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MASTER AGREEMENT

Between

THE FOREST ROSE EDUCATION ASSOCIATION

and

THE FAIRFIELD COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES

July 1, 2022 – June 30, 2025

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## ARTICLE 1

### RECOGNITION AND DEFINITIONS

#### A. RECOGNITION

1. The Board recognizes the Association as the sole and exclusive bargaining agent for those full-time unit members included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time by the Board in the classifications listed below:

Developmental Specialist  
Instructor  
Instructor Assistant  
Nurse

2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. This Article does not prevent the Board from adding or abolishing classifications.

#### B. DEFINITIONS

1. Association - Forest Rose Education Association, an affiliate of OEA/NEA
2. Board - The Board of DD as a corporate entity
3. Day - Calendar day, unless otherwise specified
4. Employer - Persons designated to act on behalf of the Board in a particular situation
5. Enrollee - An individual enrolled in the program
6. Full-time - For purposes of insurance and benefits eligibility, and the Recognition clause, full-time is thirty-five (35) or more hours per week.
7. Program Director - Director of Human Resources, Director of Adult Service Options, Director of Educational Services, Chief Fiscal Officer, Director of Quality and Director of Services and Supports, or their designee(s)
8. Seniority - Continuous length of service as a bargaining unit member
9. Superintendent - The Superintendent or designee
10. Unit member or member - A member of the bargaining unit

## ARTICLE 2

### RIGHTS

#### A. MANAGEMENT RIGHTS

1. The Association recognizes that the Employer maintains the sole and exclusive right to manage its operations in such a manner as the Employer shall determine. All rights, functions, and prerogatives of management not specifically restricted or modified by any provision(s) of this Agreement are reserved and retained exclusively by the Employer. The Employer's right to manage its operations shall include, but not be limited to, its rights to direct the work of unit members, hire, promote, demote, transfer, assign and retain unit members, suspend or discharge unit members, relieve unit members from duties because of lack of work or other legitimate reasons, initiate, prepare, certify and administer its budget, schedule hours of work including overtime, establish the size, composition and qualifications of the work force, determine and modify job classifications, maintain discipline, safety, efficiency and order, establish and enforce reasonable rules of conduct, and exercise all powers and duties granted to a public employer by statutory law. The Employer has a duty to bargain over the effect of its management decisions to the extent required by O.R.C. Chapter 4117. Nothing in this Article prevents the parties from mutually agreeing to bargain over any wages, hours, terms, and conditions of employment.

#### B. ASSOCIATION RIGHTS

1. The Association shall be granted the following exclusive organizational rights set forth in this Article. The Association shall provide the Employer an official roster of its officers and Ohio Education Association (OEA) representative(s) which is to be kept current at all times. No unit member shall be recognized by the Employer as an Association representative until the Association President has presented the Employer with written certification of that person's selection.

2. The Employer shall provide one (1) bulletin board in each facility where unit members are employed for the use of Association business. It is not appropriate to use this bulletin board for inflammatory or derogatory material.

3. The Association shall have electronic access to the agenda for each Board meeting and of the minutes of each Board meeting. Upon request, the Association shall be informed of agenda changes.

4. The Association shall have the right to use Employer facilities for meetings on non-work time and with prior approval of the Superintendent. It may reasonably use the copying machine, computers and typewriters.

5. The Association President/designee shall be furnished with the names of all newly employed unit members unless the unit member requests otherwise. The Association shall provide the Employer with a sufficient number of contracts to provide to current and new bargaining unit employees. The Employer will provide a copy of the contract to each new bargaining unit employee during the orientation process. Upon request of the Association

President, the Employer shall provide such personal contact information as it has on file for unit members.

6. Association representatives not employed by the Employer may enter the Employer's premises during work hours, Monday through Friday. The Association representative will report his/her presence to the office. Such visits shall not interfere with the work of a unit member or the operations of the Employer or its facilities.

7. A policy book shall be maintained at each facility and updated as soon as reasonably possible. In addition, current policies and procedures are maintained electronically, and shall be accessible to union members outside of the work location in a manner acceptable to the County and the Board and implemented at such time as the Board is able to accomplish the required technology upgrades, but no later than September 1, 2019.

8. The Association may use Board owned facilities in accordance with Board policy applicable to any other public organization allowed to do so.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. The objective of this grievance procedure is to secure, at the lowest possible administrative level and in the shortest time, equitable resolutions of grievances. Proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. All grievances shall be presented promptly in accordance with the provisions set forth below. This procedure shall be the exclusive method of resolving disputes under this Agreement.

2. A grievance is any claim that a specific provision of this Agreement has been violated, misinterpreted or misapplied. A grievance may be filed on behalf of a unit member(s) or the Association. The Association may file grievances on behalf of unit members. Unit members shall not be discriminated against for filing, processing or arbitrating grievances in good faith.

3. A grievant is a unit member alleging that a specific provision of this Agreement has been violated, misinterpreted or misapplied.

4. A day for purposes of this Article is a weekday other than program holidays and calamity days.

#### B. INFORMAL PROCEDURE

A grievant shall first discuss the issue with his/her Program Director with the objective of resolving the matter informally. The grievant must notify the Program Director during the meeting that the meeting constitutes the informal step of the grievance procedure. Informal procedures must be initiated within fifteen (15) days after the occurrence of the alleged grievance or when the grievant should have reasonably become aware of the alleged grievance. The grievant and the Program Director shall both sign and date the grievance form (attached hereto as Appendix B) indicating that their meeting constitutes this informal procedure.

#### C. FORMAL PROCEDURE

##### Level One

If the grievant is not satisfied with the outcome of the informal procedure, a formal written grievance shall be submitted to the Program Director within ten (10) days after the informal discussion was held. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provision of the Agreement which allegedly has been violated, misinterpreted or misapplied. The Program Director shall, within ten (10) days after receipt of the written grievance, render a decision in writing to the grievant. If the grievant is not satisfied with the response of the Program Director, or if no response is received within ten (10) days after submission of the grievance, the grievance may be submitted to the Superintendent.

##### Level Two

The Superintendent shall, within ten (10) days after receipt of the written grievance, meet with the grievant, Association representative or both, for the purpose of attempting to resolve the grievance. The Superintendent shall, within ten (10) days after the meeting, render a decision in writing with a copy to the grievant and Association.

### Level Three

If the grievance is not resolved at Level Two, the parties shall proceed to mediation. The Association shall submit to the Superintendent written notice of its intent to proceed to mediation within ten (10) days of receipt of the Level Two response. Such mediation shall be conducted under the auspices of the Federal Mediation and Conciliation Service (FMCS) with a mutually agreed upon mediator. In cases of discharge resulting from a substantiated Major **Unusual Incident ("MUI")** for abuse or neglect, this shall be the final step of the grievance procedure, and the mediated resolution shall be final and binding upon the Employer, the Association and the Employee. In the **absence of a mediated resolution, the Employer's** response at Level Two shall be final and binding up on the Employer, the Association and the Employee.

### Level Four

1. If the grievant and the Association are not satisfied with the disposition of the grievance at Level Three, the Association may submit the grievance to arbitration in accordance with the following: The Association shall make a written request for arbitration to the Employer within ten (10) days of the conclusion of the mediation process. Not later than ten (10) days after such notice is given, a representative(s) of the Employer and of the Association shall meet or confer in order to attempt to agree upon an arbitrator. If the parties are unable to agree, selection shall be made from a panel of seven (7) names prepared and submitted by the FMCS, in accordance with the FMCS procedures. Either party may request a second list of arbitrators from FMCS. The arbitrator selected shall have jurisdiction only over disputes arising out of grievances as defined in this Article.

2. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

3. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement.

4. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline if he finds no just cause for the level of offense. The arbitrator shall have no authority to add to, or subtract from, or amend, or modify in any way, the terms, conditions, or provisions of this Agreement.

5. Neither party shall be required to present more than one (1) grievance to an arbitrator at any time, but more than one (1) grievance may be presented by mutual consent.



6. A decision of the arbitrator within his jurisdiction, which is consistent with the Board's and the Association's legal authority and which is consistent with the provisions set forth herein, will be accepted as final and binding by the Board, the Association, and the grievant.

7. The cost of the arbitrator will be borne equally between the Board and Association. The fees of the court recorder shall be paid by the party asking for one; such fees shall be split equally if both parties request a transcript.

D. MISCELLANEOUS

1. The Association shall have the right to representation at any hearing(s) as provided in this Article.

2. A grievance may be withdrawn at any time without prejudice.

3. Grievance forms and related information shall be maintained in a separate file, apart from the personnel files.

## ARTICLE 4

### LEAVES

#### A. SICK LEAVE

1. A unit member shall earn sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours worked. Credit shall be given for all time that the unit member is in active service and pay status, including paid vacation and sick leave. Credit shall not be given for time on leave of absence without pay, while laid off, while using donated sick leave, or on leave without pay. A unit member may use sick leave only upon receipt of approval of the Superintendent, whose approval shall not be unreasonably denied, for the following reasons:

- a. Illness or injury of a unit member or a member of his/her immediate family as defined in Section 2 below (in cases of illness or injury of a member of the immediate family not living in the same household as the unit member, the Superintendent may authorize sick leave when he/she believes it justified); pregnancy; and exposure to contagious disease which could be communicated to others.
- b. Death of a member of the immediate family (sick leave usage limited to five (5) working days per death) as defined in Sections 2 and 3 below (one day of sick leave can also be used for the funeral of a close personal friend). A unit member who has less than one sick leave day accrued at the time of the funeral of a member of the immediate family is eligible, at the sole discretion of the Superintendent, to be advanced up to two (2) sick leave days for attendance at the funeral (up to one sick leave day for a close personal friend).
- c. Medical, dental or optical examination or treatment of a unit member or a member of his/her immediate family living within the same household.

2. The unit member's immediate family for purposes of illness or injury shall be limited to grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child (or a minor living in the employee's household who occupies the same relationship to the employee as a child), stepchild, grandchild, grandparent-in-law, stepparents, legal guardian, and significant other (someone in the same relationship as a spouse who lives in the same household).

3. For purposes of sick leave to attend a funeral, the following relatives are also considered to be part of the immediate family: niece, nephew, aunt, uncle and significant other.

4. If medical attention is required by the unit member or a member of his/her immediate family, or if five (5) or more consecutive working days of sick leave are utilized on account of illness or injury of the unit member or a member of his/her immediate family, the Employer may request and the unit member shall obtain from the attending physician, a statement of the name, address, and date(s) of consultation with the attending physician in

order to justify the use of sick leave. Falsification of either a sick leave usage form or a physician's statement regarding the use of sick leave shall be grounds for disciplinary action, including dismissal.

5. A unit member shall be charged for sick leave only on days upon which he/she would otherwise have been scheduled to work. When sick leave is used, it shall be deducted from the unit member's credit for such leave on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

6. All unit members must submit documentation of sick leave requests no later than the Friday of the week in which they were absent. In the event the unit member is absent from work on Friday, the documentation must be submitted on the unit member's first day back to work. Failure of the unit member to timely submit documentation of sick leave may result in discipline, and leave will be taken in the following order: personal leave, vacation, sick leave and leave without pay.

7. It is the responsibility of each unit member to report any anticipated absence as soon as possible to the designated personnel. Employees must call in as directed at their program site. Employees shall either notify the designated personnel of the number of days of anticipated absence or shall continue to call in every day to inform the Employer of their current status. If the employee does not call in, they are expected to return to work.

8. The Employer agrees to make available, upon request, to any unit member, their sick leave records to indicate accumulated time.

9. Unit members expected to be on a prolonged sick leave absence shall report their status to help the Employer schedule work in their absence.

10. The Employer may discipline employees for excessive use of sick leave. Examples of disciplinary measures are listed in the Memorandum attached hereto as Appendix C.

11. Sick Leave Donation. The Sick Leave Donation Committee shall consist of four people, two appointed by the Superintendent and two appointed by the Association President. The Committee will evaluate and administer requests for sick leave donations from unit members who suffer a catastrophic illness/injury and do not have enough paid leave accrued to cover the absence. The Committee, in its sole discretion, will determine the eligibility for such donation, as well as the process for obtaining donations and any limitations upon such donations. A majority vote of the Committee, and the subsequent approval of the Superintendent, is required for approval of any sick leave bank donations. Decisions of the Committee and the Superintendent are final, and no grievances may be filed with respect to those decisions.

## B. PERSONAL LEAVE

1. Each year, a maximum of four (4) days of personal leave for full-time nine (9) month and twelve (12) month full-time unit members may be requested and shall be granted by the Employer. Should any other employee group be granted additional day(s) of personal leave in excess of the maximums listed above as a stand-alone benefit, the same shall be granted to members of the bargaining unit.

2. Personal leave may be granted on days immediately preceding or immediately following holidays, recesses or vacations if the Employer determines it does not negatively impact upon staffing or operational needs. Personal leave may not be taken on the designate school-age teacher/therapist work days. Personal leave can only be taken in one hour increments, with prior notification and approval. The exception is for an emergency, in which case up to one (1) day per year may be taken in one-half ( $\frac{1}{2}$ ) hour increments without prior approval. In an emergency, notification must be made as soon as possible, but in no case after **the employee's scheduled start time**.

3. No more than one (1) instructor and one (1) instructor assistant may be granted personal leave on the same day unless the Superintendent has provided advance written authorization. The Employer has the right to consult with the unit members about postponement. Final decisions concerning postponement of personal leave shall rest with the Employer. Such postponement shall not be in conflict with the first sentence of this section.

4. Requests for personal leave shall be made in the prescribed manner. Requests shall be submitted to the Program Director no later than one week prior to the requested date of use, except in an emergency as referenced in Section 2 above.

5. Personal leave used in accordance with this policy shall not result in a deduction in pay for the unit member.

6. Personal leave that is not cashed-out as provided below and remains unused as of June 30 will be converted to sick leave on a one-to-one basis. Members shall notify the Board in writing of their selection on or before June 10<sup>th</sup> of each year.

a. 12-month employees: Members who use zero (0) days of personal leave during the school year (July 1 – June 30) shall receive payment of one hundred fifty dollars (\$150) per unused day. Members who use one (1) day of personal leave shall receive one hundred and twenty-five dollars (\$125) per unused day. Members who use two (2) days of personal leave shall receive one hundred (\$100) per unused day. Payment shall be made on or before July 31.

b. 9-month employees: Members who use zero (0) days of personal leave during the school year (July 1 – June 30) shall receive payment of one hundred and seventy-five dollars (\$175) per unused day. Members who use one (1) day of personal leave shall receive one hundred and fifty dollars (\$150) per unused day. Members who use two (2) days of personal leave shall receive one hundred and twenty-five dollars (\$125) per unused day. Members who use three (3) days of personal leave shall receive one hundred dollars (\$100) per unused day. Payment shall be made on or before July 31.

## C. VACATION

1. Vacation benefits for a full-time twelve (12) month (253 or more paid days per year) unit member shall be as follows:

- a. Ten (10) working days paid vacation per year upon completion of the first six (6) months of full-time service with the Employer. First year unit members may request five (5) working days paid vacation after six (6) months of full-time service, with the remaining five (5) days becoming accessible upon the unit member's first anniversary date of hire. Should the employee leave employment of Fairfield DD prior to the completion of one year of full-time service, they are not eligible for compensation for any unused vacation time.
- b. Fifteen (15) working days paid vacation per year upon the completion of five (5) years of full-time service with the Employer.
- c. Twenty (20) working days of paid vacation per year upon completion of ten (10) or more years of full-time service with the Employer.
- d. Twenty-five (25) working days paid vacation per year upon completion of fifteen (15) or more years of full-time service with the Employer.

2. Vacation schedules must be approved by the Program Director and the Superintendent. Requests for longer than a week must be submitted in writing at least four (4) weeks prior to the requested vacation leave dates. Requests for a week or less must be submitted in writing at least two (2) weeks prior to the requested vacation, except in instances when the employee is utilizing vacation leave to address an emergency, as prescribed in Section 7 below.

3. The Employer will seek to accommodate unit members as to vacation dates; however, the right to schedule a unit member's vacation period is reserved by the Employer in order to ensure proper staffing and operational needs. The Employer may reschedule a unit member's vacation period for operational reasons provided it notifies the unit member one (1) week in advance of the unit member's previously approved vacation period.

4. Accrual of vacation benefits shall be permitted up to a maximum of two (2) years benefits.

5. After completion of the first twelve (12) months of full-time employment with the Board, a twelve (12) month unit member is entitled to compensation at his current rate of pay for the prorated portion of any earned but unused vacation leave for the current year at the time of the voluntary termination of his employment provided he has given the Employer two **(2) weeks' notice of his termination.**

6. The smallest unit for the use of vacation time shall be one (1) day. The exception is in instances when the employee is utilizing vacation leave to address an emergency, in which case one (1) day per year may be taken in half-day increments without prior approval. In an emergency, notification must be made as soon as possible, but in no case after the **employee's** scheduled start time.

7. If the Employer requires the unit member to cancel his vacation, the Employer shall reimburse the unit member for any financial loss resulting from having to cancel transportation and lodging. The unit member must demonstrate that he suffered a non-reimbursable loss.

D. JURY DUTY/COURT LEAVE

1. Unit members will provide the Employer with notification of the potential to serve on jury duty as soon as they receive notification. A unit member who is called for jury duty during time he was scheduled to work will continue to be paid full compensation. All compensation received by the unit member for jury duty must be turned in to the business office. The cost for parking, as verified by a receipt, may be turned in for reimbursement on a travel expense form.

2. In order to be eligible for continued compensation as described above and to be excused from work for the days of jury duty served, the unit member must furnish the Superintendent with a written statement from the appropriate public official listing the dates on which the unit member received jury fees and the dates and approximate times when the unit member was excused from jury duty on any scheduled work day.

3. With respect to jury duty being served in Fairfield County, if more than one (1) hour of the enrollee day is scheduled prior to the commencement of jury duty for the day or if more than one (1) hour of the enrollee day remains following the completion of jury duty for one day, the unit member shall report to work for such time. With respect to jury duty being served in counties other than Fairfield, the applicable periods of time as stated above with respect to reporting to work shall be one and one-half (1½) hours.

4. Court leave will be available to unit members, on the same basis as jury duty leave, if the unit member is subpoenaed to appear in court and is not a party to the action.

E. ASSOCIATION LEAVE

Designated Association representatives shall be granted three (3) days total to attend OEA Representative Assemblies or other authorized Association-related matters. Notice of Association leave shall be given at least seven (7) days in advance. Association leave shall be paid for a maximum of the association member's normal workday.

F. PROFESSIONAL LEAVE

Unit members may be granted two (2) professional leave days, three (3) for twelve-month unit members, to attend seminars, clinics or other professional development functions directly related to their job assignment. Requests shall be made at least fourteen (14) days in advance.

G. INJURY LEAVE

1. If a unit member is physically injured as a result of an action by an enrollee, while performing assignments or duties which are required as part of their employment with the Board, the Employer shall grant an injury leave of absence for the period of recovery, not to exceed seven (7) days. The leave shall be granted with full pay and benefits and shall not be charged to sick leave or any other leave. The period of recovery shall be designated in writing by the unit member's physician. The Employer reserves the right to seek another medical opinion at its expense. With verification from an appropriate administrator, no physician's

statement will be necessary if a unit member needs to go home for the remainder of that day only.

2. Injuries occurring on the job are to be reported immediately to the Program Director on the approved injury leave form. The injury leave form shall specify the nature of the injury, how the injury occurred, the identity of the enrollee causing the injury, and any additional information pertinent to the incident.

3. Unit members whose period of recovery from an injury is longer than seven (7) days are encouraged to file a claim for worker's compensation. Unit members who become eligible to collect, and do collect, worker's compensation benefits for the period of time they were on injury leave shall turn any such "duplicated" payments over to the Board. Such unit members may also be subject to the Fairfield County policy on Transitional Work, incorporated herein by reference.

#### H. MILITARY LEAVE

1. All unit members who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Military or members of other reserve components of the armed force of the United States, shall be entitled to leave of absence without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed thirty-one (31) calendar days in any one (1) calendar year. The unit member shall be required to submit to the department head an order or statement from the appropriate military commander as evidence of such duty.

2. The veteran is entitled to the following benefits upon return to work:

- a. Sick Leave - that amount accumulated at the time of entering the service.
- b. Vacation Leave - military leave credit shall be counted in determining the unit member's length of service, but no vacation shall be granted for the time spent in military service.
- c. Any salary adjustment that they would otherwise be entitled to.

#### I. EDUCATION AND PERSONAL LEAVE

1. An unpaid leave may be granted for a maximum period of one (1) year for personal reasons, or for purposes of education, training or specialized experience which would be of benefit to the Employer by improved performance at any level, or for voluntary service in any governmentally sponsored program of public interest.

2. The authorization of personal or educational leave of absence without pay is a matter of administrative discretion. The Superintendent should decide in each individual case whether a leave of absence is to be granted. The unit member shall provide at least four (4) weeks' notice of departure from and return to work.

J. MATERNITY AND PARENTAL LEAVE

1. Any unit member who becomes pregnant or becomes the parent of a newborn or an adopted child shall be granted up to ten (10) weeks leave from the date of adoption or the date of birth for the purpose of child rearing. A maximum of six (6) weeks of sick leave may be used by the mother for the birth of a child, except as indicated below. The remaining leave can be any combination of vacation leave, personal leave and/or unpaid leave. The use of the first six (6) weeks of sick leave does not require a physician's statement. The unit member must present a physician's statement which sets forth the medical reasons for an extension of sick leave beyond the six (6) week period. The unit member shall notify the Employer of the anticipated dates of the leave as far in advance as is practicable.

2. If the Employer has reason to believe that a unit member is unable to fulfill her usual duties by reason of pregnancy, it may require her physician to certify her physical and mental ability to continue her regular job duties. If the unit member is not certified to continue working in her regular job, the unit member shall begin sick leave and/or parental leave without pay (at the unit member's option) at an earlier date than the unit member has requested.

3. The unit member shall provide at least two (2) months' notice of the due date, or in the case of adoption as soon as known by the unit member. The specific date of leave of absence arrangements due to medical conditions may be made with no prior notice. The unit member shall provide three (3) weeks' notice of return to work.

4. A father may use up to ten (10) weeks leave from the date of adoption or the date of birth for the purpose of child rearing. Sick leave may be utilized for any time used to care for the illness of the mother or child. Otherwise, a unit member may utilize personal or vacation leave for this absence. Upon exhaustion of personal or vacation leave balances, a unit member may utilize leave without pay.

5. Any available time the employee may have under the Family and Medical Leave Act will be applied to leave taken pursuant to this Section.

K. FAMILY LEAVE

The parties each reserve all of their respective rights and responsibilities pursuant to the Family and Medical Leave Act. The Board policy and procedure with respect to Family and Medical Leave is incorporated by reference into this Agreement.

L. GENERAL PROVISIONS APPLICABLE TO LEAVES

1. INSURANCE BENEFITS WHILE ON LEAVE

A full-time unit member on unpaid leave, and not covered by FMLA, shall be given the opportunity to continue the group insurance (health, prescription, dental, vision, EAP/behavioral health and life insurance plans) through COBRA while on leave. Such arrangement shall be made through the plan administrator.



## 2. APPLICATION FOR LEAVE

All leaves of absence without pay and any extension thereof must be applied for and granted in writing. Applications for such leaves must be submitted in writing to the unit member's immediate supervisor at least forty-five (45) days, unless otherwise specified in a specific leave section, prior to the requested commencement of such leave, absent extenuating circumstances which warrant a shorter period of time for the submission of an application.

## 3. RETURN FROM LEAVE

- a. No unit member may return to work prior to the date on which his/her leave of absence expires without the Employer's consent and approval.
- b. Upon completion of a leave of absence without pay, the unit member shall be returned to the same or similar position within the unit member's former classification. If the unit member's former classification no longer exists, the unit member shall be assigned to a position in a classification for which he/she is certified and qualified.
- c. Upon returning from a leave, a unit member may be required by the Employer to submit to such medical examinations and tests as the Employer deems necessary. Successful completion of such examinations and tests is a prerequisite to the return by the unit member to active employment. The Employer shall bear the expense of such examinations and tests, as it requires pursuant to this section.

## 4. LEAVE REGULATIONS

- a. A unit member granted a leave of absence without pay and who accepts other professional or similar employment during the period of his/her leave forfeits his/her right to any accumulated benefits. A unit member who intentionally misrepresents or falsifies facts in obtaining an unpaid leave or who fails to report to work at the expiration of leave may be disciplined, including discharge.
- b. Unit members who are on unpaid leaves of absence do not receive or accumulate benefits or accrue seniority during that time.

## 5. WORKER'S COMPENSATION

Worker's Compensation shall be governed by the Board Policy regarding worker's compensation, and by the Fairfield County Policy on Transitional Work.

## ARTICLE 5

### JOB PROTECTION

#### A. EVALUATION AND PROBATIONARY PERIOD

1. Any evaluations during the probationary period will be conducted at the discretion of the Employer. All unit members not in probationary status will be evaluated at least once every three (3) years.

2. All evaluations will be completed by the unit member's immediate supervisor. A unit member who does not agree with his/her evaluation may submit to their immediate supervisor a written statement expressing the reasons for such disagreement and such statement shall be attached to the evaluation. Continued employment depends upon satisfactory evaluations of employment.

3. The probation period of newly hired unit members shall be the number of scheduled workdays in that individual's work year. The Employer has the discretion to end a probation period early, however the decision not to do so may not be grieved. Newly hired probationary unit members serve at the Employer's discretion. They have no right to grieve any dismissal.

4. Current unit members working in a new position must serve a thirty (30) day probation period. They are still subject to the just cause provisions of this contract while on the thirty (30) day probation period. At any time during the thirty (30) day probation period the Employer may choose to return the unit member to his/her previous position, and the unit member may choose to return to his/her previous position. No reason for such a return has to be provided by either party. Notwithstanding any provisions of this contract to the contrary, the Employer may use a substitute to fill the previous position of a unit member while that unit member serves the probation period in his/her new position.

#### B. EVALUATION PROCEDURE

1. Prior to the beginning of each program year, the Superintendent shall provide the Association with a copy of the evaluation form the Employer intends to use for that program year. The Association shall then be given an opportunity to meet with the Superintendent and ask any questions concerning the evaluations or offer suggestions for the evaluation standards. The Superintendent's decision concerning evaluation standards is final.

2. Job evaluations shall include written suggestions for improvement. The written suggestions must be provided at the evaluation conference or within fifteen (15) days after the evaluation conference, unless mutually agreed otherwise. Employees shall receive a copy of their evaluation at the evaluation conference. Employees are entitled to a copy of the fully executed evaluation thereafter upon request.

3. Nothing in this procedure shall prevent the Employer from making general observations that will be considered in evaluating a unit member's performance. All unit

members shall be observed individually for at least thirty (30) minutes once per year. The observation shall occur on or before the Thanksgiving holiday. The observer shall provide feedback to the unit member within ten (10) workdays of the first observation.

4. Evaluations shall not be administered arbitrarily. Similar evaluation standards will be applied to unit members in the same classification. The content or conclusion of a unit member's evaluation is not arbitrable unless substantial evidence can be shown that the content or conclusions are arbitrary and capricious.

C. PUBLIC COMPLAINT PROCEDURE AGAINST UNIT MEMBERS

The administration may investigate the authenticity of any information related to a written complaint against a unit member. If the Employer receives a signed written complaint about a unit member, the unit member shall be notified. A meeting will be held between the Program Director and unit member regarding the substance of the written complaint. The unit member may be accompanied by an Association Representative during this meeting. The unit member will be given an opportunity to explain any allegation outlined in the complaint. The Program Director will then make a full investigation based on the unit member's input and shall provide the unit member his conclusions about the merits of the complaint.

D. PERSONNEL FILES

The Employer agrees to provide unit members any records being kept in their file. Records will be provided for review within a reasonable time after the unit member's request, which shall normally be within twenty-four (24) hours. Copies will be provided, at the normal employee cost, within a reasonable time. If the unit member disputes the accuracy, relevance, timeliness or completeness of the information in his/her file, pursuant to R.C. §1347, the unit member shall notify the Program Director, who shall investigate his/her complaint. Corrections shall be made if the Director deems it appropriate. A unit member shall be allowed to provide comment or rebuttal on information kept in his/her personnel file. No anonymous complaints will be placed in a unit member's personnel file.

E. DISCIPLINE AND DISMISSAL

1. Unit members shall observe all requirements of Board policies, work rules, and administrative directives. A unit member may be disciplined for his failure to do so in accordance with this procedure. Discipline is cumulative. Once a unit member is disciplined for an activity, he may be given a greater level of discipline for later committing any other impermissible act. Discipline will be applied in a corrective, progressive and uniform manner in accordance with this Article. Progressive discipline shall take into account the nature of the **violation, the unit member's record of discipline and the unit member's record of performance** and conduct. Higher levels of discipline may be given instead of warnings or other lesser forms of discipline for first offenses.

2. The Employer shall determine the appropriate discipline to be administered in one of the ways described below:

- a. Instruction and Cautioning - a written statement to a unit member that certain behavior or job performance is unacceptable or unsatisfactory and, if continued, would subject him to further discipline;
- b. Written Reprimand - a timely written statement to a unit member outlining his unacceptable or unsatisfactory behavior or job performance and notice that as a matter of discipline his activity is being documented for future evaluations of his conduct;
- c. Suspension - an action removing a unit member from his job with (referred to **as a "working" suspension**) or without pay for a certain number of days as a matter of discipline. During a working suspension, the Bargaining Unit Member **shall report to work and be paid at the employee's current rate of pay.**
- d. Removal - an action permanently terminating a unit member's employment relationship with the Employer.

3. No non-probationary unit member shall be disciplined/discharged except for just cause.

4. The Employer agrees not to discharge or suspend a unit member without first arranging for a hearing. This hearing is to be held between the Superintendent, the unit member, and his/her representative. However, no hearing is required to invoke a temporary leave with pay pending a pre-disciplinary conference in cases where the unit member is charged with any gross misconduct. A "hearing" under this section means an opportunity for the unit member, with Association representation, to be informed of the charges against him/her and have an opportunity to respond to them.

5. Appeals from either discharge or suspension must be appealed in the form of a grievance at Level 2 (Superintendent's step) of the grievance procedure within ten (10) workdays of the date of notification of the action.

6. A unit member shall have the right to Association representation at all hearings scheduled in connection with this Section E. If management knows in advance that disciplinary action may be a result of a meeting, they shall advise the employee of such. The employee has the right to stop a meeting and ask for representation if they feel the meeting may lead to disciplinary action. However, if management informs the employee that the meeting will not result in disciplinary action, then the employee does not have the right to representation during the meeting.

7. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

8. Discipline will be removed from unit members' files as follows, provided that no other disciplinary action has been taken during that time period:

<u>Discipline</u>	<u>Time</u>
Instruction and Cautioning	1 year
Written Reprimand	18 months

Suspension	2 years
Demotion	3 years
Discharge	Permanent

If additional disciplinary action is taken while an offense is still in the file, all discipline will remain in the file until the most recent action is removed pursuant to this section.

F. LAYOFF PROCEDURE

1. The procedures in this Article supersede those in the Ohio Revised Code Section 124.321, et seq. Layoffs and recall shall be conducted solely in accordance with this Article.

2. Layoff is a decision to reduce the present number of unit members in their existing job classifications. Layoffs are not a form of discipline. Job reassignments and other temporary actions by the Employer are not layoffs. A layoff becomes effective at the end of the working day named in the written layoff notice. A unit member's seniority becomes frozen at the time the layoff becomes effective.

3. The Employer will use the following procedure when it decides to lay off unit members:

a. The Employer shall first determine in which classifications the layoffs will occur and the number of unit members to be laid off in each classification.

b. Newly hired probationary unit members in the classification(s) affected shall be laid off first, in reverse order of classification seniority. Regularly scheduled, short-hour unit members in the classification(s) affected shall be laid off next, also in reverse order of classification seniority.

c. All other unit members shall be laid off in reverse order of classification seniority within the classification(s) affected, except that if a less senior unit member has significantly better employment evaluations, he/she may be retained in lieu of a more senior unit member. The Employer shall not act arbitrarily in making the decision to retain a less senior unit member.

4. A laid off unit member may bump a less senior unit member in a job for which he is certified and qualified in a lower classification within the same program or in any position he/she has previously worked while employed by the Board. Unit members may only exercise their bumping rights once during a layoff.

5. The Employer shall recall the most senior laid off unit member(s) first. A laid off unit member is only eligible to be recalled to his former full-time job, but any other available job may be given to him if the Employer determines that he is more qualified for that job than a potential job applicant. The Employer is to provide notice of recall to laid off unit members by registered mail at the last known address provided to the Employer. Recall rights are lost if the unit member fails to accept the offered job within ten (10) days from the recall notice. The unit member must provide the Employer with his most current address. If the unit member is on vacation or absent from the county for any other reason, he must notify the Employer of where he can receive the recall notice.

6. A laid off unit member is not eligible for recall after two (2) years from the effective date of the layoff. Laid off unit members lose all seniority rights after that two (2) year period.

ARTICLE 6

TERMS AND CONDITIONS

A. HOURS OF WORK

1. The normal workday shall be as follows:

<u>Classification</u>	<u>Time</u>
Developmental Specialist	8:00 a.m. to 3:00 p.m.*
Instructor and School Nurse (8 hours)	7:00 a.m. to 3:00 p.m., or 7:30 a.m. to 3:30 p.m., or 8:00 a.m. to 4:00 p.m. **
Instructor Assistant (7 hours)	7:30 a.m. to 3:00 p.m., or 8:00 a.m. to 3:30 p.m. **

\*Developmental Specialists can make their own schedule, based on programmatic need, as approved by their Supervisor. Developmental Specialists have the ability to alter their schedules for programmatic reasons with notice to the Supervisor prior to the altered schedule.

\*\* East Instructor, Instructor Assistant and School Nurse is allowed to work their preferred workday from the above-listed starting and ending times, with the exception being on days when a meeting is scheduled for either 7:30 a.m. or 3:00 p.m., in which case the Employer will provide the unit member with at least seven (7) days notification.

School shall be in session from Labor Day to Memorial Day. The student day shall begin at 8:30 a.m. and end at 2:45 p.m. (6.75 hours).

2. The Employer may change the above-listed starting and ending times of a unit member by up to fifteen (15) minutes either way without negotiation with the Association. The Employer will provide the unit member with at least seven (7) days notification of such change, unless a shorter period of time for implementation is mutually agreed to.

3. The Employer has the right to add new positions with hours that differ from those listed above, as long as no existing unit members are required to move into those new positions. The Employer also has the right to create a different shift for an existing position as long as an existing unit member agrees to work the different shift. The Employer will post as vacancies all new positions and all positions with different shifts.

4. In addition to the above hours of work, unit members may be required to attend a meeting(s), conference(s) or other function(s) which does not exceed one and one-quarter (1¼) hours per week. Except in instances in which operational requirements dictate otherwise, unit members shall be given at least one (1) day notice of such meetings and such meetings shall not last longer than forty-five (45) minutes beyond regular working hours.

5. The last thirty minutes of the workday cannot be taken as a duty-free lunch/break by instructor assistants, except with express permission of the Director of Educational Services/designee.

6. The regular weekly lunch schedule shall be established after consultation between the unit member and the Program Director. The Program Director shall have final approval of such schedule. Variations in the lunch schedule may be agreed to by the unit member and the Program Director.

B. LENGTH OF PROGRAM YEAR AND HOLIDAYS

1. The work years listed below are inclusive of the paid holidays and vacation.

a. Nine (9) month unit members shall include the following job classifications:

Instructors:

School-Age Instructors (182 days)

Preschool Instructors (182 days)

Instructor Assistant (182 days)

School Nurse (182 days)

b. Twelve (12) month unit members shall include the following job classifications:

Developmental Specialist (215/260 days)

2. The Employer shall annually adopt the calendar of workdays for nine (9) month and twelve (12) month unit members prior to March 1 of the previous school year. Prior to adoption of said calendar, the Superintendent shall meet with no more than two (2) Association representatives to discuss the calendar. All final decisions concerning the annual calendar are the responsibility of the Employer. Developmental Specialists working 215 days shall submit their 215-day calendar for approval by the Early Intervention Supervisor and, upon approval, to the Chief Fiscal Officer prior to the beginning of a new calendar year. Alterations to the calendar for programmatic reasons may be approved by the Early Intervention Supervisor.

3. Nine (9) month full-time unit members shall be entitled to the following:

New Year's Day

Memorial Day

Veterans Day

Martin Luther King Day

Labor Day

Thanksgiving Day

Presidents' Day

Columbus Day

Christmas Day

4. Twelve (12) month full-time (35 hour) unit members shall be entitled to the following holidays:



New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day

Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

5. A unit member required to work on a paid holiday set forth in this Article shall be paid at the rate of an additional one-half ( $\frac{1}{2}$ ) for each day or pro-rated part of a day based on his/her daily rate of pay.

6. Good Friday, the Friday after Thanksgiving and December 24 shall be unpaid closing days for all unit members.

7. To be eligible for holiday pay, unit members must be in paid status the day before and the day after the holiday.

C. CALAMITY/DELAY DAYS

1. The Board may cancel, delay or close activities or programs as it deems necessary and prudent due to inclement weather or other reasons of calamity. In these cases, bargaining unit member attendance may be waived, subject to being made up on a later date, as designated in the annual school calendar.
2. In instances of severe weather conditions, unit members who are required to work and are unable to report for work, or who are unable to report until after their regularly scheduled starting time (in no event later than 10:00 a.m. unless approved by the Superintendent), shall be permitted to use personal leave time, vacation time or leave without pay to account for the time missed from work.
3. Prescheduled leave that happens to occur on a calamity day will be returned to the employee, unless the prescheduled leave is scheduled for a duration of five or more **consecutive work days.it shall be the employee's responsibility** to cancel the prescheduled leave upon return to work following the calamity day, but in no event after the payroll processing deadline.
4. If the start of the school program is delayed, school employees must report to work no later than the amount of the **delay from the employee's normal start time** (e.g., if an **employee's normal start time** is 8:00 a.m., on a one-hour delay day that employee must report no later than 9:00 a.m.).

D. JOB DESCRIPTIONS

The Association shall be provided an opportunity to make suggestions about the content of job descriptions. Final job descriptions and any amendments are decided by the Employer.

E. VACANCIES

1. For purposes of this Article, the term "vacancy" refers to a new bargaining unit job established by the Employer or to an opening in an existing job in the bargaining unit which occurs either as a result of expansion or as the result of promotion or transfer or downgrade or termination of employment and which the Employer declares to be a vacancy. Upon the determination of a vacancy, notice of it, along with the qualifications required for the job, will be posted at the site affected. All notices must be posted at least seven (7) working days prior to the due date for applications. Notices will specify the number of bargaining unit positions available, to the extent known, if only one posting is made. Notices of vacancies posted during the summer and statements of the due dates for applications may be given or mailed to unit members with their paychecks, upon their request.

2. All applications which are filed with the Superintendent on or before the due date for applications will be received by the Superintendent and the vacancy will be filled on the basis of the Superintendent's determination of the qualifications and experience to perform the job in question. If two (2) or more unit members are final candidates and their qualifications and experience are equal, the applicant with the greater length of service with the Employer shall be awarded the position.

F. TRANSFERS

1. A transfer is an assignment from one classification to another. Changes in job responsibilities within a classification are not transfers but are assignments.

2. The Association recognizes that in order to meet the staffing needs of the Employer, it may be necessary to transfer unit members involuntarily. Such transfers may be made after consultation among the Superintendent, the Program Director, and the unit member. The Superintendent shall explain the reasons for such transfers. Transfers shall not be arbitrary.

G. SUBCONTRACTING

1. Subcontracting is a management right. The Employer may take unilateral action and make decisions relative to subcontracting. Before subcontracting, however, the Employer must:

a. Notify the Association in writing at least ninety (90) days in advance of any subcontracting that would result in the elimination of any job that is held by a unit member or would result in the reduction of their core duties and thus reduce their regular hours.

b. Provide the Association an opportunity to meet with the Board or Superintendent to discuss proposed contracting to give any input or recommendations it might have concerning subcontracting and its effect on bargaining unit members.

c. Association input or recommendations must be presented to the Board in an open meeting. The Employer can approve subcontracting only after said meeting occurs.

2. Subcontracting occurs when the Employer hires and pays a third party to perform the core duties of the work currently performed by the bargaining unit. A "third party" is one that acts as the employer over its unit members. If the Employer reduces a unit member's hours or rates of pay, it shall negotiate over such reduction.

3. If the Employer subcontracts bargaining unit work, it will make its best efforts to persuade the contractor to hire the affected employees, and to follow the terms of the Master Agreement for the remainder of the term of the Agreement.

#### H. CERTIFICATION

In order to be eligible for employment, a unit member must possess any valid certificate(s) required for his/her position by the Ohio Department of Education, Ohio Department of Developmental Disabilities or other appropriate certifying bodies. Each unit member is responsible for maintaining a valid certificate on file with the Superintendent's office. Maintaining a current certification is the sole responsibility of the employee. Failure to do so may result in termination per the Ohio Revised Code.

#### I. MISCELLANEOUS

1. Any accident or injury to a unit member or an enrollee must be reported to the Program Director immediately. Unless circumstances beyond the unit member's control prevent the unit member from doing so, the unit member must complete in writing the "Employee Accident Report" and present it to his/her Program Director before the end of the work day on which the accident or injury occurs. If the Program Director determines that a unit member requires medical attention because of an accident or injury which occurs on the job and the unit member declines such medical attention, the unit member must sign a form waiving such medical attention.

2. Except in cases of emergency, unit members may not leave their work in order to engage in telephone conversations. Unit members are prohibited from talking on cell phones while driving on County business. Notices of telephone messages for unit members which are received by the Employer will be placed in the mailboxes of unit members.

3. Prior to the arrival of or subsequent to the departure of enrollees or during their regularly scheduled break periods, unit members may make telephone calls on the telephones located on the premises so long as such calls do not interfere with the performance of their duties or the duties of other unit members. Unit members who make personal long distance calls on such telephones must submit documentation to the Program Director.

4. Unless otherwise specifically noted, references of correspondence for the Board will go to the Superintendent and correspondence to the Association will go through the Association President.

5. The Employer shall provide an air conditioned/heated lunch/break room for staff. [Staff shall have access to a refrigerator, stove or microwave, tables, and chairs]. (Items in brackets are not necessarily in the same room).

6. There is no smoking in any Program building or vehicle. There will be a designated smoking area(s) outside of each building. Smoke breaks must be indicated on a unit member's timesheet as a break time.

7. All unit members shall be provided direction and assistance by the appropriate administrator prior to being assigned to do a job alone.

8. All supplies and materials shall be approved by the Program Director. Unit members shall be furnished approved supplies within a reasonable time after their request.

9. An instructor who does not intend to return for the following school year must notify the Superintendent of that fact in writing no later than June 30<sup>th</sup>. Instructors who do not return for the following school year and fail to inform the Superintendent of that intention prior to June 30<sup>th</sup> will forfeit their final summer paycheck. The only exception is for situations where the failure to return is for an "involuntary" reason (such as a spouse being transferred out of state) that occurs after June 30<sup>th</sup>.

10. The Employer will provide appropriate in-service training.

11. No Instructor or Instructor Assistant shall be assigned to more than one classroom at a time without the agreement of the Instructor or Instructor Assistant. The Employer prefers to obtain substitute coverage for absences. However, due to substitute availability or unforeseen or sudden circumstances, Instructors or Instructor Assistants may be required to oversee students in more than one classroom on a temporary basis.

## ARTICLE 7

### COMPENSATION

#### A. PAY PRACTICES

1. New unit members shall be paid on one of the salary schedules provided herein for work during the normal work year.

2. New unit members shall be placed on the appropriate salary schedule based on paid full-time years of experience. Employees must have worked at least one-hundred and twenty (120) days in a position in order to be eligible for any negotiated increase. The Employer may consider work experiences in other DD facilities, prior training and experience, course work, and certification, for placement on the salary schedule. All salary placements will be uniformly applied.

3. Proof of prior work experience, training, course work, and certification shall be submitted to the Employer upon initial employment. Upgrading of certification or additional course work should be reported to the Employer upon its satisfactory completion.

4. A deduction of pay for cause will be made based on the unit member's regular daily rate of pay.

5. If the regularly scheduled work hours of a unit member are increased, the unit member's salary will be increased in an amount which reflects the proportional increase in his/her amount of work hours.

6. There shall normally be twenty-six (26) equal, biweekly, pay days, however, there may be years with 27 pay days, in which case the pay of unit members shall be spread across the 27 pay days. The Union shall be notified thirty (30) days in advance of any calendar year in which 27 pay days shall occur. Pay day shall normally occur every other Friday. On holidays the unit member may receive his/her direct deposit the last regularly scheduled workday prior to the holiday, provided that the County Auditor allows such payment.

7. All employees will be paid through direct deposit.

8. No later than September 1 of each year, bargaining unit members shall receive via email, USPS mail and delivery to the school, a salary notice which shall include the employee's "true hourly rate."

#### B. COMPENSATION

1. Salary ranges are contained in Appendix A and are incorporated herein by reference. The salary ranges will be used only for the purpose of determining the starting pay for new employees. The salary ranges will not be used to determine compensation for existing employees. Wage increases for existing employees are governed by Section 2, below.

a. Effective the first pay periods of the 2022-2023, 2023-2024 and 2024-2025

school years, nine-month bargaining unit members will receive a three percent (3%) increase. Effective the first pay periods in July 2022, July 2023, and July 2024, all 12-month bargaining unit members will receive a three percent (3%) increase. Should any other employee group be granted an increase in excess of three percent (3%) as a stand-alone benefit, the same shall be granted to members of the bargaining unit.

Effective July 2, 2022, all current bargaining unit members hired into bargaining unit positions prior to July 31, 2021 shall receive a one-half percent (.5%) increase. In addition, those bargaining unit members shall receive an increase commensurate with one-percent (1%) for each year of service up to a maximum of five (5) years.

a. Salary increases for 12-month employees will go into effect with the first full pay period beginning on or after July 1.

b. Annual increases do not have an impact **on the "Salary Schedule for the Placement of New Employees" for any position.**

3. Salary ranges are determined as described in Procedure #HR-49. The salary ranges will contain the highest and lowest amounts that an employee in a particular classification can be paid.

4. After seven (7), thirteen (13) and seventeen (17) years of full-time employment with the Board, each employee will receive a 3% longevity increase, subject to the salary ranges referred to Section 3, above. The increase will be effective with **the employees' next** anniversary date.

5. In the case of an absence of a classroom Instructor, an Instructor assistant in the absent Instructor's classroom who agrees to and does undertake additional duties due to the Instructor's absence shall be paid an additional thirty-five dollars (\$35) for an Instructor's absence of at least three (3) hours or an additional seventy dollars (\$70) for an Instructor absence lasting seven (7) or more hours.

a. If there is more than one Instructor Assistant assigned to the absent Instructor's room, the opportunity to be paid extra shall rotate. If the Instructor Assistant whose turn it is to cover is unable or unwilling, the other Instructor Assistant may perform the duties.

b. Instructor Assistant must indicate any time worked in such capacity in accordance with Board policy and directives. Failure to do so will result in loss of the increased compensation. Failure to submit correct documentation by the end of the day on Friday of the week in which the increased compensation was earned shall result in loss of the increased compensation.

c. The Board may provide substitute Instructor coverage in its discretion, thereby eliminating the opportunity for increased compensation for Instructor Assistants. However, should the Board provide intermittent substitute Instructor coverage, and the substitute Instructor has been employed by the Board for a period of three (3) months or less, or has substitute in the classroom for less than five (5) days, Instructor Assistants agreeing to and performing extra duties shall remain eligible for increased compensation.

6. The Board reserves the right to offer bargaining unit members supplemental contracts based on programmatic needs.

C. SEVERANCE PAY

1. Any member of the bargaining unit who has five (5) or more years of service as a unit member with the Board may use their unused, accumulated sick leave for severance pay upon retirement (including disability retirement), his/her death, or voluntary termination with a two-week notice provided, in the following manner and under the following guidelines:

- a. Calculation for the severance benefit shall be one-half of the unused accumulated sick leave not to exceed fifty (50) days.
- b. Severance pay shall be made based on the unit member's per diem rate at the time of separation.
- c. Payment of severance pay shall be in a lump sum within ninety (90) days of separation.
- d. Such payment shall be made only once to any unit member and shall extinguish all accumulated sick leave to the credit of such unit member.

D. PROFESSIONAL DEVELOPMENT

1. The Employer encourages participation by unit members in professional meetings, workshops, conferences, and conventions which have a direct bearing on the comprehensive program which it provides. The Employer and the Association agree that the purpose of attending meetings, workshops, conferences, and conventions must be the enhancement of the knowledge, abilities, skills or technique of the staff for their work with the Board. Professional Development funds may not be used for initial licensure/certification. However, Professional Development funds may be used for initial Developmental Specialist Certification. When Professional Development funds are approved for initial certification for a Developmental Specialist, the amounts expended by the Board therefor shall be reimbursed to the Board by the unit member in the event the unit member either (a) fails to achieve five-year certification or (b) is terminated or resigns within one (1) year of achieving five year certification.

2. Two professional conference days may be established each year by the Employer. These days shall be included within the required number of program days as set forth in Article 6 of this Agreement.

3. Each unit member may request permission to participate in online training, professional meetings, workshops, conferences, visitations, other classes, programs or conventions for the purposes specified in Section 1. Such request should be made to the unit **member's Program Director at least fourteen (14) days prior to the requested date and shall** include an estimate of the cost that would be incurred by the Employer.

4. A Program Director may request that a unit member visit another program or take a professional day for the following purposes:

- a. Observation of a program in operation whose format or concept is being considered for establishment by the Employer;
- b. Professional enhancement of the unit member's skills, knowledge or techniques.

When such a request is made by a Program Director, reimbursement for expenses shall be governed by established Board policies and Section 6 of this Article.

5. The Board **will pay for unit member's attendance at all three (3)** DODD seminars. However, if a unit member leaves the employment of the Board within one (1) year following completion of the last seminar, the money paid for all three seminars must be reimbursed to the Board, and, if necessary, **will be taken out of the unit member's** final paycheck.

6. Expenses incurred by a staff member while attending a professional meeting, workshop, conference or convention approved by the Program Director shall be reimbursed in the following manner:

- a. Authorized use of personal vehicles will be reimbursed at the mileage rate established by the County Commissioners and in accordance with Board procedure concerning how mileage is calculated.
- b. Lodging expense of up to \$100 per day will be paid for conferences more than 75 miles from Lancaster. Lodging reimbursement for out-of-state conferences may be up to \$125 per day. Requests to waive these limits may be made to the Superintendent.
- c. Food allowances in accordance with Board policy are thirty-five dollars (\$35) per diem and will only be reimbursed when overnight stay is required. Only one meal per stated time period will be reimbursed. Breakfast is midnight to 11:00 a.m. Lunch is 11:00 a.m. to 4:00 p.m. Dinner is 4:00 p.m. to midnight. Snacks will not be reimbursed. Reimbursement will not be permitted for a meal when that meal is included in the price of conference registration.
  - 1. Reimbursement for breakfast shall only be paid when departure is before 7:00 a.m.
  - 2. Reimbursement for lunch shall only be paid when return is after 1:00 p.m.
  - 3. Reimbursement for dinner shall only be paid when return is after 6:00 p.m.
- d. Requests to waive these limits may be made to the Superintendent.



e. All other expenses, including convention fees, registration, tools, fees, etc., shall be itemized on the appropriate expense reimbursement forms provided by the Board.

f. In order for submission concerning payments to hotels, motels, convention receipts, garage rental, fees, tools, etc., to be reimbursed, they must be accompanied by appropriate receipts. In the event use of a Board-owned vehicle is authorized, the license number of the vehicle must appear on receipts for gasoline purchases, tolls, parking receipts, etc.

g. Expense reports shall be submitted on a monthly basis by the 15<sup>th</sup> of the month following the expense indicating dates, destination, purpose and/or benefit to the Board. Expense reports submitted past 90 days will not be reimbursed.

h. Receipts, which must be detailed, itemized and dated, must be attached to the expense report. Reimbursements for gratuities shall not exceed fifteen percent (15%) of actual meal expense and must be detailed on the receipt. Personal expenses incurred in traveling are not reimbursable, including but not limited to: personal telephone calls, laundry, entertainment and alcoholic beverages.

#### E. TUITION REIMBURSEMENT

1. The Employer will allocate five thousand dollars (\$5,000.00) annually for reimbursement of tuition expenses incurred by unit members in either graduate or undergraduate course work, or the equivalent at accredited institutions. This fund will be allocated as follows:

a. One third of the total funds will be allocated for each term of the school year. Any unexpended funds from any of the first two terms of the year will be carried over to the following term. Any unexpended funds remaining after summer term will revert to the Employer.

b. The application deadlines for each term are September 1 (class start date between 8/1-12/31), January 15 (class start date between 1/1-4/30), and June 1 (class start date between 5/1-7/31). If the amount applied for in a given term exceeds the amount allocated for that term, the total allocation will be split evenly among all approved applicants, although no applicant may receive more than the amount he/she requested.

2. Approval of tuition reimbursement by the Superintendent must be obtained in advance of taking a course; requests for approval of tuition reimbursement must be received no later than two (2) weeks prior to the commencement of a course. In order to qualify for tuition reimbursement, a course must enhance the unit member's knowledge, abilities, skills or techniques for work with developmentally disabled citizens of Fairfield County. Specifically, the Superintendent shall approve tuition reimbursement for courses that are:

a. specifically related to the unit member's current job assignment; or

- b. necessary to enable the unit member to satisfy the state minimum requirements for certification or renewal of certification; or
- c. part of a planned graduate or undergraduate program, or the equivalent, that is directly related to the provision of services and supports for individuals with developmental disabilities.

3. Unit members shall be reimbursed up to one hundred thirty-three dollars (\$133.00) per undergraduate credit hour and two hundred sixty-seven dollars (\$267.00) per graduate credit hour upon the submission to the Superintendent of an official college/university grade slip or transcript reflecting a grade of C- or higher in the course, a receipt for tuition payment, and a copy of the approved application for tuition reimbursement. Such documentation shall be submitted by the unit member desiring reimbursement within thirty (30) days from the completion of the course. The Employer will submit the member's reimbursement request to the County Auditor within thirty (30) days of receiving complete and accurate documentation from the member.

4. Unit members who have been approved for tuition reimbursement for coursework other than college coursework will be reimbursed on a basis equivalent to the credit hour system outlined above and must submit documentation equivalent to the documentation required above.

5. Unit members who present evidence of the successful completion of course work which qualifies them for placement on an advanced level of the salary schedule shall have their salary adjusted accordingly no later than thirty (30) days after the receipt of such evidence by the Superintendent.

6. If a unit member uses tuition reimbursement and leaves the paid employment of the Board less than one (1) year following completion of the course, the money paid for tuition reimbursement shall be reimbursed to the Board, and, if necessary, will be taken out of the unit member's final paycheck. This provision constitutes the unit member's written authorization to make the required deduction from the unit member's pay.

#### F. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. The Employer agrees to deduct from the pay of all Association members covered by this Agreement all Association annual dues and assessments during the life of this Agreement according to the provisions herein stated. This deduction shall be without cost to the Association or the member.

- a. The Association shall provide the Employer signed authorization forms for those unit members requesting payroll deduction of dues and assessments. Association membership and dues and assessment deduction shall be continuous thereafter unless the Association member cancels and/or revokes check-off authorization as set forth in subsection 2 below.

b. The Association shall provide the Employer annually, the amount of annual dues and assessments to be deducted for each unit member by October 1.

c. Upon receipt of proper payroll deduction authorization, the Employer will deduct Association dues in equal installments from each pay. The balance of annual dues shall be deducted from the last pay of the unit member severed from employment.

d. Dues deductions will be made from each pay of the month.

e. Deductions made shall be transmitted monthly to the Association agent so designated in writing to the Employer for receipt of such monies with a list of names and amount of deductions for each.

2. The Employer shall be relieved from making such individual "check-off" deductions upon a unit member's: (a) termination of employment, (b) transfer to a job not in the bargaining unit, (c) layoff from work, (d) an unpaid leave of absence, (e) revocation of this check-off authorization in accordance with the terms of this Agreement, or (f) resignation by the unit member from the Association. Members may revoke dues check-off authorization during the month of August each year by delivery to the Employer's Chief Fiscal Officer written notice to that effect. Members may cancel membership during the month of August by delivering written notice to the Association Treasurer. The Association shall keep the Employer apprised of the membership status of Association members, and at least annually by October 1, provide the Employer with a list of unit employees who have authorized check-off deductions. The Employer shall advise the Association of any payroll deduction revocations it receives. Liability for dues shall rest exclusively upon the unit member, and the Employer shall never be liable for dues. Accordingly, the Association agrees to look solely to the unit members for any dues the Association claims.

3. The Employer shall not be obligated to make Association deductions from any unit member who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deductions due the Association. In such case, the Association will receive notice of such.

4. The parties agree that neither the unit members nor the Association shall have a claim against the Employer for errors on processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that Association deductions would normally be made by deducting the amount to correct the noted error in addition to the amount due to be deducted.

5. The Association agrees to indemnify and hold the Employer harmless from any claims, actions or proceedings by any unit member arising from the deductions made by the Employer in keeping with the terms of this Article.

6. The Employer's obligations under this Article are subject to the continued approval of the County Auditor.

7. All deductions shall be in accordance with state and federal statutory or case law.

G. INSURANCE

The Board will provide full-time (35 or more scheduled hours per week) unit members insurance (currently including health, prescription, dental, vision, EAP/behavioral health and life insurance). Insurance offered will be the same as offered for other county employees.

1. INSURANCE

Unit members will pay fifteen percent (15%) of the premium cost for single and family health insurance coverage.

In recognition of the importance of understanding health plan benefits and costs, a Health Insurance Committee shall be established no later than September 1, 2022. The committee shall be comprised of three (3) representatives appointed by the Association and three (3) Administrative personnel appointed by the Superintendent. Its mission shall be to review health benefits related issues, including but not limited to benefits design, costs and communications to Association members. The Committee shall meet on a quarterly basis unless it is mutually agreed that there does not exist business to discuss. Additional meetings may be called at the request of either party.

2. GROUP LIFE INSURANCE

The Board will provide each full-time unit member with group term life insurance coverage in the face amount of Fifty Thousand Dollars (\$50,000). This coverage shall include accidental death and dismemberment. Unit members shall retain the ability to purchase additional group term life insurance coverage to the extent the County plan permits it, and in accordance with the rules established therein. Unit members who previously received and have maintained group life insurance in an amount equal to their annual salary, and that amount was over fifty thousand dollars (\$50,000), shall be permitted to keep the higher amount.

H. STATE RETIREMENT PICK-UP

1. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, the Employer shall pick up each unit member's mandatory contributions to the appropriate State Retirement System, provided that no unit member's total salary is increased by such pick-up nor is the Employer's total contribution to the retirement system increased thereby. The dollar amount to be "picked up" by the Employer:

a. shall equal the then current percentage amount of the unit member's mandatory retirement system contribution;

b. shall be credited by the retirement system as unit member contributions under authority of Ohio Attorney General Opinion 82-097;

- c. shall be included in computing final average salary;
- d. shall not be reported by the Employer as subject to current federal and state income taxes;
- e. shall be reported by the Employer as subject to city income taxes;
- f. shall not affect the calculations of a unit member's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher-authorized credit information to financial institutions.

2. Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

3. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General Opinions, or other governing regulations, the Employer will be held harmless and this Article shall be declared null and void.

I. COLLEGE STUDENT SUPERVISION

Instructors that supervise student teachers, early experience students or practicum students will receive any compensation the Board may receive for such services upon receipt of appropriate documentation.

J. ATTENDANCE INCENTIVE

To the extent the Board offers an Attendance Incentive to employees, it shall offer the same to members of the bargaining unit.

## ARTICLE 8

### NEGOTIATIONS PROCEDURES

A. If either party desires to negotiate a successor to this contract that party shall give written notice to the other party in accordance with Chapter 4117 of the Ohio Revised Code.

B. In the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, either party may declare impasse and request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on a mediator is not reached within three (3) days after the call for mediation, the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to appoint a mediator.

C. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties, in accordance with the rules and regulations of the FMCS. Mediation shall continue until the mediator determines that the parties have reached ultimate impasse.

D. This Article constitutes the parties' mutually agreed-upon dispute resolution procedure, and is intended to supersede any and all statutory dispute resolution procedures. This Article does not diminish or preclude the Association's right to strike under R.C. §4117.14(D)(2), provided the procedures herein have been followed.

ARTICLE 9

NO STRIKE

The Association agrees that it shall not directly or indirectly engage in any strikes or other concerted activity during the term of this Agreement and up to the point of ultimate impasse as defined by SERB. The Employer agrees not to lock out any of its unit members during the term of the contract or up to the point of ultimate impasses as defined by SERB.

## ARTICLE 10

### LABOR-MANAGEMENT COMMITTEE

A labor management committee typically consisting of the Superintendent, Director of Human Resources, FREA President and a representative from Forest Rose School, will meet to discuss pertinent issues. Additional members/supervisors of outside representatives may attend the meetings by mutual agreement.

The committee will meet on the third (3<sup>rd</sup>) Wednesday in January, April, July and October of each year except by mutual agreement of the parties. A response to issues that cannot be resolved at the committee meeting will be provided to the inquiring party within two (2) weeks.



## ARTICLE 11

### TOTAL AGREEMENT AND SCOPE OF CONTRACT

A. This Agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be invalid, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. Where the Agreement is silent and no applicable law exists, the Employer acts at its discretion.

B. The parties agree that should any provision of this Agreement be found to be invalid the remainder of this Agreement stays in effect. Upon the written request of either party, a meeting will be scheduled within twenty (20) days at a mutually agreeable date and time to discuss by good faith negotiations alternative language on the same subject to make the remaining provision whole.

C. This Agreement is the complete and final agreement reached by the parties as to the wages, hours, and other terms and conditions of employment of all unit members covered by the Agreement and all other previous agreements and practices either written or oral are hereby canceled.

D. This contract supersedes Board policies on all subjects that are addressed by this contract, whether or not the policy is in conflict with the contract.

E. This contract supersedes, to the fullest extent allowed by law, any and all civil service laws and all applicability that civil service entities would otherwise have for unit members. The Department of Administrative Services and the Personnel Board of Review have no jurisdiction over this contract or the members of the bargaining unit.

F. The parties hereby agree that for purposes of this Agreement, none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of payroll, personnel actions, or any other type of documentation regarding bargaining unit personnel to the Ohio Department of Administrative Services shall apply to the bargaining unit employees.

G. This contract shall be in full force and effect from 12:00 a.m. July 1, 2022, through midnight June 30, 2025.

FOREST ROSE EDUCATION  
ASSOCIATION/OEA/NEA

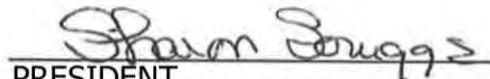
  
\_\_\_\_\_  
PRESIDENT

Dated 7-11-22


  
\_\_\_\_\_  
MEMBER, NEGOTIATING TEAM

Dated 8/5/22

FAIRFIELD COUNTY DD BOARD

  
\_\_\_\_\_  
PRESIDENT

Dated 8/15/2022

  
\_\_\_\_\_  
SUPERINTENDENT

Dated 1/2022

  
\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES

Dated 7/11/2

  
\_\_\_\_\_  
CHIEF FINANCIAL OFFICER

FOREST ROSE EDUCATION  
ASSOCIATION/OEA/NEA

\_\_\_\_\_  
PRESIDENT

Dated \_\_\_\_\_

\_\_\_\_\_  
MEMBER, NEGOTIATING TEAM

Dated \_\_\_\_\_

FAIRFIELD COUNTY DD BOARD

\_\_\_\_\_  
PRESIDENT

Dated \_\_\_\_\_

\_\_\_\_\_  
SUPERINTENDENT

Dated \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES

Dated \_\_\_\_\_

\_\_\_\_\_  
CHIEF FINANCIAL OFFICER

Dated \_\_\_\_\_

SALARY SCHEDULES FOR PLACEMENT OF NEW EMPLOYEES

INSTRUCTOR  
\$29.77 - \$49.42

DEVELOPMENTAL  
SPECIALIST  
\$22.81 - \$36.10

INSTRUCTOR ASSISTANT  
\$17.36 - \$26.04

NURSE  
\$29.77 - \$49.42

APPENDIX B  
GRIEVANCE FORM

DATE OF INFORMAL PROCEDURE \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Program Director

—  
LEVEL: \_\_\_\_\_ GRIEVANT: \_\_\_\_\_

BUILDING: \_\_\_\_\_

Specific provision alleged violated, misinterpreted and/or misapplied:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATEMENT OF FACTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMEDY REQUESTED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Filed at this Level

DISPOSITION RENDERED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Person Rendering Disposition

\_\_\_\_\_  
Date

## APPENDIX C

### MEMORANDA OF UNDERSTANDING

#### SICK LEAVE USAGE

The Employer and the Association agree that sick usage is a major problem in the Fairfield DD program. The abnormally large sick leave usage costs a great deal of money, and results in the provision of less efficient and competent services to the enrollees. The Employer and the Association mutually pledge to work together to lessen sick leave usage in the future.

One method of attempting to lesson sick leave usage is to make all employees aware of the problem and encourage employees to limit their sick leave usage as much as possible. For example, employees can ask their spouses or other relatives to take care of sick children and can schedule doctor appointments outside of the workday whenever possible.

This paragraph is intended to be applicable to sick leave abusers. A method for reducing excessive use of sick leave among abusers is for the Employer to institute discipline and other forms of "controls" to handle excessive sick leave usage. Disciplinary actions may range from Instruction and Cautioning to written reprimands to suspension to termination, and other controls may include, but are not limited to, requiring an employee to meet with his/her supervisor after each absence; requiring an employee to bring a doctor's statement justifying the use of sick leave for each absence; **and requiring doctors' appointments to be scheduled outside of the work day.**

#### TRANSITIONAL WORK FOR NON-WORKER'S COMPENSATION INJURIES

Unit members on leave due to injuries that do not qualify for worker's compensation may apply to the Superintendent for transitional work pursuant to the terms of the Fairfield County policy on Transitional Work. Such applications shall be considered on a case-by-case basis, and may be approved, rejected, or modified at the discretion of the Superintendent. No grievances may be filed regarding the decision of the Superintendent on such applications.

#### EVALUATION COMMITTEE

Upon the request of either party, a six (6) member committee will meet to review the evaluation procedures and make recommendations to the Employer. Three (3) members shall be appointed by the Association and three (3) by the Employer.

#### LPDC

The Local Professional Development Committee procedures are incorporated herein by reference, and can be found electronically on the F drive.

## INSTRUCTOR ASSISTANT LUNCH CLOCK-IN/CLOCK OUT

The Employer recognizes there exist internal issues regarding "rounding" when Instructor Assistants clock in and out for lunch breaks. The Employer pledges a willingness to accept mis-punch forms from bargaining unit members affected by rounding, and also encourages Instructor Assistants to utilize the Executime application on a cellular phone to clock in and out, instead of relying solely upon the kiosk. Bargaining unit members shall not arbitrarily be required to utilize personal leave or otherwise "flex" their time to compensate for a rounding error. Nothing in the Memorandum negates the Board's right to address recurring issues which might arise.

N/O  
[Signature]  
RESIDE

Dated 7-11-22

Katherine

Dated 8/5/22

Stacy Bouggis

Dated 8/15/202

[Signature]  
SUPERINTENDENT

Dated 1/2022

Cindy Hulberg  
OF/H

Dated 7/11/2

Bea Seifert  
FFICER

\_\_\_\_\_