



12/06/2021
1526-03
21-MED-02-0115
41098

AGREEMENT BETWEEN THE
MAHONING COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES

AND THE

MAHONING EDUCATION ASSOCIATION OF
DEVELOPMENTAL DISABILITIES
(Service and Support Administrators)

EFFECTIVE UPON EXECUTION
THROUGH AUGUST 31, 2024

SERB #2021-MED-02-0115

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ARTICLE I RECOGNITION

1.01. Statement of Recognition

1.011. Recognition of Association. The Mahoning County Board of Developmental Disabilities, hereinafter referred to as the Board or Employer, recognizes the Mahoning Education Association of Developmental Disabilities, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the Association, as the sole and exclusive representative for the bargaining unit as defined in Section 1.02 of the agreement and 4117.01G of the Ohio Revised Code (“ORC”), Collective Bargaining Law.

1.012. Recognition of Board. The Association recognizes the Board as the policy-making body, duly appointed and directed by Ohio State Law (5126) as the sole and exclusive representative for the purpose of collective bargaining, as defined in Section 1.041 of the agreement and 4117.01 (G) ORC.

1.02. Definition of Bargaining Unit

1.021. Bargaining Unit Defined. As used in this Agreement, the term employee(s) shall include only those employees within the following full-time and part-time bargaining unit positions:

Service and Support Administrator

1.022. Exclusions. Positions not specifically included in the bargaining unit under Section 1.021 above shall be excluded from the bargaining unit.

1.023. Employee Rights. All employee members of the bargaining unit, as defined in Section 1.021, are entitled to all rights, benefits and privileges of this contract unless otherwise specified.

1.03. Association Rights

Recognition of the Association as the sole and exclusive representative shall entitle the Association to the following specific rights and privileges:

The Board shall neither contribute to, nor encourage, the creation or growth of any rival organization(s) which have had or may seek bargaining rights, by granting such organization(s) rights and/or privileges which have been negotiated by the Association.

- A. The representatives/officers of the Association shall be permitted to mount and have use of an Association bulletin board in each SSA location as follows:
 1. Each board to be 3' x 4'
 2. One board in each staff lounge.
- B. Payroll deduction of membership dues in accordance with the following provisions:

1. The Board agrees to deduct dues from the pay of an employee when so authorized in writing by each employee. Individual authorization forms for dues deductions shall be furnished by the local Association, and, when executed, shall be filed by the local Association with the Board Payroll Department. The enrollment period for such deductions shall be from September 1 to September 30 of each year. Authorization shall be on a continuous basis from year to year unless a request for withdrawal of authorization is submitted to the Board Payroll Department and the Association President as provided in Section 1.03 (B) (2). The Association shall provide the Board with the pro-rated amount of dues to be deducted for any member beginning employment during a program year.
2. Such authorization for deduction of professional dues shall be irrevocable for periods of one (1) work year, except that authorization may be withdrawn between September 1 and September 30 of each year. Notification of withdrawal of deduction authorization must be submitted, in writing, by the member of the bargaining unit to the Board Payroll Department and to the Association President prior to September 30.
3. The deductions for those previously on payroll deduction, or those so notifying the Board Payroll Department, shall be deducted equally from the first pay check of each month beginning with the month of October and ending with the month of June; provided however, that all said deductions are in accordance with the payroll practices of the County Auditor's Office.
4. Dues deductions shall be transmitted by the Auditor's Office to the local Association Treasurer in accordance with the payroll practices of the County Auditor's Office.
5. The right to refund to the employee monies deducted from their pay shall lie solely with the local Association.
6. If the bargaining unit member leaves the employ of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Association to collect the remainder after the final deduction if the paycheck is insufficient to pay the dues owed. This provision shall not apply if appointment is ended due to the death of the bargaining unit member. Additionally, a bargaining unit member who moves to a non-bargaining unit position shall not be responsible for the remainder of the prorated dues for that membership year.
7. All deductions shall be made without cost to the bargaining unit member or the Association.

C. Permission to make brief announcements during staff meetings with the prior approval of the Superintendent or their designee. Permission to make announcements shall not be unreasonably withheld.

- D. Use of the building(s) public address system to make announcements shall be subject to the prior approval of the building administrator. Permission to make announcements shall not be unreasonably withheld.
- E. Names and addresses of new employees shall be made available to the Association President or to their designee prior to the first day on the adopted work year calendar, at the request of the Association.
- F. The Association and its representatives shall have the right to use board facilities for meetings and other Association activities, provided that the Association notifies the Building Administrator in writing at least three (3) calendar days in advance. The Building Administrator will reply to the request within forty-eight (48) hours (two [2] calendar days) of receipt.
- G. The Association President shall receive an advance copy of the tentative agenda for each Board meeting. Such agenda shall be sent to the Association President by intra-or inter-building mail. Any written revision of the tentative agenda shall be provided to the Association President prior to the Board meeting. From time to time the Board revises agenda items at the meeting. It shall be the responsibility of the Association to be represented at meetings. The Board will not withhold agenda items until the meeting solely for the purpose of defeating the intent of this section. A representative of the Association shall be permitted to address the Board during its regular meeting.
- H. The Association shall be entitled to use the Board's regular daily intra- and inter-building mail.
- I. Employer agrees to deduct Union membership and dues once each month beginning in October through June from the pay of these employees who individually request in writing that such deductions be made. Said written authorization shall be the standard MEADD membership form. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by September 1st.

Authorizations for such deductions shall be continuous unless revoked by individual written notice by the employee to the Union and the Employer.

This procedure shall be conducted in accordance with the practices of the County Auditor and those practices are not grievable.

In the event of the reversal of the JANUS decision, the language contained in Appendix * shall be reactivated.

Indemnification of Employer: The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board and/or its Administrators for any costs or liability incurred as a result of the implementation and enforcement of this provision, provided that:

1. The Board shall give a ten (10) calendar day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the Employer;
3. The Board agrees to: (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (b) permit the Association or its affiliates to intervene as a party if it so desires; and/or (c) to not oppose the Association or its affiliate's application to file briefs Amicus Curiae in the action;
4. The Board acted in good faith compliance with the Fair Share Fee provision of this agreement.

J. The Association president shall receive a complete copy of the most recent "Board Policy" at no cost to the Association.

Any revisions, additions or changes to "Board Policy" shall be delivered to the Association president within ten (10) calendar days of Board adoption of such revisions, additions or changes.

K. The Association shall have the right to wear emblems of an organizational nature.

The Association shall have the right to post emblems of an organizational nature on approved bulletin boards, or in classrooms if the primary purpose of the posting is

Educational and is merely secondarily produced by and carries an emblem of an organizational nature.

L. Use of Office Phones:

1. Work-Related Business: An employee may use the designated office phones to conduct any work-related business.
2. Emergencies: In case of emergency, an employee may utilize any available phone.

M. Mailboxes: A separate mailbox shall be provided for each bargaining unit member.

1.04. Management Rights

1.041. Management Rights. The Superintendent or Board Authorized Designee maintains the right to recommend to the Mahoning County Board of Developmental Disabilities policies governing personnel. Such policies shall be consistent with all applicable state and federal laws. These policies may include, but are not limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of operations;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer.

The Employer is not required to bargain on subjects reserved to the management and direction of the board except as affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement. The representative may raise legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE II **NEGOTIATIONS PROCEDURE**

2.01. Scope of Negotiations

The Board shall meet with the recognized bargaining representative for the purpose of negotiating in good faith on items which may affect compensation, hours, and other terms and conditions of employment of the members of the bargaining unit in accordance with ORC 4117.08.

2.02. Initiation of Negotiations

A written request for initiating negotiations shall be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association not less than one hundred five (105) calendar days prior to the expiration date of the Agreement.

A copy of the "Notice to Negotiate" shall be filed by the initiating party, with the State Employment Relations Board.

2.03. Meetings

2.031. Scheduling of the First Meeting. Meetings between the negotiating team of the Association and the Superintendent and/or his/her official representative(s) shall be scheduled preferably within fifteen (15) days after the request for a meeting but no later than ninety (90) calendar days prior to the expiration of the agreement, unless the parties mutually agree otherwise. The parties shall attempt to complete negotiations within sixty (60) calendar days from the date of the first negotiation meeting.

2.032. Exchange of Information. Both sides agree to provide the other Party with relevant data and supporting information in such form as it exists.

2.033. Bargaining Teams. Each party shall be represented by a team comprised of not more than three (3) bargaining team members which may include a professional negotiator if so desired. Additional representatives or observers may attend by mutual agreement of the parties.

2.034. Use of Professional Consultants. Professional consultants may be used.

2.035. Progress Reports. Interim progress reports may be made to the Association by its representatives and to the Board by the Superintendent or their designated representative.

2.036. News Releases. While negotiations are in progress, any release prepared for the news media shall be approved by both groups.

2.037. Proposals and Counterproposals. All proposals and counterproposals shall be presented in written form. Although proposals and counterproposals may be given and responded to orally at the bargaining table, no tentative or final agreement shall be construed to have been made until the proposal or counterproposal is reduced to writing and initialed by the Parties. All proposals by both parties shall be submitted by the second negotiations meeting. Mutual consent shall be required to add proposals after the second meeting.

2.04. Disagreement

2.041. Mediation. The parties to this agreement mutually agree to discuss all issues in good faith in an effort to resolve them within sixty (60) calendar days of the onset of the first negotiation session.

Unless the parties mutually agree to an earlier date, either party may at any time after sixty (60) calendar days from the onset of the first negotiating session, request mediation. The Board or the Association may notify the Federal Mediation and Conciliation Service (FMCS) and the State Employment Relations Board (SERB) that proposals that remain in dispute from each side are being submitted to mediation and requesting a mediator to assist. The parties agree and will so notify FMCS and SERB that the use of a mediator from the FMCS shall be the sole dispute resolution procedure, unless the parties mutually agree otherwise as set forth below.

If the parties mutually agree to request fact finding as part of an alternative dispute process after mediation, the cost of fact finding shall be split equally between the parties. The parties shall vote to accept or reject the fact finder's decision and notify the other party and SERB within ten (10) calendar days of receipt of the fact finder's decision.

2.042. Cost of Mediation. Each party shall bear its own costs for mediation and any mutually-incurred costs shall be shared equally by the Board and the Association.

2.05. Agreement

2.051. Reduction of the Agreement to Writing. When the parties reach a contractual agreement, it shall be reduced to writing and presented to the Board by the Superintendent or their designee and to the membership of the Association by its President or their designee.

2.052. Adoption of the Agreement. Adoption of the aforesaid contractual Agreement shall be accomplished upon ratification by the membership of the Association and ratification by the Board. Further, the parties recognize that the Board must submit the tentative agreement to the Board of County Commissioners pursuant to ORC 4117.10 (B). Signature of the completed contractual Agreement shall occur within fifteen (15) calendar days after ratification by both Parties.

2.06. No Reprisals

No reprisals of any kind shall be taken by either Party against any Party involved in negotiations. This provision does not limit or restrict in any manner the right of either Party to seek relief or redress in a court of law.

ARTICLE III **GRIEVANCE PROCEDURE**

3.01. Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level.

3.02. Definitions

A. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the terms in this Agreement.

- B. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.
- C. "Grievant" shall mean the Association or employee(s) initiating a grievance.
- D. "Appropriate supervisor," for purposes of the grievance procedure, shall mean the most immediate administrator having the authority to resolve the grievance.
- E. "Days" shall mean calendar days unless specifically delineated otherwise.

3.03. Rights of the Grievant and the Association

- A. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- B. The Association has the right to file grievances and to be present for the adjustment of any and all grievances.
- C. Grievance forms shall be consistent with the provisions of this article and it shall be the exclusive right of the Association to issue forms to grievants (see Appendix B).
- D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- E. The Association shall receive copies of all communications in the processing of all grievances.

3.04. Time Limits

- A. Time Limits. A grievance must be filed within thirty (30) calendar days after the date on which the grievant knew or reasonably should have known of the act, event, or occurrence giving rise to the grievance.
- B. Disciplinary actions of reduction, suspension, fines, demotion, or removal, are appealable through the grievance and arbitration provisions herein, and may be appealed directly to Step 2 within a twenty-one (21) calendar day filing period.
- C. The time limits set forth in this procedure may be extended only by mutual written agreement of the parties, and the parties agree that every reasonable effort shall be made to expedite the grievance process.
- D. At any step of the procedure, failure of the Employer to respond in written form within the specified timelines shall entitle the grievant to proceed to the next step.
- E. At any step of the procedure, failure of the grievant to pursue the grievance to the next step shall result in the grievance being resolved based upon management's last written response,

unless the grievant withdraws the grievance without prejudice, per Section 3.12 G of the Agreement.

3.05. Expedition of Grievances

If the Association and the Superintendent agree, Step 1 and/or Step 2 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class action grievances may be filed by the Association at Step 3. The Association shall, to the best of its knowledge, provide the Employer with a list of the classification(s) and/or employees alleged to be affected by the class action grievance not later than Step 3 of the grievance procedure.

3.06. Rights to Representation

Both parties shall have the right to legal counsel/professional representation at all levels of the procedure beginning at Step 2. The grievant shall have the right to an Association representative at all levels beginning at Step 1.

3.07. Grievance Procedure

3.071. Step One. When the Association or an employee becomes aware of an act on which a grievance may be based, the employee and the Association representative shall discuss the grievance with the employee's appropriate supervisor/management designee within the thirty (30) calendar day filing period. There should be an attempt to resolve the potential grievance informally.

If the grievance is not resolved during the informal step, the Association may, within twenty-one (21) calendar days of the informal grievance meeting, file a written grievance with the appropriate supervisor.

3.072. Step Two. The appropriate supervisor or their designee shall arrange and hold a hearing within twenty-one (21) calendar days of receipt of the grievance. The Association, grievant, and Employer may present evidence to sustain their positions.

Within twenty-one (21) calendar days of the conclusion of the hearing, the appropriate supervisor shall forward their written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed to Step Three within twenty-one (21) calendar days of the Step 2 response.

3.073. Step Three. Within twenty-one (21) calendar days of the filing of the form, the Superintendent or their designee shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step Two.

Within twenty-one (21) calendar days after the hearing, the Superintendent or their designee shall provide a written response to the Association and grievant.

3.074. Step Four. Within twenty-one (21) calendar days of receipt of the Step Three response, or if the Step Three supervisor fails to file a timely response, the Association shall notify the Employer of its intent to proceed to arbitration or alternatively to grievance mediation under the auspices of Federal Mediation and Conciliation Services (FMCS).

Within seven (7) days following notification by the Association of the desire to participate in grievance mediation, the Employer will inform the Association in writing if it agrees or does not agree to proceed with grievance mediation. If the Employer does not agree to grievance mediation, the Association will request arbitration pursuant to this section of the Agreement.

Within seven (7) days following notification of agreement to participate in grievance mediation from the Employer, the parties shall submit a signed joint request to FMCS for grievance mediation. The parties acknowledge that FMCS may require the parties to waive any time limits in the Agreement if grievance mediation is to occur.

Within twenty-one (21) days following an unsuccessful grievance mediation or notification that the Association supports the appeal to arbitration, the Association must request from the American Arbitration Association (AAA) a panel of arbitrators whose primary addresses are within a two hundred (200) mile radius of Youngstown, Ohio. The parties may mutually agree to expand the radius. A copy of the Association's request to AAA must be sent simultaneously to the Employer's Director of Human Resources.

3.08. Selection of the Arbitrator

The arbitrator shall be selected from the list supplied by AAA. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the AAA.

3.09. Authority of the Arbitrator

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 themselves 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.

3.10. Costs of Arbitration

The costs for the arbitrator and the hearing room shall be borne equally by both parties.

3.11. Costs of Transcripts

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript; if both parties desire a copy of a transcript, the costs shall be split equally.

3.12. Miscellaneous

- A. All communications regarding grievances shall be reduced to writing and hand-delivered or email, and mailed by certified mail, return receipt requested. The Employer shall provide the Association with copies of all communications.
- B. Constructive receipt by the Employer shall be construed to be the delivery date to the appropriate supervisor, either hand delivered or email, and certified mail, return receipt requested.
- C. Constructive receipt by the Association shall be construed to be the delivery date to the designated employee and the Association President, hand delivered or email, and certified mail, return receipt requested.
- D. 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.
- E. All parties at interest (i.e., grievant, Association President/designee, two (2) Association Grievance Chairpersons, Superintendent/designee, Human Resources Director or other administrator, and all witnesses) shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- F. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
- G. A grievance may be withdrawn by the Association at any time without prejudice.

ARTICLE IV **LEAVE POLICIES**

General. Leaves of Absence shall be granted in accordance with the following provisions. If the provisions hereinafter provide a bargaining unit member with more than one (1) appropriate option as to which leave may be used, the bargaining unit member may apply for and may be granted the leave which is most beneficial to their circumstances.

Applicable paid leave must be exhausted before a request for unpaid leave/leave without pay will be granted.

An employee who takes one-half (.5) day or more of leave will not be granted a meal period for that day (e.g., an eight [8] hour per day employee must work four [4] hours and would be charged four [4] hours of leave). Break time cannot abut partial day increments of paid leave time.

Leave Forms. Copies of all blank leave forms shall be available in a designated area and accessible for employees.

4.01. Personal Leave

4.011. Provision of Personal Leave. Full-time employees who have completed their probationary period shall be provided up to four (4) paid personal leave days for employees. The work year shall be defined as beginning on the first day of the program calendar, as adopted by the Board, and ending on the last day of that calendar. An employee who retires or otherwise terminates employment, or is laid off prior to the conclusion of the first quarter of a program year, shall not be entitled to personal leave within such program year.

Full-time employees who have not completed their probationary period shall receive one (1) personal day per quarter (e.g., up to four (4) paid personal leave days). If an employee separates employment less than one (1) year after hire, the Employer reserves the right to reconcile personal days used but not earned.

Part-time employees who have completed at least one (1) full year of service shall receive four (4) paid personal leave days which shall be proportionate to the normal hours worked per day.

Personal leave is credited based upon applicable work hours (i.e., full or part-time/reduced work week schedule and daily hours) as of the commencement of the applicable program year and is not cumulative.

Personal leave may be used in one-half (1/2) hour increments.

4.012. Notice of Intent to Use Personal Leave. Notice of intent to use personal leave shall be provided by the employee completing and returning to their immediate supervisor said request at least three (3) days in advance of an anticipated absence whenever possible, at which time, said leave may be granted. In case of an emergency, the employee will follow standard call off procedure.

4.013. Approval/Disapproval of Personal Leave. Personal leave properly requested shall be approved or disapproved, per the limitation set forth in Section 4.016 of the Agreement, by the Building Administrator/designee not later than twenty-four (24) hours after said request whenever possible. Any employee experiencing an emergency, and who cannot notify their immediate supervisor prior to that work day, shall understand that they must call off in accordance with procedure and approval or disapproval of the leave shall be determined after the fact by the Building Administrator/designee.

4.014. Confidentiality. The reasons for use of personal leave shall be considered confidential and said confidentiality shall be maintained to the extent allowable by law. Any employee requesting emergency personal leave must provide their supervisor with a reason. An emergency is considered to be a situation for which a three (3) day notice is not possible.

4.015. Bonus/Options. For any employee who has completed one (1) year of service and is employed from September to August of the program year, the Board agrees to convert any unused personal leave to a cash bonus equal to one hundred percent (100%) of their rate of pay. Said conversion shall occur by the second payday in the following October. Additionally, any

employee who is laid off shall be paid at fifty percent (50%) for any earned and unused personal leave at the time of lay off.

4.016. Restrictions. Personal leave days shall not be granted to extend a holiday or recess, or for utilization for seeking or engaging in other employment, or if the number of requests for a particular day adversely affect manpower requirements of the Board. Personal leave days are not cumulative. Personal leave days may not be used consecutively.

The Superintendent/designee reserves the right to make exception to the "no consecutive days" clause when in his sole opinion a clearly stated employee need exists. Building Administrators shall have the right and the authority to make exceptions when appropriate circumstances exist. These exceptions shall not create "past practice."

4.02. Sick Leave

4.021. Provision for Sick Leave. Each full-time employee on active pay status shall accrue .05769 hours of sick leave per hour to a maximum yearly accumulation of the equivalent of fifteen (15) days. Employees who are on an approved unpaid leave of absence do not earn sick leave.

Part-time employees on active pay status shall accrue .05769 hours of sick leave per hour, up to fifteen (15) days of sick leave, as applicable, on a pro-rated basis.

4.022. Reasons for Sick Leave. Employees may use sick leave upon the approval of the Superintendent/designee for absences due to illness, pregnancy, injury, exposure to contagious disease, and for illness or death in the employee's immediate family. Employees may utilize sick leave for death in the immediate family defined below after Bereavement Leave is exhausted.

4.023. Immediate Family Defined

- A. Immediate family shall include father, mother, step-parent, grandparents, grandparent-in-law, grandchild, brother, step-brother, half-brother, sister, step-sister, half-sister, husband, wife, child, stepchild, foster child, parent-in-law, brother/sister-in-law, son/daughter-in-law, or legal guardian appointed for the employee as a minor and for a period of at least one (1) year. Additionally, an employee may be granted the use of sick leave for a person who stands in the place of a parent (loco parentis), or any person who has stood in the same family relationship with the employee as mother, father, grandparent, husband, wife, or child, provided the employee can satisfactorily document or substantiate the relationship for the Employer.
- B. Notwithstanding Sections 4.022 and 4.023 A., for the purpose of attending the funeral of an aunt, uncle, niece, or nephew of the employee only one (1) day of sick leave may be utilized.

4.024. Transfer of Sick Leave. An employee who is hired by another public agency in Ohio shall be permitted to a credit of their accumulated and unused sick leave balance as may be accepted by the new public agency. An employee who is hired into the Board from another public agency in Ohio shall be permitted to a credit of their accumulated and unused sick

Leave balance, up to a maximum of one hundred twenty (120) hours. Written verification by the previous public employer of the unused time must be submitted to the payroll department within sixty (60) calendar days of employment to be eligible for such a credit.

4.025. Employee's Statement/Documentation. Employees shall submit all necessary information to the Employer that supports their use of sick leave within 24 hours after returning to work after an absence under this section. Medical documentation justifying the need for sick leave is required for absences of three (3) consecutive work days or more and for the use of sick leave involving medical/dental/optical appointments/treatment. Patterned absence and/or unusually high sick leave usage may be investigated by the Board and may be the basis for discipline.

4.026. Usage. Employees may utilize sick leave in increments of fifteen (15) minutes. However, fifteen (15) minutes at the start of a shift shall not be authorized to cover tardiness.

4.03. Sick Leave Accumulation

Accumulation of sick leave shall be unlimited.

4.04. Sick Leave Bonus

An employee who uses no more than four (4) sick leave days during the program year will receive a two hundred dollar (\$200) bonus. The bonus will be paid the first pay in December of the successive program year, or in the case of a separation from service at the end of a program year, in the final pay, as applicable, and will be paid at the rate in effect for the prior program year.

4.05. Parental Leave

4.051. Provision for Parental Leave. An employee who becomes pregnant or who becomes a parent by childbirth or adoption shall, upon written request, be granted a parental leave of absence without pay for a period of time requested by the employee not to exceed twelve (12) consecutive, uninterrupted months.

- A. Unless an emergency exists, request for parental leave shall be submitted thirty (30) calendar days prior to commencement of said leave.
- B. Upon completion of said leave of absence, the employee shall be returned to the same assignment if it exists.
- C. An employee granted leave under this section shall provide written notice to the Superintendent of their intent to return or not to return:
 1. At least fourteen (14) calendar days prior to the beginning of the succeeding work/program year if the leave expires with the expiration of the work/program year for which it was granted, or
 2. Fourteen (14) calendar days prior to the expiration of the leave if the leave expires during the work year.

3. An employee wishing to return to work prior to the expiration of their parental leave shall notify the Board fourteen (14) calendar days prior to their return.
- D. The Superintendent or their designee will notify the employee of the expiration of their parental leave fourteen (14) calendar days prior to the expiration of the leave.
- E. If an employee fails to provide written notice in accordance with paragraph C above, the Superintendent shall employ a substitute for the first ten (10) work days during which the employee was expected to return to work. If, during the ten (10) work day grace period, the employee has not reported for work or provided a justifiable reason why they have not reported to work, said employee shall be construed to have abandoned their position and the Superintendent may employ a replacement for the employee and the employee shall have no rights to reinstatement or to challenge the replacement.
- F. An employee on parental leave shall be entitled to remain in the employee insurance group for all coverages provided by the Board at the employee's expense for the duration of the leave. The employee shall remit the appropriate premium(s) to the payroll clerk/designated COBRA management company for the coverages that the employee desires to continue.
- G. Time spent on Family and Medical Leave due to childbirth or adoption and time spent on unpaid parental leave shall run concurrently.

4.06. Professional Leave

4.061. Provision for Professional Leave. An employee may be granted up to two (2) days leave with pay for attendance at professional meetings and conferences or for visitations of a professional nature. The purpose of said leave shall be to enhance the professional qualifications of members of the bargaining unit.

Employees are encouraged to submit a Request for Professional Leave form to their supervisor at least fourteen (14) days in advance of the date being requested. Employees should provide information regarding the content of the program or the purpose of the visit with the Request for Leave form.

Leave will be granted by Management, when in their determination, the leave will benefit the Board and the employee. If said leave is not granted, Management will put their reasons for the denial in writing and deliver these written reasons to the affected employee within three (3) working days of the denial.

Such decisions shall not be arbitrary, capricious or discriminatory. If said employee is not satisfied with the decision of Management, they may initiate a grievance at Step 3.

Should an employee desire to file a grievance and due to the time restrictions miss the day of leave while awaiting the outcome of the grievance, the employee may choose to attend the meeting at their expense by utilizing a personal day or vacation day. Should the employee prevail in the outcome of the grievance, the employee shall be reimbursed any and all conference expenses

(consistent with normally applicable reimbursement procedures) for the Professional Leave and be restored the personal or vacation day.

Any employee who exercises their rights under this provision shall not be considered to be on an unauthorized leave nor to have abandoned their position.

4.062. Expense - Reimbursement. The maximum reimbursement of the registration fee for a professional meeting or conference shall be limited to one hundred fifty dollars (\$150.00). Employees will receive reimbursement for expenses incurred, excluding registration fees, in accordance with current Board Policy.

Approval for leave and expenses must be given prior to the leave. If not, the employee may be liable for any and all expenses incurred.

Every effort will be made by the Board to submit reimbursement requests to the County Auditor's Office within fifteen (15) days of the Board's receipt of said requests.

4.07. Association Leave

- A. The Superintendent shall permit three (3) Association members four (4) days each or the equivalent thereof of non-cumulative, paid leave annually to attend Association conferences, workshops, and representative assemblies. Advance notice of five (5) consecutive calendar days is required. "Annually" shall be defined as beginning with the first employee workday for Leonard Kirtz School employees and ending with the last employee workday of the program year.
- B. Additionally, the Association President, or their designee, shall be permitted up to twenty-eight (28) hours annually (as defined above) to attend Association conferences, workshops, representative assemblies, and meetings with OEA representatives, inclusive of preparation for hearings and negotiations, as necessary. Such association leave time shall be with pay and shall be requested at least three (3) days in advance of an anticipated absence, whenever possible. Association leave, as defined in Section B, shall not be denied for arbitrary or capricious reasons.
- C. Whenever the Superintendent/designee requests the presence of an Association representative at a special meeting during the representative's normal work hours, the representative shall suffer no loss of regular straight-time pay.

4.08. Physical Injury Leave

4.081. Physical Injury Leave. An employee who is required to be absent due to a documented physical injury incident which results from a student/adult violent or aggressive behavioral incident during employment hours, or when providing voluntary services at a Board-approved activity or event, on or off program grounds, shall be eligible to receive physical injury leave. Employee volunteers shall submit their names to the immediate supervisor prior to the event and employee volunteers shall be subject to normal personnel policies.

4.082. Employee's Statement. A physical injury leave form signed by the employee including the nature of the injury, date of occurrence, identities of all persons involved, witnesses, and facts surrounding the injury shall be reported and a written incident report shall be submitted by the employee within twenty-four (24) hours of the incident, unless they are physically unable to do so. Regardless, the SSA Supervisor shall complete and submit their portion of the required forms within forty-eight (48) hours of the incident. Once the employee is physically able to submit their portion of the required forms, they shall do so.

Physical injury leave shall not exceed thirty (30) consecutive and uninterrupted calendar days per incident. Subject to acceptable medical documentation, physical injury leave may be extended for another fourteen (14) consecutive calendar day period at the discretion of the Superintendent or their designee.

An SSA Supervisor must be notified immediately to allow for proper investigation. The employee shall qualify for physical injury leave when the following three (3) conditions are met:

1. The employee must submit a completed Request for Leave Form indicating the request for physical injury leave.
2. The Request for Leave form must contain medical documentation supporting the request for physical injury leave.
3. The Superintendent must approve the request for leave.

4.083. Physical Injury Payment

- A. The employee is not eligible to receive wage compensation from a Worker's Compensation claim and wage payment from physical injury leave simultaneously.
- B. The employee is not eligible to receive payment of medical bills from a Worker's Compensation claim and payment of medical bills from Employer-provided health/hospitalization coverage simultaneously.
- C. The employee is not entitled to use physical injury leave and Board sick leave simultaneously.
- D. Falsification of any documents or statements related to a request for physical injury leave is grounds for discipline. Eligibility for physical injury leave should not be dependent upon the employee's willingness to pursue legal action.

4.084. Limitation of Physical Injury Leave

- A. The employee may not take accrued sick leave, personal leave, and/or vacation while receiving physical injury leave.

B. The Board shall provide in-service education to bargaining unit members, at no cost to the employees, concerning therapeutic avoidance and/or intervention of student/adult violent or aggressive behaviors.

In-service training, related to assault prevention and behavioral intervention may be offered during normal work hours at various times throughout the year and will include one of the in-service days set forth in Section 5.10 of the Agreement.

4.085. Preservation of Sick Leave. Physical injury leave granted under this provision shall not be charged against sick leave earned or earnable pursuant to Section 4.021 of the Agreement.

4.086. Applicability. If an employee becomes eligible for benefits under the Public Employees Retirement System (PERS) as a result of a physical injury or disability sustained by an employee from a program enrollee, then said employee is entitled to any other leave for which they are eligible through this Collective Bargaining Agreement or any applicable provision of the ORC.

4.087. Return to Work. An employee temporarily disabled as a result of a physical injury as defined in 4.081 shall be returned to the same position as held at the time of the incident as long as the employee is released to return to work full duty.

4.09. Sabbatical Leave

A. A leave of absence, if requested, may be granted to those bargaining unit members for professional study upon approval of the Superintendent if the following minimum conditions are met:

1. Currently have held a professional position with the Board for seven (7) continuous years, requiring a Bachelor's degree or higher and professional certification, including holding a position as a Registered Nurse.
2. Submit a written plan for professional study for prior approval to the Superintendent.
3. Agree in writing to return to work for the Board on a one-to-one ratio based on the actual time granted for the leave.
4. Failure to return to work or to complete the one-to-one ratio shall cause the bargaining unit member to reimburse the Board for all expenses of the leave within thirty-six (36) months of the scheduled return.
5. Maximum leave shall be one (1) calendar year, beginning with the first day or after of the Board adopted calendar and ending before or on the last day of the same Board adopted calendar year.

B. The following shall apply:

1. No more than two (2) employees per year will be permitted.

2. The bargaining unit member taking a sabbatical leave shall be paid three thousand dollars (\$3,000) per year or a prorated fraction thereof, payable bi-weekly.
3. All insurance benefits provided by the Board and desired by the bargaining unit member shall be continued, upon approval by the respective insurance carrier, for those who are on sabbatical leave, upon the payment of the premium by the bargaining unit member to the payroll clerk/COBRA management company not later than the 25th day of each month preceding the month for which the premium is due.
4. The same employee may only utilize this leave once each seven (7) years.
5. Members of the staff returning from sabbatical leave shall be returned to the same or similar assignment and classification held prior to such leave.
6. A bargaining unit member returning from sabbatical leave shall be placed on the step of the salary schedule they would have attained had they remained in the DD system.
7. The purpose of the professional study must be for purposes in the interest of both the Board and the employee.

4.10. Unpaid Leave of Absence

- A. All bargaining unit members may be granted an unpaid leave of absence for up to six (6) months upon request. Such leave may be granted for the purpose of caring for a member of the bargaining unit member's immediate family as defined herein. The Board shall grant the leave in compliance with Board Policy, upon the recommendation of the Superintendent. Immediate family, for purposes of this provision, shall mean spouse, child, or parent, or other immediate family member as defined in Section 4.023 (A) and who resides in the employee's household. An unpaid leave of absence is not intended for short term absence, and generally will not be approved for periods of less than five (5) consecutive work days.
- B. Any employee on unpaid leave of absence shall be permitted to participate in the group insurance programs by reimbursing the payroll clerk/COBRA management company for premium cost.
- C. All bargaining unit members on unpaid leave of absence must submit to the Superintendent, in writing, their intentions regarding their return to work no later than one month prior to the date their leave expires.
- D. When an employee fails to return to work upon the expiration of any authorized leave of absence without pay, they shall automatically be considered as having voluntarily resigned their position.

E. If it is determined that an employee is abusing the leave of absence and not actually using said leave for the purpose specified, the Superintendent may cancel the leave and require the employee to report for work.

4.11. Leave Without Pay

Leave without pay may be approved by the Department Head and Superintendent for single day or short term absences. Leave without pay shall not generally exceed two (2) days in any program year.

4.12. Bereavement Leave

4.121. An employee may utilize up to five (5) work days of bereavement leave per death in the immediate family. Said leave must be used within fourteen (14) calendar days of the death, except where extenuating circumstances exist. Bereavement leave will not be counted against an employee's sick leave. (An employee may utilize sick leave if bereavement is exhausted.)

4.122. Appropriate documentation and/or verification shall be submitted with the Request for Leave form upon the employee's return to work. Appropriate documentation and/or verification shall be the obituary taken from a local newspaper, a card from the funeral home showing the name of the individual and date of the death, or any other acceptable document that shows the name of the individual and the date of the death.

Should a question of relationship arise, the Employer reserves the right to require acceptable verification to establish the family relationship.

4.13. Approval

Any leave used by an employee must be approved/recommended by the immediate supervisor.

4.14. Vacation Leave

A. Each twelve (12) month employee who is on active pay status from anniversary date to anniversary date shall receive vacation with pay as per the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
1 but less than 7	7
7 but less than 12	12
12 but less than 20	17
20 and over	24

B. An employee may accumulate and carry over vacation leave or a portion of that leave to the following year. "Days" of vacation are accumulated based upon daily hours worked at the time of accrual. Any vacation in excess of a three (3) year balance will be lost to the employee.

C. Commencing January 1, 2017, during the period of January 1 through February 1 (preference period), employees shall submit to the Employer vacation leave requests for the ensuing twelve (12) months (i.e., February 15 through February 14 of the following year). Vacation leaves submitted during the preference period shall be awarded based upon seniority and operational and staffing needs as determined by the Employer. Requests for vacation submitted after the preference period should normally be submitted at least seventy-two (72) hours in advance, will be considered as they are submitted (first come – first served), and shall be awarded based upon operational and staffing needs as determined by the Employer.

If expected vacation times are changed by an employee as indicated on the vacation calendar, the employee will provide the immediate supervisor with written notification of change and said employee will relinquish their seniority status and wait approval of revised vacation schedule by building administrator.

Employees may utilize vacation time in fifteen (15) minute increments.

D In the event an employee who is eligible for vacation time is laid off or terminated per the provisions of this Agreement, the employee shall be paid for their accumulated unused vacation time at their last rate of pay with the Board. However, in the case of a laid off employee, the employee may exercise an option to be paid for all or a portion of their vacation time, or to leave all or a portion of their remaining balance on account with the Board for up to one (1) calendar year from the effective date of lay off. The employee must notify the Employer in writing, within ten (10) working days of notice of layoff of their intent to retain all or a portion of accumulated and unused vacation, or all vacation time will be paid. Should the employee not be returned to employment with the Board during that calendar year, the employee shall be paid for any outstanding vacation balance at their last rate of pay with the board within thirty (30) calendar days of the exhaustion of the one (1) year period.

4.15. Family and Medical Leave Act

Eligible employees shall be entitled to the applicable provisions of the Family and Medical Leave Act (FMLA) of 1993, except the Board shall require the substitution of applicable paid leave for FML. FML shall be charged when an employee incurs lost time under Worker's Compensation.

4.16. Extended Leave Coverage.

When an employee (SSA) is on extended leave from work and the absence extends beyond ten (10) work days, the Director/Supervisor shall ask for volunteers to cover the critical job functions/cases of the absent SSA through a complete departmental email. If there are no volunteers, the Director/Supervisor shall assign another employee. The Director/Supervisor shall consider the following preferences when making this assignment: Mentor SSAs first, then any SSA who has less than a full caseload, and then any SSA.

The process outlined above will be followed for any open caseload not then-currently assigned to an SSA.

ARTICLE V RIGHTS AND RESPONSIBILITIES

5.01. Employee Salary Notice

The Board shall notify each employee not later than August 1 of each work year of the following:

5.011

- A. Bargaining unit position;
- B. Salary;
- C. Number of work days in the work year;
- D. Building assignment.

5.012. The Board shall make available in an accessible place within each building a copy of position descriptions currently in effect for every position represented by the Association. In addition, the Employer agrees that up to date position descriptions will be available on the Z drive.

If and when any position description changes over the life of this contract, a copy will be made available to the affected employee(s) and the Association shall be notified. The new position description shall then replace the rescinded position description.

5.013. Probationary Periods

- A. [Intentionally deleted]
- B. A probationary period in the amount of 180 work days shall be required for newly hired, promoted, transferred, or voluntarily reduced staff.

When additional time is needed to determine satisfactory performance, probationary periods may be extended for another ninety (90) calendar days at the discretion of the Employer. The Employer agrees to notify the Union of such extension and to provide an opportunity for discussion, if the Union so desires.

“Work days” as used herein shall mean days assigned to the position, exclusive of transitional work assignments, if any.

- C. Employees serving a probationary period who are terminated from service with the Employer (probationary removal) shall not have recourse through the grievance procedure provided for in this agreement, nor to the State Personnel Board of Review, to appeal such action.

5.02. Employee Certification

The Board will follow the applicable provisions of ORC Chapters 5123 and 5126 concerning bargaining unit employees.

5.03. Termination of Contract/Discipline Policy

5.031. Certified Personnel. An employee who is required to hold certification issued pursuant to Ohio Administrative Code § 5123: 2-5-02, Board Policy to the extent it does not conflict with an express provision(s) of the Agreement, and/or rules established by the Ohio Department of DD may be discharged only in accordance with the provisions of this Agreement.

In any case of reduction, suspension of more than three (3) working days, or fines equivalent to more than three (3) days pay, or removal, the Employer shall furnish such certificated employee with a copy of the notice of reduction, suspension, or removal, which notice shall state the reasons therefore in accordance with the most recent Board Policy currently in effect.

5.032. Certification/Licensure. For all employees required to hold certification or licensure for their current bargaining unit position, it shall be the employee's responsibility to obtain required course work for provisional certification while on temporary certification and to obtain necessary C.E.U.'s or course work to maintain certification or licensure. Failure to maintain the required certification/ licensure is just cause for removal.

5.033. Investigative Procedure. The parties recognize that all MUI reports involving an allegation against an SSA(s) will be investigated by the Ohio Department of Development Disabilities.

It is understood that the Employer's rights and obligations to conduct investigations consistent with statutory and regulatory requirements shall not be interfered with, negated, or diluted by this provision.

5.034. Progressive Discipline

5.0341. No employee shall be disciplined, except for just cause. Discipline which does not involve a reduction in pay or position may be appealed through Step Three (3) of the grievance procedure contained herein but is not arbitrable.

5.0342 Any employee in disagreement with the disciplinary action of suspension, fine, reduction, or discharge taken by the Employer may file a grievance in accordance with the grievance and arbitration procedures contained in this Agreement.

5.0343. Whenever the Employer and/or their designee determines that there may be cause for an employee to be suspended, reduced, or discharged, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of all alleged misconduct.

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

- A. A minimum of twenty-four (24) hours advance written notice to the affected employee of the date, time, and place of the conference, including a statement of the alleged misconduct. When determined feasible, the Board will provide greater advance notice; when advance notice of seventy-two (72) hours or more is provided, the provisions of subsection (B) below shall not apply.
- B. In the event that less than seventy-two (72) hours advance notice is given, and a conflict exists as to the availability of the OEA Labor Relations Consultant (LRC) on the originally scheduled date or time of the conference, it is understood that the pre-disciplinary conference will be rescheduled, provided that the OEA LRC submits a written request to the Board for an extension of the conference date, and provided such rescheduling (i.e., the offered alternate date or time) does not extend the date of the conference by more than two (2) additional working days. The written request for an extension must be received by the Board not later than 3:30 p.m. of the work day that precedes the originally scheduled date of the pre-disciplinary conference. This interpretation for an automatic extension shall not be construed to apply to matters covered by Section 5.034 of this Agreement, nor the provisions set forth in Appendix F.
- C. Conferences will be conducted by an administrator selected by the Employer. The affected employee may request that the Superintendent serve as the administrator provided such request is reduced to writing and submitted on the same workday that notice of the pre-disciplinary conference is issued. In the event the affected employee is given the notice of a pre-disciplinary conference within one (1) hour of the end of their work day, the employee shall have until one (1) hour after the beginning of their next work day to submit the written request that the Superintendent serve as the administrator. It is understood that a request for the Superintendent to serve as the administrator may not be able to be accommodated due to time constraints, or may result in a delay of the conference.
- D. The affected employee may elect to have a representative of the Association present at any such pre-disciplinary conference. It shall be the responsibility of the affected employee to notify the Association of any pre-disciplinary conference and/or resulting disciplinary action. An employee may also elect in writing to waive the opportunity for a pre-disciplinary conference. Failure to appear at a scheduled conference shall constitute a waiver.
- E. The pre-disciplinary conference will afford the affected employee the opportunity to refute the allegations by presenting testimony, documentation, and/or witnesses to support their position.
- F. Within ten (10) calendar days of the date of the pre-disciplinary conference, the administrator shall issue a report setting forth their findings as to whether the misconduct occurred. A copy of the report shall be submitted to the affected employee and to the Superintendent in the event they were not the administrator conducting the pre-disciplinary conference.

5.0344. In determining just cause and appropriate disciplinary action, there shall be taken into consideration the nature and seriousness of the offense, the effect the alleged conduct has on the

Employer's operation, the discipline or lack thereof used in other similar situations known to the Employer, and the appropriateness of the proposed penalty in view of the record and length of service of the charged employee. The enumeration of the above factors is not intended to preclude either the exercise of good and sound business judgment or the intent to correct or resolve the misconduct, nor is it intended to preclude or supplant the application of the seven (7) standards/tests of just cause.

5.0345. Discipline will normally be applied in a progressive/corrective manner except in cases where serious misconduct occurs. Progressive/corrective action may include, but does not require, the following levels of discipline:

Informal conversation between the supervisor and employee.

Written Reprimand - the affected employee has the right to have a written rebuttal attached provided the rebuttal is submitted within thirty-five (35) calendar days of receipt of the written reprimand.

Suspension (with or without pay as deemed appropriate by the Superintendent) or fine.

Termination.

Disciplinary action for just cause may allow for skipping or repeating of level(s) of discipline. A copy of any disciplinary action issued shall be placed in the affected employee's personnel file.

5.0346. The Superintendent/designee shall determine what discipline, if any, is warranted. The affected employee shall be notified of the Superintendent's/designee's decision within ten (10) work days after receipt of the administrator's report.

5.0347. The Employer reserves the right to investigate any matter, incident, or complaint. Any employee questioned pursuant to this provision is entitled to have an Association representative present should such questioning move from investigatory to accusatory, or should the employee reasonably believe that disciplinary action may result. It shall be the responsibility of the affected employee to request Association representation.

5.04. Employee Evaluation Procedure

The following provision shall be used for the purpose of evaluation of the staff of the Mahoning County Board of Developmental Disabilities.

5.041. Purpose

- A. To assess an employee's work performance.
- B. To help employees improve the quality of and delivery of service by employees of the Board.

- C. To improve the competency of the employees and provide reliable information for use in determining employee assignments, re-classifications to positions commanding higher salaries, and continued employment.
- D. To provide an orderly and uniform method of communication relative to performance matters between employees and the administrative staff of the Board.
- E. To ensure that all employees understand work-related performance expectations.
- F. To provide the administration and employees with objective criteria in decisions regarding continuation or termination of employment.

5.042. Evaluator. Evaluation of an employee shall be conducted by a supervisor. In the event an employee performs work under the supervision of more than one supervisor, the supervisor who works most directly with the employee shall normally be designated as the evaluating supervisor.

5.043. Frequency of Evaluation

- A. During any probationary period, an employee shall be evaluated at least three times. The first evaluation shall be finalized approximately sixty (60) days into the probationary period; the second evaluation shall be finalized approximately one hundred and twenty (120) days into the probationary period; and the third evaluation shall be finalized prior to the end of the probation.
- B. Employees in their second and third year of employment with the Board shall be evaluated at least once per year.
- C. Employees with more than three (3) years of employment with the Board shall be evaluated at least once every other year. A rotating schedule based on the alphabetical order of last names shall be used. Such schedules shall continue in sequential rotation through succeeding years.
- D. [Intentionally deleted]
- E. With the exception of A above, employees shall not be evaluated more than twice in the same year. If, however, an employee's performance has been determined to be deficient to the extent that an adverse personnel action is a strong possibility, additional evaluations may be conducted as determined by the administration.

5.044. Method. Evaluation of employees will incorporate the following techniques:

- A. Formal or informal observations of employees in the performance of their job duties.
- B. A review of documentation, work records, work product, etc, that the employee is required to complete as part of their job duties.

- C. A written evaluation shall be given to the employee annually and shall normally be completed not later than the end of October of the applicable year. A follow-up conference may be requested by either party.
- D. At any time during the evaluation process, if it is determined that there is a deficiency (ies), the administrator shall inform the employee and provide them with written recommendations for improving said deficiency (ies).
- E. If an employee requests it, a more experienced employee of the same subject matter or area could observe and offer the employee assistance only when mutually agreed to by the staff members and administration.
- F. No monitoring or listening device is to be used in observance and evaluation sessions without knowledge and consent of both parties.

5.045. Records. All evaluation records, including the results of observations and follow-up conferences, shall be in duplicate. An original copy is to be placed in the employee's file. A copy is to be retained by the employee. All written records shall provide for comments of both parties involved and provisions of signature of both parties prefaced with the following: By affixing my signature to this document, means that I have received a copy, and had an opportunity to read its contents, but does not necessarily mean that I agree in total or in part with the contents.

A standard evaluation form will be used for each bargaining unit position or group of positions.

The Employer is required to submit any newly developed evaluation forms to the staff prior to the end of September of the applicable program year. A committee comprised of not more than three (3) MEADD B representatives appointed by the Association President and not more than three (3) administrators appointed by the Superintendent shall meet within 30 days of the date the newly developed evaluation form is submitted to discuss. Status quo will be maintained until the Committee completes its task. In the event the Committee cannot reach an agreement regarding the newly developed evaluation form within 60 days from the date of their first meeting, the Employer has the right to implement the proposed changes.

When a request is made by the public to disclose evaluation records, the Board shall notify the affected employee(s) within three (3) days of the request.

5.046. Employee Evaluations. All employees will be evaluated on their performance based upon their position description or, in the event the job description is not up to date, on the actual job duties assigned and performed by the employee.

5.05. Personnel Files

5.051. Personnel Records/Files. (Access, Duplication, Dissemination, Destruction)

The Superintendent or their designee shall cause to be maintained personnel files for each employee.

This shall be the only official file for each employee and shall be confidential as defined in 5.054 of this Agreement.

5.052. Accessibility. Personnel records shall be accessible to Mahoning County Board of Developmental Disabilities personnel and others authorized to have access by operation of law, regulation, or rule.

5.053. Contents. Personnel files may also contain:

1. Name.
2. Permanent and current address, phone number, and person to notify in case of an emergency.
3. Position description.
4. Record of permanent or temporary certification/license/registration as applicable.
5. Records of in-service training.
6. Status Change Forms.
7. Performance Evaluations signed by the employee and supervisor.
8. Corrective action/disciplinary notices.
9. Payroll information.
10. Application forms.
11. Records pertaining to hiring, promotion, demotion, transfer, layoff, termination, etc.

5.054. Confidentiality. Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the Mahoning County Board of Developmental Disabilities management system, except with the written consent of the employee affected. Before any information is released to the public, the Board shall black out the employee's social security number, and to the extent allowable by law, the employee's address and telephone number.

5.055. Duplication, Dissemination and Destruction. Nothing herein shall prevent the dissemination of impersonal statistical information.

An employee shall have a right to inspection of their official personnel file upon appointment through the Human Resources Director/designee.

Disciplinary action shall cease to have force and effect for purposes of disciplinary action twenty-four (24) months after their effective date, provided there has been no intervening discipline. An employee shall have the right to request that disciplinary action which has met or exceeded the time period for force and effect be removed from the official personnel file.

Employees shall advise the Human Resources Department , in writing, of any change in: name, address, marital status, telephone number, citizenship, or association with any government military service organization, and tax exemptions.

The Employer will notify an affected employee of the name, if known, of any person seeking the release of information, who is not otherwise authorized to receive such information.

Personnel files shall be kept in the Board Office, and shall be secured and available only to administrative staff having a legitimate need in the course of their work, except as otherwise provided by law.

Prior to destruction of physical records, the employee shall be notified in writing and given forty-five (45) days to request copies. Notification shall be made to the last known employee address. The Superintendent and/or their designee shall be responsible for the administration of this policy and the safekeeping of records and securing them against loss or use by unauthorized persons.

5.056. Notification to Employees. The Board agrees to notify all employees of any records being kept on said employee. This notification will cover personnel files, those kept by immediate supervisor, or the Superintendent or their designee. Any information not covered in Section 5.051 and 5.053 will require initial of employee.

5.057. Disputes. If an employee disputes the accuracy, relevance, timeliness, or completeness of information maintained in the official personnel file, they may request within thirty-five (35) work days of said item being placed within a personnel file that the Superintendent investigate the current status of the information within twenty (20) work days of receiving the request. The Superintendent must make a reasonable investigation to determine if the disputed information applies with the accuracy, relevance, timeliness, or completeness of the information and with the provisions of this Agreement. Said employee shall have the right to add rebuttal.

5.06. Nondiscrimination

The Board and the Association are cognizant that professional qualifications are not impaired by virtue of religious beliefs, race, color, creed, sex, marital status, age, or handicap. Therefore, the Board and the Association shall not engage in any biased or discriminatory practices regarding employment, conditions of employment, transfer, promotion, or compensation on the basis of religion, race, age, color, creed, sex, marital status, or handicap.

5.07. Personal Life

The personal life of an employee is not within the appropriate concern or attention of the Board except as it may directly affect the employee from properly performing their assigned functions during the work day.

5.08. Definitions

1. Bid - a written request for re-assignment, using a bidding form.

5.09. [Intentionally deleted]

5.10. In-Service Training

Four (4) days of the annual calendar for the Service and Support Administrators shall be designated as employee in-service days.

For all in-service day(s), professional growth hours, adult service credit, continuing education units, or any other required certification or education requirements for a members' current bargaining unit position that are mandated by the state shall be made available whenever possible, but will not be the sole factor for determination of any presentation.

- A. NEOEA Day shall be an in-service day. Employees shall have the option of attending a professional function sponsored by NEOEA related to professional growth, attending a professional meeting or visitation, reporting for a normal workday at normal times and accomplishing work-related tasks, or requesting a one (1) day leave of absence without pay, to attend any other professional development function. Attendance at professional growth functions and/or the performance of work related tasks shall be for a minimum of six (6) hours, which shall include travel time to and from any professional growth function. Additionally, the Board will offer an afternoon in-service session to assist employees in attaining the six (6) hours minimum.

Requests for an unpaid leave of absence will be approved upon receipt of a properly executed form and the per-diem amount deducted within thirty (30) calendar days of NEOEA day. The committees identified in "D" below shall meet within five (5) calendar days of receipt of the NEOEA publication to agree on endorsed activities. The committee's decisions shall be final and binding upon both parties. Within ten (10) calendar days of the first meeting, an endorsed listing shall be posted in each building.

For five (5) calendar days after the endorsed listing is posted, a sign-up sheet shall be posted or distributed for employees to indicate their plans. Eight (8) calendar days after the endorsed list is posted, employees shall be notified of the decision. Department Heads shall be responsible to review requests for relevancy to an employee's position and for the approval/denial of requests for professional growth/development activities. Any employee who signs up within these time frames not receiving a response shall assume their plan is approved. Any employee receiving a denial may request a review, and will be provided an opportunity to discuss the request and denial with the Superintendent/designee.

- B. The third joint in-service day shall be reserved for a professional presentation consistent with Section 4.084 B. of the Agreement.
- C. A committee of Association members shall meet with the administration committee no later than October 1 of each year to organize/plan the fourth in-service day. The committee

shall consist of three (3) Association-appointed members and three (3) administrative members; to the extent possible, the parties will strive to maintain consistency of committee members.

This committee shall have final authority to approve presentations.

Additionally, the committee will provide input with regard to the content of presentations/activities for the first and third in-service days.

D. Designation of a day for in-service training does not forfeit the employee's right to request and be granted any leave pursuant to the provisions of Article IV of the Agreement. Leaves cannot be denied on the sole basis that the requested leave occurs on a day designated for in-service training.

5.11. Safety and Health

A. A committee of no more than four (4) members of the Association chosen by the Association, which will include at least one (1) member of MEADD "B" SSA, shall meet, at their request, at least every two months with the Superintendent or designee, to discuss safety and health conditions in the workplace. The concerns shall be submitted in writing prior to or at the meeting and a written reply will be forthcoming from the Superintendent or designee within ten (10) workdays of each meeting.

Association members may also exercise all their legal rights to secure a safe and healthful workplace without threats or other reprisals of any kind. The Superintendent, however, shall have the ten (10) days above to have first opportunity to respond prior to any other avenue or recourse being pursued.

In situations of grave concern, it is understood that problems should not be held until a meeting, but should be posed immediately and responded to immediately.

B. The Board shall advise employees of any infectious or communicable disease made known to them (by ordinary and routine methods) of any student/adult. Confidentiality shall be strictly adhered to by both parties in accordance with the most recently adopted board policy and statute.

No student/adult shall be treated in any manner differently than non-infectious, communicable students/ adults because of being so advised.

C. Infection Control. The Board shall determine the need for and provide personal protective equipment and supplies for the employee to maintain current Center for Disease Control standards for Universal Precautions. The Board shall determine the need for, and provide education for employees to maintain current infection control procedures.

5.12. [Intentionally deleted]

5.13. Reporting Procedures

5.131. Reporting Time. An employee is to report for duty at the designated time. An in-out check system may be maintained by the building administrator.

5.132. Reporting Late. Employees reporting late shall make every attempt to notify their immediate supervisor that the employee will be reporting late. Employees reporting late shall sign-in/clock in and report in at the main office in each building upon arrival.

5.133. Reporting Off Work. An answering machine or other designated line/location shall be provided to receive and record employee call-offs. Except in emergency circumstances making the following reporting requirements impossible, employees will report absences at least one hour prior to the regularly scheduled employee start time. Employees shall not be held responsible for mechanical or human errors experienced by these systems.

5.134 Exclusions. This provision shall not affect an employee's entitlement to paid leave as provided by the Leave Provisions of this Agreement or any other authorized absence of an employee.

5.14. Work Day

5.141. Duration. The defined work day for Service and Support Administrators shall be eight consecutive hours inclusive of a one (1) hour lunch and may be flexible and variable to meet program and consumer needs as approved by the Department Head.

5.142. Compensatory Time. The normal compensable work week for full-time employees shall be as defined in Section 5.211 above which shall be forty (40) hours. Any employee scheduled to work beyond the regular work day or on weekends to attend professional meetings, to provide service coordination, service monitoring, or community based services, shall receive compensatory time in increments of fifteen (15) minutes on a 1:1 ratio for hours between regularly scheduled hours and forty (40) hours per week (excess hours).

Compensation for overtime eligible employees shall be at time and one-half for time actually worked in excess of forty (40) hours of work in a work week (overtime).

An employee may elect to receive compensation for overtime in the form of pay or compensatory time payable or credited in increments of fifteen (15) minutes. Notwithstanding the above, the Employer may designate that overtime be in the form of pay or compensatory time only, provided such notice is provided to the affected employee(s) prior to working the overtime.

(Unworked paid meal periods do not count as hours worked for purposes of overtime accrual.)

Scheduling work time beyond the work day shall require advance supervisory approval, except for emergencies, consistent with established procedures. When scheduling conflicts arise, another employee in the same bargaining unit position may be asked to cover the scheduled situation. Not more than one (1) weekend day per month shall be scheduled per employee.

Scheduling beyond the normal workday shall not exceed five (5) hours per week, except in emergencies.

1. All employees may use compensatory time in increments of fifteen (15) minutes and it may be taken at the start or end of the work day.
2. Compensatory time may be accumulated up to a maximum of forty (40) hours at any one time. Once the forty (40) hour maximum is reached, compensation for excess hours/overtime shall be in the form of pay until compensatory time is used and the balance is reduced to an amount below the maximum. The Employer reserves the right to direct an employee to utilize compensatory time.
3. Compensatory time usage must have the approval of the employee's supervisor. An Employee who requests to use compensatory time at the beginning of any work day shall submit their request 12 hours in advance, except in emergency circumstances. An Employee who requests to use compensatory time at any time other than the beginning of a work day shall submit their request 4 hours in advance, except in emergency circumstances. In the event the Employee's request is not addressed within 2 hours of the time the request is submitted, the request is deemed to be approved. Such approval shall not be arbitrarily or capriciously withheld.

Unused compensatory time shall be compensated at the time of separation from employment.

5.15. Work Year-Calendar

- A. The twelve month employee's calendar shall be continuous and include eleven (11) paid holidays.
- B. Winter break for twelve (12) month employees will commence on December 24 with consecutive days running through December 31.
- C. Summer break for twelve (12) month employees will be five (5) days, Monday through Friday, including the Fourth of July holiday.
- D. A calendar committee shall be established for the purpose of preparing and presenting an annual work calendar. The committee will be comprised of four (4) members of the MEADD and SSA bargaining units (three [3] members from MEADD and one [1] member from SSA) and four (4) members of the administrative staff. (Each of the parties shall select their own team members.)

The committee's charge will be to present three (3) calendar options to the staff for a vote. The option which receives a majority vote will be presented to the Superintendent for approval.

- E. The parties recognize the inherent right of the Superintendent to close the program or portions thereof and establish make up days/time. Should the Superintendent deem make up time necessary, prior to a final determination, the parties will meet to discuss the matter(s) in labor management.

5.16. Labor/Management Committee

The committee will consist of two (2) Association representatives and two Administrators, one of whom shall be the Superintendent or their designee. The committee shall meet at least once a month to discuss concerns of labor or management. The parties can agree to meet more or less than once a month upon mutual agreement.

5.17. Application of Civil Service Law

A. While the terms and conditions of this Agreement are in effect, the following articles/sections shall specifically supersede and prevail over the corresponding subjects and/or provisions in the ORC and/or Ohio Administrative Code, in accordance with the provisions of ORC 4117.10 (A):

<u>Article/Section</u>	<u>Statute Regulation Preempted</u>
3 Grievance Procedure	ORC 124.03, ORC 124.34
4.01 and 4.02 Personal Leave Sick Leave, Bereavement Leave	ORC 124.38, ORC 124.381 ORC 124.383, ORC 124.384 ORC 124.386, ORC 124.387 ORC 124.39, ORC 124.391
4.05 Parental Leave	ORC 124.136
4.08 Physical Injury Leave	ORC 124.381
5.03 Discipline	ORC 124.34
5.013 Probationary Periods 5.21 Work Day	ORC 124.27 ORC 4111.03
5.22 Work Year (Holidays)	ORC 325.19 and 9.44
8.01 Layoff	ORC 124.321 (D) 1-4, ORC 124.323, ORC 124.324, ORC 124.326 ORC 124.327, ORC 124.328

B. If for any reason the terms and conditions of this Agreement ceases to be in effect, all statutory regulations preempted by the provisions of Section 5.25 A. above shall be immediately reinstated.

ARTICLE VI **SENIORITY**

6.01. Seniority Defined

Seniority shall be designated by bargaining unit position/classification as follows:

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position/classification (classification seniority – “first day worked in classification”).
- B. Seniority shall accrue for all time an employee is on active pay status and/or is receiving Worker's Compensation benefits.
- C. Time spent on approved inactive pay status (such as unpaid leave or layoff) shall not constitute a break in seniority.
- D. Full-time employees shall accrue one (1) year of seniority for one hundred seventy-three (173) days.
- E. No employee shall accrue more than one (1) year of seniority in any work year.
- F. Part-time and full-time positions are separate classifications. The parties recognize that for the purpose of this contract the terms “position” and “classification” are used interchangeable and synonymously.

6.02. Equal Seniority/Tie Breaking

6.021. A tie in seniority shall occur when two (2) or more employees have the same first day worked in a position/classification as determined by the seniority list.

6.022. Ties in seniority shall be broken by the following method to determine the most senior employee:

- A. The employee with the earliest date of employment (“first day worked for the Board” in a bargaining unit position); then
- B. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

6.03. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the Board.

6.04. Filling Vacancies

When a current employee is hired to fill a vacancy, seniority shall begin to accrue from the first day worked in the new bargaining unit position/classification. Seniority shall begin at zero seniority.

6.05. Posting of Seniority List

6.051. The seniority list shall be posted twice annually, by October 1 and March 1 of each program year. The Employer shall prepare and post on the designated bulletin board in each facility a seniority list indicating the first day worked in the classification (position), the first day worked for the Board, a bargaining unit position or area of certification, employee's work site, and total years of service in the position. Said list shall be provided to the Association President on or before the date of posting. In the event the seniority list changes prior to the time for its next posting, the Employer shall email the Association President with an updated seniority list within five working days of the date the seniority list changes.

6.052. The names of employees on the seniority list shall appear in seniority rank order with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing for each bargaining unit position.

6.06. Correction of Inaccuracies

Each employee shall have thirty (30) calendar days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect their seniority. Written notification must include the specific nature of the alleged inaccuracy along with any supporting documentation. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.

ARTICLE VII **SALARY AND FRINGE BENEFITS**

7.01. Compensation Schedules

Compensation for bargaining unit positions will be listed on the wage and salary schedules set forth in Appendix A of the Agreement.

7.02. Retirement Pick Up

The Employer agrees to continue the salary reduction method of reporting employee pension contributions. Commencing with the first pay of the 2010-2011 program year, employees shall be responsible for the full amount of the employee contribution, and existing wage rates shall be increased by one percent (1%) to offset the previous "pick up and payment" of that percentage by the Employer.

7.03. Service Credit

7.031. Initial Credit on Salary Schedule: Newly hired employees will be placed on the wage or salary schedule at the starting or minimum rate. As used in this section, years of service shall mean:

- A. For Service and Support administrators (SSA) comparable work experience shall be determined at the sole discretion of the Superintendent.

Up to five (5) years of experience credit shall be granted.

- B. An SSA shall receive a one percent (1%) increment for each year of service/experience credit granted (e.g., an employee granted five [5] years of credit shall be placed at a rate 5% above the minimum rate for the applicable classification).

7.032. Advancement on the Wage/Salary Schedules

- A. During any year for which a general increase and/or an experience increase/credit is negotiated, full-time and part-time twelve (12) month employees who have completed one hundred seventy (173) work days in active pay status as of the first day of the (school) program year, and who have not reached the top of their wage/salary schedule (salary schedule), shall advance on their respective salary schedule based upon the negotiated increase and not to exceed the maximum.
- B. During the term of this agreement, an employee may be eligible to advance between the minimum and maximum rates for the applicable classification based upon experience and time in active pay status as set forth in subsection A above (experience increase/credit).

Additionally, eligibility for an experience increase during the term of this agreement shall be as follows:

An experience increase must be expressly authorized herein for the applicable program year or other specified period.

An employee can advance only between the minimum and the maximum rates for the applicable classification (i.e., no advancement shall cause an employee to exceed the maximum rate for the classification).

Active pay status for purposes herein includes paid sick leave, vacation, physical injury leave, holidays, professional leave, personal leave, bereavement leave, compensatory time, and actual hours worked.

- C.
 - 1. Effective with the first full pay period commencing after execution of this agreement, eligible employees who have completed one (1) year of service in accordance with subsection A or B above and who are between the minimum and maximum rate on their

wage schedule shall receive an experience credit advancement equivalent to up to two percent (2.0%) not to exceed the maximum rate for the applicable position. Employees in active pay status as of the execution of this Agreement shall be paid a one-time wage equity adjustment in a single payment of \$250.00 following execution of this Agreement.

2. Effective with the first pay of the 2022-2023 program year, eligible employees who have completed one (1) year of service in accordance with subsection A or B above and who are between the minimum and maximum rate on their wage schedule shall receive an experience credit advancement equivalent of up to two percent (2.0%), not to exceed the maximum rate for the applicable position.
3. Effective with the first pay of the 2023-2024 program year eligible employees who have completed one (1) year of service in accordance with subsection A or B above and who are between the minimum and maximum rate on their wage schedule shall receive an experience credit advancement equivalent of up two-and-a-half percent (2.5%), not to exceed the maximum rate for the applicable position.

7.033. Change in Wage/Salary Schedule

An employee whose bargaining unit position changes in the following manner shall be compensated as follows:

Lateral move. An employee who voluntarily or involuntarily laterally moves to another position (position with the same pay level), shall retain his existing rate of pay in effect at the time of the move.

Return from Layoff. An employee who returns from layoff to a position other than the position laid off from, where such position is compensated at a lower level, shall be compensated in accordance with the provisions for “reduction” as set forth above. An employee who returns from layoff to a position other than the position laid off from, where such position is compensated at the same level (i.e., level 4, 10 or 11), shall be compensated in accordance with the provisions for “lateral move” as set forth above.

7.034 Longevity

- A. All full-time employees who have completed three (3) years of service with the Board as of September 1, of each year of this contract beginning September 1, 2022, shall be eligible for a longevity bonus according to the following increments:

Increment Schedule

Years 3 through 4	\$300
5 through 9	\$450
10 through 14	\$700
15 through 19	\$950
20+	\$1,200

- B. To qualify for this bonus employees must work one hundred seventy-three (173) days of the preceding program year.

C. The longevity payment shall be paid on the first pay in December. Any employee that retires or separates between September 1 and August 31 shall be paid their longevity bonus provided that:

- a. The employee has provided the Superintendent thirty (30) days' notice of their intended separation or retirement, except in the case of death
- b. The employee is not separating due to for cause termination or resigning in lieu of termination, and
- c. The preceding requirements have been met regarding the number of days worked, referenced in section 7.034. (B.).

7.035. Educational Credit. Any employee who subsequently receives a Master's degree in a field/course of study approved by the Superintendent as relative to their current position, shall be afforded an educational credit of one dollar (\$1.00) per hour, not to exceed the maximum rate.

7.036. Supplemental Duties

A. **Definition.** Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the employee's regular duties.

B. For the purpose of this section, supplemental duties shall include, but not be limited to:

1. Service and Support Administrators required to carry a cell phone beyond the scheduled, required work hours:

Each Service and Support Administrator may be required to be "on-call" during the course of a program (calendar) year. An on-call Service and Support Administrator (SSA) shall be assigned to be on-call for a week (an established period of seven [7] consecutive calendar days) and shall be required to carry a cell phone beyond the scheduled/ required work hours in order to respond to calls/emergencies occurring outside of normal business hours. The "current" established weekly period shall run from 8:00 a.m. Friday to 8:00 a.m. the following Friday excluding 8:00 a.m. to 4:00 p.m. weekday workdays when the Major Unusual Incident (MUI) department shall field incoming on-call reports. The Employer reserves the right to adjust the weekly period based upon operational, staffing and consumer needs if the Friday through Friday period fails to sufficiently meet such needs/requirements.

Compensation for on call duty shall be two hundred dollars (\$200) per week and shall be included within the applicable pay period during which the on call assignment is completed.

In addition to the compensation set forth above, an SSA shall be paid one hundred fifty dollars (\$150.00) per day (per diem premium pay) for on call duty performed on any of the eleven (11) annually recognized holidays and/or nine (9) "break" (shutdown) days (four (4) days occurring in July and five (5) days occurring in December, including Christmas Eve. (See Section 5.15 herein). Premium pay for

a recognized holiday shall be applicable based upon the actual day of the holiday. The aforementioned per diem premium days shall be available to SSA's based upon seniority on a rotating basis (i.e., the most senior employee shall have the first opportunity to select one (1) preferred premium day to be on call and each remaining opportunity shall then be available to the next senior employee sequentially until all opportunities have been selected or declined. Any per diem premium day not selected on the basis of seniority shall be covered by the on-call SSA for the applicable week.

Per diem day assignments shall be made on an annual rotation basis and will start anew each calendar year.

Pre-Admission Screening and Resident Review

During shut down weeks (July and December closure) the on-call SSA assigned for the specific shut down week shall check the Pre-Admission Screening and Resident Review (PASRR) dashboard daily.

If any PASRRs are assigned on the dashboard during these time periods this on-call SSA will complete the PASRR as per the Community Services procedure and let SSA supervisor and SSA that typically does PASRRs know of the completion.

This assignment may include a simple rule out (as per procedure) and if so, this is considered a typical part of on call duties.

If this assignment includes completion of a PASRR which may also include completing eligibility, the SSA assigned to the shut down week will receive \$93 compensation for each PASRR completed (for those requiring work beyond the above noted rule out) due to the additional work required during this time.

7.04. Pay Plan

7.041. Pay Schedule. All members of the bargaining unit shall be paid in accordance with the pay schedule and procedures implemented by the County Auditor for all Mahoning County employees, including but not limited to direct deposit of each employee's paycheck into each such employee's bank account. Until such time as the existing pay schedule is altered by the County Auditor, the regular pay day for members of the bargaining unit shall be on every other Friday.

Each employee may provide to the Board's Fiscal Department an email address to which each such employee's pay advice/statement will be sent.

7.042. [Intentionally Deleted]

7.043. Pay Information. Subject to the payroll practices and procedures of the Mahoning County Auditor, the pay stub of each employee's pay check/pay advisement shall reflect the ending date of the pay period, the date of check issuance, the net pay received by the employee for the pay period, the total hours the employee was on active pay status during the pay period any deductions

from the employee's earnings during the pay period, the employee's gross earnings to date, along with the cumulative deductions to date for withholding tax, state tax, city tax, retirement contributions, and any other employee-authorized deduction.

7.044. Additional Information. The employee's accumulated credit for sick leave, personal leave, and vacation leave to date shall be provided to employees on each pay date. If the payroll practices and procedures of the Mahoning County Auditor permit, this information shall be reflected on the pay stub of the employee's paycheck. If the payroll practices and procedures do not permit such information to be included on the pay stub, the Employer shall provide a reliable record of the information on each pay date for the employee. If needed, the Employer will support the accuracy of the record as provided by the Business Manager.

7.045. Pay Date During Program Closing. In the event the scheduled pay date falls on a day the Program is closed, the pay checks shall be issued on the last day of work before the closing or in accordance with the payroll practice of the County Payroll Office.

7.046. Termination Pay. In the event an employee's employment is terminated by either party during the work year, at the option of the employee, any salary due the employee shall be paid upon the Board's official action.

7.047. Payment Upon Death. Severance pay benefits for a member of the bargaining unit eligible for benefits who dies while on active service or on an approved Leave of Absence, shall be paid to the estate of the employee.

7.05. Payroll Deductions

If the County Payroll Office can accommodate employee request(s), the Board shall provide to employees all payroll deductions provided during the last previous work year which shall include but shall not be limited to deductions for payment of the following:

Association Dues
Tax-Sheltered Annuities
Cancer Care Insurance
Intensive Care Insurance
Credit Union Payments
United Appeal Contributions
Savings Bonds
Fund for Children and Public Education (FCPE contribution)

7.06. Severance Pay

7.061. Provision for Severance Pay

- A. An employee who has attained ten (10) years of service credit with the MCBDD and who retires from service with the MCBDD (see 7.063) shall receive a severance payment equal to thirty-five percent (35%) of a maximum of one thousand nine hundred twenty

(1920) hours of accumulated sick leave at the employee's hourly rate equivalent upon severance.

The maximum payment under this provision shall be for six hundred seventy-two (672) hours (.35 x 1920).

B. An employee who retires from service (see 7.063) with the MCBDD with less than ten (10) years service credit with the MCBDD shall receive a severance payment equal to one-quarter (1/4) of a maximum of one thousand two hundred (1200) hours at the employee's hourly rate equivalent upon severance. The maximum payment under this provision shall be for three hundred (300) hours.

7.062. Payment of Severance Pay. Said payment shall be a lump sum, one-time-only payment which shall be paid to the employee within one year of the effective date of severance.

7.063. Retirement Defined. Retirement shall be defined to mean eligibility, as established by STRS or PERS for retirement benefits and application to STRS or PERS for retirement benefits.

7.064. Deductions. No PERS deductions shall be withheld from the Severance Pay; and the acceptance of Severance Pay shall eliminate all Sick Leave credit accrued by the individual up to that time, and such credit may not be transferred to any other institution.

7.065. Elimination of Accrued Sick Leave. Severance payment shall eliminate all accrued sick leave to the employee's credit.

7.07. Employee Reimbursement

7.071. Mileage Reimbursement. The Board shall pay a mileage reimbursement at the current IRS rate per mile to any employee who must travel between buildings or into the community during the work day in order to fulfill their assigned duties. Application to the County Auditor for reimbursement shall be made within fifteen (15) days of the employee's application.

Reimbursement shall be contingent upon the immediate supervisor approving travel and the employee verifying mileage as necessary and on behalf of the Board. Additionally, mileage reimbursement forms should be submitted within thirty (30) calendar days of the travel; however, they must be submitted not later than ninety (90) calendar days following the travel, unless the Superintendent has authorized additional time for submission of the form.

7.072. Employee's Property Reimbursement. In the event an employee's corrective lenses, hearing aid, dental appliances, dentures, prosthetic devices, or clothing are damaged by a program enrollee, an incident report shall be filed with the employee's immediate supervisor within two (2) workdays of the incident, unless the employee, for medical reasons, is unable to do so.

An estimate of the repair or replacement by a recognized repair service will be filed with the Superintendent's office. The Superintendent shall submit the report and estimate to the Board which will reimburse the employee fifty percent (50%) of the actual repair or replacement cost to a maximum of two hundred dollars (\$200) for clothing, and the actual repair or replacement cost to a maximum of five hundred dollars (\$500) for corrective lenses, hearing aid, dental appliances,

dentures, and prosthetic devices where it is determined by management to be a clear case of work-related damage.

7.08. Employee Insurances

In order to be eligible for insurance, an employee must be employed for at least twenty-seven and one-half (27.5) hours per week.

Any employee contribution for health insurance coverage shall be by automatic payroll deduction.

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

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. The Board will pay 88% of the premium and the employee will pay 12% for full-time employees. The Board will pay 82% of the premium and the employee will pay 18% for 27.5 hour/week employees.

B. Stark County Schools Council

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

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.
- 3.

D. Preferred Provider - Prescription Drugs

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

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

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each 9-month or 12-month employee in active pay status.

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

Dental Insurance

The Board shall provide dental coverage and pay 88% of the premium and the employee will pay 12% for fulltime employees. The Board will pay 82% of the premium and the employee will pay 18% for 27.5 hour/week employees.

Section 125 Tax Shelter

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

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

Vision

The Board shall purchase, through a carrier licensed by the State of Ohio, employee and family Vision Insurance. The Board will pay 88% of the premium and the employee will pay 12% for full-time employees. The Board will pay 82% of the premium and the employee will pay 18% for 27.5 hour/week employees.

Premium Holidays

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

Spousal Coverage

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

Same Sex Marriage

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

Continuation of Insurance Coverage During Leave

The Board shall permit all members of the bargaining unit who have been granted unpaid leaves of absence to remain in the Employee Insurance Group for all coverages provided by the Program at the employee's expense for the duration of said unpaid leave. Insurance coverage for members of the bargaining unit who have been granted paid leaves of absence and/or Family and Medical Leave shall continue to be provided at the Board's expense. This section will be in effect on an individual employee basis so long as the individual employee meets the eligibility requirements of the carrier.

Continuation of Health Plan Coverage While Receiving Worker's Compensation

A participating employee who has completed one (1) year of service or more, has been on active pay status for at least six (6) months of the previous twelve (12) months, and is approved for a lost time claim under Worker's Compensation shall be eligible for continued Health Plan coverage under the Board Group Insurance Plan, in accordance with this Section. The Boards' contribution toward the monthly cost of coverage shall be continued for a period not to exceed six (6) months, inclusive of any time spent on Physical Injury Leave or FMLA.

Hepatitis Procedure

The Board shall provide for inoculation for Hepatitis B through a certified practitioner designated by the Board. The cost of the inoculation shall be the Employer's.

ARTICLE VIII LAYOFF PROCEDURE

8.01. Definition of Layoff

A layoff shall have occurred when the Board reduces its work force.

8.02. Reasons for Layoff

1. Reduction of enrollment sufficient to cause a reduction in the number of employees required by current DODD rule.
2. Reorganization due to a lack of funds or changes in program requirements from DODD, reduction of the provision of services, job abolishment.
3. Return of a bargaining unit employee from a leave of absence.
4. Lack of Funds:
 - a. Failure of a current or new tax levy;
 - b. A decrease in funding from the DODD in any year. Any reduction in force would be commensurate with the reduction in funding.
 - c. Projected current year expenses exceed projected current year revenues.

Funds from operating revenues shall not be unreasonably diverted to Capital Improvements (Facility Maintenance and Capital Projects) in excess of the long term plan. Diversion due to emergency or catastrophe shall not be construed as unreasonable.

8.03. Seniority/Position Rights/Order of Seniority

The Employer shall determine the number of employees to be affected by any layoff.

All layoffs shall occur based upon position/classification seniority in accordance with the seniority provisions contained in Article VI of this Agreement.

8.04. Implementation of Layoff

- A. At least forty-five (45) calendar days prior to the implementation of a layoff, the Employer will meet with the Association to discuss the need for the reduction and to obtain input.

B.

1. The least senior bargaining unit employee(s) to be reduced shall be issued a layoff notice mailed by certified mail, return receipt requested, and hand-delivered or emailed at least fifteen (15) calendar days prior to the effective date of the layoff. The designated Association President shall be provided a copy.

C.

1. The layoff notice shall be in writing detailing one or more reasons as state in Section 8.02 of this Agreement. Detailing shall mean a written explanation.
2. If hand-delivery or email and certified mail fail to effect notification, fifteen (15) calendar days after initial documented attempts fail, the employee will be considered to be automatically laid-off. All notices shall include an effective date deciding a layoff.
3. Constructive receipt by the Employer for any correspondence shall be construed to be the delivery date to the Superintendent or designee, either hand-delivered or email, or the date of the certified mail, (return -receipt requested).
4. Constructive receipt by the employee shall be construed to be the delivery date by the Board to the designated employee, hand-delivered or email or the date of the certified mail, (return receipt requested).

D. The affected bargaining unit employee(s) shall have fifteen (15) calendar days from Board notification of layoff to the employee to exercise their grievance rights by expedited binding arbitration, in accordance with the rules and regulations of the American Arbitration Association and Section 3.09 through 3.13 of this Agreement.

E. During the implementation of a layoff, no transfer or reclassification shall occur that will cause a more senior employee to be laid-off before a less senior employee. However, reassignment of remaining employees may be necessary following said implementation.

8.05. Notification and Recall or Return

- A. **Recall.** All laid-off bargaining unit employees shall, when applicable, be recalled in reverse order of position seniority, (i.e. most senior laid-off employee is first recalled).
- B. **Return.** If an affected position(s) is vacated as a result of retirement, death, or voluntary resignation, and there is no recall list for that position, it shall not be filled from the outside prior to offering it to the most senior eligible person on layoff.

C.

1. Constructive receipt by the Employer for any correspondence shall be construed to be the delivery date to the Superintendent or designee, either hand-delivered or the date of the certified mail, (return receipt requested).

2. Constructive receipt by the employee shall be construed to be the sending date by the Board to the designated employee, hand-delivered or certified mail, return receipt requested.
3. The employee must physically return to work within thirty (30) calendar days of recall notice being received, unless extended by mutual agreement.
4. It shall be the employee's responsibility to maintain or be eligible to acquire minimum job description requirements during the layoff period and document this maintenance or eligibility prior to returning to work. Laid off employees shall have the opportunity to attend board sponsored in-services at no cost.
5. Recalled employees' salary and benefits shall be those contained in the negotiated agreement, and thereafter as negotiated.
6. It shall be the employee's affirmative duty to ensure that the Board, through the Payroll Department, is kept up to date as to the employee's current address and telephone number. Failure to do so shall relieve the Board of any duty to search for the employee.
7. Notice of recall shall be sent certified mail, return receipt requested. If documented attempts to notify the employee fail after fifteen (15) calendar days of attempts, no further requirement shall rest with the Board and no further entitlements exist in favor of the employee. The employee shall be considered to have abandoned their position of employment.
8. The employee must respond in writing, verified by either date stamp of the Board or certified mail, return receipt requested, of accepting the recall within fifteen (15) calendar days of receipt, or lose all recall rights.

For purposes of this article, Section 5.08 of this Agreement shall define vacancies, posting, qualifications, notice, and bidding, with the understanding that a qualified laid-off employee will be given sole consideration prior to accepting applications from the outside.

- E. This recall procedure shall remain in effect until all employees on layoff status have been recalled, retired, voluntarily resigned, or abandoned recall, or two (2) years from the effective date of the reduction.
- F. Any employee who refuses an alternate position in accordance with (D) shall be maintained on layoff status for his position in accordance with (E) above.

8.06. Limitations

- A. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position in accordance with the above.

- B. No transfer, reassignment, or reclassification shall be made during a period of layoff for the prevention of the recall of an otherwise eligible employee on layoff status, according to Section 8.02 Reasons.
- C. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.
- D. Eligibility for bargaining unit positions shall not be upgraded by the Mahoning County Board of Developmental Disabilities to prevent the recall of a laid-off employee.

8.07. Layoff Rights

- A. An employee on layoff status shall have the following rights:
 - 1. The right to continue receipt of group insurance(s) coverage(s) at the Employer's rate.
 - 2. The right to maintain years of service and seniority credit during layoff.
 - 3. The right to be notified by the Superintendent/designee of all postings for bargaining unit positions in accordance with 5.082 and 8.05 of the Master Agreement.
 - 4. An employee who has been laid-off in compliance with the negotiated agreement shall be entitled, at their discretion, to:
 - a. maintain 100% credit of accrued, but unused sick leave, or
 - b. receive a per-diem payment equal to one-fourth (1/4) of their accumulated but unused sick leave balance. The remaining three-fourths (3/4) shall remain as credit.

The employee must constructively notify the MCBDD within ninety (90) calendar days of notice of layoff of their intent to receive payment. Otherwise it will be assumed that the employee has elected to maintain their accrued balance of sick leave.

- B. The Board agrees that it will not challenge an unemployment claim if a bargaining unit employee has not been offered an equivalent bargaining unit position during layoff. (It is understood that this does not guarantee that the unemployment compensation office will honor the claim).

ARTICLE IX **EFFECTS OF THE CONTRACT**

9.01. No Reprisals

9.011. Association Activities. The Board and the Administration agree that there shall be no reprisals taken against the members of the bargaining unit for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or the formal filing of a grievance.

9.012. Non-Membership. The Association agrees that it shall take no reprisals against any member of the Board or Administration for action(s) taken relative to negotiations or against any employee for non-membership in the Association.

9.013. Strike-Related Activities. During the term of this Agreement, the Association shall not strike beyond its authority to do so as provided in ORC 4117.

9.02. Amendment

This Agreement may not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both parties.

9.03. Severability

9.031. Statutory Compliance. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make proposals on any subject within the scope of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein, and the parties agree this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

Except as otherwise specifically provided in the written provisions of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of Service and Support Administration as prescribed by law. All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this Agreement.

9.032. Validity of Agreement. The Board and the Association agree that all items in this Agreement which supersede applicable state law and which may permissibly do so under ORC 4117.01 (A) shall not be affected by this article.

Should any clause of this Agreement be held to be in violation of the law by a court of competent jurisdiction, then that clause of the Agreement shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

9.033. Renegotiation of Invalid Provision. Any provision of this Agreement which is deemed contrary to law by the court of competent jurisdiction shall be the subject of bargaining by both

parties within fifteen (15) work days after said finding is rendered. Bargaining is expressly limited to the provision deemed contrary to law. Should the bargaining subject to this provision reach impasse, the dispute resolution procedure contained in this contract shall apply.

9.034. Disagreement. The parties agree to subject an invalid provision to good faith bargaining for a period of fifteen (15) work days.

9.04. Conflicts

9.041. Employee Compliance with Policy, Rules and Regulations. It is understood that all members of the bargaining unit shall continue to serve under the direction of the Superintendent and in accordance with Board and Administration policies, rules and regulations not specifically amended by this Agreement.

9.05. Maintenance of Standards Provision

During the duration of this contract, the Board shall maintain all terms, conditions, and benefits of employment included within this contract at not less than the level in effect as of the effective date of this contract.

9.06. Duplication and Distribution

As soon as is reasonably possible after the Parties have reached agreement, the Administration shall reproduce copies of the negotiated Agreement, and distribute a copy to all members of the bargaining unit in 5 x 8 booklet form and sixty (60) additional copies. Employees hired thereafter shall also be furnished with a copy by the Association from the bank of sixty (60) additional copies provided above. Any subsequent revisions or amendments made prior to the expiration of this Agreement shall be reproduced in entirety and distributed to all members of the bargaining unit. The expenses of all reproduction shall be borne by the Board.

9.07. Duration

This contract shall be effective at 12:01 a.m. on the date of execution by the parties or implementation and shall remain in full force and effect through midnight of August 31, 2024.

This Agreement between the parties is entered into on 12-06-21 and attested to by representatives whose signatures appear below:

FOR THE EMPLOYER

Brian Whalen 12/6/21
Kelli Graham 12/6/21

FOR THE MEADD

Michelle Hanjord 12/6/21
Sheri Fowler 12/6/21

APPENDIX A
WAGE SCHEDULE

Level	Position/Classification Title	Minimum	Maximum
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1	Service and Support Administrator	\$19.50	\$34.52
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APPENDIX B
MAHONING EDUCATION ASSOCIATION OF
DEVELOPMENTAL DISABILITIES

GRIEVANCE FORM

Step _____

Name of aggrieved person(s): _____

Assignment _____ Building: _____

Date Grievance Occurred: _____

Date of informal discussion with appropriate supervisor (within 45 calendar days of occurrence):

Position of Representative attending meeting with aggrieved person _____

Position of Representative attending meeting with employer _____

(Both parties will attempt to notify the other of any representatives attending the meeting as much in advance as possible)

Reason why grievance is being filed at this step:

A. Concise statement of the facts upon which this grievance is based and a reference to the specific provisions of the agreement allegedly violated, misinterpreted, or misapplied (if additional space is needed, attach separate sheet):

B. Concise statement of Resolution/Relief Sought (if additional space is needed, attach separate sheet):

Signature of Grievant

Date

APPENDIX C
MAHONING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
PERSONAL PROPERTY DAMAGE

Name: _____

Date: _____

Items(s) Damaged: _____

Date of Incident: _____

(Attach Copy of Incident Report)

Total Cost of Replacement/Repair: \$ _____

(Provide documentation, i.e., receipts to replace, cost of repair, etc.)

----- FOR OFFICE USE ONLY -----

Approved Amount \$ _____

Disapproved

Form must be filed with the Superintendent's Office.

Employee should retain a copy.

APPENDIX D
MAHONING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
HEPATITIS FORM

I. Physician Section

I, _____, have sought the advice of a physician.

I, _____, have not sought the advice of a physician for the following reason(s):

II. Screening and/or Inoculation Section

I have been screened and inoculated for HBV.

I have not been screened and inoculated for HBV.

I have been screened and chose not to be inoculated at this time for the following reason(s):

III. Training Section

I have been given in-service training on HBV.

IV. I have attached proof of costs which amount to \$ _____ for HBV screening and/or inoculation.

Signature _____ Date _____

(Any written reason rejected by the Superintendent may be taken to arbitration in accordance with Article 3, Grievance Procedure.)

APPENDIX E
FAIR SHARE LANGUAGE

The Board recognizes the Association as a fair share fee bargaining unit having all rights and privileges provided by ORC 4117.

1. The Board shall deduct from the pay of any bargaining unit member who has completed sixty (60) calendar days of employment and who elects not to become or to remain a member of the Association, a fair share fee equal to the amount certified to the Employer by the Association up to and including 100% of the unified dues of the Association. Said fair share fee shall be for the Association's representation of such non-members during the term of this Agreement.
2. Notice of the amount of the annual fair share fee shall be sent by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted.
3. Annually, payroll deduction of the fair share fees shall commence on the first pay date for which dues deductions are made and which occurs on or after January 15th and shall end with the final dues deduction period in the month of June.
4. Fair share fees shall be transmitted by the County Auditor's office to the local Association Treasurer in accordance with the payroll practices of the County Auditor's Office. An itemized list of the bargaining unit members for whom fair share fee deductions were made shall continue to be provided.
5. The Association affirms to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09 (c) of the Revised Code and applicable federal law, and that a procedure for challenging the amount of the representation fee has been established. Notice of such will be given to each member of the bargaining unit who does not join the Association. Furthermore, such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
6. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

Indemnification of Employer: The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board and/or its Administrators for any costs or liability incurred as a result of the implementation and enforcement of this provision, provided that:

1. The Board shall give a ten (10) calendar day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;

2. The Association shall reserve the right to designate counsel to represent and defend the Employer;
3. The Board agrees to: (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (b) permit the Association or its affiliates to intervene as a party if it so desires; and/or (c) to not oppose the Association or its affiliate's application to file briefs Amicus Curiae in the action;
4. The Board acted in good faith compliance with the Fair Share Fee provision of this agreement.

