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**AGREEMENT**

**BETWEEN**

**THE ASHLAND COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

**AND**

**THE ASHLAND COUNTY  
DEVELOPMENTAL DISABILITIES EDUCATION ASSOCIATION/OEA/NEA**

**January 1, 2020 – December 31, 2022**

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## **ARTICLE 1: RECOGNITION**

- 1.1 Recognition Statement. The Ashland County Board of Developmental Disabilities (ACBDD), hereinafter called the "Board" or "Employer," hereby recognizes the Ashland County Developmental Disabilities Education Association, an OEA/NEA affiliate, hereinafter called the "Association," as the sole and exclusive representative for the bargaining unit for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.
  
- 1.2 Bargaining Unit Defined.
  - 1.2.1 The bargaining unit shall include all professional and nonprofessional employees currently employed or to be employed excluding all supervisory, confidential, management level, Service and Support Administrators, seasonal, casual, fiduciary and student employees as defined by Section 4117 of the Ohio Revised Code, and in accordance with the SERB order in case number 90-REP-03-0091, which is set forth in the appendix of this contract.
  
  - 1.2.2 Hereinafter, employee(s) in the defined unit will be referred to as the "employee" or "employees".
  
  - 1.2.3 Any newly created position that falls reasonably within the meaning of Subsection 1.2.1 of this section shall be included in the bargaining unit. Any new position that is subject to dispute shall be submitted to the State Employment Relations Board to determine whether or not it must be included in the bargaining unit.
  
- 1.3 Withdrawal of Recognition. The Board's recognition of the Association as provided for in Section 1.1 shall continue unless and until such recognition is legally withdrawn in accordance with law.

## **ARTICLE 2: ASSOCIATION RIGHTS**

- 2.1 Representation Rights. The Association shall be the sole and exclusive bargaining representative of the bargaining unit. The Association shall collectively bargain with the Employer in accordance with the provisions of this contract and state law. The Association shall also be granted sole and exclusive organizational rights as outlined in this Article.
  
- 2.2 Bulletin Boards. The Association shall be permitted to erect and maintain an Association bulletin board at a location at Dale Roy School to be designated by mutual agreement. Association bulletins and communications of interest to bargaining unit members should be permitted to be posted on this board. This is intended to include communication(s) that is/are germane to the Association

and/or the activities that the Association may be involved with. No derogatory material shall be posted on the Association bulletin board.

- 2.3 Dues Deduction. The Employer agrees to deduct annual Association membership dues in accordance with this Article from the pay of any employees eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The voluntarily signed payroll deduction form must be presented to the Employer by the employee either personally or by inter-office communication or by an employee representative. Upon receipt of the proper authorization, the Employer will deduct Association dues from one payroll check issued each month. Such dues will be remitted to the Association Treasurer within fourteen (14) days from the date of making said deduction.
- 2.4 Hold Harmless. The Association hereby agrees that it will hold the Employer harmless from any claims, actions or proceedings by any employee arising from the Association's use of money obtained through the dues deductions made by the Employer pursuant to this Article. The Employer shall not be responsible for obtaining refunds from the Association once the funds are remitted to the Association and their disposition shall be the sole and exclusive obligation and responsibility of the Association.
- 2.5 Termination of Deductions. Once an employee provides the Employer with a signed, voluntary payroll deduction form (described in Section 2.3 above), such authorization shall continue from year to year unless the employee informs the Employer and Association in writing between August 25 and September 25 that they do not want payroll deduction for the current membership year. In addition to situations in which employees have terminated their dues deduction authorizations in the foregoing manner, the Employer shall be relieved from making employees' "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a position which is not included in the bargaining unit; or (3) layoff.
- 2.6 Insufficient Wages for Deduction. The Employer shall not be obligated to make dues deductions from the pay of any employee who has not received sufficient wages to make all legally required deductions in addition to the deduction of dues.
- 2.7 Errors in Processing. Neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next time that the Association dues deduction would normally be made by deducting the proper amount.

- 2.8 Notification. The Association shall notify the Employer and County Auditor in writing of the amount of dues and of any change in the current dues being deducted. Changes in the amount of dues shall be provided to the Employer and County Auditor thirty (30) calendar days prior to the next payday on which such dues are to be deducted.
- 2.9 Use of Public Address System. The Association President or designee shall be permitted to use the public address system. Use of this system shall be short and professional, and in accordance with normal building procedures. Whenever possible, such announcement will be made during a time when students are not present in the building.
- 2.10 Use of Building Mail. The Association shall be permitted to use the building mail for distribution of Association materials. The Employer will permit each employee the use of a mailbox and will provide mailboxes in the bus garage for use by vehicle operators, van drivers, and bus aides. Regardless of the facility in question, some employees may have to share mailboxes.
- 2.11 Access to Board Agenda. The Association President shall, not later than the day prior to a Board meeting, be provided with the Employer's agenda, approved minutes and the other public documents given to Employer representatives.
- 2.12 Participation at Board Meetings and Staff Meetings. The Association President or designee will be permitted to regularly participate at Board meetings during the public participation section of the meeting and in accordance with current board policy. An Association representative may make announcements at general staff meetings (both building and general staff meetings). Such announcements shall be limited to a maximum of five (5) minutes.
- 2.13 Board Policies. The Association President shall be provided with one electronic copy of all written policies of the Employer.
- 2.14 Bargaining Unit Names and Information. The Employer will provide the Association President with the names, addresses, phone numbers, accurate current classification, and pay assignment of all persons in the bargaining unit. This information will be updated as necessary. The Employer reserves the right to notify employees of the Association President's request and the Employer's disclosure of such information.
- 2.15 Time for Representational Activities. A duly authorized Association representative may transact Association business on the Employer's property before, after or during the regular workday; provided that such business shall not interfere with the assigned duties of employees and does not occur during the employee's student contact time.

The means of communication identified in Sections 2.2, 2.9, 2.10, 2.12, and 2.18 shall constitute the exclusive methods by which the Association is permitted to have access to employees during working time and work areas except as may be otherwise indicated in paragraph 1 above. No representative(s) of the Association shall interfere with, interrupt or disrupt the normal work duties of employees. Investigation and writing grievances shall occur on non-work time. If grievance hearings are scheduled by the Employer during an employee's regular duty hours, the Employee and/or authorized representative shall not suffer any loss of pay while attending the hearing.

It is understood that an employee grievance representative may, during the workday, assist employees with the processing of grievances, and may consult with the Association representatives regarding the contract, provided such activity does not interfere with, disrupt, or interrupt normal operations.

Association official(s)/representative(s) shall be given a total of five (5) working days (five seven-hour work days, or thirty-five hours) during each calendar year for attendance at Association conventions, Association workshops, or for representation of employees during work time with prior approval of the appropriate supervisor. The Association President shall be granted five (5) additional days of release time in order to conduct Association business. The Association shall reimburse the board for the cost of the substitute(s) during the Association president's release time. Use of the above time will be approved when reasonable notice is given to ensure services to students, and when students are not adversely affected.

The Association President or designee shall be permitted to make announcements at general staff meetings or building meetings and may use the public address system for Association announcements subject to usual building procedures.

The Association President shall be granted a reasonable amount of time during any new employee orientation program so as to make a presentation about the Association.

The Association President shall be provided with one (1) copy of all written policies, rules, regulations and procedures of the Employer and any subsequent amendments, and, in addition, copies of this information should be readily available at each building/work site.

- 2.16 Use of Building. The Association may use the school building for Association meetings that do not interfere with other scheduled activities. Notice of such requested use shall be given to the appropriate building administrator as far in advance as possible. Expenses required for custodial services shall be paid by the Association. The Association shall place all furniture, equipment, etc., back into its original location after usage.

- 2.17 Office Machines. ACBDD office machines may be used by the Association, with advance approval and training, so long as such use does not interfere with ACBDD business, and is during non-working hours, but during a time when the office is regularly open. The Association shall pay for supplies used in accordance with usual, customary and reasonable costs provided by the Employer.
- 2.18 Representation of Employees. An employee shall be entitled to Association representation at any meeting with the administration/employer where the employee(s) believe(s) that disciplinary action may be the result of that meeting or where there is concern(s) about critical aspects of their jobs. Upon such request, said meeting shall be reasonably delayed for a period not to exceed forty-eight (48) hours until the representative is in attendance. For the purpose of this section, an "Association Representative" shall mean a building representative, an officer of the Association or such representative as the employee deems necessary.
- 2.19 Employees Purchase of Service Credit through STRS or PERS. The Board shall provide payroll deduction for employee's voluntary purchase of service credit through the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) as permitted by the Ohio Revised Code and as established under the rules for payment by STRS or PERS.

### **ARTICLE 3: BARGAINING PROCEDURE**

- 3.1 Subjects of Bargaining. The subjects of bargaining are controlled by Chapter 4117 of the Ohio Revised Code.
- 3.2 Bargaining Team Composition. The bargaining procedure shall be conducted between representatives of the Board and the Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than three (3) members. Each party represented in the bargaining procedure shall determine who will be its bargaining team representatives, but shall not select members of the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith.
- 3.3 Executive Sessions. All bargaining sessions shall be in executive session, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.
- 3.4 Consultants. Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.



- 3.5 Initiating the Bargaining Procedure. Negotiations for a successor agreement may be initiated by either party in accordance with the procedures set forth in Revised Code Chapter 4117, except that any Notice to Negotiate must be filed not earlier than ninety (90) days nor later than sixty (60) days prior to the expiration of this agreement. The timelines established may be modified by mutual written agreement of the parties. Within five (5) working days following receipt of a Notice to Negotiate, the parties shall determine a mutually acceptable meeting date and time to initiate negotiation of the successor agreement which shall not be later than thirty (30) days after the date of receipt. At the initial meeting, the parties shall designate their bargaining team members.
- 3.6 Location of Meetings. Meetings will be held at a mutually agreed to location.
- 3.7 Dates and Times of Meetings. Sessions will be scheduled by mutual agreement. Each session will continue until the agreed upon ending time, or until an earlier time is determined in good faith by one of the parties.
- 3.8 Requests for Data. All requests for data shall be in writing. The employer is not responsible for the assembly of data which is a matter of public record and which may be directly obtained and compiled by the Association, but will provide documents which are requested and which are public information. This provision is not intended to supersede Section 149.43 of the Ohio Revised Code.
- 3.9 Proposals. All proposals shall be in writing and all written proposals and materials shall be submitted in sufficient quantity to provide copies for each member of the other parties' bargaining team. If a party offers a verbal counter proposal, the other party may require that such proposal be reduced to writing.
- 3.10 Order of Proposals and Counter Proposals. Items for negotiations, together with proposals thereon, shall be presented at the initial bargaining session. No items shall be added after the initial session unless mutually agreed to by both parties.
- 3.11 Meeting Notes. No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.
- 3.12 Caucus. Either bargaining team may call for a caucus during a bargaining session.
- 3.13 News Media. It is agreed that during the negotiating period, neither party shall issue a statement to the news media. If during the negotiations, press releases should become necessary, the content must be mutually agreed upon or no release will be made. It is understood that following the release of a fact finder's recommendation, either party is free to make unilateral releases.



3.14 Tentative Agreement Procedure. As items are discussed and agreement reached, said items shall be reduced to writing and initialed by the spokesperson of each team. This shall denote tentative agreement only.

3.15 Agreement. Preparing issues for presentation to the Association and the Board for approval:

Final tentative agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the Association for approval, and all of the Association's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval. Upon approval by the bargaining unit represented by the Association, the final tentative agreement shall be submitted to the Board for approval and all of the Board's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval.

Once the issues have been approved by the Association they shall be submitted to the Board as a total package for approval at its next regular or special Board meeting, but not later than thirty (30) calendar days from the date of receipt of notification that the package has been ratified by the Association. Within this thirty (30) calendar day period, the Board shall also submit the agreement for fiscal approval by the County Commissioners in accordance with Section 4117.10 of the Ohio Revised Code.

Upon ratification, the authorized bargaining committees (including the Superintendent) will meet within ten (10) days to execute the agreement by affixing their signatures.

3.16 Mediation. If the parties are unable to reach agreement after a reasonable period of negotiations, the parties may jointly prepare a request for the assistance of a mediator from the Federal Mediation and Conciliation Service. Mediation shall be on all issues on which tentative agreement has not been reached by the parties. The parties agree that the mediation procedure contained in this section is the sole and exclusive dispute settlement procedure desired by the parties and shall supersede all other dispute settlement procedures set forth in O.R.C. 4117.

3.17 The parties may mutually agree to alternate negotiations procedures (*i.e.*, Interest Based Bargaining, etc.).

#### **ARTICLE 4: GRIEVANCE PROCEDURE**

4.1 Purpose. The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

## 4.2 Definitions.

- 4.2.1 "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the Labor Agreement that exists between the Employer and the Association.
- 4.2.2 "Class action grievance" shall be a grievance that affects more than one member in the bargaining unit.
- 4.2.3 "Grievant" shall mean the Association or employee(s) initiating a grievance.
- 4.2.4 "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
- 4.2.5 "Days" shall mean weekdays (Monday through Friday) except that calamity day(s), holiday(s), and total program shut down periods shall not be counted.

## 4.3 Rights of the Grievant and the Association

- 4.3.1 The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- 4.3.2 The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
- 4.3.3 Grievance forms shall be exhibited in the appendix of this Contract and it shall be the exclusive right of the Association to issue forms to an employee(s) (see Appendix C).
- 4.3.4 The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- 4.3.5 The Association shall receive copies of all communications in the processing of grievances.

## 4.4 Time Limits

- 4.4.1 The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.
- 4.4.2 A grievance shall be filed within thirty (30) days of the act or the grievant's awareness of the act on which the grievance is based.

4.4.3 Failure of the grievant to comply with time lines shall be cause for the grievance to be dismissed and shall be considered resolved in accordance with the most recent disposition submitted by the Employer.

4.4.4 Failure of the Employer, or its agent(s), to comply with the time lines shall result in the grievance proceeding to the next step in this process.

#### 4.5 Grievance Procedure

##### 4.5.1 Informal Step

Prior to initiating the formal grievance procedures in Sections 4.5.2, 4.5.3 and 4.5.4, the Grievant shall discuss the claimed grievance with the affected employee's immediate supervisor within the time limits of Section 4.4.2. During the discussion at the Informal Step, the Grievant shall notify the affected employee's immediate supervisor that this is a discussion of a claimed grievance; explain the facts and circumstances believed to form the basis of the claimed grievance; and identify the alleged violation, misinterpretation, or misapplication of an express term of this Agreement at issue in the claimed grievance. Both parties shall work to resolve the claimed grievance through a verbal discussion. If the claimed grievance is not resolved during the Informal Step, the Grievant may then proceed to Step One in Section 4.5.2 by filing a written grievance with the affected employee's immediate supervisor within the time limits of Section 4.4.2.

##### 4.5.2 Step One:

The appropriate supervisor shall arrange and hold a meeting within ten (10) days of receipt of the grievance. When the appropriate supervisor is other than the employee's immediate supervisor such immediate supervisor shall be provided with a copy of the written grievance at the time it is filed. The Association, grievant, and Employer/designee may present evidence to sustain their positions.

Within ten (10) days of the conclusion of the meeting, the appropriate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, or if no response was given within the ten (10) day timeline, the Association may file a written appeal to proceed to Step Two of this procedure within ten (10) days of the date the written response was received by the Association or the grievant, whichever is earlier, or if no response was received, no later than twenty (20) days after the date of the Step One meeting.

#### 4.5.3 Step Two:

Within ten (10) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a meeting in the same manner and for the same purpose as set forth in Step One.

Within ten (10) days after the meeting, the Superintendent or his/her designee, shall provide a written response to the Association and grievant.

#### 4.5.4 Step Three:

Within ten (10) days of receipt of the Step Two response, or within twenty (20) days after the meeting is held at Step Two if the Step Two supervisor fails to file a timely response, the Association shall notify the Superintendent of its intent to proceed to arbitration. Such notification may be mailed by certified mail, return receipt requested, or hand delivered, receipt signed by the Superintendent or his/her designee.

Either party may request that the grievance be processed through the Expedited Labor Arbitration Rules of the American Arbitration Association. Should this option be exercised by mutual agreement, such rules would be adhered to for the selection of an arbitrator as well as the arbitration proceedings.

### 4.6 Arbitration

#### 4.6.1 Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association or in the case of Expedited Arbitration, the Streamlined Labor Arbitration Rules or the Expedited Labor Arbitration Rules.

#### 4.6.2 Authority of the Arbitrator

The arbitrator shall conduct an impartial hearing on the grievance, hearing testimony and evidence from the parties, unless the parties mutually agree to submit their dispute by written stipulations, if any, and brief(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to

determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Association.

The question of arbitrability may be raised and shall be determined by the selected arbitrator. Such arbitrator's decision on the question of arbitrability shall likewise be final and binding on all parties to the grievance. When arbitrability is to be raised by a party to the grievance, the other party(ies) shall be given written notification which shall include the specification(s) of that party's position regarding arbitrability. Such notice shall be received by the other party no later than fifteen (15) days after arbitration has been requested. Failure to provide such written notice and specifications shall make any subsequent claim regarding arbitrability null and void.

If the question of arbitrability is raised in accordance with the provisions of this section, the arbitrator will rule on this issue prior to hearing the merits of the grievance. If it is determined that the issue is arbitrable, the same arbitrator shall hear the grievance on its merit immediately following the decision on arbitrability.

#### 4.6.3 Costs of Arbitration

The costs for the arbitrator and the hearing room shall be paid by the losing party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

#### 4.7 Miscellaneous

4.7.1 All communications, regarding grievances, shall be reduced to writing and hand delivered or mailed by certified mail, return receipt requested. Each party shall provide the other with copies of all communications. All such submissions including the initial written grievance, must be submitted during normal work hours (between 8:00 a.m. and 4:00 p.m.).

4.7.2 Receipt by the Employer of any communications or grievances shall be construed to be the delivery date and time to the appropriate supervisor's office, provided a receipt is obtained.

4.7.3 Receipt by the Association of any communications shall be construed to be the delivery date to the designated office of the Association, or the Association President, provided a receipt is obtained.

- 4.7.4 Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 4.7.5 A designated employee representative and all necessary witnesses shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- 4.7.6 No reprisals or recriminations shall be taken against any employee(s) who files or takes part in a grievance.
- 4.7.7 A grievance may be withdrawn in writing by the Association or settled in writing with the Employer at any time with or without prejudice. Such withdrawal or settlement does not establish a precedent nor does it prejudice either party.
- 4.7.8 The parties may agree to bypass the Informal Step, Step One and/or Step Two of the grievance procedure provided there is mutual agreement to do so, and such agreement is committed to writing within the time limits of Section 4.4.2.
- 4.7.9 If the grievant is the President of the Association, another member of the Association or an Association representative will be present throughout the grievance procedure. The President of the Association shall have the ability to select who will attend any and all grievance meetings and hearings, in which the President of the Association is a grievant.

## **ARTICLE 5: ABSENCES AND LEAVES**

### **5.1 Sick Leave**

- 5.1.1 Eligibility and Accrual. Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths hours with pay.

All employees shall accrue sick leave based upon hours in active pay status. Non-pay hours and days and hours or days on seasonal break shall not be used as a basis for accumulating sick leave.

- 5.1.2 Utilization. An employee(s) may use sick leave for absence due to the employee's, or his/her immediate family member's medical, dental or optical examination or treatment, personal illness, pregnancy, or injury. In addition, an employee may use sick leave if the employee has been exposed to a contagious disease, such that the presence of the employee at his job would jeopardize the health of the employee's fellow workers

and/or students. Employees may use sick leave in the event of a death in the employee's immediate family.

- 5.1.2.1 When sick leave is used, it shall be deducted from the employee's credit on the basis of one quarter (1/4) hour for every fifteen (15) minutes of absence from previously scheduled work.
- 5.1.2.2 The Employer shall require employees to complete and sign a sick leave form or electronic equivalent provided by the Board, within a reasonable time period, upon return from leave, but such time period shall not exceed three (3) working days. An employee shall make every effort to report no later than one (1) hour prior to his/her reporting time notifying his/her immediate supervisor of his/her absence and shall make periodic contact with his/her immediate supervisor during long-term absences unless the term of the leave has been communicated previously. The employee will make every effort to notify his/her immediate supervisor of his/her intent to return to work no later than 3:00 p.m. on the day prior to returning to work. Failure to report to work or adhere to the timelines and requirements as set forth in this Article may result in disciplinary action.
- 5.1.2.3 If an employee or a member of his/her immediate family requires medical attention, the employee may be required to submit a written certificate from a licensed medical practitioner. Sick leave requests for two (2) or more workdays may, at the Employer's discretion, require the written certificate of a licensed medical practitioner. In addition, the Employer may request medical documentation where there is a pattern or trend suggesting the possibility of sick leave abuse or such other information relating to the possibility of sick leave abuse. The Employer may request a second medical opinion where review of medical documentation or such factors suggest the possibility of sick leave abuse. Falsification of a physician's certificate or sick leave abuse will be grounds for corrective action, including discharge, without progressive discipline.
- 5.1.2.4 Only after an employee exhausts all of his/her sick leave, personal leave and vacation leave time provided for in this Agreement, but does not require the long term leave or leaves available as specified in other sections of this Agreement, the Superintendent may grant the employee unpaid sick leave on an as needed basis, up to a maximum period of one year. Continuous service for seniority purposes is not broken by use of either paid or unpaid sick leave.



- 5.1.2.5 For the purposes of Article 5 of this Agreement, "immediate family" is defined as: spouse, legal guardian, children, ward, father, mother, brother, sister, current in-laws, aunts, uncles, nieces, nephews, grandparents, and grandchildren. However, the Superintendent, in his/her sole discretion, may approve other relationships under the definition of "immediate family" in accordance with this provision.
- 5.1.2.6 An employee in his/her first year of employment with the Board may request and obtain the advancement of up to five (5) days of sick leave for use during his/her first year of employment provided the employee has exhausted any and all accrued and earned paid leave to date; such leave shall be provided in one (1) day increments; and such sick leave is immediately repaid by the employee as additional sick leave is accrued.
- 5.1.2.7 An employee after his/her first year of employment with the Board may request and obtain the advancement of up to five (5) days of sick leave provided the employee has exhausted any and all accrued and earned paid leave to date; such leave advancement may only be requested one time for a single event requiring the use of sick leave; such leave shall be provided in one (1) day increments; and such sick leave is immediately repaid by the employee as additional sick leave is accrued.
- 5.1.3 The previously accumulated sick leave for an employee who has been separated from the public service shall be placed to his credit upon his reemployment in the public service, provided that such reemployment takes place within ten years of the date which the employee was last separated from public service. An employee who has transferred from another Ohio public employer shall be credited with unused balance of his/her accumulated sick leave up to a maximum of five hundred (500) hours.
- 5.1.4 Sick Leave Bank.
  - 5.1.4.1 The Sick Leave Bank ("Bank") is for the express purpose of providing additional sick leave days to those employees who have suffered from a major physical or mental illness (*i.e.*, heart attack, stroke, cancer, etc.) or serious accident that prohibits them from returning to work and performing their normal job responsibilities.
  - 5.1.4.2 The Bank shall be implemented based on the following provisions:

1. Each bargaining unit member and management employee shall have the option of becoming a member of the Bank by contributing one (1) day of his/her accumulated sick leave to the Bank each year, during the month of September. Once a sick leave day has been contributed to the Bank, the member may not withdraw the day.
2. If at any time the Bank contains less than thirty (30) accrued days, the Sick Leave Bank Committee ("Committee") may choose to reopen the Bank for contributions. Only those employees who contribute during the "re-opened" period will remain members of the Bank. Any employee not contributing days during the annual contribution period or the "re-opened" period shall forfeit his/her membership in the Bank.
3. A new employee of the Board must notify the Committee, within fifteen (15) days after initial employment that he/she will contribute his/her first sick leave day to the Bank in order to become a member. If the new employee transfers sick leave days into ACBDD, upon employment, a day shall be subtracted from that accumulation if the employee chooses to be a member of the Sick Leave Bank.
4. The Committee shall be comprised of two (2) Association members appointed by the Association President and one (1) member appointed by the Superintendent.
5. The Committee shall elect a chairperson and shall develop rules for the operation of the Committee and adhere to the specific provisions of this Article.
6. The Committee may award a maximum of fifteen (15) sick days to a member who submits his/her initial application if he/she meets the Committee's qualifications for eligibility.
7. A member who has been awarded the initial fifteen (15) days may apply to the Bank for a maximum of an additional fifteen (15) days when it is reasonably apparent that he/she will not be able to return to work at the expiration of the initial fifteen (15) day period awarded.
8. If an employee/member is disabled to the extent that he/she could possibly be approved for Disability Retirement under one of the State of Ohio's retirement plans (disability for

duration of at least 12 months), the employee must apply for disability retirement. If the employee is not approved for retirement disability, he/she may then apply and possibly be awarded sick leave days under the provisions of the Bank.

9. A member of the Bank may only apply to the Bank for sick leave days after he/she has used all of his/her accumulated sick leave days, personal leave days and vacation days.
  10. A member applying to the Bank for sick leave days shall be required to provide the Committee with medical certification from a licensed physician attesting that the member's medical condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recuperation/recovery time. The Committee, at its discretion, may require a second medical opinion.
  11. The decision of the Committee regarding the approval or disapproval of applications for sick leave days from the Bank, shall be a final decision and shall not be appealable through any internal process or external legal proceeding.
  12. Routine or elective medical procedures (or procedures including surgery which can be performed during a time period where it would not impact on employment time) shall not be reasons for the Committee to approve sick leave days under this plan.
  13. The sick leave day(s) contributed to this Bank shall continue to accrue from year to year until such time as the day(s) are awarded by the Committee.
  14. The Committee will convene within three (3) work days of receipt of an application from a member requesting sick leave days from the Bank. If adequate information and medical certification is provided, the Committee will make its decision within 24 hours after reviewing the application.
- 5.1.5 Non-workplace Impairments. Any employee with a non-work related mental or physical incapacity or impairment (e.g., broken arm, broken leg, mobility or ambulatory limitation, concussion, exposure to communicable disease, surgery, etc.) shall not return to work or be on the premises unless given explicit written permission by the Superintendent until such time that the employee's health care provider completes the return to work form attached to the Agreement at Appendix G-1 after reviewing the employee's job description and essential functions and certifying that the

employee is capable of performing all of the duties required by the job description and essential functions. All other terms and conditions contained in Appendix G-1 are equally binding upon the parties.

## 5.2 Personal Leave.

5.2.1 Full-time and Part-time Employees. The Employer shall grant full-time nine-month employees a maximum of three (3) days of unrestricted personal leave per calendar year. In addition, the Employer shall grant each full-time twelve-month employee a maximum of four (4) days of unrestricted personal leave per calendar year. Further, the Employer shall grant part-time employees a maximum of two (2) days of unrestricted personal leave per calendar year. These personal days will be placed to the employee's credit on the first day of each calendar year. One (1) day of an employee's personal leave can be used in one-half (1/2) day increments each calendar year. Such one-half (1/2) day usage can be for the first half of the day or last half of the day only (not midday). The other personal leave days cannot be taken in increments of less than one (1) day except for those employees in the transportation department (vehicle operators, van drivers, and bus aides) who may take all their personal leave days in one-half (1/2) day increments. An employee may use personal leave for such purposes as the employee, in his/her discretion, wishes so long as the employee's activities during such leave do not violate any provision of this Agreement. Probationary employees may only utilize personal leave after completion of thirty (30) days of work for the Board.

No more than two (2) employees in the same department will be eligible to take leave at the same time excluding shut down times for vehicle operators, van drivers, and bus aides. For this section only, a department shall be defined as (1) vehicle operators/van drivers, (2) bus aides, (3) instructors, (4) instructor assistants, (5) food services, and (6) secretaries.

Requests for leaves shall be granted on a first come first served basis. In determining the number of employees permitted to be on leave at any one time under this provision, employees in reassigned positions, covering for an employee on leave, shall not be counted in the maximum numbers allotted above.

5.2.2 Intermittent Employees. Intermittent employees are not eligible for personal leave.

5.2.3 Approval. Employees who are entitled to use personal leave must give their immediate supervisor three (3) calendar days of notice of their intention to use a personal day, by using the standard leave form. In situations reasonably deemed by the supervisor to be emergencies, the

Superintendent shall approve personal leave after an employee has taken such leave.

5.2.4 Not Accumulated. Unused personal leave days shall automatically transfer to the employee's sick leave accumulation on January 1 of the next following calendar year unless such employee opts to invoke the alternative provisions under Article 5.2.5.

5.2.5 Employees who do not use some or all of their personal leave days during a calendar year may opt to transfer such days to their accumulated sick leave as permitted under Article 5.2.4 or may receive partial payment and accumulate such days in accordance with the following procedure.

An Employee may surrender one or more unused personal days and elect to receive payment in an amount equal to one half of the value of each unused personal leave day at the individual Employee's *per diem* rate of pay. The payment for each surrendered unused personal day shall not exceed \$75.00 and shall be made annually in January. The other half of each surrendered unused personal day shall be deposited in the Employee's Personal Leave Bank, which may accumulate up to a maximum of 20 days. When the Employee retires under his/her state retirement system, s/he shall be paid, at his/her *per diem* rate of pay then in effect, for each such accumulated personal leave day. Said payment shall be made within 30 days after the Employee's retirement date. The Employee must submit his/her request to surrender unused personal leave to the Superintendent no later than December 15 of each year. Any Employee not submitting such request shall automatically have his/her unused personal leave day(s) transferred into accumulated sick leave in accordance with Section 5.2.4 of this Article.

5.3 Vacation Leave. For the purposes of this agreement, issues concerning vacation leave shall be determined in accordance with applicable law, except as may be otherwise indicated below.

#### 5.3.1 Vacation Time for Part-Time Members

Part-time employees are entitled to vacation leave on a pro-rata basis.

5.3.2 Vacation is credited each biweekly pay period at the rate of 3.1 hours per pay period for those entitled to 80 hours of vacation per year, at 4.6 hours for those entitled to 120 hours per year, at 6.2 hours for those entitled to 160 hours per year, and at 7.7 hours for those entitled to 200 hours per year. (See Appendix F.)

Vacation time for part-time employees is credited each biweekly period during which work was performed and shall be credited on a pro-rated basis of the schedule indicated above, *i.e.*, 40 hours worked during

biweekly period and the member has one (1) year of employment but less than eight (8) years of employment would entitle the employee to 1/2 of 3.1 hours or 1.55 hours of credited vacation time, etc.

5.3.3 Day(s) designated as holidays or emergency days declared by the governor or calamity days are not charged to vacation leave regardless of the day of the week on which they occur.

#### 5.3.4 Request and Approval

5.3.4.1 All vacation time must be requested at least seven (7) calendar days in advance of use. However, in emergency situations, vacation time may be granted at the employee's supervisor's discretion with less than the seven (7) calendar day advance request. This exception can only occur up to two (2) times per calendar year. Vacation leave will be granted on a first request basis and will normally conform to program operation schedules.

5.3.4.2 Vacation leave shall be requested in writing on the request form provided by the Board.

#### 5.4 Court Leave

5.4.1 Jury Duty. Court leave with pay shall be granted to employees summoned for jury duty during normal working hours by federal, state, or any other court of competent jurisdiction.

5.4.2 Subpoena. Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses during normal working hours where the employee is not a party to the action.

5.4.3 BWC Hearings. An employee who is the claimant before the Bureau of Workers' Compensation for a Board-related claim, and who is scheduled to work at the time of the scheduled hearing or examination, shall be granted leave with pay for purposes of attending such hearing or examination during normal working hours.

5.4.4 Reimbursement. Any compensation received, less parking expense with a receipt, related to jury duty or for court attendance compelled by subpoena must be submitted to the Superintendent when such duty was performed during normal working hours.

5.4.5 Personal Court Appearance. An employee who is appearing before a court or other authorized body in which he/she is a party to the action, except as set forth in Section 5.4.3 above, may request to use accrued vacation time or personal days.



## 5.5 Military Leave

5.5.1 Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year.

Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous time period in order for employees to be entitled to payment under this section. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those military components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the year (31 days). The leave will cover the official period of the emergency.

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

5.5.3 An employee who reenlists while on active duty, or an employee who is a commissioned officer and voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

5.5.4 A veteran separated or discharged from the Armed Forces under honorable conditions must make application for reemployment to his or her former position with the Employer within ninety (90) days from the date of release from service; or within ninety (90) days after release from hospitalization due to in-service (military service) injury or illness which has not exceeded a period of more than one year. The following procedures apply:

5.5.4.1 Reinstatement must be accomplished within thirty (30) days after application is received by the appointing authority.



- 5.5.4.2 A photo static copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.
- 5.5.4.3 The veteran must be physically qualified to perform the duties of the position (so long as the Employer provides reasonable accommodation of the veteran's handicap, as required by controlling federal and state law). Where a disability sustained in the military service precludes the veteran's restoration to his or her original position, the Employer shall place the veteran in a position of like status and pay, compatible with the veteran's physical condition, so long as such a position is available.
- 5.5.4.4 The reinstated veteran is entitled to the following salary benefits or other advancement accruing during military absence to the position he or she held and returns to:
  - 5.5.4.4.1 Sick Leave. The employee is entitled to that amount of accumulated sick leave that he or she had accumulated at the time of entering military service.
  - 5.5.4.4.2 Vacation Leave. Time spent by the employee on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave.
  - 5.5.4.4.3 Any change in classification or pay range that would have accrued to the position if the employee had been on the job, unless this change is contingent upon the acquisition of training, certification, or other qualification that the returning employee does not possess. In such case the veteran will be given a reasonable period of time in which to acquire the training, certification, or other qualification(s), and when the requirements are met, will be granted the change.

5.6 Assault Leave. Each employee who becomes unable to perform his/her job duties as the result of a bodily injury inflicted by a youth or student in the facilities of the Employer during such time as the employee is lawfully carrying out the assigned duties of his/her position may take leave without net loss of pay for a period not to exceed twelve (12) working days beginning at the time of the assault. No deduction shall be made from the employee's sick leave while the individual is covered under this article.

An employee shall make written application for assault leave. In the event that incapacity prevents an employee from doing so before taking time off work, the employee must file a written application to have his/her leave treated as assault

leave after the fact. In any case, the Employer reserves the right to require an employee applying for assault leave to provide the Employer with a physician's statement indicating that the employee suffered a bodily injury caused or aggravated by the assault, which will cause (or which did cause) the employee to be unable to work. It shall be the obligation of the employee to receive necessary medical treatment and to return to active work status at the earliest time permitted by his attending physician.

It is fully understood that a bargaining unit member assaulted while performing contractual duties related to his/her employment has a right to seek Workers' Compensation benefits.

## 5.7 Unpaid Leaves of Absence

5.7.1 Personal reasons. At the discretion of the Superintendent, a long-term unpaid leave of absence may be granted to an employee once during the term of the Agreement for a maximum duration of one (1) year for personal reasons. For a leave of less than 30 calendar days under this provision, the employee shall continue the same healthcare benefits provided by the Agreement. For a leave of 30 calendar days or more under this provision, the employee has the right to continue insurance coverage pursuant to Section 5.7.5.1 of the Agreement.

5.7.1.1 In addition to the long-term unpaid leave of absence available under Article 5.7.1, an employee, at the discretion of the Superintendent, may be granted a short-term unpaid leave for a maximum of two (2) workdays per calendar year for personal reasons. In addition, an employee who is not eligible to earn vacation leave may, at the discretion of the Superintendent, be granted up to two (2) more days of unpaid leave per calendar year for personal reasons. For purposes of calculating leave under this provision, leave of less than a full workday shall be considered one workday. For purposes of calculating compensation under this provision, an employee taking an unpaid leave shall be docked pay for only the portion of the day taken off. The employee must request this leave at least three (3) calendar days in advance of use. However, in situations reasonably deemed by the Superintendent/designee to be emergencies such leave may be approved with less than the three (3) days' notice. Any employee, who requests and is approved for this leave, shall pay the cost of the substitute used in place of the employee on leave. The maximum cost paid for a substitute by the regular employee who is on leave shall not exceed the regular employee's per diem salary/hourly rate. Such pay shall be deducted from the regular employee's paycheck on the next pay date following his/her unpaid leave of absence.

5.7.2 Educational reasons. Leave may be granted upon the request of the employee for a maximum period of one (1) year for purposes of education, training or specialized experience which would be of benefit to the service by improved performance at any level, or for voluntary service in any governmentally sponsored program of public benefit. An additional year may be granted upon request.

5.7.3 Parental leave. An employee who becomes a parent shall, upon request, be granted parental leave of absence without pay for a period of time requested by the employee not to exceed one (1) year. Parental leave may be extended by the Employer, upon request of the employee, for a period not to exceed one (1) additional year.

5.7.4 Disability.

5.7.4.1 Voluntary Classification Reduction. When an employee becomes unable to fully perform any of the substantial duties of his or her position, but is still able to fully perform all of the substantial duties of a vacant, lower level position, he or she may voluntarily request or the Employer may recommend reduction to the lower position. Such request or recommendation shall be made in writing stating the reasons for the request. When reduction is by request of an employee, such request shall be granted. Such employee shall not suffer harm by said reduction (but shall be placed in the appropriate step of the salary schedule for the lower level position).

5.7.4.2 Personal Disability Leave. An incapacitated employee for whom voluntary reduction is impracticable or unavailable, may request up to one (1) year of unpaid disability leave. Such leave shall be granted if he or she can present medical or other professional evidence to reasonably establish that a disability exists. Such request must be submitted in writing to the Superintendent through the immediate supervisor with a copy of a physician's statement attached.

5.7.4.3 Disability Separation Procedure. A disability separation shall be granted when an employee has utilized the personal disability leave specified in Section 5.7.4.2 above and is:

5.7.4.3.1 unable to return to and fully perform the duties of his/her assigned job; or

5.7.4.3.2 hospitalized or institutionalized, or on a period of convalescence following hospitalization or

institutionalization as authorized by a physician at the hospital or institution; or

- 5.7.4.3.3 declared physically incapable of fully performing any of the duties of his or her position by a licensed physician designated by the Superintendent and is mutually acceptable to the employee. If the Superintendent designates a physician other than the employee's own physician, the Employer will pay the cost of any required examination to the extent that such examination cost is not reimbursed by insurance.

An appointment made to fill a position made vacant by Disability Separation will be made on an interim basis, and such employee should be notified of its interim nature. A replacement employee in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave, but may be considered for the other vacancies existing at that time.

- 5.7.4.4 Reinstatement Procedure. Reinstatement rights following Disability Separation or reduction extend for a total of three and one-half (3 1/2) years from the effective date of the leave for the disabling conditions (e.g., one [1] year disability leave and two and one-half [2 1/2] years of Disability Separation). Such employee is to be reinstated to the same position within thirty (30) days after making written application and submitting medical certification indicating approval to return to work and perform the duties of the position. If the examination is conducted by a physician designated by the Superintendent and mutually acceptable to the employee, the costs of such examination shall be paid by the Employer. Reinstatement shall be without loss of rights or benefits [provided by law or this agreement]. If continuing disability precludes reinstatement, the employee may apply to PERS or STRS for Disability Retirement and if eligible for disability retirement will be separated from service effective as of the first day of the disability retirement.

- 5.7.4.5 Law Prevails. This section is not intended to modify nor supersede any provision(s), rights, or benefits that may be applicable through any public employee(s) retirement system of the State of Ohio.

#### 5.7.5 Conditions Related to Leaves of Absence.

##### 5.7.5.1 Status While on Unpaid Leave.

An employee while on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on

authorized leave of absence, although unpaid, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where the longevity is a factor. For all unpaid leaves, the employee has a right to any or all insurance coverage by paying the group premium rate plus a minimal administrative charge for the duration of the leave.

#### 5.7.5.2 Return to Duty from Leave.

5.7.5.2.1 Upon completion of a leave of absence, of more than one (1) year the employee is to be returned to the position which he/she formerly occupied, or to a similar position within the same classification.

5.7.5.2.2 An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without explanation to the appointing authority, or his representative, may be removed from his/her position.

5.7.5.2.3 If an employee uses all of his/her personal leave, sick leave and vacation leave time and does not report to work and/or doesn't request unpaid leave for an absence he/she may be disciplined for an unexcused absence.

#### 5.8 Training and Educational Leave. Employees shall be entitled to training and educational leave without loss of pay each year.

5.8.1 Each full-time employee shall be provided up to a maximum of three (3) days of leave. Each part-time employee shall be provided up to a maximum of two (2) days of leave. Leave shall be used upon approval of the Superintendent for the purpose of attending conferences, workshops, seminars, and for observation in other programs or facilities to encourage betterment of the program and/or improvement of performance. Further, employees can use professional days in order to attend CPR and First Aid training on an individual basis. Days in this section shall mean the hours usually worked on such days and the corresponding pay.

5.8.2 The employee shall apply to the Supervisor at least five (5) workdays in advance of the leave date(s). When leave is approved by the Superintendent/designee, the reimbursement allocations stated below shall be applicable.

#### 5.8.3 Reimbursement Allocations.

5.8.3.1 Lodging: Up to three (3) calendar days (receipt required) at a maximum of seventy-five dollars (\$75.00) per day unless a higher rate is approved in advance by the Superintendent.

5.8.3.2 Meals: Five dollars (\$5.00) for breakfast, ten dollars (\$10.00) for lunch, and ten dollars (\$10.00) for dinner. There shall be no reimbursement for sales tax or tips.

5.8.3.3 Mileage. Applicable IRS rate.

5.8.3.3.1 May substitute receipted air or surface transportation bills within limit.

5.8.3.4 Registration fee (receipt required).

5.8.3.5 Miscellaneous expenses (with receipts).

5.9 The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993 and ACBDD Policy.

The Family and Medical Leave Act of 1993 shall not diminish the leave rights and benefits under this agreement where it provides greater rights and benefits than the FMLA. To the extent that the FMLA mandates leave rights and benefits in excess of those provided in this agreement, those excess leave rights and benefits shall be accorded to employees eligible therefore under the Act and regulations issued pursuant to it. Each party shall retain all rights accorded to them by the FMLA.

The method for calculating the year under FMLA shall be through the rolling twelve (12) month period measured backward from the date the leave commences.

5.10 Accounting for Leave. An employee who is absent or who takes, or proposes to take, any leave as provided for in this article must sign and forward the approved leave form provided by the Board to the Superintendent or his/her designee.

The employer shall provide to each employee, no later than the day of the second pay of each month, a statement of the employee's accumulation of sick leave, personal leave and vacation leave, which shall be accurate through the last day of the preceding month.

## **ARTICLE 6: SCHEDULING AND HOURS OF WORK**

6.1 Intent. This article defines the normal hours of work per day/week, rules governing overtime, holidays, job responsibilities, and other conditions of employment.

## 6.2 Definitions.

6.2.1 Work Schedules are defined as an employee's regularly assigned hours of the day and days of the week, and shift assignments (if any).

6.2.2 The regular workweek for all full-time and part-time employees shall be Monday through Friday except for weekend assignments (if any) that occur with the consent of the employee(s) unless otherwise stated herein.

## 6.3 Work Schedules. Following are the Work Schedules for the various classifications that are a part of the Association's bargaining unit.

New work year for "School Year" Employees. In addition to the work specified in Article 6 of the contract, there shall be one (1) additional workday (mandatory all staff in-service day) for all "School Year" employees with prorated additional compensation. Also, there shall be one (1) day for preparation for all 9-month school staff (voluntary at employee's discretion) with prorated additional compensation.

6.3.1 Intervention Specialists (Instructors), Speech Language Pathologists (Instructors), Adaptive Physical Education (Instructors), Instructor Assistants and any other similar professional or service bargaining unit positions.

6.3.1.1 In addition to the workdays provided under 6.3.2.5, the work year for the above stated classifications shall be one hundred ninety-two (192) days in each program year (July 1 through June 30).

Such days shall include the following:

- One hundred seventy-eight (178) days with students in attendance in each program year (July 1 through June 30).
- Five (5) additional days when students are not in attendance comprised of 1 day for orientation (first workday prior to start of student program year), 1 record-keeping day (last day of responsibility for program year), and a total of three (3) days of parent-teacher conferences (1-2 days) and in-service training (1-2 days).
- 9 Holidays (not scheduled to work)

6.3.1.2 The workday shall be 8:15 a.m.–3:15 p.m. on each scheduled workday. The workweek shall be Monday through Friday except that such employees shall be permitted to leave at 2:45 p.m. or as



soon as the buses have departed on days that immediately precede a holiday or holiday/shutdown period provided that the employee's time-sensitive duties are completed prior to the employee's early departure. Any employee entitled to this early release time (one-half (1/2) hour) cannot use such time to reduce his/her work day for purposes of charging vacation, sick leave, unpaid leave, etc. Any employee who receives this one-half (1/2) hour of early release time shall adhere to the aforementioned provision.

- 6.3.1.3 Employees in this classification are considered to be salaried and shall be compensated in accordance with the Fair Labor Standards Act. When the Employer requires the employee to attend meetings or perform other work on days not set forth in Section 6.3.1.1, or at times not provided for in Section 6.3.1.2, the employees shall be paid in accordance with the requirements of the Fair Labor Standards Act.
- 6.3.1.4 The Board will provide substitute classroom coverage during the school day for Intervention Specialists of school-aged children, provided that the Intervention Specialist remains in the school building to complete the necessary work associated with current alternate assessment requirements. The Board will provide a minimum of 2 full school days of substitute coverage for each Intervention Specialist who is responsible for work associated with current alternate assessment requirements. Intervention Specialists performing work associated with current alternate assessment requirements may request additional substitute coverage from the Board's Director of Education.
- 6.3.1.5 Notwithstanding Section 6.3.2.3, instructional employees shall be eligible for early release time in an amount not to exceed the actual time spent in approved/scheduled meetings (for example, IEPs, ETRs, staff meetings and LPDC meetings) outside of the regular work day provided however that an instructional employee is tracking and regularly reporting his/her such eligible early release time to the Director of Education and the early release time is: used (a) during the same year in which it is earned; (b) with the prior approval of the Director of Education; and (c) in increments up to 30 minutes. Early release time not used during the school year in which it is earned shall not carry forward to the subsequent year.
- 6.3.1.6 To accommodate parent scheduling needs which may require conferences outside of the regular workday, instructional employees shall be afforded either a flexible workday for up to a

total of seven (7) hours per parent-teacher conference day with prior notice to the Director of Education or, in lieu of a flexible work day, early release time of up to one (1) hour under 6.3.1.5 per parent-teacher conference provided this early release time is used during the same school year.

6.3.2 Speech-Language Pathologists, APE Instructors, and Intervention Specialists, Instructors Assistants, Developmental Specialist, Nurse (RN), Job Trainer, Program Secretary, Administrative Assistant, Custodial/Maintenance, Custodial Assistant, and any other similar professional or service bargaining unit positions.

6.3.2.1 The work year for the above stated classifications in each program year (July 1 through June 30) shall be as follows:

- \* Speech-Language Pathologists, APE Instructors, and Intervention Specialists - 192 days
- Instructor Assistants - 192 days
- Developmental Specialists - 208 days
- Job Trainer - 192 days
- Program Secretary - 249 days
- Administrative Assistant - 244 days
- Nurse (RN) - 192 days + 3 flex days
- Custodial/Maintenance - 249 days
- Custodial Assistant - 239 days

Such days shall include the following:

Two (2) days or the equivalent for in-service

Ten (10) Holidays for full-time 12 month employees (not scheduled to work).

Nine (9) Holidays for full-time 9 month employees (not scheduled to work)

The Developmental Specialist shall work throughout the calendar year. The work calendar for this position shall be determined collaboratively. The employee shall submit a proposed work calendar to the Director of Education for review and approval.

6.3.2.2 Hours

Intervention Specialists - 8:15 a.m. to 3:45 p.m.

Instructors Assistants, Speech-Language Pathologists, APE

Instructors - 8:15 a.m. to 3:15 p.m.

Developmental Specialists - 7 hours

(flextime for home visits with prompt notice to Supervisor and in same pay period; workday shall not exceed seven (7) hours or 35

hours per week)

Job Trainer – flexible hours 35 hours per week

Program Secretary – 8:00 a.m. to 4:00 p.m.

Nurse (RN) - 192 days - 8:15 a.m. to 3:15 p.m. - 3 days flex time-  
not to exceed 21 hours

Administrative Assistant - 8:00 a.m. to 4:00 p.m.

Custodial/Maintenance - 8 hours per day flextime

Custodial Assistant - 6 hours per day flextime

6.3.2.3 Employees in this classification are considered to be salaried and shall be compensated in accordance with the Fair Labor Standards Act. When the Employer requires the employee to attend meetings or perform other work on days not set forth in Section 6.3.2.1, or at times not provided for in Section 6.3.2.2, the employees shall be paid in accordance with the requirements of the Fair Labor Standards Act.

6.3.2.4 The Job Trainer may extend his/her workday and/or workweek to eight (8) hours per day/forty (40) hours per week. The hours worked over seven (7) hours per day and/or thirty-five (35) hours per week, up to the eight (8) hours per day/forty (40) hours per week shall be defined as compensatory time and shall be valued at the employee's straight hourly rate of pay. The compensatory time may be accumulated to a maximum of fifty (50) hours. If and when the Job Trainer ever exceed the fifty (50) hours of compensatory time, he/she shall be paid his/her regular hourly rate of pay for those hours over fifty (50). If the Job Trainer is required to exceed forty (40) hours in a week by his/her immediate supervisor, then such excessive hours will be paid to the Job Trainer at one and one-half (1-1/2) times his/her regular rate of pay or such time may be accumulated and used as compensatory time in accordance with the provisions of the Fair Labor Standards Act. Any compensatory time may be taken at such times as approved by the Job Trainer's immediate supervisor.

6.3.2.4.1 An employee will receive compensatory time for working on the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. This compensatory time will be credited to the employee on an hour-for-hour basis, provided that the total hours worked together with credited "holiday" hours do not exceed 40 hours during the employee's applicable work week. However, this

compensatory time will be credited to the employee at 1 ½ times the hours worked on a paid holiday where such hours are in excess of 40 hours of work during the employee's applicable work week including any credited "holiday" hours.

6.3.2.4.2 An employee will receive compensatory time for working during a shutdown period on an hour-for-hour basis.

6.3.2.4.3 The accumulation and payment provisions contained in Subsection 6.3.2.4 shall also apply to hours worked on a paid holiday and during a shutdown period.

#### 6.3.2.5 Days

6.3.2.5.1 The employment year shall be from January 1 through December 31.

6.3.2.5.2 Vehicle operators, van drivers, and bus aides shall be scheduled to work on each day the students whom they transport are scheduled to be in attendance according to the school calendar. Such employee(s) shall be paid for all hours worked which shall not be less than four (4) hours per scheduled workday. Such employees whose work time is less than four (4) hours per scheduled workday may be assigned related duties to complete the four (4) hour.

6.3.2.5.2.1 Transportation department employees shall have no less than eight (8) hours per year of paid scheduled in-service time.

6.3.2.5.2.2 New work year for "School Year" Employees. In addition to the work specified in Article 6 of the contract, there shall be one (1) additional workday (mandatory all staff in-service day) for all "School Year" employees with prorated additional compensation. Also, there shall be one (1) day for preparation for all 9-month school staff (voluntary at employee's discretion) with prorated additional compensation.

6.3.2.5.3 Employees in the Vehicle Operator, Van Driver, and Bus Aide classifications will be allowed to select their

respective route (defined as the combined a.m. run and p.m. run) according to classification seniority. A date for the bid process will be selected by the Transportation Director at least 1 week before the school year begins.

6.3.2.5.4 Part-time employees other than vehicle operators, van drivers, and bus aides shall be scheduled to work no more than five (5) days with at least two (2) consecutive days off. The number of days for each part-time employee shall be on a regular schedule.

## 6.4 Conditions of Employment

### 6.4.1 Holidays

Salaried employees shall receive holiday pay as a part of their annual salary for the holidays set forth in ORC Section 325.19. Employees shall not be required to work on such days.

### 6.4.2 Shutdown Periods

Shutdown periods shall be days in addition to holidays and shall be days on which employees are not scheduled to work in accordance with the program calendar as set forth in this article.

### 6.4.3 Calamity Days / Weather Related Delays

The Superintendent may close Dale Roy School due to snow days or other calamities. School employees are not required to work and will receive no reduction in pay, to a maximum of five (5) required student attendance days per school year, or as may be otherwise required by law. Should the number of calamity days exceed five (5) days per program year, unpaid makeup days will be scheduled in accordance with the school calendar. Vehicle operators/van drivers/bus aides will be paid their regular rate of pay for the makeup days when the work is made up.

When it is announced that Dale Roy School is closed, no school employee is required to report to work. The following twelve (12) month positions, (Program Secretary, Maintenance/Custodian, and Custodian Assistant) that are not considered school employees, will report to work one (1) hour later than at his/her regular reporting time when Dale Roy School is closed and administrative staff are required to report. Hours worked that day may be modified at the discretion of the supervisor. On a calamity day, these employees also have the option to use leave (vacation, sick, personal) by notifying their immediate supervisor. When Dale Roy School is operating on a two (2) hour delay, all employees, except transportation department

employees, shall report to work on a one (1) hour delay schedule regardless of the length of the announced delay. Transportation department employees shall report to work on the same schedule as the announced delay. (For instance, transportation department employees will report to work 1 hour later than their normal reporting time in the event of a 1 hour delay; transportation department employees will report to work 2 hours later than their normal reporting time in the event of a 2 hour delay, etc.).

The following employees report to work even when Dale Roy School is announced as delayed: maintenance/custodian who shall be required to report to work at their regular reporting time. The Superintendent reserves the right to delay or close the Ashland County Board of DD. When the Ashland County Board of DD is closed, no employee shall report to work and employees will receive no reduction in pay.

#### 6.4.4 Duty Free Break

An employee duty free break shall be scheduled during the day and shall be at least thirty (30) minutes in duration for all employees who work five (5) or more hours per day. When job responsibilities do not permit a duty free break, the affected employee(s) shall be permitted to schedule, at the option of the employee, a duty free paid break period of thirty (30) minutes duration at another time during the scheduled workday. Should an employee's job responsibilities be such that the break period cannot be taken, said employee shall be entitled to thirty (30) minutes of time off the same day or the next workday as mutually agreed to between the employee and the employee's immediate supervisor.

6.4.5 Break/Preparation Time. Employees may take a fifteen (15) minute morning and afternoon break provided such break does not interfere with the performance of necessary work duties.

6.4.6 Notwithstanding the provisions of Section 6.4.4 above, such employees who have a scheduled duty free lunch period (or break period in lieu of a lunch period) may leave the premises during the lunch period or break time after having given notice to the appropriate supervisor or his/her designee. Such employee will follow department procedures.

6.4.7 For instructional staff, excluding Intervention Specialists, a total of forty (40) minutes of work time (before and/or after school) during each scheduled day shall be non-student contact time which may be used for staff meetings, reports, preparation, and other job related duties. Instructor Assistants shall, if requested, provide direct care service to students during such non-individual contact time. Intervention Specialists shall be provided with non-student time to design their work, evaluate student progress, develop instructional materials, to design differentiated



curriculum, to develop lesson plans, reports and other job-related duties. Intervention Specialists shall be provided with a minimum of two hundred (200) minutes total per week for these purposes; such planning time shall be scheduled for increments of no less than thirty (30) minutes per planning period and shall exclude staff meeting times scheduled by administration. In addition, Intervention Specialists may engage in planning during times when other professionals are providing instruction to their students with the Instructor Assistant present (such as art, music, speech therapy group sessions). Meetings (such as staff meetings, committee meetings, IEP/ETR meetings) may occur during planning time as scheduled by administration. Planning time shall not carry forward to any succeeding day or week and shall be compensated at the Intervention Specialist's current pro-rated hourly rate of pay for each extended seven and one-half (7 1/2) hour contractual day.

6.4.7.1 The Director of Education and Director of Transportation shall ensure the provision of monthly staff meetings with a minimum of two (2) weeks' notice with the exception of emergency situations. Staff meetings that extend outside of the regular work day shall not exceed the equivalent of a total of two (2) hours per month and will be compensated at the hourly wage for hourly employees and with compensatory flex-time for salaried staff.

6.4.7.2 IEP Teams may schedule one (1) collaborative team meeting per IEP for forty-five (45) minutes during regular school hours. Coverage may be provided by a staff member who is not part of the core IEP team (such as APE Instructor, Job Coach, or Speech-Language Pathologist) or a substitute when a staff member is not available for coverage.

6.4.8 Tardiness. An employee who is late for work after having attempted to report to work on time, but was unable to do so owing to inclement weather or emergency related situations shall be allowed to remain at work up to one (1) hour beyond his or her scheduled hours on that day or another day with the mutual agreement of his/her supervisor in order to complete the employee's scheduled hours, but only if the employee informs his or her immediate supervisor of the employee's intention of doing so, and the immediate supervisor determines that there is sufficient work for the employee to perform in that period after the end of the normally scheduled workday.

6.4.9 Overtime and Call-In Defined. As defined in the federal Fair Labor Standards Act of 1938 and subsequent amendments, professional, administrative, and executive staff shall be exempt from overtime compensation. An employee in a position that is not exempt shall be



entitled, with prior approval of the Superintendent, to be paid overtime compensation as prescribed by the Fair Labor Standards Act.

6.4.9.1 Rotation of Overtime Assignments. When overtime work is to be performed, the Employer will make every effort to attempt to rotate overtime among qualified employees who normally perform the work that is being assigned for overtime.

6.4.9.2 Posting Overtime Use Schedules. Overtime use schedules will be posted on the department bulletin boards where appropriate.

6.4.9.3 Rotation of Extra Duty Work Assignments. The Employer will make every effort to attempt to rotate extra duty work assignments among qualified employees who normally perform the work that is being assigned as extra duty work. For the purposes of this Subsection, an extra duty work assignment shall mean an assignment consistent with an employee's typical job responsibilities that will not cause the assigned employee to become eligible for overtime compensation under the federal Fair Labor Standards Act.

6.4.10 Payment Upon Death. In case of death, the unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his estate.

#### 6.4.11 Part-Time Employees

6.4.11.1 Except as may be otherwise specified in Article 12, part-time employees are those employees who are regularly scheduled to work thirty-four (34) hours or less in a work week or employees who work more than thirty-four (34) hours per week but work less than 120 days per program year.

6.4.11.2 All vehicle operators and van drivers shall be allowed (included in the workday) fifteen (15) minutes maintenance time in the morning and fifteen (15) minutes maintenance time in the afternoon to maintain their vehicles in accordance with applicable policies and regulations. Between November 15 and April 15 an additional fifteen (15) minutes' maintenance time shall be allowed in the morning. Each driver is responsible for performing all maintenance and safety checks required by state laws and regulations. Upon approval, additional maintenance time may be granted. Under normal conditions all maintenance time would take place during the driver's four-hour workday; however, it is understood that on some days (breakdowns, weather, accidents, etc.) maintenance time would, of necessity, be outside of the four (4) hour normal workday.

Vehicle operators, van drivers, and bus aides will not be required to complete time sheets except in those instances where they exceed their regular scheduled work day (2 hours in the morning and 2 hours in the afternoon). In these instances, the employee must document the reason (*i.e.*, breakdown, traffic accident, weather, other situations that cause extended time). Such time sheets shall be signed by the Transportation Supervisor. Employees will be paid for all hours worked.

Bus aides shall be responsible for assisting students on to and off of the bus aide's assigned bus and shall assist with other buses as time permits within their scheduled shift.

- 6.4.12 Once regular days and/or hours per day have been established for a position, those days and hours may only be reduced in accordance with the pertinent provisions of Chapter 124 of the Ohio Revised Code.

## 6.5 The School Program Calendar

### 6.5.1 Calendars

The school and ACBDD program year calendars for the appropriate program year shall be set forth in Appendix E when adopted each year. No later than June 30 of the current program year, and in succeeding program years, the Employer shall adopt the next program year's calendars for the school and ACBDD. These calendars will designate days when employees are and are not in attendance as governed by the provisions of this article; however, the Employer shall comply with all requirements as specified by ORC 4117. The Association may make recommendations to the Superintendent regarding the annual calendar(s) prior to adoption by the Employer. The Employer retains the right to modify the calendar(s) with prior notice provided to the Association and in accordance with the provisions of ORC 4117.

- 6.5.2 The administration may, at its option, change current job descriptions or create new job descriptions so as to meet the needs of the program. Any job description change will be reviewed by the Labor Management Committee prior to implementation. The administration will not change any job description in an arbitrary or capricious manner but will only change job descriptions for the good of the program.

- 6.5.3 The administration shall maintain and update as necessary a binder or electronic copy of current job descriptions of all bargaining unit members. A hard copy of the job descriptions binder shall be available at the ACBDD. The job descriptions binder shall also be maintained electronically on the Board's main server or in such other similar location

accessible by Board computer. This provision shall be effective March 31, 2011.

- 6.6 In-Service Training. The Director of Education will be responsible for planning and implementing in-service training of 1-2 days for school employees. In addition, the Director of Education may schedule up to four (4) early release or late start days (2 hours of training time per early release day or late start day) per school year for additional school employee training. The Director of Transportation will be responsible for planning no less than eight (8) hours of in-service training per year for transportation employees. Staff input regarding in-service training may be directed to the Superintendent/designee.
- 6.7 Pre-Service Training. The Employer shall ensure that all new employees in their department shall receive at least the minimum pre-service training required by the Ohio Department of Developmental Disabilities prior to providing services. Upon completion of pre-service training, the Employer shall distribute certification of completion to the new employee and his/her personnel file, and shall provide verification to the President of the Association.
- 6.8 ASHCO Labor/Management Committee. Three (3) Association members, supervisor(s), and the Superintendent shall meet each month for the purpose of continued dialogue regarding issues and concerns related to the welfare of students and employees of the Board. The parties recognize that they have a mutual commitment to collaborate to address and solve issues and concerns.
  - 6.8.1 The monthly ASHCO Labor/Management Committee shall follow the provisions found in 6.9.3 to 6.9.8 below.
  - 6.8.2 The Association President or his/her designee shall solicit issues from members in order to be placed on the agenda. The President or his/her designee shall work with the supervisor(s) to establish the agenda for each monthly meeting to address the provision outlined in 6.9.6.
- 6.9 A Joint Labor/Management Committee shall be created for the purpose of continued dialogue regarding issues and concerns related to the welfare of students and employees at the Board. The parties recognize that they have a mutual commitment to collaborate to address and solve issues and concerns.
  - 6.9.1 The Joint Labor/Management Committee ("Joint Committee") shall be comprised of three (3) representatives appointed by the President of the Association; one (1) representative appointed by the President of the Service and Support Administrators Association; and three (3) representatives appointed by the Superintendent.
  - 6.9.2 The Joint Labor/Management Committee meetings shall be held no less than quarterly, or if a necessity arises.

- 6.9.3 Minutes of these meetings will be taken and distributed to the members of the Joint Committee.
  - 6.9.4 Meetings shall typically be held between the hours of 2:45 p.m. and 4:15 p.m. The Board will use its best efforts to provide release time for a member of the transportation department to attend the Joint Labor/Management Committee meetings if s/he is a designated member of the Joint Labor/Management Committee.
  - 6.9.5 Before adjournment, the Joint Committee shall establish the date and time of the next meeting. Meetings may only be cancelled by consensus of the entire Joint Committee.
  - 6.9.6 In order for issues to be placed on the agenda for the Joint Committee discussion, such issues shall be submitted to the other party forty-eight (48) hours prior to the scheduled Joint Committee meeting. Any other issues shall only be placed on the agenda by mutual consent of the parties.
  - 6.9.7 At no time will the Joint Labor/Management Committee extend its discussion or decisions to issues of collective bargaining as per R.C. 4117, unless mutually agreed to by the parties.
  - 6.9.8 The Joint Committee members shall receive training from FMCS by December 2018 to establish and maintain effective procedures and guidelines so as to ensure that the Joint Committee operates in an efficient and orderly fashion.
- 6.10 Crisis Prevention Intervention (CPI)
- CPI trainer position as an additional duty to an existing staff person with the following guidelines:
- 6.10.1 It is management's discretion on the hiring criteria.
  - 6.10.2 Contract may be terminated if ACBDD choose to utilize a different crisis response training method.
  - 6.10.3 Contract may be terminated based on any mandates in ODE rules/regulations which would conflict with the use of CPI.
  - 6.10.4 The candidate must be physically able to perform the CPI functions.
  - 6.10.5 The position is subject to performance evaluations.

6.10.6 If no person internally is qualified according to management's qualification criteria or there is no interest internally to fill this position, management has the right to contract from an external source.

## **ARTICLE 7: EMPLOYEE RIGHTS AND PROTECTION**

7.1 Non-Discrimination/Uniform Application. The Employer hereby acknowledges its obligation to adhere to applicable federal and state statutes governing employment discrimination.

All wages, hours, and other terms and conditions of employment will be applied uniformly to all employees of the bargaining unit except as may otherwise be authorized by an express provision of this contract.

7.2 Threats against Employees. Upon request, employees shall report, in writing, any threats of physical violence or of criminal or civil action arising out of, and in the course of, their employment by filing duplicate copies of such threats with the immediate supervisor and the Superintendent. The Employer shall handle these written reports in a discreet manner and shall not release information regarding the reports to any individual (other than a law enforcement official) without the consent of the involved employee(s), unless a request is made for disclosure of pertinent public records pursuant to Ohio's Public Records Act. Consistent with ACBDD Policy, the Superintendent will review the matter and take such action as he/she deems appropriate. Unless the Superintendent concludes that the matter involves a criminal issue requiring the involvement of law enforcement officials, a plan of action may be initiated only after consultation with the involved employee(s); however, the Employer and the administration will fully cooperate and assist the involved employee(s) should the employee(s) decide to file suit relative to the involved incident.

7.2.1 The Employer will not take disciplinary action against an employee solely on the basis of an oral or written complaint by a parent or a student or any other person. Such complaint will begin a formal investigation process providing for appropriate due process protection for the employee in question, and such investigation shall be in accordance with Section 7.9 of this article.

7.3 Employment-related Injuries. Employees in the bargaining unit who receive any injury in the course of, and arising out of, their employment are protected by the provisions of the Ohio Workers' Compensation Law. Each employee shall be responsible for complying with the procedures set forth below. Determinations of applicable coverage shall be made by the Bureau of Workers' Compensation and the Industrial Commission of Ohio. In the event that the Workers' Compensation program provided by Ashland County to the bargaining unit member varies in any way from this section 7.3 or any of its subsections or is modified at any time in

the future, the Workers' Compensation program provided by Ashland County shall prevail over conflicting provisions contained in this Section 7.3 or any of its subsections.

7.3.1 All injured employees shall immediately notify their supervisor of any injuries that they believe may qualify them for Workers' Compensation benefits. Such employees must fill out the proper paperwork within twenty-four (24) hours of the injury unless the injury occurs on a Friday, or a day preceding a holiday, at which time the employee must complete the paperwork on the day of the injury.

Should the employee's immediate supervisor be unavailable, the employee should report the injury to the appropriate management employee. Said report shall be made either by submitting the appropriate paperwork or by verbal communication if the employee is physically unable to submit the appropriate paperwork.

7.3.2 All injured employees seeking medical expense benefits shall be responsible for completing and returning official Report of Industrial Injury to the Workers' Compensation officer within two (2) weeks of first treatment. This form may be obtained from an attending physician, hospital, the Bureau, or the school office.

7.3.3 All injured employees seeking compensation benefits [disability of more than one (1) week] shall be responsible for completing and returning applicable official forms of the Ashland County Workers' Compensation plan to the Workers Compensation officer within one (1) week after the accident. Said forms may be obtained from the same sources listed above in Section 7.3.2. Employees may elect at his/her option to use sick leave and locally provided health care, if Workers' Compensation benefits are denied.

7.3.4 Workers' Compensation benefits shall be provided in accordance with Ohio law and the provisions of this section.

7.3.5 Workers Compensation Optional Provision. This provision relates only to work related injuries or illnesses. The Board will provide all relevant information to any affected employee of the necessary steps, including—but not limited to—rules, requirements, procedures, forms, medical providers, MCO contacts and any other pertinent information, to follow regarding the Workers' Compensation program.

Transitional Assignment: The Transitional Work Policy contains two (2) models depending on circumstances, the Modified Work Model and the Vocational Rehabilitation/Transitional Work Model. An employee who suffers an injury or illness that prohibits him/her from performing his/her



regular assignment may be removed from that regular assignment and placed into a position which he/she is medically capable of performing ("transitional"). The transitional assignment shall be scheduled during the employee's contracted hours and when offered, shall be available for an initial period of eight (8) weeks. Additional extensions, in increments of four (4) weeks, workdays may be approved by the Superintendent. Such transitional assignments shall be at the employee's regular rate of pay. The employee must provide the employer with medical documentation certifying the injury or illness, the limitation on work responsibilities and the estimated duration of such limitations. The employer reserves the option to require the employee to obtain a second opinion from a physician selected by the employer at the employer expense. If an employee is placed in a transitional assignment, such employee shall not file a lost time claim with the Bureau of Worker's Compensation.

The employer shall offer a "Continuation of Pay Option" to those employees who are unable to return to their regular assignment or a transitional assignment. This option shall be for an initial period of no longer than twelve (12) weeks. An additional thirty (30) workdays may be granted at the discretion of the Superintendent.

7.4 No employee shall be required to lift a student without proper assistance or equipment if such lifting is likely to cause injury to said employee.

7.5 Personnel Files.

7.5.1 The Employer shall maintain the official personnel file system, in accordance with O.R.C. Section 1347.01, et seq., where applicable. Employee personnel files shall be maintained in two (2) areas designated by the Superintendent that are secure and available to all employees. One (1) of these two (2) areas shall be solely for the storage and maintenance of employee medical records. Notice of each location will be provided to employees and the Association President. Such file shall be maintained under the supervision of the Superintendent or his/her designee, who shall be responsible for developing necessary and reasonable rules regarding the access to the system, proper placement of material and the security of the system.

The parties recognize that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Employer or the employees. Furthermore, the parties recognize that pursuant to O.R.C. Section 149.351, the County Records Commission may have authority to dictate the manner in which records held by the Ashland County DD may be disposed by unilateral action of the Employer.



- 7.5.2 The purpose of this system is to serve as the official repository of personal information and records that are necessary and relevant to the individual employee's employment and job responsibilities.
- 7.5.3 Access to the actual personnel file of an individual employee will be limited to the employee, the Superintendent, the employee's immediate supervisor, the Board members, and clerical employees assigned responsibilities that involve maintenance or upkeep of the system. However, such access to the files or the providing of information contained in the files, shall in no way violate the Public Records Act, O.R.C. Chapter 149.43.
- If, under the Public Records Law, the Employer is obliged to disclose records contained in an employee's personnel file to a person other than the employee in question, the Employer shall notify the employee of the disclosure as soon as possible following said disclosure, and shall advise the employee of the information that was disclosed.
- 7.5.4 Disclosure of an employee's personnel file will be permitted to the representative of an employee, where the representative presents the Employer with a signed, written authorization made by the employee, authorizing the representative to inspect all information in the employee's personnel file.
- 7.5.5 An employee (as well as their representatives, when acting in accordance with Section 7.5.4) shall have access to his/her official personnel file upon request during non-work time and during the regular duty hours of the administrative office staff. An employee is entitled to be accompanied by a person of his/her choice when examining material contained in the employee's personnel file. Employees may obtain copies of material in their personnel files at a cost to the employee of ten cents per page. A copy of a document not originating with the employee, which is to be filed in the employee's personnel file, shall be provided to the employee at the time of the initial filing, and the copy shall indicate that it will be filed in the employee's personnel file.
- 7.5.6 If the employee disputes the accuracy, relevance, timeliness, or completeness of information contained in his/her personnel file, he/she may request the Superintendent to investigate the current status of the information. Within a reasonable time, the Superintendent shall undertake such investigation and shall notify the employee of the results of the investigation and the action, if any, that the Employer plans to take with respect to the disputed information.
- 7.5.7 The Superintendent shall delete any information contained in an employee's personnel file that cannot be verified, is not relevant, is not

timely, is incomplete, or that is found to be inaccurate, when requested to do so by the employee who is the subject of the file.

- 7.6 No reprisals shall be taken against an employee by reason of his utilization of any procedure or activity provided for in this agreement.
- 7.7 Safety. The Employer agrees to provide safe working conditions for all employees, including safety equipment for employees who work at jobs or in areas which are dangerous.
- 7.8 Access to Materials. Employees shall have access to program materials, equipment, supplies, and facilities that are necessary to carry out their job responsibilities.
- 7.9 Complaint Procedure. Any and all complaints to the Employer against an employee should be resolved informally by the complainant and the employee. The immediate supervisor may also be involved in the resolution process if either the complainant or employee so requests. If the complainant is not satisfied with the results of this informal attempt, he/she may file a formal complaint. The formal complaint procedure is as follows:
  - 7.9.1 The complainant is encouraged to state his/her complaint in writing. However, whether in writing or not, the complaint may be discussed at a conference between the complainant and the employee's immediate supervisor and resolved if possible.
  - 7.9.2 If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a conference with the Superintendent.
  - 7.9.3 If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a hearing with the Employer in executive session.
  - 7.9.4 In all steps of this procedure, the employee shall be notified of conferences and hearings and shall have the right to be present.

No complaints shall be placed in the personnel file of the employee unless: (1) the complaint is filed in writing and a copy is delivered to the employee; and (2) the involved employee has the right to make written response to the complaint and the findings from any and all conferences and hearings. Any person involved in the conferences and hearings shall have the right to representation of his/her own choosing.

Unwritten complaints will not be used in the evaluation procedure concerning employment, consideration for promotion, and transfers.

7.10 Staff Accident Reports. Any staff member who is injured while performing his or her duties for the Employer shall, if physically capable of doing so, report such injury immediately to his or her supervisor and to the Administrative Office. All employees are responsible for seeking medical attention if such is necessary. Employees injured in the course of their employment shall complete and file with the Superintendent an accident report within 24 hours of the occurrence, unless the employee is so disabled by his or her injury that he/she is precluded from making such a report at that time.

7.11 Discipline. The Employer may, for just cause, discipline an employee. The employee shall have the right to due process. Due process shall mean the right of an employee to a hearing, being told what the reason(s) is for the disciplinary action and being permitted to offer an explanation of the alleged misconduct prior to any disciplinary action being invoked. Paid administrative leave shall not be defined as disciplinary action when such leave is implemented prior to a hearing.

The employer shall conduct a fair and reasonable investigation prior to a hearing and prior to implementing disciplinary action. However, at the Employer's option, the employee may be placed on paid administrative leave while the investigation is being conducted, and the employee will be given the reason(s) for such leave which shall not be arbitrary, capricious or discriminatory.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Disciplinary action taken under this article shall be progressive in nature as follows:

- |        |   |
|--------|---|
| Step 1 | Informal                                    |
| Step 2 | Written reprimand                           |
| Step 3 | Suspension without pay up to three (3) days |
| Step 4 | Suspension without pay up to five (5) days  |
| Step 5 | Termination                                 |

If the employee commits a serious infraction, some or all of the progressive steps set forth above may be bypassed and any step of the procedure may be implemented. The disciplinary action taken under this article may be appealed only through the contractual grievance procedure.

7.12 Drug-Free Workplace and Testing Policy. The Drug-Free Workplace and Testing Policy includes pre-employment, reasonable suspicion and random drug testing;

appropriate due process procedures for employees; and reasonable disciplinary consequences for violations of the Drug-Free Workplace and Testing Policy.

- 7.13 Resignations. Any employee who wishes to resign must provide written notice to the Superintendent no less than fifteen (15) calendar days prior to the date the resignation is to be effective.

## **ARTICLE 8: WORKING CONDITIONS**

### **8.1 Lunch Facilities.**

8.1.1 The Board shall provide and furnish a room that is for the exclusive use by employees as a lounge of adequate size such as to provide a relaxed and comfortable atmosphere for employees. Such lounge shall be suitable for eating and relaxation and will be equipped with a telephone for use by employees. The Employer reserves the exclusive right to designate the location of such lounge area(s).

8.1.2 All employees shall have the option to purchase meals from the Agency facilities.

- 8.2 Transportation. Students going on a field trip or planned activity shall be transported by Agency owned or contracted vehicles at all times except in an emergency. Trip information and request forms including additional expenses must be submitted for administrative approval one (1) week in advance and drivers will be scheduled at this time. The Board shall be responsible for providing safe vehicles for student needs. Employees shall not be required to transport students in their private vehicle.

- 8.3 Student/Staff Ratio. Student/Staff ratio shall conform to the Rules, Regulations, and Standards established by state and/or federal law.

Such ratio may be exceeded only with the mutual consent of the affected Classroom Instructors, and the administration.

- 8.4 Report of Child Abuse. Employees are required to report injury or neglect of a child as defined in the Ohio Revised Code.

- 8.5 Reimbursement. In the event an employee suffers damage to his or her articles of clothing during the course of the employee's employment with the Employer, and such damage is the result of the actions of a student or the Employer, the Employer shall reimburse the employee for such damage. The Employer's obligation to reimburse an employee pursuant to the terms of this section is conditioned upon the employee's use of reasonable care in protecting the articles of clothing and in selecting articles of clothing suitable for the employee's work

duties. For purposes of this section, "articles of clothing" shall include, but is not limited to, glasses, watches, or contact lenses, and which are reasonably required for the employee to carry out his/her job responsibilities. This section shall not include jewelry or other articles of personal property.

- 8.6 Bargaining unit members may be required to utilize a work-time accumulation system, time clock system, and/or other electronic reporting systems. The Board will provide at least ten (10) days advance notice to the Union prior to implementing a work-time accumulation system, time clock system, and/or other electronic reporting systems for bargaining unit members. The Board will also provide training to affected bargaining unit members relevant to the work-time accumulation system, time clock system and/or other electronic reporting systems.

## **ARTICLE 9: CLASSIFICATION, CERTIFICATION, LICENSURE, AND REGISTRATION**

- 9.1 Procedure. It is the responsibility of the Superintendent or his or her designee to provide to every employee a copy of his/her classification specification, and an opportunity to ask questions regarding the document. In the case of new employees, such requirement shall be completed prior to the acceptance of the position.
- 9.2 Employee Requirements. Employees are responsible for maintaining professional, educational and/or experience requirements and all required federal and state certifications, licenses, permits, registrations, and physical exams.
- 9.3 Communication with State. All applications for licensing or renewal thereof from employee(s) to the Department of Education must be channeled through the Superintendent/designee, unless otherwise stated by the Employer.
- 9.4 Required Fees. The required fees for licensing applications are the responsibility of individual employees.
- 9.5 Status Change. Employees who have a change in their educational or licensing status are responsible for providing the appropriate documentation to the Superintendent in the following manner:
- 9.5.1 A letter notifying the Agency of any status change must be submitted to the Superintendent.
- 9.5.2 Included with the letter must be official copies of the document which verifies the status change (e.g., official transcripts, certificate, etc.).

9.6 Compliance with State Standards.

9.6.1 To the extent that the Department of Administrative Services or the Department of Developmental Disabilities publishes licensing requirements which become effective after the effective date of this contract, and to the extent that such requirements change the qualifications previously set forth in applicable law, the Association and the Employer agree that all new employees hired after that effective date of the state requirements must meet the new licensing requirements; and the Association and the Employer further agree that all incumbent employees must take appropriate educational course work to meet the new requirements.

9.6.2 All affected employees and the Association shall receive notification and a copy of any changes within twenty (20) days of notice from the state to the Agency. No employee who makes a bona fide effort to comply with the licensing requirements will be negatively affected with the Agency, provided such employee's failure to comply with licensing does not negatively affect the Agency itself.

9.7 Local Professional Development Committee. A Local Professional Development Committee shall be established in accordance with Ohio State S.B. 230. Such committee shall be composed of five (5) members; three (3) members shall be appointed by the Association President and two (2) members shall be appointed by the Superintendent. This committee shall be appointed and will hold its first meeting no later than August 1, 1998. The committee shall adhere to the rules and regulations established by the Ohio State Department of Education and/or the laws of the State of Ohio. The committee will determine the training necessary to adequately perform its responsibilities. The committee shall meet no less than once per calendar year. If the committee determines to meet more than one (1) time during a calendar year, such meeting(s) shall be held on an alternating basis regarding the time of meeting. The first meeting each calendar year shall be during release time of employees (when substitutes are not required-when possible). The next meeting shall be held after schedule work hours, third meeting released time, etc.

## **ARTICLE 10: VACANCIES AND REINSTATEMENTS**

10.1 Definitions.

10.1.1 "Reassignment" means a change of job duties or position within a classification as determined by the Superintendent or his/her representative.

- 10.1.2 "Temporary Assignment" means a change in assignment due to the absence of the regularly assigned employee or a vacancy that has not been permanently filled.
- 10.1.3 "Vacancy" means a bargaining unit position which is, or will be, unfilled due to retirement, resignation, termination, transfer, promotion, reassignment, or death of the incumbent and that is to be filled. The term also embraces a newly created position that has yet to be filled. The Employer reserves the exclusive right to determine whether or not a vacancy exists. However, when a decision is made not to fill a position that has been in existence, such reduction in force shall be in accordance with appropriate provisions of O.R.C. Chapter 124.
- 10.1.4 "Temporary Employee" means a person appointed by the Employer for a limited period of time, fixed by the Employer, usually not to exceed thirty days. A temporary employee's employment shall be terminated at the end of the specified period of assignment.
- 10.1.4.1 Temporary employees are not entitled to tuition reimbursement.
- 10.1.4.2 Temporary employees not entitled to unpaid leaves of absence.
- 10.1.4.3 Temporary employees shall not accrue seniority and the benefits provided thereby, nor does the time worked as a temporary employee count toward a probationary period.
- 10.1.5 "Substitute Employee" means an employee who is employed on a casual, day-to-day basis for the purpose of filling temporary staffing needs.
- 10.1.6 "Seniority" shall be determined in accordance with Article 12, Section 12.5. Notwithstanding any other provision in this agreement, no employee may exercise seniority rights relative to a position for which he/she is not qualified. Neither a temporary employee nor any non-employee of the bargaining unit gains seniority credit for a bargaining unit position except that if a non-bargaining unit employee fills a bargaining unit position during the posting and hiring process and is hired for the position without interruption, that employee will receive seniority credit from the first day he/she filled the position.

## 10.2 Procedure for Filling Vacancies.

- 10.2.1 All vacancies (as determined by the Employer) (other than those referred to in Section 10.2.4 below) will be posted internally for ten (10) calendar days on the bulletin boards with one (1) copy of the job description for that position at the same time the vacant position may be posted externally. Internal applicants must apply for such position within the ten (10)



calendar day posting period. However, internal applicants who meet the posted qualifications as set forth in the job description for the vacant position, will be offered such position prior to the offering of the position to an external applicant. The posting shall contain the internal starting date which shall be followed unless there are unanticipated delays in the selection process. Transfers shall not be delayed beyond the intended starting date except for unanticipated delays. Qualified internal applicants shall be considered for vacancies in accordance with Section 10.2.3 below after the end of the posting period.

10.2.2 Except for reasonable time for screening of candidates and the necessary mechanics of decision and implementation, all posted vacancies will be filled expeditiously. When a vacancy in the bargaining unit or a management position is to be filled by an external applicant, the Association President may appoint two (2) representatives (from the department where the vacancy exists in the bargaining unit) who will provide input into the selection of the new employee.

10.2.3 When a vacancy occurs and when a current employee(s) has applied to fill such vacancy pursuant to the posting required by Section 10.2.1 above, if such applicant is qualified, the position shall be offered to the applicant who is most senior in the department where the vacancy occurs. [Departments are: 1) school, 2) transportation, 3) clerical (Program Secretary, Administrative Assistant positions), 4) food service, and 5) maintenance.] If there is no qualified applicant from the department where the vacancy occurs, applicants from the other departments may apply and if they meet the qualifications for the vacant position, will be selected on the basis of seniority as set forth in Article 12.5 of this Agreement. If there is no qualified internal applicant for a vacancy, the vacant position shall then be available to be filled by an external applicant. For purposes of this subsection regarding vacancies, the Employer reserves the right to determine whether an applicant has sufficient qualifications for a position.

When an internal applicant is offered a vacant position, such employee and the administration shall have the following rights:

- A) A trial period of up to five (5) working days during which time the employee shall have the right to withdraw from the position and return to his/her prior position.
- B) If the employee wishes to remain in the new position after the five (5) working day trial period, such employee shall then move into a thirty (30) calendar day trial period during which time the employee shall have the option of returning to his/her prior position or the administration shall have the right to return the employee back to his/her prior position. If neither the employee nor the administrator

opts to return the employee to his/her prior position during this thirty (30) day trial period, the employee is then deemed to have filled the vacant position.

During the above stipulated five (5) day trial period, the internal applicant and a co-employee appointed by the Association President shall hold a conference for the purpose of assessing the appropriateness of the internal applicant's placement. If both the internal applicant and co-employee agree, an administrator may be in attendance at this conference.

The position vacated by an internal applicant shall remain open for a period of at least thirty-five (35) calendar days while the internal applicant/employee is serving his/her trial period. Such position may be posted as a vacant position by the administration during the thirty-five (35) calendar day trial period with the stipulation that such position will become available to be filled only at the conclusion of the trial period if the internal applicant/employee is deemed to have filled the vacant position in accordance with the first paragraph of this Section B above.

The Employer shall base its determination on the pertinent position classification set forth in Article 9 of this Agreement and shall:

- 10.2.3.1 be consistent with the certification, registration, or licensure requirements established by the Ohio Department of Education and/or the Ohio Department of DD and/or other licensing or certifying agencies; and
- 10.2.3.2 include any existing evaluation of the applicant's ability to perform the job duties as set forth in the position posting and the position job description; and
- 10.2.3.3 not be altered in any manner that discriminates against employees or applicants or is inconsistent with this agreement.
- 10.2.3.4 Internal applicants who meet the qualification for a vacancy will be notified of their seniority status for such position at the end of the posting period.
- 10.2.3.5 Internal applicants who are on any leave of absence at the time a vacancy is posted, must be able to report to work in that new position no later than the tenth (10<sup>th</sup>) work day after the end of the posting period. Failure to do so will result in the immediate forfeiture of the new position for that employee and he/she will remain in his/her current position.

10.2.3.6 An employee must remain in a position for twelve (12) full months (365 calendar days) before becoming eligible for a new position within the bargaining unit under this Agreement. The Superintendent has the unilateral right to waive this section to permit potentially qualified Bus Aides to apply for vacant Vehicle Operator positions within the first 12 months of employment as a Bus Aide.

10.2.3.7 When an employee is on a board approved leave of absence or on the summer break, he/she will be mailed job postings that occur during such absence. These postings will be mailed to the employee's address that is on file at the board office.

10.2.4 Where a vacancy occurs because of a leave of absence and where such vacancy shall not continue beyond one (1) year, the Employer need not post such position in accordance with the provisions of this article, but may fill such position by employing one or more temporary employees for the period of the leave of absence.

10.2.4.1 Nothing in this provision or in the agreement precludes the Employer from posting and following the provisions of Article 10, Section 10.2.1, in the case of such vacancy.

10.2.4.2 Where any vacancy occurs (as determined by the Employer), including a vacancy due to leave of absence, and where such vacancy is expected to continue for more than one (1) year, the Employer shall follow the procedures set forth in Article 10, Section 10.2.1 of this agreement.

### 10.3 Reassignment.

10.3.1 Except in exigent circumstances, any changes in assignment will be made only after notice of the change to the employee. The Employer shall provide such notice as soon as possible. Such notice will provide a reason for the change.

10.3.2 No involuntary change of assignment shall be made without just cause. No person shall be assigned to an area not within his/her training and competency levels and/or certification or licensing.

10.3.3 No employee will receive a reduction in salary placement as a result of an involuntary change in assignment except for those reassignments resulting from the application of the provisions of O.R.C. Chapter 124 addressing layoff, or reduction in pay, or reduction in position.

## 10.4 Temporary Assignments.

10.4.1 The Employer/designee may make temporary assignments for the following reasons:

10.4.1.1 During the period while the posting and selection process is being administered, the Employer/designee may temporarily assign employees to any vacancy to fulfill operational requirements.

10.4.1.2 To meet emergencies caused by abnormal workload, absences, or other exigent circumstances.

10.4.1.3 To provide a substitute for a manager who is absent. When an employee is assigned to substitute for a manager, the substitute employee will be paid an hourly rate equal to one hundred fifteen percent (115%) of that substitute employee's regular hourly rate for all hours worked while substituting in that manager's position.

10.4.2 Whenever the Employer/designee needs to place an employee in a different assignment on a temporary basis, the Employer/designee will seek qualified volunteers to take the assignment. If more than one qualified employee volunteers for the assignment and such assignment does not provide for a higher rate of pay, then the Employer/designee shall have the right to assign from those who volunteered. If the temporary assignment would provide a higher rate of pay, then such assignment will be based upon building seniority first then by department seniority. In order for the employee to receive his/her higher rate of pay for the temporary assignment, he/she shall have his/her time slip initialed by the appropriate Employer/designee before submitting such time slip to payroll. If no one volunteers for the temporary assignment, the Employer/designee shall reassign the employee to fill the position on a rotating basis, starting with the least senior employee in that building. The Employer/designee will not assign an employee to a position temporarily unless the employee has the minimum qualifications for the position, except where no such employee volunteers.

10.4.3 When the bargaining unit member fills a temporary assignment to a position of higher pay within the bargaining unit, the employee shall be paid the higher rate for the duration of the temporary assignment.

10.4.4 When a nine (9) month employee substitutes for a twelve (12) month employee in the same job classification during the summer months, that employee will be paid at his/her (nine [9] month) regular rate of pay.

## **ARTICLE 11: EVALUATION**

- 11.1 Purpose. The purpose of the procedures set forth in this Article is to provide a mechanism for the assessment of an employee's work performance and to help the employee achieve greater effectiveness in performance of his or her work assignment.
- 11.2 Evaluation Process
- 11.2.1 Evaluator: Evaluation of an employee shall be conducted by the employee's immediate supervisor. Included in the annual salary notice provided to each employee will be the name and position of the employee's evaluating supervisor. In the event an employee performs work under the supervision of more than one supervisor, the Employer shall designate one supervisor as the evaluating supervisor. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to O.R.C. Section 5126.081.
- 11.2.2 Orientation. All employees, including newly employed employees, will be provided a copy of the Negotiated Agreement by or through the Association President which shall serve as notification of the evaluation process.
- 11.2.3 Probationary Employees. The probationary period shall be one hundred eighty-three (183) workdays. At any time during the probationary period, such employee may be discharged, and he/she shall have no contractual or legal right to grieve such termination under the collective bargaining agreement or challenge such termination under the O.R.C. 124-Civil Service Law. Prior to such discharge, the Superintendent/designee shall meet with the probationary employee, together with the Association President, to explain the basis for such discharge.
- 11.2.4 Non-Probationary Employees. Each non-probationary employee shall be evaluated annually. If such an employee is not evaluated during any evaluation year, his/her employment performance shall be considered satisfactory for that evaluation year. The evaluation process will commence with a pre-evaluation meeting with the evaluating supervisor and the employee being evaluated and will include a discussion of the employee's strengths and weaknesses in his/her job performance, past performance and previous evaluations, goal-setting, professional development, growth, and training needs, and such other matters relevant to the improvement of the employee's job performance. Information relevant to the evaluation of an employee will be collected through formal observations, informal observations, walk-throughs, a review of the employee's adherence to workplace rules, information provided by the employee, and other methods of assessment and measurement of the

employee's work performance. After the collection of information relevant to the employee's performance, the evaluating supervisor will complete the evaluation instrument on a preliminary basis and meet with the employee to discuss the evaluation outcome. Thereafter, the evaluating supervisor will finalize the employee's evaluation and provide a copy of it to the employee. The final evaluation report shall be completed prior to the end of the evaluation year, signed by both parties, and sent to the Superintendent. If an employee fails or is unable to attend any of the meetings described in this section, the evaluating supervisor will nonetheless complete the employee's evaluation. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. An employee shall be entitled to Association representation at any conference held during this process. The Employer shall endeavor to keep inaccurate information from becoming part of an employee's performance evaluation.

- 11.3 Probationary Periods Defined. Probationary Periods shall be as in Sections 10.2.3, 11.2.3 and 12.6.

## **ARTICLE 12: DEFINITIONS**

- 12.1 Bargain Collectively. To bargain collectively means to perform the mutual obligation of the Employer by its representatives and the representatives of the Association to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.
- 12.2 Bargaining Unit Work. Work specified by this Agreement to be performed solely by a member(s) of the bargaining unit.
- 12.3 Full-time. An employee who is employed thirty-four (34) or more hours per week for a minimum of 120 days or more in a work year and whose employment is not for a limited time.
- Part-time. An employee who works less than thirty-four (34) hours per week and/or less than the minimum standard of 120 workdays per work year.
- 12.4 Professional Employee and Registered Service Employee. As used in this Agreement, "professional employee" has the same meaning as used in O.R.C.



Section 5126.20. "Registered service employee" means a service employee, as defined in O.R.C. Section 5126.20(A), who is registered under O.R.C. Section 5126.081(B), or described in O.R.C. Section 5126.081(B)(5). County boards of developmental disabilities may hire professional employees and registered service employees in the classified civil service on the basis of the candidates' qualifications rather than on the basis of the results of an examination administered by the Director of Administrative Services pursuant to O.R.C. Section 124.23.

- 12.5 Seniority. Seniority shall mean the length of uninterrupted service of an employee in a professional or service position with the Employer where no break in service occurs or as defined in Article 10 for purpose of filling vacancies. For the purpose of this section and Article 10 a "break in service" means that an employee has had a separation in service of thirty-one (31) calendar days or more. An authorized leave of absence, or any other separation, which carries with it the right to reinstatement, shall not constitute a break in service, provided the employee is reinstated within the time allowed by this contract or applicable law.

No employee shall accrue more than one (1) year of seniority in any work year.

#### 12.5.1 Equal Seniority.

12.5.1.1 A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

12.5.1.2 In the event that two or more employees have identical seniority credit as determined by the seniority list, the tie shall be broken by utilizing, in the following order, the following methods:

1. First, the employee having the most recent date of continuous service from which no break in service has occurred shall have lower seniority than the other employee(s).
2. Second, in the event that application of Section 12.5.1.2(1) does not break the tie, the Employer shall determine the employee with the greatest seniority.

12.5.2 Loss of Seniority. Seniority shall be lost when an employee retires or resigns, is discharged for cause, has a break in service of thirty-one (31) days or more (as described in Section 12.5), or otherwise terminates employment with the Employer.



### 12.5.3 Posting of Seniority List.

12.5.3.1 The seniority list shall be posted annually in an electronic format but not available to the public. The Employer shall prepare a seniority list and present a copy of the list to the Association President annually by the first day of October. The list shall be prepared by the employee's name, accurate current classification area, and first day worked.

12.5.3.2 The name of employees who are licensed, certified, and/or qualified for more than one (1) classification shall be included on the listing for all classification(s) for which the individual is licensed, certified, and/or qualified.

12.5.4 Correction of Inaccuracies in Seniority List. At the time an inaccuracy is reported to the Superintendent and Association President, an investigation shall be conducted. Any inaccuracies found shall be corrected within ten (10) days and a copy of the corrected seniority list shall be provided to the Association President.

12.6 Probationary Period. One hundred eighty-three (183) workdays for all employees.

## **ARTICLE 13: COMPENSATION**

13.1 Salary Provisions – Appendix A. (Base Salaries and Placement Schedule for Employees) Effective January 1, 2020, a three percent (3%) competitive wage increase will be applied to all base salary schedules and current employee salaries. An additional two percent (2%) wage increase shall be applied to current employee salaries effective January 1, 2020. (All salary increases shall be retroactive to January 1, 2020.) Effective January 1, 2021, a three percent (3%) wage increase shall be applied on all current employee salaries. Effective January 1, 2022, a three percent (3%) wage increase shall be applied on all current employee salaries.

13.2 The references to January 1 above refers to first day of the biweekly pay period encompassing January 1. Part-time employees shall be placed on the appropriate salary schedule and will be entitled to the proper pro-rated amount based upon the salary schedule placement.

13.3 Salary Schedule Index.

13.3.1 See Appendix A (Base Salaries and Placement Schedule for Employees) for the separate salary schedule index for school year employees.

- 13.3.2 Once placed on the schedule, employees will advance from the years of experience with which they have been credited in accordance with this agreement.
- 13.3.3 Column placement shall be in accordance with the job titles contained in Appendix B and the provision(s) of this Article.
- 13.3.4 Salary Schedule Guide (See Appendix H entitled “Payroll Calculations”)
- 13.3.4.1 Each figure on the index scale is a percentage of base 1.00. Effective January 1, 2020, the base one 1.00 salary shall be thirty-three thousand nine hundred eighty-three dollars (\$33,983) Category XI – APE Instructor, Nurse (BSN).
  - 13.3.4.2 There is a differential factor that is used to accommodate any extended time worked beyond the school year (183 days) schedule for employees employed on a calendar year basis, *i.e.*, each wage amount found in Appendix A will be multiplied by such factor to generate the wage scale. The factor for Categories III, XIII, XIII a, XIII b, XIII c, XIII d, XIII e, and XIII f shall be 1.2787. The factor for Categories I, IV, VI, VII, VIII, IX, X, and XI shall be 1.3060.
  - 13.3.4.3 Category I – Bus Aide is computed at 33.91% of base 1.00 on the school year schedule and a seven (7) hour day.
  - 13.3.4.4 Categories II - Instructor Assistant and III – Custodian Assistant (6-hour day) are computed at 50% of base 1.00 on the school year schedule, and a seven (7) hour day for Instructor Assistants.
  - 13.3.4.5 Category IV – Program Secretary is computed at 50% of base 1.00 on the school year schedule, and is based upon an eight (8) hour day.
  - 13.3.4.6 Category V – Van Driver is computed at 49.31% of base 1.00 on the school year schedule, and is based upon a seven (7) hour day.
  - 13.3.4.7 Category VI – Vehicle Operator is computed at 52.15% of base 1.00 on the school year schedule, and is based upon a seven (7) hour day.
  - 13.3.4.8 Category VII – Job Trainer is computed at 52.6% of the base 1.00 on the school year schedule, and is based upon a seven (7) hour day. Those Category VII – Job Trainer employees hired or assuming any position for which the Board requires a college

degree shall receive 5% of their own base salary for each year of college training or its acceptable equivalent, above his/her respective column up to a maximum of four (4) years.

- 13.3.4.9 Categories VIII – Administrative Assistant and IX – Maintenance/Custodian are computed at 52.6% of the base 1.00 on the school year schedule, and is based upon an eight (8) hour day.
- 13.3.4.10 Category X – Nurse (RN) is computed at 85% of base 1.00 on the school year schedule, and is based upon a seven (7) hour day.
- 13.3.4.11 Category XI – APE Instructor, Nurse (BSN) is for job classifications that require a bachelor's degree and appropriate certification and is computed at 100% of base 1.00 on the school year schedule, and is based upon a seven (7) hour day. Nurse (RN) employees, that possess a Bachelor of Science in Nursing (BSN) degree and work a seven (7) hour day, will be placed in this category at 100% of base 1.00. Adaptive Physical Education (APE) Instructors, that possess a bachelor's degree, and work a seven (7) hour day will be placed in this category at 100% of base 1.00.
- 13.3.4.12 Category XII - Intervention Specialists, that possess a bachelor's degree and appropriate certification, salaries are computed at 107.15% of base 1.00 on the school year schedule, and are based upon a seven and one-half (7 1/2) hour day.
- 13.3.4.13 Category XIII - Developmental Specialists, that possess a bachelor's degree, salaries are computed at 108.3% of base 1.000 on the school schedule and work a seven (7) hour day.
- 13.3.4.14 Category XI a – APE Instructor, Nurse (BSN) is for a bachelor's degree and ten (10) semester hours in a related work field and is computed at 103% of base 1.00 on the school year schedule, with appropriate certification, and is based upon a seven (7) hour day.
- 13.3.4.15 Category XII a - Intervention Specialists, that possess a bachelor's degree and ten (10) semester hours in a related work field, salaries are computed at 110.15% of base 1.00 on the school year schedule, with appropriate certification, and are based upon a seven and one-half (7 1/2) hour day.

- 13.3.4.16 Category XIII a - Developmental Specialists, that possess a bachelor's degree and ten (10) semester hours in a related field, salaries are computed at 111.3% of base 1.000 on the school schedule and work a seven (7) hour day.
- 13.3.4.17 Category XI b - APE Instructor, Nurse (BSN) is for a bachelor's degree and twenty (20) semester hours in a related work field and is computed at 106% of the base 1.00 on the school year schedule, with appropriate certification and is based upon a seven (7) hour day.
- 13.3.4.18 Category XII b - Intervention Specialists, that possess a bachelor's degree and twenty (20) semester hours in a related work field, salaries are computed and is computed at 113.15% of the base 1.00 on the school year schedule, with appropriate certification, and are based upon a seven and one-half (7 1/2) hour day.
- 13.3.4.19 Category XIII b - Developmental Specialists, that possess a bachelor's degree and twenty (20) semester hours in a related field, salaries are computed at 114.3% of base 1.000 on the school schedule and work a seven (7) hour day.
- 13.3.4.20 Category XI c - APE Instructor, Nurse (BSN) is for the master's degree in a related work field and is computed at 110% of base 1.00 on the school year schedule, with appropriate certification, and is based upon a seven (7) hour day.
- 13.3.4.21 Category XII c - Intervention Specialists, that possess a master's degree in a related work field, salaries are computed at 117.15% of base 1.00 on the school year schedule, with appropriate certification, and are based upon a seven and one-half (7 1/2) hour day.
- 13.3.4.22 Category XIII c - Developmental Specialists, that possess a master's degree in a related field, salaries are computed at 118.3% of base 1.000 on the school schedule and work a seven (7) hour day.
- 13.3.4.23 Category XIV c – Speech-Language Pathologists (SLP) that possess a master's degree, salary computed at 117.15% of base 1.00 on the school year schedule based upon a seven (7) hour day.
- 13.3.4.24 Category XI d - APE Instructor, Nurse (BSN) is for a master's degree and ten (10) semester hours in a related work field and

is computed at 114% of base 1.00 on the school year schedule, with appropriate certification, and is based upon a seven (7) hour day.

- 13.3.4.25 Category XII d - Intervention Specialists, that possess a master's degree and ten (10) semester hours in a related work field, salaries are computed at 121.15% of base 1.00 on the school year schedule, with appropriate certification, and is based upon a seven and one-half (7 1/2) hour day.
- 13.3.4.26 Category XIII d - Developmental Specialists, that possess a master's degree and ten (10) semester hours in a related field, salaries are computed at 122.3% of base 1.000 on the school schedule and work a seven (7) hour day.
- 13.3.4.27 Category XIV d – Speech-Language Pathologists, that possess a master's degree and ten (10) semester hours in a related work field, salaries are computed at 121.15% of base 1.00 on the school year schedule based upon a seven (7) hour day.
- 13.3.4.28 Category XI e - APE Instructor, Nurse (BSN) is for a master's degree and twenty (20) semester hours in a related work field and is computed at 118% of base 1.00 on the school year schedule, with appropriate certification, and is based upon a seven (7) hour day.
- 13.3.4.29 Category XII e - Intervention Specialists, that possess a master's degree and twenty (20) semester hours in a related work field, salaries are computed at 125.15% of base 1.00 on the school year schedule, with appropriate certification, and is based upon a seven and one-half (7 1/2) hour day.
- 13.3.4.30 Category XIII e - Developmental Specialists, that possess a master's degree and twenty (20) semester hours in a related field, salaries are computed at 126.3% of base 1.000 on the school schedule and work a seven (7) hour day.
- 13.3.4.31 Category XIV e – Speech-Language Pathologists, that possess a master's degree and twenty (20) semester hours in a related work field, salaries are computed at 125.15% of base 1.00 on the school year schedule based upon a seven (7) hour day.
- 13.3.4.32 Category XI f - APE Instructor, Nurse (BSN) is for a master's degree and thirty (30) semester hours in a related work field and is computed at 122% of base 1.00 on the school year schedule,

with appropriate certification, and is based upon a seven (7) hour day.

13.3.4.33 Category XII f - Intervention Specialists, that possess a master's degree and thirty (30) semester hours in a related work field, salaries are computed at 129.15% of base 1.00 on the school year schedule, with appropriate certification, and is based upon a seven and one-half (7 1/2) hour day.

13.3.4.34 Category XIII f - Developmental Specialists, that possess a master's degree and thirty (30) semester hours in a related field, salaries are computed at 130.3% of base 1.000 on the school schedule and work a seven (7) hour day.

13.3.4.35 Category XIV f – Speech-Language Pathologists, that possess a master's degree and thirty (30) semester hours in a related work field, salaries are computed at 129.15% of base 1.00 on the school year schedule based upon a seven (7) hour day.

13.5 Vacation Relinquishment. Employees earning paid vacation leave under Article 5 and Appendix F shall be entitled to relinquish up to two (2) weeks of the prior year's earned unused vacation leave in exchange for payment at his/her rate of compensation then in effect for any such relinquished vacation leave, provided however that: (a) the employee has accumulated vacation leave equal to at least 50% of his/her maximum accumulation after said relinquishment; (b) the employee may elect to participate in this program one (1) time per calendar year; (c) the employee provides written irrevocable notice to the Superintendent between February 1 and February 29th of a given calendar year requesting to relinquish his/her accumulated vacation leave; (d) any paid vacation leave relinquished under this Section shall be deducted from the employees' respective vacation leave accounts and not be eligible for restoration under any circumstances; (e) payments made under this Section shall be subject to payroll taxes; and (f) the Board shall make payment for said relinquished vacation leave to the participating employees no later than March 31st of the year of relinquishment.

13.6 Sick Leave Relinquishment. Employees earning paid sick leave shall be entitled to relinquish up to one (1) week of the earned sick leave annually in exchange for payment at his/her rate of compensation then in effect for any such relinquished sick leave, provided however that: a) the employee's accumulated sick leave shall consist of at least six (6) weeks after said relinquishment; b) the employee may elect to participate in this program one (1) time per calendar year; c) the employee provides written irrevocable notice to the Superintendent between October 1 and October 31st of a given calendar year requesting relinquishment; d) any paid sick leave relinquished under this Section shall be deducted from the employees' respective sick leave accounts and not be eligible for restoration



under any circumstances; e) payments made under this Section shall be subject to payroll taxes; and f) the Board shall make payment for said relinquished sick leave to the participating employees no later than November 30th of the year of relinquishment.

### 13.7 Salary Schedule Placement - Professional Employees

13.7.1 New employees shall receive full credit for educational training and for related work experience (both pre and during employment). The compensation for newly hired employees shall be determined based on the Base Salaries and Placement Schedule for Employees set forth in Appendix A.

13.7.1.1 Pre-employment related work experience credit shall only be given for up to fifteen (15) years of experience and compensated at two (2%) per year of experience using the salary schedule index for the classification and category for which the new employee was hired. Such experience credit shall be given for previous work that was in the same or related area(s) for which employment is being considered.

13.7.2 Training credit shall be given upon initial placement. Additional training credit shall be given in the next payroll following verification of completion of training. Course work taken to renew certification shall be credited to the employee for salary schedule placement purposes.

13.7.3 Experience credit (in increments) shall be given upon initial placement.

13.7.4 The Employer shall set each new employee's salary schedule placement by moving horizontally and vertically on the salary schedule to provide full credit for both training and experience as established above set forth in Appendix J. The entry level (for new employees) could be at any point on the salary schedule below level 10 based on their training and experience.

13.7.5 The compensation of any current employee moving into a new professional employee classification or category shall be determined based on the Salary Schedule Guide set forth in 13.3.4 Employees shall receive an increase in compensation when moving to a professional employee classification or category. When moving into a new professional employee classification or category, a member's current salary shall be increased by the percentage increase between the employee's current classification or category percentage (of the base) and the member's new classification or category percentage (of the base).



13.7.6 These provisions shall not be administered in an arbitrary or capricious manner.

13.7.7 The Superintendent or designee shall give newly hired employees and the Union President written notice of salary schedule placement.

A newly hired employee who wishes to challenge his/her placement on the applicable salary schedule must file a written request and supportive documentation with the Superintendent not later than 90 calendar days after the first day of work.

A newly hired employee who fails to file a written request and supportive documentation with the Superintendent not later than 90 calendar days after the first day of work forever waives his/her right to challenge his/her salary schedule placement, provided the Superintendent or designee gave the newly hired employee and Union President written notice of salary schedule placement.

The new employee orientation documents shall include salary schedule placement information.

All employees shall receive written notice of changes in salary compensation within ten (10) business days. (See Appendix J)

### 13.8 Salary Schedule Placement Service Employees.

13.8.1 A. The compensation for newly hired employees shall be determined based on the Base Salaries and Placement Schedule for Employees set forth in Appendix A.

B. For full-time employees moving to another full-time position, full-time employees (35 hours or more per week of regular work for 120 or more workdays per year) will receive full credit for all of such years of continuous service for purposes of salary schedule placement and will be placed accordingly on the applicable salary schedule.

C. For part-time employees moving to a full-time position, all part-time employees (less than 35 hours per week of your regular work assignment or less than 120 workdays per year) hired before January 1, 2008 will receive full credit for all of such years of service for purposes of salary schedule placement and will be placed accordingly on the applicable salary schedule, provided that such part-time employees have 5 years of continuous service in the employment of the Board as of January 1, 2008 or move from a part-time position to full-time position on or before January 1, 2010 regardless of years of continuous service in the employment of the Board.

- D. For part-time employees moving to a full-time position, all part-time employees (less than 35 hours per week of your regular work assignment or less than 120 workdays per year) hired on or after January 1, 2008 will receive 1 year of service credit for the purposes of salary schedule placement for 2 years of part-time regular employment with the Board. Part-time employees who do not qualify for full service credit for purposes of salary schedule placement under paragraph B. of this provision will receive service credit in accordance with this paragraph.
- E. The compensation of any current employee moving to a new classification or category with a higher compensation range shall be determined based on the Salary Schedule Guide set forth in 13.3.4 Employees shall receive an increase in compensation when moving to a service employee classification or category. When moving into a new service employee classification or category, a member's current salary shall be increased by the percentage increase between the employee's current classification or category percentage (of the base) and the member's new classification or category percentage (of the base).

13.8.2 For payroll purposes, paid leave days, vacation days and holidays shall count as workdays for salaried employees. Holidays will not count as workday(s) for part-time hourly employee(s).

### 13.9 Vehicle Operator/Van Driver Field Trip Rates.

13.9.1 Any vehicle operator and van driver who takes a field trip assignment shall not be charged or use any leave for such time. The vehicle operator and van driver who takes a field trip assignment will be paid his/her regular rate of pay. Said vehicle operator/van driver will be expected to assist participants throughout the duration of the trip.

13.9.2 Should a field trip be cancelled for any reason, the driver will be informed at least one (1) hour prior to the departure time of the trip. If such notice is not given, the driver shall receive one-half (1/2) of the pay that was set forth in the field trip contract.

13.9.3 Vehicle operators and van drivers will be offered field trip assignments on a rotation starting with most senior vehicle operator or van driver. If any vehicle operator or van driver in the rotation refuses an offered field trip, s/he will be moved to the bottom of the rotation list, and the field trip will then be offered to the next most senior vehicle operator or van driver on the rotation list. Once a vehicle operator or van driver accepts an offered field trip, s/he cannot trade or give the trip to any other vehicle operator or

van driver. The Employer/designee will post each known field trip (not more than seven (7) days in advance of the trip). Within three (3) business days of posting the known field trip, vehicle operators or van drivers shall select the field trip in order of seniority. If the three (3) day assignment period is not feasible, the Employer/designee may utilize the in person/telephone procedure described in Subsections 13.9.3.1 and 13.9.3.2 to complete the assignment of known field trips.

13.9.3.1 When a field trip first becomes known three (3) days or less before the scheduled start time of the field trip (known as an emergency field trip), the Employer/designee shall contact employees, in person or by telephone, to offer the emergency field trip.

13.9.3.2 When the Employer/designee is unable to reach the employee by telephone, the Employer/designee will leave a voicemail message, if possible, concerning the availability of the emergency field trip and provide the individual no less than one (1) hour to notify the Employer/designee of selection.

13.9.3.3 All field trip postings shall be dated.

13.9.4 For field trips (known and emergency) and Special Olympics trips, vehicle operators, van drivers, and substitute vehicle operators will be placed on a single seniority list in descending order of seniority as follows: a) vehicle operators shall be listed first; b) van drivers shall be listed next; and substitute drivers shall be listed last. On a rotating basis, a field trip shall be offered first to vehicle operators from the most senior through the least senior. If no vehicle operator is available or accepts the field trip assignment, the field trip shall then be offered to van drivers (who are properly licensed to complete the assignment) from the most senior through the least senior.

Substitute vehicle operators will be offered field trips and Special Olympic trips only when regular vehicle operators and van drivers (who are properly licensed to complete the assignment) are not available or do not accept the trip within the required three (3) day period in accordance with Section 13.9.3 or in the case of emergency field trips, when requested in person or by telephone by the Employer/designee.

13.9.5 Any vehicle operator, van driver, or substitute vehicle operator who wants to be on or off either the Field Trip seniority list or the Special Olympic Field Trip seniority list will so inform the Transportation Supervisor in writing.

13.9.6 The Transportation Supervisor has the express authority to combine same day Field Trips and/or Special Olympic trips.

13.9.7 When the Board requires additional van drivers, the Board will offer such work opportunities to bargaining unit members who have an appropriate vehicle operator endorsement on a rotating seniority basis. Such work includes necessary pre-trip preparation and paperwork and will be paid at the current field trip hourly rate or the regular hourly rate, whichever is greater. If a bargaining unit member accepts temporary work as a van driver, he/she will not be compensated for their regular work not performed. All other provisions applicable to transportation operators shall not apply to bargaining unit members performing temporary work as a van driver.

#### 13.10 Pay Periods.

All employees shall be paid on a twenty-six (26) week pay period or biweekly basis (Saturday through Friday of the second week). The paychecks shall be received on the last Friday of each pay period.

#### 13.11 Severance Pay.

13.11.1 An employee who has had ten (10) or more years of public service in Ohio immediately preceding his/her retirement may elect to receive at the time of retirement, under the appropriate state retirement system, a cash payment equal to the value of one-fourth (1/4) of his/her accumulated but unused sick leave credit to a maximum of forty-five (45) days.

13.11.1.1 At his or her option, an employee eligible for severance pay may, at the time of retirement, donate sick leave credit accumulated in excess of 180 days, up to a maximum of 5 days, to the Sick Leave Bank under section 5.1.4 of this Agreement provided, however, that the donating employee is a current member of the Bank.

13.11.2 Severance pay shall be given only to those employees who have given the Employer written notice, on such forms as may be prescribed, sixty (60) days prior to the date of retirement, and the payment will be made in a lump sum in the pay period following his/her last regular pay check (actual hours worked) from the Employer. If an employee eligible for a payment pursuant to this policy does not apply to the Employer within one hundred twenty (120) days after the Employer gives written notice of eligibility for payment or transfer of accumulated sick leave for the appointing authority, the payment shall be made to the employee.

13.11.3 The receipt of severance pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the employee

at the time of retirement. The payment of severance pay shall be made only once to any employee.

#### 13.11.4 Retirement Incentive Plan.

13.11.4.1 In order to be eligible to participate in the Retirement Incentive Plan, the Employee must have at least five (5) or more full and continuous years of service with the Board; provides written irrevocable notice of his/her intent to retire to the Board at least ninety (90) calendar days in advance of said retirement; and must fall into the following category:

13.11.4.1.1 s/he met the eligibility requirements **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS during the term of this Agreement provided however s/he retires no later than December 31<sup>st</sup> of the calendar year during which s/he met the eligibility requirements **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS.

13.11.4.2 If an Employee fails to retire by the end of the calendar year when s/he becomes eligible **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS forever waives his/her right to participate in this Retirement Incentive Plan.

13.11.4.3 The Employee's payment under this Lump Sum Buyout shall be made within sixty (60) days following the date of the Employee's retirement.

13.11.4.4 Eligible Employees who are eligible to participate in the Retirement Incentive Plan shall receive five hundred dollars (\$500.00) for each full year of service with the Board based on the Employee's anniversary date which shall be paid within sixty (60) days of the Employee's effective date of retirement.

13.11.4.5 This Plan does not apply to those applying for and/or receiving disability retirement; terminated by the Board for cause or whose contracts are suspended involuntarily; whose contracts are non-renewed or suspended, in accordance with a Board determined reduction in force; and those who do not submit an application for retirement to the STRS or PERS within his/her first year of eligibility for receipt of retirement benefits under the statute and rules governing the STRS or PERS.

- 13.12 Extended Workday/Year. For additional days worked or for deductions on the school year calendar, the rate shall be 1/192 of the annual salary per day. For purposes of deductions and overtime for employees on the calendar year schedule, the rate shall be 1/80 of the biweekly pay/hour [for Categories IV (Program Secretary), VIII (Administrative Assistant), and IX (Maintenance/Custodian)] and 1/70 for all other calendar year categories. NOTE: For Category III (Custodian Assistant – 6-hour day) the rate shall be 1/60. Categories I (Bus Aide), V (Van Driver), and VI (Vehicle Operator) shall be based upon their hourly rate in all cases.
- 13.13 Mileage. Mileage for approved Employer transportation in an employee owned vehicle shall be the rate established by the IRS as of January 1 of that calendar year.
- 13.14 Retirement Premium. The Employer will pick up each employee's contribution to the appropriate State of Ohio retirement system by the salary reduction method (no cost to the Employer).
- 13.15 Insurance.

13.15 1 Coverage. The Employer shall provide all full-time bargaining unit employees insurance coverage as follows:

Deductibles: hospitalization, surgical and major medical coverage with a benefit period network deductible of \$5,000 single/\$10,000 family and a benefit period non-network deductible of \$10,000 single/\$20,000 family; The Board will implement a Health Reimbursement Arrangement (“HRA”). The HRA will be funded by the Board subject to applicable laws, rules and regulations for the purpose of reimbursing Employees for covered medical expenses under the deductibles. Only deductible expenses may be reimbursed from the HRA. Office visit copays, co-insurance, prescription drug copays, dental expenses, vision expenses, and other out-of-pocket health-related expenses cannot be reimbursed from the HRA. The amount of the HRA shall be as follows: \$4,500 for single in-network and non-network and \$9,000 for family in-network and non-network. The HRA shall only be available after the employee has satisfied \$500 of the applicable deductible for single in-network and \$1,000 of the applicable deductible for family in-network. The HRA shall only be available after the employee has satisfied \$1,000 of the applicable deductible for single non-network and \$2,000 of the applicable deductible for family non-network.

Co-Insurance: 90% co-insurance in network and 70% co-insurance out of network;

Co-Insurance Out of Pocket Maximums: \$1,000 co-insurance out of pocket maximum per benefit period for single coverage in network; \$2,000 co-insurance out of pocket maximum per benefit period for family coverage in network; \$2,000



co-insurance out of pocket maximum per benefit period for single coverage out of network; and \$4,000 co-insurance out of pocket maximum per benefit period for family coverage out of network;

The 4<sup>th</sup> quarter deductible carry-over is eliminated;

Prescription Drug Coverage: 30 day supply \$10/25/40;

Mail Order Drug Coverage: \$10/65/120;

Dental Coverage. Subject to Section 13.15.6.4, dental coverage shall be provided in accordance with the corresponding benefits summary page attached to the Agreement at Appendix I.

Vision Coverage. Subject to Section 13.15.6.4, vision coverage shall be provided in accordance with the corresponding benefits summary page attached to the Agreement at Appendix I. The Employer shall provide vision insurance and shall pay a maximum of eight dollars (\$8.00) per month for single coverage and fifty percent (50%) of family coverage up to a maximum payment of eight dollars (\$8.00) per month.

- 13.15.2 The Employer will make family coverage for such insurance benefits available to all part-time bargaining unit employees if the part-time employee pays to the Employer the premium difference between the cost of family coverage and the Employer's cost of single coverage. However, the Employer shall not be responsible for the payment of any insurance costs for part-time employees over and above the premium for single coverage except for those part-time employees who received family coverage as of January 1, 1991.
- 13.15.3 Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the Employer.
- 13.15.4 New bargaining unit employees are eligible for healthcare, dental and vision insurance coverage on the first day of the calendar month following the employee's initial contribution, if applicable, toward the cost of such coverage. An employee may change coverage status from single to family or vice versa in accordance with the applicable plan's requirements. Forms for changes in enrollment status shall be made available by the Employer. Claim forms for each plan shall be available at the Administrative office.
- 13.15.5 Employee Contribution toward Insurance Costs.

- 13.15.5.1 Employees eligible for hospitalization, surgical and major medical insurance coverage will contribute eleven (11%) of the monthly medical insurance premium, except as otherwise provided in this contract.
- 13.15.5.2 Employees eligible for dental coverage will contribute ten percent (10%) of the monthly dental insurance premium in effect on July 1, 2003 and eight percent (8%) of all increases in monthly dental insurance premiums over the premium costs in effect on July 1, 2003.
- 13.15.5.3 Employees eligible for vision coverage will pay the difference between the cost of the vision plan and the Employer's maximum contribution of eight dollars (\$8.00) per month.
- 13.15.5.4 Employee premium contributions will be paid by payroll deduction and will be deducted from the payroll twice (in equal amounts) during the month immediately preceding the month that such deduction is to be applied.
- 13.15.6 General Provisions. The employer shall provide the following documents with respect to insurance coverage:
  - 13.15.6.1 One copy of any contract (plan document) between the Employer and any insurance company (other provider) providing coverage under this agreement shall be provided to the President of the Association and each member of the bargaining unit within a reasonable time after said contract (plan document) is executed or this agreement is ratified, whichever shall last occur.
  - 13.15.6.2 One copy of any plan document prepared by the insurance company which describes the benefits under any insurance coverage provided by this agreement shall be provided to the President of the Association and each employee of the bargaining unit within a reasonable time after agreed to modification(s) or new coverage(s).
  - 13.15.6.3 New employees shall be provided such documents upon employment provided they have been received from the insurance company upon their employment.
  - 13.15.6.4 Any health care benefits and services that extend to bargaining unit employees under this agreement will not be reduced, modified, or eliminated during the term of this

agreement without the written approval of the Association. However, the Board may obtain healthcare, life, dental, and/or vision insurance from another provider during the term of this Agreement without the written approval of the Association provided that (1) the insurance is the same or comparable to the level of benefits provided at the commencement of this Agreement; and (2) the cost of the insurance from another provider is the same or less. At any time during the term of this Agreement, the Board may join with other employer(s) to increase the size of the pool of participating employees to obtain better insurance rates for healthcare, life, dental, and/or vision coverage provided that (1) the insurance is the same or comparable to the level of benefits provided at the commencement of this Agreement; and (2) the cost of the insurance is the same or less.

13.15.7 The insurance provided by this section shall be provided to all employees under conditions set forth by this Section.

13.15.8 125 Plan. Bargaining unit employees, at their own cost, have the option to participate in a 125 Plan. The 125 Plan allows employees to participate in medical reimbursement and dependent care reimbursement up to certain limits as well as premium pass-throughs of employee contributions for insurances. There will be an open enrollment period once during the calendar year. Any money left unused in the reimbursement accounts at the end of the calendar year will be neither refundable nor usable at any time in the future. Should a 125 Plan participant separate from employment at any time prior to the end of the calendar year, he/she will be responsible to re-pay the Board for any medical reimbursements that exceed the balance of available funds in his/her 125 Plan account at the time that his/her employment ends.

13.15.9 Life Insurance. The Employer shall provide each bargaining unit employee with a term life insurance policy in the face amount of twenty-five thousand dollars (\$25,000) with double indemnity. Any employee who attains age 65 shall be provided with a term life insurance policy in the amount of one-half (1/2) of the term life insurance policy set forth in the previous sentence.

13.16 Tuition Reimbursement.

13.16.1 The Employer shall pay the full tuition cost for courses required by the State of Ohio for the employee to remain properly certified to perform the responsibilities of his/her current position.

13.16.2 In any case, such reimbursement shall be paid to the employee within thirty (30) days of the employee having provided documentation, to the Superintendent, that such class work was successfully completed, the amount of tuition paid, and that said class(es) is/are acceptable under this provision (if requested to do so by the Superintendent). Said tuition reimbursement shall not be arbitrarily or capriciously rejected/withheld by the Employer.

#### 13.17 Employee Expenses.

Employees shall be reimbursed for actual and necessary out-of-pocket expenses that are incurred in order to meet the requirements of a student IEP on outings/ field trips. Such expenses must be pre-approved by a supervisor and shall be supported by proof of payment, *i.e.*, a receipt, if reasonably available. If any such expense involves meals, the maximum allowed for reimbursement per meal shall be five dollars (\$5.00) for breakfast, ten dollars (\$10.00) for lunch, and ten dollars (\$10.00) for dinner. There shall be no reimbursement for sales tax or tips.

13.18 CPI Supplemental Salary--An employee who performs the duty of CPI trainer, as outlined in Article 6.10, shall be annually compensated \$2,500, with payments made on a quarterly basis during the school year. This compensation shall be commensurate with appropriate credentialing. Any change in the CPI Supplemental Salary compensation shall be done in consultation with the Association.

### **ARTICLE 14: REDUCTION IN FORCE**

14.1 Reasons for Layoff. Whenever it becomes necessary for the Board to layoff members of the bargaining unit due to decrease in student enrollment, lack of funds or lack of work, the following procedures will be followed.

#### 14.2 Procedures for Layoff.

14.2.1 In the event of a layoff, the Superintendent shall notify the Association President, in writing, at least sixty (60) calendar days in advance of the effective date of the layoff. Within five (5) calendar days after notification to the Association President, the Superintendent will, upon request by the Association President, meet with the Association officers and provide the reasons for the layoff and discuss possible alternatives. The Superintendent shall notify each employee to be laid-off at least 30 calendar days before layoff date.

14.2.2 Whenever a layoff is contemplated, the Board shall take into consideration attrition prior to layoffs being implemented. Employees shall be laid off within the classification where a reduction occurs (classification

shall be denied as those job titles set forth in Article 6.3.2 of this Agreement) in order of seniority beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off in each classification. A laid off employee may exercise his/her bargaining unit seniority by displacing the next least senior employee in his/her own classification or classification series for which the employee is qualified.

•Qualified is defined as meeting entry level job description qualifications and having a knowledge of the job.

14.2.3 "Seniority" shall be defined as the length of continuous service with the Board as computed from the most recent date of hire. In the event two (2) or more employees in the same classification, have the same classification, and have the same date of hire, the date on the employee's initial application for employment shall be the tie-breaking factor.

14.3 Notification of Layoff. The notice of layoff to each affected employee shall contain the reason(s) for the layoff, the effective date of the layoff and the right of the employee to displace a less senior employee under the provisions of this reduction in force article.

14.4 Recall. When employees are laid off, the employer shall create a recall list. The Board will recall employees within their classifications from layoff in order of the most senior first. An employee shall be eligible for recall for a period of twenty-four (24) months after the effective date of the layoff. In the circumstance where a vacancy occurs in a classification and no employee in that classification is on the recall list the most senior qualified person on the recall list from another classification may be recalled to fill that vacancy.

14.5 Return to Initial Position. In the event an employee is recalled into a classification other than the classification from which he/she was laid-off, such employee has the right to be returned to his/her original classification if and when such a position becomes vacant.

14.6 Benefits. All benefits to which a bargaining unit member was entitled at the time of his/her layoff, including unused accumulated sick leave and vacation leave, will be restored to him/her upon his/her return to active employment.

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

14.7 Notice of Recall. Notice of recall from a layoff shall be sent to the employee's last known address by certified or registered mail or may be hand delivered to the employee with a written acknowledgment of receipt. A copy of such notice of recall shall be provided to the Association President.

- 14.8 Return from Recall. The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Superintendent of his/her intentions to return to work and shall have twelve (12) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work (a longer period of time) is otherwise specified in the notice. In the event of extenuating circumstances (*i.e.*, illness, injury, absence from area or for other good and just cause) as determined by the Superintendent and which prevents the employee from returning within the above time limit, the Superintendent may grant a reasonable extension of the above stated time limits.
- 14.9 Removal from the Recall List. Any employee not responding to the notice of recall within the time limits set forth above or who declines recall to his/her original classification, shall be removed from the recall list, thereby relinquishing all recall rights.
- 14.10 Reduction in Force Classification Series List.

<b>Classification</b>	<b>Position Title (Categories)</b>
A	Developmental Specialist, Intervention Specialist, APE Instructor, Speech-Language Pathologist
B	Nurse
C	Maintenance Custodian
D	Vehicle Operator
E	Job Trainer, Instructor Assistant, Administrative Assistant, Program Secretary
F	Custodian Assistant, Bus Aide, Van Driver

An employee can bump in his/her own classification first, then into a lower classification series as set forth below according to his/her bargaining unit seniority (hiring date).

Classification

A	B,C,D,E,F
B	C,D,E,F
C	D,E,F
D	E,F
E	F

The employee bumping into a position must be qualified\* to fill that position.

- Qualified is defined as meeting entry level job description qualification and having a knowledge of the job.



- Each employee shall be listed according to his/her seniority in the classification series. An employee shall have the right to bump the next less senior employee in the classification series, regardless of Position Title, and if he/she is qualified for that position.

#### **ARTICLE 15: HEALTHCARE BENEFIT COMMITTEE**

- 15.1 A Healthcare Benefit Committee shall be created consisting of an equal number of Board and Association representatives or such other stakeholders as the Committee may agree upon. The Committee may invite a consultant to meet with the Committee to discuss issues affecting healthcare on an as-needed basis.
- 15.2 The Committee will establish a mission statement that includes the mutual interests of providing information to bargaining unit members on cost-effective and efficient ways to utilize healthcare and to keep current as to changes and trends in healthcare.
- 15.3 Subject to the approval of the Superintendent/designee, the Healthcare Benefit Committee will schedule meetings during regular business hours and at such locations to enable the Board to satisfy mandated acuity ratios. For meetings scheduled during the workday, the Board shall grant release time.
- 15.4 The Committee shall meet with the negotiations teams prior to the beginning of negotiations to present information and options on healthcare benefits for the teams to consider in negotiations.

#### **ARTICLE 16: MANAGEMENT RIGHTS**

- 16.1 The Association recognizes and accepts the rights and authority of the Board to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy, including, but not limited to the following:
1. To determine the functions of and programs of the Employer;
  2. To determine the standards of services to be delivered;
  3. To determine the overall budget;
  4. To determine how technology may be utilized to maintain and improve the efficient operations of the Employer;
  5. To determine the Employer's organizational structure;
  6. To direct, supervise, evaluate and hire employees;
  7. To maintain and improve the efficiency and effectiveness of the Employer's operation;
  8. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;

9. To suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
  10. To determine the adequacy of and effectively manage the workforce;
  11. To determine the mission of the Board as a unit of government; and
  12. To take actions necessary to carry out the mission of the Employer as a governmental unit.
- 16.2 The Association recognizes and accepts that all rights and responsibilities of the Employer not specifically modified or limited by this Agreement or ensuing Agreements shall remain the exclusive function of the Employer.

### **ARTICLE 17: ADHERENCE TO APPLICABLE LAWS**

- 17.1 In General. Except where specifically addressed elsewhere in this Agreement, the respective rights and obligations of the Employer and the employees regarding Management Rights, Appointment, Promotion, Transfer, Tenure, and Employee Protection shall be governed by the applicable statutory provisions set forth in the Ohio Revised Code. No provision of this collective bargaining agreement shall be construed to supersede the provisions of law that are applicable to the above-cited subjects, unless the provision specifically refers to the fact that it is intended to replace a specific section of law that is applicable to a subject cited above. In cases where this agreement makes no specification about a matter the Employer and the Association are subject to all applicable law.
- 17.2 Change in Law. For the purposes of this Agreement, the applicable provisions contained in the law and regulations shall be considered to be dynamic, rather than static and fixed as of the day the parties execute this Agreement. Thus, if the General Assembly or other legislative body or agency amends, adds, or deletes any statute or regulation affecting any provision of this Agreement, the parties shall be bound by the change.
- 17.3 Disputes Regarding Cited Subjects. The grievance and arbitration procedures contained in Article 4 of this agreement shall not apply to any matter cited in this Article and which is governed solely by the Ohio Revised Code and not specifically addressed elsewhere in this Agreement. The State Personnel Board of Review, State Employment Relations Board, or a court of competent jurisdiction shall be the proper exclusive forums for resolution of such disputes. The grievance procedure may be utilized should there be a dispute regarding the meaning and application of this article.

## **ARTICLE 18: EFFECTS AND DURATION OF CONTRACT**

- 18.1 Term of Contract. This Agreement shall be three (3) consecutive calendar years in duration commencing on January 1, 2020 and expiring on December 31, 2022.
- 18.2 Effect of Contract. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining; the parties arrived at an understanding after the exercise of that right; and the entire understanding is set forth in this Agreement. Therefore, the Employer and the Association, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any decision or its effect on any subject matter referred to or covered by this Agreement. The Employer and the Association may mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by written agreement.
- 18.3 Copies of Contract. Within thirty (30) days after the Agreement is signed, copies shall be printed and distributed by the Association. The Association shall provide the Employer with thirty (30) copies of the Agreement.
- 18.3.1 Employee's Receipt of Agreement. The Employer is responsible to notify the Association President of the names of all new employees within two (2) workdays after the employee is hired. The Association will have the responsibility to provide all new employees with a copy of the negotiated Agreement. The new employee will then be deemed to have received a copy of the Agreement which shall serve as notification of all provisions contained in the Agreement and the responsibility for all of the information contained therein.
- 18.4 Severability. Should any court of competent jurisdiction determine that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect. Within ten (10) days after any such ruling, the Employer and the Association shall meet to bargain over the impact of the decision in order to bring the Agreement into compliance with the court ruling.


18.5 This Agreement is made and entered into at Ashland, Ohio, on this 23 day of June, 2020 by and between the Employer and the Association.


18.6 Agreement. This Contract between the parties is attested to by the representatives whose signatures appear below.

**Ashland County Developmental  
Disabilities Education Association**



Liana Ashbrook, Assoc. President


  
Jessica Burgett

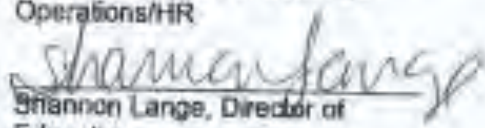
  
Kathy Kyser

  
Chris Cloud, OEA LRC

**Ashland County Board of  
Developmental Disabilities**

  
Dave Asriley, Superintendent

  
Kim Meehan, Dir. of Business  
Operations/HR

  
Shannon Lange, Director of  
Education

## APPENDIX A

### BASE SALARIES AND PLACEMENT SCHEDULE FOR EMPLOYEES

Categories	I	II	III Custodial Assistant (6-hour day)	IV Program Secretary	V Van Driver	VI Vehicle Operator
<b>Old Base (2019)</b>	\$6,393	\$16,496	\$15,821	\$21,545	\$9,296	\$9,830
<b>New Base (2020)</b>	\$6,585	\$16,991	\$16,296	\$22,191	\$9,575	\$10,125
<b>1</b>	\$6,716	\$17,331	\$16,622	\$22,635	\$9,766	\$10,327
<b>2</b>	\$6,851	\$17,677	\$16,954	\$23,088	\$9,962	\$10,534
<b>3</b>	\$6,988	\$18,031	\$17,293	\$23,550	\$10,161	\$10,745
<b>4</b>	\$7,128	\$18,391	\$17,639	\$24,021	\$10,364	\$10,960
<b>5</b>	\$7,270	\$18,759	\$17,992	\$24,501	\$10,571	\$11,179
<b>6</b>	\$7,416	\$19,134	\$18,352	\$24,991	\$10,783	\$11,402
<b>7</b>	\$7,564	\$19,517	\$18,719	\$25,491	\$10,999	\$11,630
<b>8</b>	\$7,715	\$19,908	\$19,093	\$26,001	\$11,218	\$11,863
<b>9</b>	\$7,869	\$20,306	\$19,475	\$26,521	\$11,443	\$12,100
<b>10</b>	\$8,027	\$20,712	\$19,864	\$27,051	\$11,672	\$12,342
<b>11</b>	\$8,187	\$21,126	\$20,262	\$27,592	\$11,905	\$12,589
<b>12</b>	\$8,351	\$21,549	\$20,667	\$28,144	\$12,143	\$12,841
<b>13</b>	\$8,518	\$21,980	\$21,080	\$28,707	\$12,386	\$13,098
<b>14</b>	\$8,688	\$22,419	\$21,502	\$29,281	\$12,634	\$13,360
<b>15</b>	\$8,862	\$22,867	\$21,932	\$29,867	\$12,887	\$13,627

<b>Categories</b>	<b>VII</b>	<b>VIII and IX</b>	<b>X</b>
		<b>Administrative Assistant, Maintenance Custodian</b>	<b>Nurse (RN)</b>
<b>Job Trainer</b>			
<b>Old Base (2019)</b>	\$17,453	\$25,900	\$28,044
<b>New Base (2020)</b>	\$17,977	\$26,677	\$28,885
<b>1</b>	\$18,336	\$27,211	\$29,463
<b>2</b>	\$18,703	\$27,755	\$30,052
<b>3</b>	\$19,077	\$28,310	\$30,653
<b>4</b>	\$19,458	\$28,876	\$31,266
<b>5</b>	\$19,848	\$29,454	\$31,892
<b>6</b>	\$20,245	\$30,043	\$32,530
<b>7</b>	\$20,649	\$30,643	\$33,180
<b>8</b>	\$21,062	\$31,256	\$33,844
<b>9</b>	\$21,484	\$31,881	\$34,521
<b>10</b>	\$21,913	\$32,519	\$35,211
<b>11</b>	\$22,352	\$33,169	\$35,915
<b>12</b>	\$22,799	\$33,833	\$36,634
<b>13</b>	\$23,255	\$34,510	\$37,366
<b>14</b>	\$23,720	\$35,200	\$38,114
<b>15</b>	\$24,194	\$35,904	\$38,876



<b>Categories</b>	<b>XI</b>	<b>XI a</b>	<b>XI b</b>	<b>XI c</b>	<b>XI d</b>	<b>XI e</b>	<b>XI f</b>
	<b>Base - APE Instructor, Nurse (BSN)</b>	<b>Base, BA+10</b>	<b>Base, BA+20</b>	<b>Base, Master's</b>	<b>Base, MA+10</b>	<b>Base, MA+20</b>	<b>Base, MA+30</b>
<b>Old Base (2019)</b>	\$32,993	\$33,983	\$34,973	\$36,293	\$37,613	\$38,933	\$40,251
<b>New Base (2020)</b>	\$33,983	\$35,002	\$36,022	\$37,382	\$38,741	\$40,101	\$41,459
<b>1</b>	\$34,662	\$35,703	\$36,743	\$38,129	\$39,516	\$40,903	\$42,288
<b>2</b>	\$35,356	\$36,417	\$37,477	\$38,892	\$40,307	\$41,721	\$43,134
<b>3</b>	\$36,063	\$37,145	\$38,227	\$39,670	\$41,113	\$42,555	\$43,997
<b>4</b>	\$36,784	\$37,888	\$38,992	\$40,463	\$41,935	\$43,407	\$44,877
<b>5</b>	\$37,520	\$38,646	\$39,771	\$41,273	\$42,774	\$44,275	\$45,774
<b>6</b>	\$38,270	\$39,418	\$40,567	\$42,098	\$43,629	\$45,160	\$46,690
<b>7</b>	\$39,036	\$40,207	\$41,378	\$42,940	\$44,502	\$46,063	\$47,623
<b>8</b>	\$39,816	\$41,011	\$42,206	\$43,799	\$45,392	\$46,985	\$48,576
<b>9</b>	\$40,613	\$41,831	\$43,050	\$44,675	\$46,300	\$47,924	\$49,547
<b>10</b>	\$41,425	\$42,668	\$43,911	\$45,568	\$47,226	\$48,883	\$50,538
<b>11</b>	\$42,253	\$43,521	\$44,789	\$46,480	\$48,170	\$49,861	\$51,549
<b>12</b>	\$43,098	\$44,392	\$45,685	\$47,409	\$49,133	\$50,858	\$52,580
<b>13</b>	\$43,960	\$45,279	\$46,599	\$48,357	\$50,116	\$51,875	\$53,632
<b>14</b>	\$44,840	\$46,185	\$47,531	\$49,324	\$51,118	\$52,912	\$54,704
<b>15</b>	\$45,736	\$47,109	\$48,481	\$50,311	\$52,141	\$53,971	\$55,798

<b>Categories</b>	<b>XII</b>	<b>XII a</b>	<b>XII b</b>
	<b>Intervention Specialist, BA</b>	<b>Intervention Specialist, BA+10</b>	<b>Intervention Specialist, BA+20</b>
<b>Old Base (2019)</b>	\$35,352	\$36,342	\$37,332
<b>New Base (2020)</b>	\$36,413	\$37,432	\$38,452
<b>1</b>	\$37,141	\$38,181	\$39,221
<b>2</b>	\$37,884	\$38,944	\$40,005
<b>3</b>	\$38,641	\$39,723	\$40,806
<b>4</b>	\$39,414	\$40,518	\$41,622
<b>5</b>	\$40,202	\$41,328	\$42,454
<b>6</b>	\$41,006	\$42,155	\$43,303
<b>7</b>	\$41,827	\$42,998	\$44,169
<b>8</b>	\$42,663	\$43,858	\$45,053
<b>9</b>	\$43,516	\$44,735	\$45,954
<b>10</b>	\$44,387	\$45,629	\$46,873
<b>11</b>	\$45,274	\$46,542	\$47,810
<b>12</b>	\$46,180	\$47,473	\$48,766
<b>13</b>	\$47,104	\$48,422	\$49,742
<b>14</b>	\$48,046	\$49,391	\$50,737
<b>15</b>	\$49,007	\$50,379	\$51,751

<b>Categories</b>	<b>XII c and XIV c</b>	<b>XII d and XIV d</b>	<b>XII e and XIV e</b>	<b>XII f and XIV f</b>
	<b>Intervention Specialist, SLP, Master's</b>	<b>Intervention Specialist, SLP, MA+10</b>	<b>Intervention Specialist, SLP, MA+20</b>	<b>Intervention Specialist, SLP, MA+30</b>
<b>Old Base (2019)</b>	\$38,651	\$39,971	\$41,291	\$42,610
<b>New Base (2020)</b>	\$39,811	\$41,170	\$42,529	\$43,889
<b>1</b>	\$40,607	\$41,994	\$43,380	\$44,767
<b>2</b>	\$41,419	\$42,833	\$44,248	\$45,662
<b>3</b>	\$42,247	\$43,690	\$45,133	\$46,575
<b>4</b>	\$43,092	\$44,564	\$46,035	\$47,507
<b>5</b>	\$43,954	\$45,455	\$46,956	\$48,457
<b>6</b>	\$44,833	\$46,364	\$47,895	\$49,426
<b>7</b>	\$45,730	\$47,292	\$48,853	\$50,414
<b>8</b>	\$46,644	\$48,237	\$49,830	\$51,423
<b>9</b>	\$47,577	\$49,202	\$50,827	\$52,451
<b>10</b>	\$48,529	\$50,186	\$51,843	\$53,500
<b>11</b>	\$49,499	\$51,190	\$52,880	\$54,570
<b>12</b>	\$50,489	\$52,214	\$53,938	\$55,662
<b>13</b>	\$51,499	\$53,258	\$55,016	\$56,775
<b>14</b>	\$52,529	\$54,323	\$56,117	\$57,910
<b>15</b>	\$53,580	\$55,410	\$57,239	\$59,069

<b>Categories</b>	<b>XIII</b>	<b>XIII a</b>	<b>XIII b</b>
	<b>Developmental Specialist, BA</b>	<b>Developmental Specialist, BA+10</b>	<b>Developmental Specialist, BA+20</b>
<b>Old Base (2019)</b>	\$35,731	\$36,721	\$37,711
<b>New Base (2020)</b>	\$36,803	\$37,823	\$38,842
<b>1</b>	\$37,539	\$38,579	\$39,619
<b>2</b>	\$38,290	\$39,351	\$40,412
<b>3</b>	\$39,056	\$40,138	\$41,220
<b>4</b>	\$39,837	\$40,941	\$42,044
<b>5</b>	\$40,634	\$41,759	\$42,885
<b>6</b>	\$41,447	\$42,595	\$43,743
<b>7</b>	\$42,275	\$43,447	\$44,618
<b>8</b>	\$43,121	\$44,315	\$45,510
<b>9</b>	\$43,983	\$45,202	\$46,420
<b>10</b>	\$44,863	\$46,106	\$47,349
<b>11</b>	\$45,760	\$47,028	\$48,296
<b>12</b>	\$46,676	\$47,969	\$49,261
<b>13</b>	\$47,609	\$48,928	\$50,247
<b>14</b>	\$48,561	\$49,906	\$51,252
<b>15</b>	\$49,532	\$50,905	\$52,277

<b>Categories</b>	<b>XIII c</b>	<b>XIII d</b>	<b>XIII e</b>	<b>XIII f</b>
	<b>Developmental Specialist, Master's</b>	<b>Developmental Specialist, MA+10</b>	<b>Developmental Specialist, MA+20</b>	<b>Developmental Specialist, MA+30</b>
<b>Old Base (2019)</b>	\$39,031	\$40,350	\$41,670	\$42,990
<b>New Base (2020)</b>	\$40,202	\$41,561	\$42,920	\$44,280
<b>1</b>	\$41,006	\$42,392	\$43,779	\$45,165
<b>2</b>	\$41,826	\$43,240	\$44,654	\$46,068
<b>3</b>	\$42,662	\$44,105	\$45,547	\$46,990
<b>4</b>	\$43,516	\$44,987	\$46,458	\$47,930
<b>5</b>	\$44,386	\$45,887	\$47,387	\$48,888
<b>6</b>	\$45,274	\$46,804	\$48,335	\$49,866
<b>7</b>	\$46,179	\$47,740	\$49,302	\$50,863
<b>8</b>	\$47,103	\$48,695	\$50,288	\$51,881
<b>9</b>	\$48,045	\$49,669	\$51,294	\$52,918
<b>10</b>	\$49,006	\$50,663	\$52,320	\$53,977
<b>11</b>	\$49,986	\$51,676	\$53,366	\$55,056
<b>12</b>	\$50,985	\$52,709	\$54,433	\$56,157
<b>13</b>	\$52,005	\$53,764	\$55,522	\$57,280
<b>14</b>	\$53,045	\$54,839	\$56,632	\$58,426
<b>15</b>	\$54,106	\$55,936	\$57,765	\$59,594

**APPENDIX B**  
**SALARY/WAGES SCHEDULE CATEGORIES**

Category I	Bus Aide
Category II	Instructor Assistant
Category III	Custodian Assistant – 6-hour day
Category IV	Program Secretary
Category V	Van Driver
Category VI	Vehicle Operator
Category VII	Job Trainer
Category VIII	Administrative Assistant
Category IX	Maintenance/Custodian
Category X	Nurse (RN)
Category XI	APE Instructor, Nurse (BSN) (bachelor's degree with required certification)
XI a	Ten (10) semester hours beyond a bachelor's degree in a related work field
XI b	Twenty (20) semester hours beyond a bachelor's degree in a related work field
XI c	Master's degree
XI d	Ten (10) semester hours beyond a master's degree in a related work field
XI e	Twenty (20) semester hours beyond a master's degree in a related work field
XI f	Thirty (30) semester hours beyond a master's degree in a related work field
Category XII	Intervention Specialist (bachelor's degree with required certification)
XII a	Ten (10) semester hours beyond a bachelor's degree in a related work field



XII b	Twenty (20) semester hours beyond a bachelor's degree in a related work field
XII c	Master's degree
XII d	Ten (10) semester hours beyond a master's degree in a related work field
XII e	Twenty (20) semester hours beyond a master's degree in a related work field
XII f	Thirty (30) semester hours beyond a master's degree in a related work field
Category XIII	Developmental Specialist (bachelor's degree with required certification)
XIII a	Ten (10) semester hours beyond a bachelor's degree in a related work field
XIII b	Twenty (20) semester hours beyond a bachelor's degree in a related work field
XIII c	Master's degree
XIII d	Ten (10) semester hours beyond a master's degree in a related work field
XIII e	Twenty (20) semester hours beyond a master's degree in a related work field
XIII f	Thirty (30) semester hours beyond a master's degree in a related work field
Category XIV c	Speech-Language Pathologist (SLP) (master's degree with required certification)
XIV d	Ten (10) semester hours beyond a master's degree in a related work field
XIV e	Twenty (20) semester hours beyond a master's degree in a related work field
XIV f	Thirty (30) semester hours beyond a master's degree in a related work field

# APPENDIX C

## Grievance Form

Grievance # \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

### INFORMAL STEP (Immediate Supervisor)

Date of discussion at the Informal Step: \_\_\_\_\_

Names of individuals present during the Informal Step: \_\_\_\_\_

\_\_\_\_\_

### STEP ONE (Immediate Supervisor)

Date filed: \_\_\_\_\_

A. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

B. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

Appropriate Supervisor \_\_\_\_\_

Disposition of Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date



## APPENDIX D

### STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

Ashland County Mental Retardation and Developmental  
Disabilities Education Association/OEA/NEA,  
Employee Organization,  
and  
Ashland County Board of Mental Retardation and Developmental Disabilities,  
Employer.

CASE NUMBER: 90-REP-03-0091

#### CERTIFICATION OF UNIT DETERMINATION ELECTION AND CERTIFICATION OF ELECTION RESULTS

Before Chairman Sheehan and Board Members Latane and Pottenger; July 12, 1990.

Pursuant to Ohio Revised Code Section 4117.07(C), a secret ballot election was conducted by the Board on June 6, for certain professional and nonprofessional employees of the Ashland County Board of Mental Retardation and Developmental Disabilities. Balloting was conducted pursuant to the provisions of Ohio Revised Code Section 4117.06(D)(1) to determine if a majority of professional employees and a majority of nonprofessional employees wish to be included in one unit.

With regard to the unit determination issue, the Board certifies that the results of the election are: with thirty-one (31) nonprofessional employees voting, eighteen (1) voted for a combined unit, thirteen (13) voted for separate units, and there were no challenged ballots. With nine (9) professional employees voting, eight (8) voted for a combined unit, one (1) voted for separate units, and there were no challenged ballots.

Accordingly, pursuant to Ohio Revised Code Section 4117.06(D)(1), a combined unit of professional and non-professional employees is appropriate. The appropriate combined unit is:

INCLUDED: All professional employees including but not limited to teachers, language development specialists, infant development specialists and physical development specialists.

All nonprofessional employees including but not limited to teacher assistants, workshop specialists, habilitation specialists, bus drivers, custodians, secretaries and kitchen assistant.

EXCLUDED: All supervisory, confidential and management-level employees as defined by 4117 including but not limited to superintendent, secretary to the superintendent, habilitation manager, bus supervisor, work placement coordinator, principal, production manager, adult services director, case managers and kitchen manager.

In the combined unit, the Board certifies that the results of the representation election are: forty (40) votes were cast, twenty-one (21) votes were for Ashland County Mental Retardation and Developmental Disabilities Education Association/OEA/NEA, nineteen (19) votes were for "no representative," and there were no challenged ballots. The Ashland County Mental Retardation and Developmental Disabilities Education Association/OEA/NEA has received a majority of the votes cast and is certified as the exclusive representative of all employees in the combined unit.

It is so directed.

SHEEHAN, Chairman, and LATANE and POTTENGER, Board Members, concur.

s/ William P. Sheehan  
WILLIAM P. SHEEHAN, CHAIRMAN

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code Section 119.12, by filing a notice of appeal with the Board at 65 East State Street, 12<sup>th</sup> Floor, Columbus Ohio 43215-4213, and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon each party on this 18<sup>th</sup> day of July, 1990.

S/Cynthia L. Spanski  
CYNTHIA L. SPANSKI, CLERK

NES:mw/3551o

## **APPENDIX E**

### Calendar

The school and transportation program year calendars for the appropriate program year shall be incorporated herein by reference when adopted during each year of this contract.

## APPENDIX F

### VACATION ELIGIBILITY TABLE

(Based on a 40 hour week)

TOTAL SERVICE	ACCUMULATED HRS. EACH PAY PERIOD	ELIGIBLE TO TAKE VACATION	MAXIMUM ACCUMULATION	VACATION EARNED PER YEAR
*(1)	*(2)	*(3)	*(3)	*(4)
LESS than one (1) year	3.1 hours	NO	N/A	N/A
More than one (1) year	3.1 hours	YES	160 hours (2years)	Two (2) Weeks
More than eight (8) years	4.6 hours	YES	240 hours (2years)	Three (3) Weeks
More than fifteen (15) years	6.2 hours	YES	320 hours (2years)	Four (4) Weeks
More than twenty-five (25) years	7.7 hours	YES	400 hours (2years)	Five (5) Weeks

\*(1) with state, county or other political subdivision of the State of Ohio. A year is defined as 26 biweekly pay periods.

\*(2) hours do not accumulate while employee is on an unpaid leave of absence.

\*(3) must be with the approval of the appointing authority.

\*(4) maximum accumulation as of the last day of any calendar year.

\* Accrued and unused vacation days shall be paid in a lump sum after the employee's last day of work when such employee is separated from employment.



VACATION ELIGIBILITY TABLE  
(Based on a 35 hour week)

TOTAL SERVICE	ACCUMULATED HRS. EACH PAY PERIOD	ELIGIBLE TO TAKE VACATION	MAXIMUM ACCUMULATION	VACATION EARNED PER YEAR
*(1)	*(2)	*(3)	*(3)	*(4)
LESS than one (1) year	2.7125 hours	NO	N/A	N/A
More than one (1) year	2.7125 hours	YES	140 hours (2years)	Two (2) Weeks
More than eight (8) years	4.025 hours	YES	210 hours (2years)	Three (3) Weeks
More than fifteen (15) years	5.425 hours	YES	280 hours (2years)	Four (4) Weeks
More than twenty-five (25) years	6.7375 hours	YES	350 hours (2years)	Five (5) Weeks

\*(1) with state, county or other political subdivision of the State of Ohio. A year is defined as 26 biweekly pay periods.

\*(2) hours do not accumulate while employee is on an unpaid leave of absence.

\*(3) must be with the approval of the appointing authority.

\*(4) maximum accumulation as of the last day of any calendar year.

\* Accrued and unused vacation days shall be paid in a lump sum after the employee's last day of work when such employee is separated from employment.

## VACATION ELIGIBILITY TABLE

(Based on a 20 hour week)

TOTAL SERVICE	ACCUMULATED HRS. EACH PAY PERIOD	ELIGIBLE TO TAKE VACATION	MAXIMUM ACCUMULATION	VACATION EARNED PER YEAR
*(1)	*(2)	*(3)	*(3)	*(4)
LESS than one (1) year	1.55 hours	NO	N/A	N/A
More than one (1) year	1.55 hours	YES	80 hours (2years)	Two (2) Weeks
More than eight (8) years	2,3 hours	YES	120 hours (2years)	Three (3) Weeks
More than fifteen (15) years	3.1 hours	YES	160 hours (2years)	Four (4) Weeks
More than twenty-five (25) years	3.85 hours	YES	200 hours (2years)	Five (5) Weeks

\*(1) with state, county or other political subdivision of the State of Ohio. A year is defined as 26 biweekly pay periods.

\*(2) hours do not accumulate while employee is on an unpaid leave of absence.

\*(3) must be with the approval of the appointing authority.

\*(4) maximum accumulation as of the last day of any calendar year.

\* Accrued and unused vacation days shall be paid in a lump sum after the employee's last day of work when such employee is separated from employment.

**APPENDIX G**  
**Ashland County Board of Developmental Disabilities**  
**Fitness for Duty Certification**  
**(to be submitted prior to reinstatement to work)**

<b>Employee's Name:</b>
<b>Position:</b>
<b>Employee's mental or physical incapacity or impairment requiring examination:</b>

**To be completed by treating health care provider:**  
**I have reviewed the Board approved job description and Essential Job Functions and conclude to a reasonable degree of medical certainty that (check which applies):**

<input type="checkbox"/>	The employee is mentally and physically fit to return to full duty and can perform all essential functions of the job without restrictions.
<input type="checkbox"/>	The employee is unable to perform all essential functions of the job, but may return to work with restrictions. (ATTACH A DETAILED SUMMARY OF RESTRICTIONS)
<input type="checkbox"/>	The employee is not physically or mentally able to return to the position. The employee will be re-evaluated on _____.

**Treating health care provider name:** \_\_\_\_\_

\_\_\_\_\_  
**Health Care Provider Signature** **Date**

**APPENDIX G-1**  
**Ashland County Board of Developmental Disabilities**  
**Return to Work Certification**  
**(to be submitted prior to reinstatement to work)**

<b>Employee's Name:</b>
<b>Position:</b>
<b>Employee's mental or physical incapacity or impairment requiring examination:</b>

**To be completed by treating health care provider:**  
**I have reviewed the Board approved job description and Essential Job Functions and conclude to a reasonable degree of medical certainty that (check which applies):**

<input type="checkbox"/>	The employee is mentally and physically fit to return to full duty and can perform all essential functions of the job without restrictions.
<input type="checkbox"/>	The employee is not physically or mentally able to return to the position and perform all essential job functions. The employee will be re-evaluated on _____.

**Treating health care provider name:** \_\_\_\_\_

\_\_\_\_\_  
**Health Care Provider Signature**

\_\_\_\_\_  
**Date**

## APPENDIX H

### PAYROLL CALCULATIONS

Below are examples of payroll calculations using calendar year 2014 rates:

9 month instructor: J0 - \$30,940. Divide by 192 days = \$161.15 per day; divide by 7 hours per day = \$23.02 per hour.

This is the same for a 12 month employee except the yearly amount is divided by the days worked. The Board has employees that work 249 days; 244 days and 224 days.

If an employee fills in for another employee in a higher pay class, the employer must figure the difference using the hourly rate as employees do not always work a full day.

Example: Employee A is on the pay schedule at G16 and fills in for a Supervisor who is Class I. Employee A at G16 (7-hour day) makes \$35,175 divided by 249 days which equals \$141.27 per day. Divide this by 7 hours per day which equals \$20.18 per hour. If this employee was working in class I (7-hour day) on Step 16, he/she would be making \$45,689. Dividing this by 249 days equals \$183.49; which divided by 7 hours equals \$26.21

If an employee fills in for a Manager, the employee is entitled to an additional 15% times the employee's hourly rate.

If an employee works over 40 hours per week, the employee is paid time and one-half at their hourly rate at the time of the overtime in accordance with applicable provisions in this Agreement.

Appendix H is included for illustrative and instructional purposes only. Nothing herein shall be construed as binding on the Board or any of its employees with respect to calculating payroll nor shall the calculation in Appendix H be interpreted to supersede the Board's obligation to calculate payroll pursuant to applicable federal, state and/or local law and regulation.

# APPENDIX I

## Summary of Benefits

### Ashland County Board of Developmental Disabilities 2020 Benefit Summary Snapshot

MEDICAL INSURANCE: MEDICAL MUTUAL OF OHIO <a href="http://www.medmutual.com">www.medmutual.com</a>		
Plan Feature	In-Network	Out-of-Network
<b>Deductible:</b>		
Single	\$5,000	\$10,000
Family	\$10,000	\$20,000
<i>Employer reimburses \$4,500/\$9,000 via an HRA after employee satisfies first \$500/\$1,000 of the deductible</i>		
Coinsurance (after deductible)	10%	30%
<b>Coinsurance Limit</b>		
Single	\$1,000	\$2,000
Family	\$2,000	\$4,000
<b>Out-of-Pocket Maximum</b>		
Single	\$ 8,350	\$ 7,800
Family	\$12,700	\$15,000
Office Visit – Illness/Injury	\$15 copay	30% coinsurance
Preventive Care/Screenings/Immunizations	No charge	30% coinsurance
Urgent Care	\$75 copay	30% coinsurance
Emergency Room and Services	\$200 copay (waived if admitted.) Additional charges may apply if non-network and non-emergency)	
Facility Services – Hospital	10% coinsurance	30% coinsurance
Diagnostic X-Ray and Laboratory Services	10% coinsurance	30% coinsurance
Mental Health & Substance Abuse Services	Same as medical benefits	
<b>Prescription Drug Coverage</b>		
	30 days supply	90 days supply
Generic	\$10 copay	\$10 copay
Formulary	\$25 copay	\$65 copay
Non-Formulary	\$40 copay	\$120 copay
Specialty	25% to \$150	

DENTAL INSURANCE: MEDICAL MUTUAL <a href="http://www.medmutual.com">www.medmutual.com</a>		
Plan Feature		
Diagnostic & preventive	100%	} \$25 annual deductible maximum family = \$50
Basic	80%	
Major	50%	
Orthodontics – no age limit	50%	
Calendar year maximum	\$1,000 per person	
Lifetime ortho maximum	\$1,500 per person	

VISION INSURANCE: VISION SERVICE PLAN (VSP) <a href="http://www.vsp.com">www.vsp.com</a>		
Plan Feature		Frequency
Exam	\$20 copay	1 in 12 months
Lenses	\$20 copay	1 in 12 months
Frames	Combined with lenses	1 in 12 months (\$150 frame allowance)

**LIFE: AUL/One America**  
Plan Feature: Employer provides \$25,000 base life

**EAP: MATRIX [www.matrxpsych.com](http://www.matrxpsych.com) Employer = County Boards 1-800-886-1171**  
8 counseling sessions are available for all employees and their families for confidential assistance in dealing with personal concerns. Program also covers 1/2 hours of legal assistance and 1/2 hour of financial guidance annually.

*The text contained in this Summary was taken from various summary plan descriptions and benefit information. While every effort was taken to accurately report your benefits, discrepancies or errors are always possible. In case of discrepancy between the Benefits Summary and the actual plan documents, the actual plan documents will prevail.*

CBA Benefit Services – 5/8/2020

## APPENDIX J



# ASHLAND COUNTY

Board of Developmental Disabilities

*Live. Learn. Work. Play.*

1256 S. Center Street, Ashland, OH 44805      Phone 419-289-0470      Fax 419-281-2820  
Superintendent: Dave Ashley

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### SALARY CALCULATION

NAME: \_\_\_\_\_

POSITION/CATEGORY: \_\_\_\_\_

BASE: \_\_\_\_\_

CONTRACT SECTION: \_\_\_\_\_      % OF BASE : \_\_\_\_\_

FINAL SALARY: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

If you have any questions, please feel free to contact me.

Kim Meehan  
Director of Business/HR