.040 | 1.095 |
| 1 | 42,268.18 | 44,097.10 | 46,535.65 |
| | 1.04 | 1.085 | 1.145 |
| 2 | 43,893.88 | 45,926.00 | 48,567.76 |
| | 1.08 | 1.130 | 1.195 |
| 3 | 45,519.58 | 47,754.91 | 50,599.89 |
| | 1.12 | 1.175 | 1.245 |
| 4 | 47,145.28 | 49,583.84 | 52,632.02 |
| | 1.16 | 1.220 | 1.295 |
| 5 | 48,770.99 | 51,412.74 | 54,664.14 |
| | 1.20 | 1.265 | 1.345 |
| 6 | 50,396.69 | 53,241.65 | 56,696.27 |
| | 1.24 | 1.310 | 1.395 |
| 7 | 52,022.38 | 55,070.57 | 58,728.39 |
| | 1.28 | 1.355 | 1.445 |
| 8 | 53,648.07 | 56,899.47 | 60,760.51 |
| | 1.32 | 1.400 | 1.495 |
| 9 | 55,273.77 | 58,728.39 | 62,792.64 |
| | 1.36 | 1.445 | 1.545 |
| 10 | 56,899.47 | 60,557.31 | 64,824.77 |
| | 1.40 | 1.490 | 1.595 |
| 11 | 58,525.17 | 62,386.21 | 66,856.88 |
| | 1.44 | 1.535 | 1.645 |

(Extra days for Summer program at per diem rate)

Speech/Language Pathologists:

| | |
|-------------------|------|
| Current Employees | 1.20 |
| New Hires | 1.15 |

Developmental Specialists: 1.25

Supplemental Salaries:

| | | |
|-------------|-------|------------|
| Athletic D | 2.50% | \$1,016.06 |
| Men's Coach | 7.00% | \$2,844.97 |
| Womens | 6.00% | \$2,438.55 |
| Swimming | 3.00% | \$1,219.27 |
| RESA Mentor | 2.50% | \$1,016.06 |
| IEP Review | | |
| Team | 2.50% | \$1,016.06 |

**Supplemental salaries will be assigned on an annual basis.*

Employees assigned supplemental salaries may select to receive the additional salary as part of their bi-weekly pay or as a lump sum payment at the end of the program year.

TEACHER/THERAPIST SALARY SCHEDULE

Effective Through August 31, 2021

| Steps | Bachelor 9/1/2020 | 18 S.H. 9/1/2020 | Master 9/1/2020 |
|--------------|------------------------------|-----------------------------|----------------------------|
| 0 | 41,455.33 | 43,113.54 | 45,393.59 |
| Index | 1.00 | 1.040 | 1.095 |
| 1 | 43,113.54 | 44,979.04 | 47,466.36 |
| | 1.04 | 1.085 | 1.145 |
| 2 | 44,771.76 | 46,844.52 | 49,539.12 |
| | 1.08 | 1.130 | 1.195 |
| 3 | 46,429.97 | 48,710.01 | 51,611.89 |
| | 1.12 | 1.175 | 1.245 |
| 4 | 48,088.18 | 50,575.51 | 53,684.66 |
| | 1.16 | 1.220 | 1.295 |
| 5 | 49,746.41 | 52,440.99 | 55,757.42 |
| | 1.20 | 1.265 | 1.345 |
| 6 | 51,404.62 | 54,306.48 | 57,830.20 |
| | 1.24 | 1.310 | 1.395 |
| 7 | 53,062.83 | 56,171.98 | 59,902.96 |
| | 1.28 | 1.355 | 1.445 |
| 8 | 54,721.04 | 58,037.46 | 61,975.72 |
| | 1.32 | 1.400 | 1.495 |
| 9 | 56,379.25 | 59,902.96 | 64,048.49 |
| | 1.36 | 1.445 | 1.545 |
| 10 | 58,037.46 | 61,768.45 | 66,121.26 |
| | 1.40 | 1.490 | 1.595 |
| 11 | 59,695.68 | 63,633.93 | 68,194.02 |
| | 1.44 | 1.535 | 1.645 |

(Extra days for Summer program at per diem rate)

Speech/Language Pathologists:

| | |
|-------------------|------|
| Current Employees | 1.20 |
| New Hires | 1.15 |

Developmental Specialists: 1.25

Supplemental Salaries:

| | | |
|-----------------|-------|------------|
| Athletic D | 2.50% | \$1,036.38 |
| Men's Coach | 7.00% | \$2,901.87 |
| Womens | 6.00% | \$2,487.32 |
| Swimming | 3.00% | \$1,243.66 |
| RESA Mentor | 2.50% | \$1,036.38 |
| IEP Review Team | 2.50% | \$1,036.38 |

**Supplemental salaries will be assigned on an annual basis.*

Employees assigned supplemental salaries may select to receive the additional salary as part of their bi-weekly pay or as a lump sum payment at the end of the program year.

TEACHER/THERAPIST SALARY SCHEDULE

Effective Through August 31, 2022

| Steps | Bachelor 9/1/2021 | 18 S.H. 9/1/2021 | Master 9/1/2021 |
|--------------|------------------------------|-----------------------------|----------------------------|
| 0 | 41,455.33 | 43,113.54 | 45,393.59 |
| Index | 1.00 | 1.040 | 1.095 |
| 1 | 43,113.54 | 44,979.04 | 47,466.36 |
| | 1.04 | 1.085 | 1.145 |
| 2 | 44,771.76 | 46,844.52 | 49,539.12 |
| | 1.08 | 1.130 | 1.195 |
| 3 | 46,429.97 | 48,710.01 | 51,611.89 |
| | 1.12 | 1.175 | 1.245 |
| 4 | 48,088.18 | 50,575.51 | 53,684.66 |
| | 1.16 | 1.220 | 1.295 |
| 5 | 49,746.41 | 52,440.99 | 55,757.42 |
| | 1.20 | 1.265 | 1.345 |
| 6 | 51,404.62 | 54,306.48 | 57,830.20 |
| | 1.24 | 1.310 | 1.395 |
| 7 | 53,062.83 | 56,171.98 | 59,902.96 |
| | 1.28 | 1.355 | 1.445 |
| 8 | 54,721.04 | 58,037.46 | 61,975.72 |
| | 1.32 | 1.400 | 1.495 |
| 9 | 56,379.25 | 59,902.96 | 64,048.49 |
| | 1.36 | 1.445 | 1.545 |
| 10 | 58,037.46 | 61,768.45 | 66,121.26 |
| | 1.40 | 1.490 | 1.595 |
| 11 | 59,695.68 | 63,633.93 | 68,194.02 |
| | 1.44 | 1.535 | 1.645 |

****Teachers at top step 9-1-21 will get 2% increase in annual salary.***

(Extra days for Summer program at per diem rate)

Speech/Language Pathologists:

| | |
|-------------------|------|
| Current Employees | 1.20 |
| New Hires | 1.15 |

Developmental Specialists: 1.25

Supplemental Salaries:

| | | |
|-------------|-------|------------|
| Athletic D | 2.50% | \$1,036.38 |
| Men's Coach | 7.00% | \$2,901.87 |
| Womens | 6.00% | \$2,487.32 |
| Swimming | 3.00% | \$1,243.66 |
| RESA Mentor | 2.50% | \$1,036.38 |
| IEP Review | | |
| Team | 2.50% | \$1,036.38 |

**Supplemental salaries will be assigned on an annual basis.*

Employees assigned supplemental salaries may select to receive the additional salary as part of their bi-weekly pay or as a lump sum payment at the end of the program year.

BUS DRIVERS/BUS AIDES

A. Field Trips

1. A Field Trip is defined as an event, which requires the use of a school bus, or a CDL licensed school bus driver. A "community referenced" field trip is a trip designed to teach or refine a skill and generally does not require the use of a school bus or CDL licensed school bus driver.
2. Field Trips will be posted in the Transportation Lounge one-month in advance of the trip, if practicable. Bus Drivers and Bus Aides will sign up for the opportunity to be assigned trips on the voluntary sign up list posted in the transportation lounge. Trips will be assigned by rotation starting with the most senior driver/aide on the voluntary list, taking into account route service hours and based upon the school/workshop calendars. If no volunteers are available, trips will be assigned by rotating reverse seniority according to route series hours and school/workshop calendars. Bus Drivers (or Bus Aides, if used) assigned to Field Trips must perform the assignments absent bona-fide illness or emergency with documentation as appropriate.
3. When a Bus Aide is assigned to a Field Trip, the Bus Aide will be compensated at a rate of one hundred percent (100%) of the current hourly rate for each hour involved or established increments thereof.
4. The need for a Bus Aide when only one (1) wheelchair is involved will be evaluated based upon equipment and needs of the individual enrolled in Fairhaven Programs and recommendation of the staff. A Bus Aide will be assigned when two (2) or more wheelchairs are involved.
5. In the event a Field Trip begins or end outside of normal program hours, the driver will receive his/her regular daily during normal program hours plus one hundred percent (100%) of that rate for all hours worked outside of the normal program hours.
6. In the event a field trip ends in less than an hour, the bus driver and bus aide shall be compensated for an hour at their regular rate of pay.

B. Overnight/Weekend Field Trips

1. Each driver assigned to an overnight/weekend (weekend is defined as beginning 6 p.m. Friday through 6:00 a.m. Monday) Field Trip shall be compensated their regular hourly rate of pay for every hour actually driven during the trip. Overnight/weekend Field Trips shall be offered to drivers based upon classification seniority. If no driver accepts, assignment shall be made based upon inverse seniority.

E. Boot/Shoe Allowance

Effective September 1, 2010 and once annually, all employees required to wear steel toe shoes or boots as part of their job performance will be reimbursed up to \$100 for the purchase of said footwear. Custodial, Mechanics, Lawn Crew

Employment Specialist, Employment Specialist based upon assignment.
Receipt required to be presented to Fiscal Department.

F. On Board Instructor Allowance

Transportation employees certified as On Board Instructor (OBI) will be paid an additional \$1.00 per hour on top of their normal hourly rate for each hour worked as an OBI. Should the employee move to a position in a department other than transportation they will no longer be permitted to work as an OBI.

G. Uniform Allowance

Kitchen Staff and Pool Staff are required to wear uniforms specific to their respective areas as part of their job performance, therefore employees will be reimbursed up to \$100 annually for the purchase of said uniforms in accordance with Board policy for reimbursement of expenses.

ARTICLE 27 HEALTH INSURANCE AND RELATED BENEFITS

In order to be eligible for insurance, an employee must be employed for at least 30 hours per week. However, bus drivers, bus aides, cook, and cook assistants may participate in the insurance programs if they are employed for at least 20 hours per week.

Employees hired on or after September 1, 2016 may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information.

Medical

A. The Board will pay 80% of the premium and the eligible employee will pay 20% of the premium.

B. Stark County Schools Council

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

C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be determined by the COG.

D. Preferred Provider – Prescription Drugs

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

1. The program will be available to employees and their dependents who have “primary” coverage under the Employer’s insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provision will be made to refund the employee’s 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Employer shall provide term life and accidental death and dismemberment coverage in the amount of \$25,000 for each employee.

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

Dental Insurance

(After August 31, 2016, when the AFSCME Care Plan expires, the dental plan must be provided through the COG).

Section 125 Tax Shelter

Tax sheltering of the individual’s contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG.

Vision

(After August 31, 2016, when the AFSCME Care Plan expires, the vision must be provided through the COG).

Ohio AFSCME Care Plan

The Employer shall contribute each month, for each bargaining unit employee the following amounts to the Ohio AFSCME Care Plan:

Effective: 9/1/2016

| | |
|----------------------|------------------|
| <u>Hearing Care:</u> | <u>\$0.50</u> |
| Total: | \$0.50 per month |

Premium Holidays

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

Spousal Coverage

Any employee hired after January 1, 2016 with a working spouse who has the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forth (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

Same Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include these individuals.

Payroll deduction in the appropriate amount per pay shall commence with the first of the month following receipt of the benefit enrollment card by the payroll office. Thereafter, such fees shall continue to be deducted each month and continue until the payroll office receives written notice of the employee's desire to discontinue his/her health insurance benefits.

Waiver Bonus for Insurance

Only employees receiving the waiver bonus prior to August 31, 2016 are eligible for the waiver bonus. The "waiver bonus" will remain one hundred dollars (\$100). An employee receiving the waiver bonus, who notifies the Board within thirty (30) days of the "involuntary" loss of other insurance coverage, may enroll in the Board plan without evidence of insurability with coverage to become effective on the date of other insurance terminates. For purposes of this section, "involuntary" loss of the other coverage shall include loss of coverage due to spouse's lay-off, reduction in hours, death, divorce, or separation from employment (including termination, resignation, or retirement). Enrollment must be supported by written documentation from the spouse's employer of the termination of the other insurance coverage. An employee may always re-enroll without evidence of insurability or loss of coverage during the annual enrollment period.

First two years of the contract, the employer will provide a lump sum payment of \$250.00 to bargaining unit employees with the single plan and \$620.00 to employees selecting the family plan as a 100% reimbursement for the cost of the 20% employee share of the vision and dental insurance. The offset lump payment will be paid beginning with the first supplemental pay in 2017 as per the auditor's schedule.

ARTICLE 28 UNION RIGHTS

Section 1

Upon written request, the Union will be provided with copies of minutes of regular official meetings of the Board. Copies of the official agenda will also be made available to the Union President upon request.

Section 2

Upon written request, the Union will be provided a copy of new or existing Board Policies and Procedures directly affecting the bargaining unit.

Section 3

The Union is permitted up to two (2) representatives, designated by the Local Union President, to jointly participate in the orientation process of new employees. Paid release time, including any necessary travel time, for union representatives shall not exceed two (2) hours each. The subject matter of the Union's presentation will be provided in advance and approved by the Employer.

Section 4

Upon receipt of individual authorization cards, voluntarily executed by the employee, the Employer will deduct contributions to the AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality) Committee from the pay of bargaining unit employees who choose to make such contributions.

ARTICLE 29 LABOR-MANAGEMENT COMMITTEE

Section 1

In the interest of effective communications between the Employer and the Union, the Employer and/or his designees agree to meet at the call of either labor or management with not more than four (4) employee representatives. In addition, one non-employee Union representative and one non-employee representative from leadership may attend Labor-Management Committee meetings.

The purpose of such meetings shall be to discuss items of interest to the parties, including, but not limited to, specific articles of the negotiated agreement.

Either party desiring to schedule a Labor-Management meeting shall submit a written request to the other party at least ten (10) work days in advance of the requested meeting date. One day of each month shall be normally set aside for such meetings, as determined by need and the Employer. The written request shall include an agenda of specific contract articles and an explanation of the issues to be discussed and the names of those representatives who will be attending. One of the above representatives may be substituted for the representative involved in the issues to be discussed according to the agenda.

Employees shall not suffer any loss in regular pay while attending a Labor-Management meeting. Meetings shall be scheduled at a mutually convenient time so as not to interfere with the normal daily operations of the Employer.

Section 2

The Labor-Management Committee may not make any changes in the Agreement. The Labor-Management Committee may, however, jointly interpret and/or clarify the intent of the Agreement.

**ARTICLE 30
HEALTH AND SAFETY**

Section 1

The Board agrees to provide a safe and healthful workplace as required by the State of Ohio.

**ARTICLE 31
BULLETIN BOARDS**

Section 1

The Union may post Union material on the bulletin boards in the Workshop Lounge, the School Staff Lounge, and the Staff Lounge in the Bus Garage, after first providing a copy of the material to the Facility Manager/Department Supervisor.

Section 2

The Facility Manager/Department Supervisor shall reserve the right to remove from the bulletin board any material, which is deemed to be objectionable.

**ARTICLE 32
EVALUATIONS**

Section 1

The Employer shall retain the right and responsibility to evaluate employees and to determine the content of the evaluations. The evaluation procedure is intended to aid employees in the improvement of job performance and to provide the Employer with information which may be used as one of the considerations in determining such matters as employee assignments, reclassifications, promotions to positions of higher salaries, and continued employment.

Section 2

The immediate Supervisor shall normally be the evaluator, unless otherwise designated by the Employer. Affected employees will be notified of any other designation. The completion of the evaluation form shall be the responsibility of the evaluator; however, the evaluator may solicit and utilize input from other administrative or supervisory personnel.

Section 3

Probationary employees shall be evaluated at least twice during the probation period, once on or about the midpoint of the probation and again during the second half of the

probationary period, but not later than ten (10) days prior to the expiration of the probationary period. Additional evaluations based upon performance may be made as necessary prior to the completion of the probationary period. Non-probationary employees shall be evaluated at least once annually.

Section 4

Deficiencies in an employee's performance will be identified through the evaluation and review process along with recommendations and plans for improvement. Succeeding evaluations should reflect improvement or lack of improvement in the identified areas of deficiencies. The identification of deficiencies shall not restrict nor limit the Employer's right to impose disciplinary action.

Section 5

The evaluation shall be jointly reviewed by the evaluator and the employee prior to being placed in the employee's personnel file. The employee shall sign the evaluation to acknowledge that he has read said evaluation. The employee shall have the opportunity to make a written response to said evaluation, which shall be affixed, to said evaluation. The contents of the evaluation shall not be subject to the grievance procedure. Upon request, the employee will be provided a copy of the completed evaluation for their records.

Section 6

Should the Employer decide to change the content of the evaluations during the life of this Agreement, the Employer agrees that any such change shall be criteria related based upon the required job duties of the affected position classifications. Prior to the implementation of any determined change, the Employer will notify the Union of the change and allow the Union the opportunity to provide input.

ARTICLE 33 SUBCONTRACTING

The Board agrees that it will not subcontract work which is normally performed by the bargaining unit except in the following cases: where there are not sufficient qualified bargaining unit employees available; as historically practiced by the Board; in emergency situation or in situations of a short duration; or for economy or efficiency.

In cases of economy and/or efficiency, the Board agrees to meet with the Union and provide the Union with a fair opportunity to demonstrate that the bargaining unit can perform the work at least as economical and/or efficient, in which case the work will not be subcontracted.

The Board further agrees that subcontracting shall not result in the lay-off or abolishment of any existing bargaining unit employee or employee's position.

If the Employer is forced to subcontract due to the lack of qualified and/or certified bargaining unit personnel, the terms of the contract with any outside agency, generally for a period not to exceed one (1) year, must be fulfilled but does not relieve the Employer of making reasonable attempts to recruit/hire qualified employees if practicable and the work is anticipated to continue indefinitely. Issues concerning this paragraph shall be referred to the Labor-Management Committee.

ARTICLE 34 SEVERABILITY

Section 1

This Agreement is subject to all applicable Federal laws and Chapter 4117 of the Ohio Revised Code, and shall be interpreted wherever possible so as to comply fully with such laws, provisions or any official decision interpreting them.

Section 2

Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, 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. In the event any provision herein is so rendered invalid, upon the written request of either party, the parties shall meet within thirty (30) days for the purpose of negotiating an alternative provision on the same subject matter.

ARTICLE 35 APPLICATION OF CIVIL SERVICE LAW

No Section or provision of the Civil Service Laws contained in Ohio Revised Code, Chapter 124, shall apply to employees in the bargaining unit where such provision is addressed by the terms of this Agreement. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit as covered by the terms of this Agreement. In addition, O.R.C. § 124.27 shall have no applicability to this Agreement.

ARTICLE 36 WAIVER IN CASE OF EMERGENCY

Section 1

In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the County Sheriff, the Board or Superintendent, such as acts of God or civil disorder or other catastrophe, the following conditions of this Agreement shall automatically be suspended:

- A. Time limits for Management or the Union's replies on grievances.
- B. All provisions of the Agreement relating to the assignment of all employees.

Section 2

Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievant(s)) had properly progressed.

**ARTICLE 37
DURATION OF AGREEMENT**

Section 1

This Agreement shall be effective as of September 1, 2019, except insofar as that date would grant a retroactive economic benefit to any bargaining-unit member. The Agreement shall remain in full force and effect until August 31, 2022, unless otherwise terminated as provided herein.

Section 2

If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days, not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

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, and that the entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union.

EXECUTIVE IN NILES, OHIO ON THIS 25th DAY OF NOVEMBER, 2019.

FOR:
TRUMBULL COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

FOR:
OHIO COUNCIL 8 AND LOCAL 1992
A.F.S.C.M.E., AFL/CIO



Kevin Reilly, President




Staff Representative

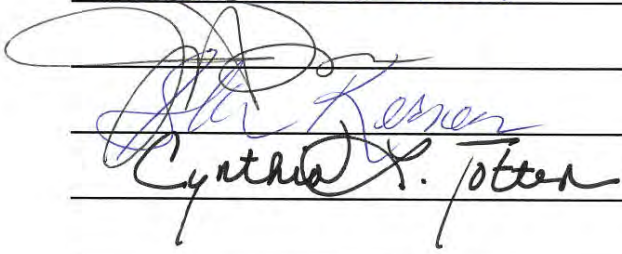


Edward J. Stark, Superintendent




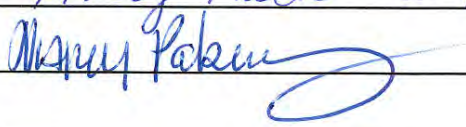
Denver Lovejoy, President, Local 1992





Cynthia S. Jotter



Holly Heikkinen


Mary Pakem

