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AGREEMENT

BETWEEN

**THE ASHLAND COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

AND

**THE ASHLAND COUNTY
DEVELOPMENTAL DISABILITIES SERVICE AND
SUPPORT ADMINISTRATORS ASSOCIATION
OEA UNIT #2**

JANUARY 1, 2023 – DECEMBER 31, 2024

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ARTICLE 1: RECOGNITION

- 1.1 Recognition Statement. The Ashland County Board of Developmental Disabilities (ACBDD), hereinafter called the "Board" or "Employer," hereby recognizes the Ashland County Developmental Disabilities Services and Support Administrator's Association, Ohio Education Association (OEA)/National Education Association (NEA) affiliate, hereinafter called the "Association," as the sole and exclusive representative for the bargaining unit for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code (ORC).
- 1.2 Bargaining Unit Defined
 - 1.2.1 The bargaining unit shall include all full-time Service and Support Administrators currently employed or to be employed excluding all employees in the Ashland County Developmental Disabilities Education Association, supervisory, confidential, management level, seasonal, casual, fiduciary and student employees as defined by Section 4117 of the Ohio Revised Code, and in accordance with the SERB order in case number 02-REP-0134.
- 1.3 Hereinafter, employee(s) in the defined unit will be referred to as the "employees."
- 1.4 Any newly created position that falls reasonably within the meaning of Subsection 1.2.1 of this Section shall be included in the bargaining unit. Any new position that is subject to dispute shall be submitted to the State Employment Relations Board to determine whether or not it must be included in the bargaining unit.
- 1.5 Withdrawal of Recognition. The Board's recognition of the Association as provided for in Section 1.1 shall continue unless and until such recognition is legally withdrawn in accordance with law.
- 1.6 Statutory Changes. If at any time during the term of this Collective Bargaining Agreement, the Ohio Statute revises so that Service and Support Administrators are permitted to be in the same bargaining unit as the other unionized employees, then the parties agree to jointly petition the State Employment Relations Board to effect such change.

ARTICLE 2: ASSOCIATION RIGHTS

- 2.1 Representation Rights. The Association shall be the sole and exclusive bargaining representative of the bargaining unit. The Association shall collectively bargain with the Employer in accordance with the provisions of this Contract and state law. The Association shall also be granted sole and exclusive organizational rights as outlined in this Article.

- 2.2 Dues Deduction. The Employer agrees to deduct annual Association membership dues in accordance with this Article from the pay of any employees eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The voluntarily signed payroll deduction form must be presented to the Employer by the employee either personally or by inter-office communication or by an employee representative. Upon receipt of the proper authorization, the Employer will deduct Association dues from one payroll check issued each month. Such dues will be remitted to the Association Treasurer within fourteen (14) days from the date of making said deduction.
- 2.3 Hold Harmless. The Association hereby agrees that it will hold the Employer harmless from any claims, actions or proceedings by any employee arising from the Association's use of money obtained through the dues deductions made by the Employer pursuant to this Article. The Employer shall not be responsible for obtaining refunds from the Association once the funds are remitted to the Association and their disposition shall be the sole and exclusive obligation and responsibility of the Association.
- 2.4 Termination of Deductions. Once an employee provides the Employer with a signed, voluntary payroll deduction form (described in Section 2.2 above), such authorization shall continue from year to year unless the employee informs the Employer and Association in writing between August 25 and September 25 that he/she does not want payroll deduction for the current membership year. In addition to situations in which employees have terminated their dues deduction authorizations in the foregoing manner, the Employer shall be relieved from making employees' "check-off" deductions upon an employee's: 1) termination of employment; 2) transfer to a position which is not included in the bargaining unit; or 3) layoff.
- 2.5 Insufficient Wages for Deduction. The Employer shall not be obligated to make dues deductions from the pay of any employee who has not received sufficient wages to make all legally required deductions in addition to the deduction of dues.
- 2.6 Errors in Processing. Neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next time that the Association dues deduction would normally be made by deducting the proper amount.
- 2.7 Notification. The Association shall notify the Employer and County Auditor in writing of the amount of dues and of any change in the current dues being deducted. Changes in the amount of dues shall be provided to the Employer and County Auditor thirty (30) calendar days prior to the next payday on which such dues are to be deducted.

- 2.8 Use of Public Address System. The Association President or designee shall be permitted to use the public address system. Use of this system shall be short and professional, and in accordance with normal building procedures. Whenever possible, such announcement will be made during a time when individuals are not present in the building.
- 2.9 Use of Building Mail. The Association shall be permitted to use the building mail for distribution of Association materials. The Employer will permit each employee the use of a mailbox. Regardless of the facility in question, some employees may have to share mailboxes.
- 2.10 Access to Board Agenda. The Association President shall, not later than the day prior to a Board meeting, be provided with the Employer's agenda, approved minutes and the other public documents given to Employer representatives.
- 2.11 Participation at Board Meetings and Staff Meetings. The Association President or designee will be permitted to regularly participate at Board meetings during the public participation section of the meeting and in accordance with current board policy. An Association representative may make announcements at general staff meetings (both building and general staff meetings). Such announcements shall be limited to a maximum of five (5) minutes.
- 2.12 Bargaining Unit Names and Information. The Employer will provide the Association President with the names, addresses, phone numbers, accurate current classification, and pay assignment of all persons in the bargaining unit. This information will be updated as necessary. The Employer reserves the right to notify employees of the Association President's request and the Employer's disclosure of such information.
- 2.13 Board Policies. The Association President shall be provided with an electronic copy of the policies of the Employer.
- 2.14 Use of Building. The Association may use the school building for Association meetings that do not interfere with other scheduled activities. Notice of such requested use shall be given to the appropriate building administrator as far in advance as possible. Expenses required for custodial services shall be paid by the Association. The Association shall place all furniture, equipment, etc., back into its original location after usage.
- 2.15 Time for Representational Activities. A duly authorized Association representative may transact Association business on the Employer's property before, after or during the regular workday; provided that such business shall not interfere with the assigned duties of employees and does not occur during the employee's individual contact time.

The means of communication identified in Sections 2.2, 2.8, 2.9, 2.10, 2.11, and 2.16 shall constitute the exclusive methods by which the Association is permitted to have

access to employees during working time and work areas except as may be otherwise indicated in Paragraph 2.15 above. No representative(s) of the Association shall interfere with, interrupt or disrupt the normal work duties of employees. Investigation and writing grievances shall occur on non-work time. If grievance hearings are scheduled by the Employer during an employee's regular duty hours, the Employee and/or authorized representative shall not suffer any loss of pay while attending the hearing.

It is understood that an employee grievance representative may, during the workday, assist employees with the processing of grievances, and may consult with the Association be granted five (5) additional days of release time in order to conduct Association business. The Association shall reimburse the board for the cost of the substitute(s) during the Association President's release time. Use of the above time will be approved when reasonable notice is given to ensure services to individuals, and when individuals are not adversely affected.

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

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

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

2.16 Representation of Employees. An employee shall be entitled to Association representation at any meeting with the administration/employer where the employee believes that disciplinary action may be the result of that meeting or where there are concerns about critical aspects of their jobs. Upon such request, said meeting shall be reasonably delayed for a period not to exceed forty-eight (48) hours until the representative is in attendance. For the purpose of this Section, an "Association Representative" shall mean a building representative, an officer of the Association or such representative as the employee deems necessary.

2.17 **(Should the *Janus v. AFSCME* decision be reversed, the Fair Share Fee provisions of 2.17 shall become operable to the extent such provisions are consistent with any United States Supreme Court decision or other legal action without the need for the parties to negotiate.)** Fair Share Fee. Each employee covered by this Agreement, who fails to voluntarily acquire or maintain membership in the Association by October 15 of each year or within a thirty (30) day period following the completion of his/her probationary period after initial employment, shall be required

to pay a service fee which shall not exceed the dues paid by members of the Association.

The employer shall automatically deduct such dues from the pay of the service fee payers (non-members) in accordance with the payroll deduction procedures as set forth in Article 2.2 (Dues Deduction). The Association Treasurer shall, no later than September 30 of each year, notify the employer of the amount of dues to be deducted for that school year (July 1 – June 30). The Association shall be responsible for insuring that the Fair Share Fee arrangement provided for in this Section fully complies with state and federal law. This provision shall not be interpreted to require any employee to become a member of the Association.

Any employee who has been declared exempt from automatic payroll deduction for religious convictions by the State Employment Relations Board shall not be required to pay such fee. However, such employee shall pay, in lieu of such fee, on the same schedule as Association dues are payable, an amount of money equal to such fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such contribution shall be mutually agreed upon by said employee and the Association State Treasurer. Thereafter, the employee shall furnish the Association State Treasurer written receipts evidencing payment to such agreed upon non-religious fund. The Association and its affiliates agree to defend, indemnify, and hold harmless the Board and/or its representatives/designees from all claims arising from the provisions as herein set forth. In the event the Board and/or its representatives/designees become a defendant in any proceeding arising from the compliance with this Article, the Board shall promptly notify the Association, which shall immediately provide legal counsel selected by the Association.

- 2.18 Employees Purchase of Service Credit through PERS. The Board shall provide payroll deduction for employee's voluntary purchase of service credit through the Public Employees Retirement System (PERS) as permitted by the Ohio Revised Code and as established under the rules for payment by PERS.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 Except to the extent modified by this Agreement, it is understood and agreed to by the Association that the Board retains all rights and authority to manage, direct, and control the operations of the Board and its programs and services to the fullest extent permitted by Ohio law; to promulgate rules and regulations; and to exercise prerogatives of management, including but not limited to the following:
1. To determine matters of inherent managerial policy;
 2. To determine the functions of and programs of the Board;

3. To determine the standards of services to be delivered;
4. To determine the overall budget;
5. To determine how technology may be utilized to maintain and improve the efficient operations of the Board;
6. To determine the Board's organizational structure;
7. To direct, supervise, evaluate and hire employees;
8. To maintain and improve the efficiency and effectiveness of the Board's operations;
9. To determine the overall methods, process, means or personnel by which the Board's operations are to be conducted;
10. To suspend, discipline, demote or discharge for just cause, transfer, assign, schedule, promote, retain or lay off employees due to lack of work, lack of funds, or under conditions where the contribution of such work would make operations inefficient and/or non-productive;
11. To determine the adequacy of and effectively manage the workforce;
12. To determine the mission of the Board as a unit of government;
13. To take actions necessary to carry out the mission of the Board as a governmental unit;
14. The Board may declare an emergency in the event of civil insurrections or an act of God and take any and all actions as may be necessary to carry out the mission of the Board in such an emergency; and
15. To maintain security of all Board records and other pertinent data and information.

ARTICLE 4: BARGAINING PROCEDURE

- 4.1 Subjects of Bargaining. The subjects of bargaining are controlled by Chapter 4117 of the Ohio Revised Code.
- 4.2 Bargaining Team Composition. The bargaining procedure shall be conducted between representatives of the Board and the Association. These representatives shall be

known as the bargaining teams. Each team may consist of no more than two (2) members; however, each team at its option may have two (2) observers (non-speaking) in attendance at negotiation sessions. Each party represented in the bargaining procedure shall determine who will be its bargaining team representatives, but shall not select members of the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith.

- 4.3 Executive Sessions. All bargaining sessions shall be in executive session, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.
- 4.4 Consultants. Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.
- 4.5 Initiating the Bargaining Procedure. Negotiations for a successor agreement may be initiated by either party in accordance with the procedures set forth in Revised Code Chapter 4117, except that any Notice to Negotiate must be filed not earlier than one hundred twenty (120) days nor later than ninety (90) days prior to the expiration of this Agreement. The timelines established may be modified by mutual written agreement of the parties. Within five (5) working days following receipt of a Notice to Negotiate, the parties shall determine a mutually acceptable meeting date and time to initiate negotiation of the successor agreement which shall not be later than thirty (30) days after the date of receipt. At the initial meeting, the parties shall designate their bargaining team members.
- 4.6 Location of Meetings. Meetings will be held at a mutually agreed to location.
- 4.7 Dates and Times of Meetings. Sessions will be scheduled by mutual agreement. Each session will continue until the agreed upon ending time, or until an earlier time is determine in good faith by one of the parties.
- 4.8 Requests for Data. All requests for data shall be in writing. The employer is not responsible for the assembly of data which is a matter of public record and which may be directly obtained and compiled by the Association, but will provide documents which are requested and which are public information. This provision is not intended to supersede Section 149.43 of the Ohio Revised Code.
- 4.9 Proposals. All proposals shall be in writing and all written proposals and materials shall be submitted in sufficient quantity to provide copies for each member of the other parties' bargaining team. If a party offers a verbal counter proposal, the other party may require that such proposal be reduced to writing.

- 4.10 Order of Proposals and Counter Proposals. Items for negotiations, together with proposals thereon, shall be presented at the initial bargaining session. No items shall be added after the initial session unless mutually agreed to by both parties.
- 4.11 Meeting Notes. No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.
- 4.12 Caucus. Either bargaining team may call for a caucus during a bargaining session.
- 4.13 News Media. It is agreed that during the negotiating period, neither party shall issue a statement to the news media. If during the negotiations, press releases should become necessary, the content must be mutually agreed upon or no release will be made. It is understood that following the release of a fact-finder's recommendation, either party is free to make unilateral releases.
- 4.14 Tentative Agreement Procedure. As items are discussed and agreement reached, said items shall be reduced to writing and initialed by the spokesperson of each team. This shall denote tentative agreement only.
- 4.15 Agreement. Preparing issues for presentation to the Association and the Board for approval:

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

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

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

- 4.16 Mediation. If the parties are unable to reach agreement after a reasonable period of negotiations, the parties may jointly prepare a request for the assistance of a mediator from the Federal Mediation and Conciliation Service. Mediation shall be on all issues on which tentative agreement has not been reached by the parties. The parties agree that the mediation procedure contained in this Section is the sole and

exclusive dispute settlement procedure desired by the parties and shall supersede all other dispute settlement procedures set forth in ORC 4117.

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

ARTICLE 5: GRIEVANCE PROCEDURE

- 5.1 Purpose. The purpose of this procedure is to resolve the Grievance at the lowest possible level. Both parties agree that Grievances will be processed as expeditiously as possible.

5.2 Definitions

5.2.1 "Grievance" is a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of an express term of this Agreement.

5.2.2 "Class Action Grievance" is a Grievance that affects more than one (1) member of the bargaining unit.

5.2.3 "Grievant" shall mean the Association or employee(s) initiating a Grievance.

5.2.4 "Days" shall mean weekdays (Monday through Friday) except that calamity day(s), holiday(s), and total program shut down periods shall not be counted.

5.3 Rights of the Grievant and the Association

5.3.1 The Grievant has the right to Association representation at all meetings and hearings involving the Grievance.

5.3.2 The Association has the exclusive right to file Grievances and to be present for the adjustment of any and all Grievances.

5.3.3 Grievance forms shall be exhibited in the appendix of this Contract and it shall be the exclusive right of the Association to issue forms to an employee(s). See Appendix B.

5.3.4 The Association has the exclusive right to determine whether to proceed to the arbitration step of the procedure.

5.3.5 The Association shall receive copies of all communications in the processing of Grievances.

5.4 Time Limits

- 5.4.1 The number of days indicated at each step in the procedure shall be the maximum and may be extended only by written mutual agreement of the parties.
- 5.4.2 A Grievance shall be filed within twenty (20) days of the act or the Grievant's awareness of the act on which the Grievance is based.
- 5.4.3 Failure of the Grievant to comply with time lines shall be cause for the Grievance to be dismissed and shall be considered resolved in accordance with the most recent disposition submitted by the Board.
- 5.4.4 Failure of the Board, or its agent(s), to comply with the time lines shall result in the Grievance proceeding to the next step in this process.

5.5 Grievance Procedure

5.5.1 Informal Step

Prior to initiating the formal grievance procedures in Sections 5.5.2, 5.5.3, and 5.5.4, the Grievant shall discuss the claimed grievance with the affected employee's immediate supervisor within the time limits of Section 5.4.2. During the discussion at the Informal Step, the Grievant shall notify the affected employee's immediate supervisor that this is a discussion of a claimed grievance; explain the facts and circumstances believed to form the basis of the claimed grievance; and identify the alleged violation, misinterpretation, or misapplication of an express term of this Agreement at issue in the claimed grievance. Both parties shall work to resolve the claimed grievance through a verbal discussion. If the claimed grievance is not resolved during the Informal Step, the Grievant may then proceed to Step One in Section 5.5.2 by filing a written grievance with the affected employee's immediate Supervisor within the time limits of Section 5.5.2.

5.5.2 Step One:

The immediate Supervisor shall arrange and hold a meeting within ten (10) days of his/her receipt of the Grievance. The Association, Grievant, and Board/designee may present evidence in support of their respective positions at the Step One meeting.

Within ten (10) days of the conclusion of the Step One meeting, the immediate Supervisor shall forward his/her written response to the Association and Grievant.

If the Association and Grievant are not satisfied with the immediate Supervisor's response, the Association may proceed to Step Two of this procedure by filing the Grievance at Step Two within ten (10) days of receipt of the Step One response by the Association or the Grievant, whichever is earlier. If, however, no response was given or received at Step One and/or no Step One meeting was held, the Association may proceed to Step Two of this procedure by filing the Grievance at Step Two no later than twenty (20) days after the original date of filing of the Grievance at Step One.

5.5.3 Step Two:

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

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

5.5.4 Step Three:

If the Association and Grievant are not satisfied with the Superintendent's response at Step Two, the Association may proceed to Step Three of this procedure by filing a notice of its intent to arbitrate the Grievance within ten (10) days of its receipt of the Step Two response. If, however, no response was given or received at Step Two and/or no Step Two meeting was held, the Association may proceed to Step Three of this procedure by filing a notice of its intent to arbitrate the Grievance within twenty (20) days after the date of filing of the Grievance at Step Two. Any such notification of the intent to arbitrate shall be mailed by certified mail, return receipt requested, or hand delivered, receipt signed by the Superintendent or his/her designee.

The parties may, by mutual agreement, request that the Grievance be processed through the Expedited Labor Arbitration Rules of the American Arbitration Association.

5.6 Arbitration

5.6.1 Selection of the Arbitrator

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

5.6.2 Authority of the Arbitrator

The arbitrator shall conduct an impartial hearing on the Grievance, hearing testimony and evidence from the parties, unless the parties mutually agree to submit their dispute by written stipulations, if any, and brief(s). The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the Grievant, and the Association.

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

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

5.6.3 Cost of Arbitration

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

5.7 Miscellaneous

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

- 5.7.2 Receipt by the Employer of any communications or grievances shall be construed to be the delivery date and time to the appropriate supervisor's office, provided a receipt is obtained.
- 5.7.3 Receipt by the Association of any communications shall be construed to be the delivery date to the designated office of the Association, or the Association President, provided a receipt is obtained.
- 5.7.4 Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 5.7.5 A designated employee representative and all necessary witnesses shall be permitted to attend a Grievance meeting or arbitration hearing without loss of pay or benefits.
- 5.7.6 No reprisals or recriminations shall be taken against any employee(s) who files or takes part in a Grievance.
- 5.7.7 A Grievance may be withdrawn in writing by the Association or settled in writing with the Board at any time. Any withdrawal does not establish a precedent for future Grievances regarding subsequent acts or omissions by the Board of the same nature as a previously withdrawn Grievance.
- 5.7.8 If the grievant is the President of the Association, another member of the Association or an Association representative will be present throughout the grievance procedure. The President of the Association shall have the ability to select who will attend any and all grievance meetings and hearings, in which the President of the Association is a grievant.

ARTICLE 6: ABSENCES AND LEAVES

6.1 Sick Leave

- 6.1.1 Eligibility and Accrual. Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths hours with pay. Employees shall accrue sick leave based upon hours in active pay status.
- 6.1.2 Utilization. An employee(s) may use sick leave for absence due to the employee's, or his/her immediate family member's medical, dental or optical examination or treatment, personal illness, pregnancy, or injury. In addition, an employee may use sick leave if the employee has been exposed to a contagious disease, such that the presence of the employee at his job would jeopardize the

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

6.1.2.1 When sick leave is used, it shall be deducted from the employee's credit on the basis of one quarter (1/4) hour for every fifteen (15) minutes of absence from previously scheduled work.

6.1.2.2 The Employer shall require employees to complete and sign a sick leave form or electronic equivalent provided by the Board, within a reasonable time period, upon return from leave, but such time period shall not exceed three (3) working days. An employee shall make every effort to report no later than one (1) hour prior to his/her reporting time notifying his/her immediate supervisor of his/her absence and shall make periodic contact with his/her immediate supervisor during long-term absences unless the term of the leave has been communicated previously. The employee will make every effort to notify his/her immediate supervisor of his/her intent to return to work no later than 3:00 p.m. on the day prior to returning to work. Failure to report to work or adhere to the timelines and requirements as set forth in this Article may result in disciplinary action.

6.1.2.3 If an employee or a member of his/her immediate family requires medical attention, the employee may be required to submit a written certificate from a licensed medical practitioner. Sick leave requests for more than three (3) workdays may, at the Employer's discretion, require the written certificate of a licensed medical practitioner. Falsification of a physician's certificate or sick leave abuse will be grounds for corrective action, including discharge, without progressive discipline.

6.1.2.4 After and only after an employee exhausts all of his/her sick leave, personal leave and vacation leave time provided for in this Agreement, but does not require the long-term leave or leaves available as specified in other Sections of this Agreement, the Superintendent may grant the employee unpaid sick leave on an as needed basis, up to a maximum period of one (1) year. Continuous service for seniority purposes is not broken by use of either paid or unpaid sick leave.

6.1.2.5 For the purposes of Article 6 of this Agreement, "immediate family" is defined as: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren, or other persons who have assumed similar positions, regardless of residence.

6.1.3 The previously accumulated sick leave for an employee who has been separated from the public service shall be placed to his credit upon his reemployment in the public service, provided that such reemployment takes place within ten (10) years of the date, which the employee was last separated from public service. An

employee who has transferred from another Ohio public employer shall be credited with unused balance of his/her accumulated sick leave up to a maximum of five hundred (500) hours.

6.1.4 Sick Leave Bank

6.1.4.1 The Sick Leave Bank (“Bank”) is for the express purpose of providing additional sick leave days to those employees in the event when an employee or his/her immediate family member(s) has suffered from a major physical or mental illness (i.e., heart attack, stroke, cancer, etc.) or serious accident that prohibits them from returning to work and performing their normal job responsibilities. A member applying to the Bank for sick leave days shall be required to provide the Director of Finance/HR with medical certification from a licensed physician attesting that the member's medical condition or an immediate family member's medical condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recuperation/recovery time. The Director of Finance/HR shall inform the Sick Leave Bank Committee members that the major physical or mental illness or serious injury may qualify the member to utilize the Bank.

6.1.4.2 The Bank shall be implemented based on the following provisions:

6.1.4.2.1 Each bargaining unit member and management employee shall have the option of becoming a member of the Bank by contributing one (1) day or the hourly equivalent for each member of his/her accumulated sick leave to the Bank each year, during the month of September. Once a sick leave day or the hourly equivalent for each member has been contributed to the Bank, the member may not withdraw the day or the hourly equivalent for each member. Members must notify the Association President or his/her designee or an Association Sick Leave Bank Committee member to enroll in the Bank during the month of September. Members may contribute one (1) day or the hourly equivalent for each member within thirty (30) days of ratification of this Collective Bargaining Agreement.

6.1.4.2.2 If at any time the Bank contains less than thirty-five (35) accrued days, the Sick Leave Bank Committee (“Committee”) may choose to reopen the Bank for contributions. Only those employees who contribute during the “re-opened” period will remain members of the Bank. Any employee not contributing one (1) day or the hourly equivalent for each member during the annual contribution period or the “re-opened” period shall forfeit his/her membership in the Bank.

- 6.1.4.2.3 A new employee of the Board must notify the Association President or his/her designee or an Association Sick Leave Bank Committee member, within ninety (90) days after initial employment that he/she will contribute one (1) earned sick leave day or the hourly equivalent for each member to the Bank in order to become a member using the Sick Leave Donation Form located in Appendix C. If the new employee transfers sick leave days into the ACBDD, upon employment, a day or the hourly equivalent for each member shall be subtracted from that accumulation if the employee chooses to be a member of the Sick Leave Bank.
- 6.1.4.2.4 The Committee shall be comprised of three (3) Association members, two (2) from ASHCO DD EA and one (1) from ASHCO SS AA appointed by their respective Association President and one (1) member appointed by the Superintendent. Association Presidents, or their designees, will serve as alternates should appointed committee members be unable to attend.
- 6.1.4.2.5 The Committee shall elect a chairperson and shall develop rules for the operation of the Committee and adhere to the specific provisions of this Article.
- 6.1.4.2.6 The Committee may award a maximum of twenty (20) sick days to a member who submits his/her initial application if he/she meets the Committee's qualifications for eligibility.
- 6.1.4.2.7 A member who has been awarded the initial twenty (20) days may apply to the Bank for a maximum of an additional fifteen (15) days when it is reasonably apparent that he/she will not be able to return to work at the expiration of the initial twenty (20) day period awarded.
- 6.1.4.2.8 If an employee/member is disabled to the extent that he/she could possibly be approved for Disability Retirement under one of the State of Ohio's retirement plans [disability for a duration of at least twelve (12) months], the employee must apply for disability retirement. If the employee is not approved for retirement disability, he/she may then apply and possibly be awarded sick leave days under the provisions of the Bank.
- 6.1.4.2.9 A member of the Bank may apply to the Bank for sick leave days when he/she anticipates the need to utilize more than all of his/her accumulated sick leave days, personal leave days and vacation days.

- 6.1.4.2.10 A member will apply for the Bank using the request form located in Appendix C. Bank request forms will be submitted to the Association President or his/her designee or to an Association Sick Leave Bank Committee member. The Association will share the submitted request form with the Director of Finance/HR upon receipt.
- 6.1.4.2.11 The decision of the Committee regarding the approval or disapproval of applications for sick leave days from the Bank shall be a final decision and shall not be appealable through any internal process or external legal proceeding.
- 6.1.4.2.12 Routine or elective medical procedures (or procedures including surgery which can be performed during a time period where it would not impact on employment time) shall not be reasons for the Committee to approve sick leave days under this plan.
- 6.1.4.2.13 The sick leave day(s) contributed to this Bank shall continue to accrue from year to year until such time as the day(s) are awarded by the Committee.
- 6.1.4.2.14 The Committee will convene within three (3) workdays of receipt of an application from a member requesting sick leave days from the Bank. If adequate information and medical certification is provided to the Director of Finance/HR, the Committee will make its decision within twenty-four (24) hours after reviewing the application and receiving verification of a qualifying medical condition by the Director of Finance/HR.
- 6.1.4.2.15 The Sick Leave Bank Committee will be responsible for maintaining a record of the number of days/hours that are available in the Bank. The Sick Leave Bank Committee will share member donation requests with the Director of Finance/HR, who will be responsible for the deduction of one (1) sick leave day or the appropriate hourly equivalent for each member from donors' accumulated sick leave.
- 6.1.4.2.16 Members shall be informed of their updated sick leave accumulation balance by the Director of Finance/HR upon donation to the Bank.
- 6.1.4.2.17 The Sick Leave Bank Committee and the Director of Finance/HR shall share information regarding current Bank balances, participating members in the Bank, and members sick

leave balances following any donation to the Bank or distribution from the Bank. Such information shall be shared with the Association President, or his/her designee.

(Note: Due to the changes in the provisions in the Sick Leave Bank Article, members shall be afforded the opportunity to donate a day or the hourly equivalent for each member to the Bank until March 31, 2023. Records for Sick Bank Leave donations and sick leave balances shall be updated by the Director of Finance/HR no later than April 28, 2023 with assistance from Sick Bank Leave Committee members. Updated information regarding all Sick Leave Bank donations and current sick leave accumulated balances shall be shared by the Director of Finance/HR with Sick Leave Bank Committee members and members who have donated to the Bank by May 12, 2023. The Sick Leave Bank Committee will be responsible for record keeping of the Bank upon receipt and verification of current Sick Bank donations and accumulated days/hours as of June 1, 2023.)

- 6.1.5 Sick Leave Relinquishment. Employees earning paid sick leave shall be entitled to relinquish up to one (1) week of earned sick leave annually in exchange for payment at his/her rate of compensation then in effect for any such relinquished sick leave, provided however that: a) the employee's accumulated sick leave shall consist of at least (6) weeks after said relinquishment; b) the employee may elect to participate in this program one (1) time per calendar year; c) the employee provides written irrevocable notice to the Superintendent no later than October 31 of a given calendar year requesting relinquishment; d) any paid sick leave relinquishment under this Section shall be deducted from the employee's respective sick leave accounts and not be eligible for restoration under any circumstances; e) payments made under this Section shall be subject to payroll taxes; and f) the Board shall make payment for said relinquished sick leave to the participating employees no later than November 30 of the year of relinquishment.

6.2 Personal Leave

- 6.2.1 The Employer shall grant each full-time twelve-month employee a maximum of four (4) days of unrestricted personal leave per calendar year. The Employer shall grant part-time employees a maximum of two (2) days of unrestricted personal leave per calendar year. These personal days will be placed to the employee's credit on the first day of each calendar year and may be used in increments of not less than fifteen (15) minutes. An employee may use personal leave for such purposes as the employee, in his or her discretion, wishes, so long as the employee's activities during such leave do not violate any provisions of this Agreement. Personal leave requests will be approved on a first come, first served basis.

- 6.2.2 Approval. Employees who are entitled to use personal leave must give the Superintendent three (3) calendar days of notice of their intention to use a personal day, by using the standard leave form. Vacation time or personal leave will not be approved when four (4) or more employees have already requested vacation or personal leave for the same day(s). In situations reasonably deemed by the SSA Director/designee to be emergencies, the SSA Director/designee shall approve vacation time or personal leave.
- 6.2.3 Up to one (1) day of unused personal leave may be rolled over to the next calendar year. Any other unused personal leave days shall automatically transfer to the employee's sick leave accumulation on January 1 of the next following calendar year. A rolled over day of personal leave must be used during the year into which it was rolled over. A rolled over day of personal leave that is not used during the year into which it was rolled over shall automatically transfer to the employee's sick leave accumulation at the end of the calendar year.
- 6.2.4 Effective January 1, 2023, employees will no longer have the option of surrendering one (1) or more unused personal days to the employee's Personal Leave Bank. Any personal leave days accumulated up to a maximum of twenty (20) days to an employee's Personal Leave Bank prior to January 1, 2023 shall remain in that employee's Personal Leave Bank.
- 6.2.5 Personal leave in an employee's Personal Leave Bank that was accumulated prior to January 1, 2023 may be cashed in at the time the employee meets the eligibility requirements of the Ohio State retirement system and retires. Such payment shall be calculated at the individual's *per diem* rate of pay at the time of retirement. The payment for the days in the Personal Leave Bank shall be made within thirty (30) days after the employee's retirement date. If an employee wishes to surrender unused personal leave days prior to January 1, 2023, s/he must submit his/her request to surrender personal leave to the Personal Leave Bank by December 16, 2022. Any Employee not submitting such request by December 16, 2022 shall automatically have his/her unused personal leave day(s) transferred into sick leave accumulation.
- 6.3 Vacation Leave. For the purposes of this Agreement, issues concerning vacation leave shall be determined in accordance with applicable law, except as may be otherwise indicated below.
- 6.3.1 Vacation is credited each bi-weekly pay period at the rate of 3.1 hours per pay period for those entitled to eighty (80) hours of vacation per year, at 4.6 hours for those entitled to one hundred twenty (120) hours per year, at 6.2 hours for those entitled to one hundred sixty (160) hours per year, and at 7.7 hours for those entitled to two hundred (200) hours per year. See attached Appendix E.

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

6.3.3 Request and Approval

6.3.3.1 All vacation time must be requested at least seven (7) calendar days in advance of use. However, in emergency situations, vacation time may be granted at the employee's supervisor's discretion with less than the seven (7) calendar day advance request. This exception can only occur up to two (2) times per calendar year. Vacation leave will be granted on a first request basis and will normally conform to program operation schedules. Vacation time or personal leave will not be approved when four (4) or more employees have already requested vacation or personal leave for the same day(s). In situations reasonably deemed by the SSA Director/designee to be emergencies, the SSA Director/designee shall approve vacation time or personal leave.

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

6.4 Court Leave

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

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

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

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

6.4.5 Personal Court Appearance. An employee who is appearing before a court or other authorized body in which he/she is a party to the action, except as set forth

in Section 6.4.3 above, may request to use accrued vacation time or personal days.

6.5 Military Leave

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

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

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

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

6.5.4 A veteran separated or discharged from the Armed Forces under honorable conditions must make application for reemployment to his or her former position with the Employer within ninety (90) days from the release from service; or within ninety (90) days after release from hospitalization due to inservice (military service) injury or illness which has not exceeded a period of more than one (1) year. The following procedures apply:

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

6.5.4.2 A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.

6.5.4.3 The veteran must be physically qualified to perform the duties of the position (so long as the Employer provides reasonable accommodation of the veteran's handicap, as required by controlling federal and state law). Where a disability sustained in the military service precludes the veteran's restoration to his or her original position, the Employer shall place the veteran in a position of like status and pay, compatible with the veteran's physical condition, so long as such a position is available.

6.5.4.4 The reinstated veteran is entitled to the following salary benefits or other advancement accruing during military absence to the position he or she held and returns to:

6.5.4.4.1 Sick Leave – The employee is entitled to that amount of accumulated sick leave that he or she had accumulated at the time of entering military service.

6.5.4.4.2 Vacation Leave – Time spent by the employee on military leave will count in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave.

6.5.4.4.3 Any change in classification or pay range that would have accrued to the position if the employee had been on the job, unless this change is contingent upon the acquisition of training, certification, or other qualification that the returning employee does not possess. In such case the veteran will be given a reasonable period of time in which to acquire the training, certification, or other qualification(s), and when the requirements are met, will be granted the change.

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

An employee shall make written application for assault leave. In the event that incapacity prevents an employee from doing so before taking time off work, the employee must file a written application to have his/her leave treated as assault leave after the fact. In any case, the Employer reserves the right to require an employee applying for assault leave to provide the Employer with a physician's statement

indicating that the employee suffered a bodily injury caused or aggravated by the assault, which will cause (or which did cause) the employee to be unable to work. It shall be the obligation of the employee to receive necessary medical treatment and to return to active work status at the earliest time permitted by his attending physician.

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

6.7 Unpaid Leaves of Absence

6.7.1 Personal reasons: At the discretion of the Superintendent, a leave of absence may be granted upon the request of the employee for a maximum duration of one (1) year for any personal reasons during any three (3) year period [thirty-six (36) months] of which such three (3) year period will be calculated to begin from the last day of any previous leave granted under this Section. Therefore, at the conclusion of such a leave of absence, the employee will not be eligible to start another leave of absence for three (3) years.

6.7.1.1 In addition to the unpaid leave of absence available under Article 6.7.1, an employee will be eligible for a short term unpaid leave for a maximum of two (2) incidences per calendar year for any personal reasons. Each incident is equivalent to one (1) workday. However, an employee taking an unpaid leave shall be docked pay for the day of unpaid leave or for only the portion of a day taken off if the incident is for less than one (1) full workday. The employee must request this leave at least three (3) calendar days in advance of use. However, in situations reasonably deemed by the Superintendent/designee to be emergencies such leave may be approved with less than three (3) days' notice. Any employee, who requests and is approved for this leave, shall pay the cost of the substitute employee who is employed in place of the regular employee's paycheck on the next pay date following his/her unpaid leave of absence.

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

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

6.7.4 Disability

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

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

6.7.4.3 Disability Separation Procedure. A disability separation shall be granted when an employee has utilized the personal disability leave specified in Section 6.7.4.2 above and is:

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

6.7.4.3.2 hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalized as authorized by a physician at the hospital or institution; or

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

An appointment made to fill a position made vacant by Disability Separation will be made on an interim basis, and such employee should be notified of its interim nature. A replacement employee in the position while an employee is on leave will be terminated upon reinstatement of

the employee from leave but may be considered for the other vacancies existing at that time.

6.7.4.4 Reinstatement Procedure. Reinstatement rights following Disability Separation or reduction extend for a total of three and one-half (3 ½) years from the effective date of the leave for the disabling conditions [e.g., one (1) year disability leave and two and one-half (2 ½) years of Disability Separation]. Such employee is to be reinstated to the same position within thirty (30) days after making written application and submitting medical certification indicating approval to return to work and perform the duties of the position. If the examination is conducted by a physician designated by the Superintendent and mutually acceptable to the employee, the costs of such examination shall be paid by the Employer. Reinstatement shall be without loss of rights or benefits [provided by law or this Agreement]. If continuing disability precludes reinstatement, the employee may apply to PERS or STRS for Disability Retirement and if eligible for disability retirement will be separated from service effective as of the first day of the disability retirement.

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

6.7.5 Conditions Related to Leaves of Absence

6.7.5.1 Status While on Unpaid Leave

An employee while on an unpaid leave of absence does not earn sick leave or vacation credit. However, the time spent on authorized unpaid leave of absence shall be counted in determining length of service for purposes of extended vacation eligibility or other purposes where the longevity is a factor. For a period not to exceed sixty (60) calendar days, an employee on an unpaid leave of absence may continue in the Board's healthcare insurance plan if the employee pays the employee's share of the monthly healthcare insurance premium. After sixty (60) calendar days of an unpaid leave of absence, an employee on an unpaid leave of absence shall pay one hundred percent (100%) of the cost of the healthcare insurance premium without any contribution from the Board. For any portion of an employee's unpaid leave of absence covered by FMLA, the employee shall pay only the employee's share of the monthly healthcare insurance premium.

6.7.5.2 Return to Duty from Leave

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

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

6.7.5.3 Unexcused Absences

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

6.8 Training and Educational Release Time. Employees shall be entitled to training and educational leave without loss of pay each year.

6.8.1 The Supervisor shall provide each SSA with an adequate amount of release time from his/her regular duties for the purpose of completing training to meet his/her certification/registration requirements and may provide additional release for other training opportunities.

6.8.2 The employee shall apply to the Superintendent/designee at least five (5) workdays in advance of the requested release time for training opportunities. When the requested release time is approved, the reimbursement allocations stated below shall be applicable.

6.8.3 Reimbursements Allocations:

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

6.8.3.2 Meals: upon prior approval of the Superintendent/designee, up to ten dollars (\$10.00) per meal [not to exceed three (3) meals per day] when the Employee is outside of Ashland County; when an overnight stay has been approved; or under special circumstances. There shall not be reimbursement for the sales tax paid by the Employee.

6.8.3.3 Registration fee (receipt required).

6.8.3.4 Miscellaneous expenses (with receipts).

- 6.9 The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993 and Board Policy.

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

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

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

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

ARTICLE 7: SCHEDULING AND HOURS OF WORK

- 7.1 Intent. This Article defines the normal hours of work per day/week, holidays, job responsibilities, and other conditions of employment.

7.2 Definitions

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

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

- 7.3 Work Schedules. The following is the work schedule for Service and Support Administrators:

- 7.3.1 The work year for the Service and Support Administrators in each program year (July 1 through June 30) shall be two hundred fifty-three (253) days. The Service and Support Administrators' workdays shall follow the program calendar.

Such days shall include the following:

In-service, professional development and other training activities (individuals not in attendance), as may be directed by the Supervisor; and ten (10) Holidays (not scheduled to work).

7.3.2 Hours

The Service and Support Administrators shall work eight (8) hours per day. The Board shall establish the standard start and end times of the workday. However, upon notifying the Supervisor, the workday may be adjusted to meet individuals' needs and other operational obligations and conditions.

- 7.3.3 SSAs are not entitled to overtime compensation under the Fair Labor Standards Act. However, when the Employer requires the employee to attend meetings/work more than 8 hours in a given day or perform work on days beyond the work year defined in Section 7.3.1, the employees shall be provided "flextime" to adjust their work schedules accordingly upon notification to the SSA Director or designee. Flextime hours may not be carried over beyond ten (10) workdays after such time is earned unless approved in writing by the SSA Director or designee. Flextime shall be scheduled and will vary work hours as necessary to meet the needs of individuals. Flexible time shall not be provided for crisis phone coverage except for extenuating circumstances occurring outside of the regular workday subject to the Director's consent and as follows: If a SSA receives a Crisis phone call during non-working hours that requires the SSA to respond by accessing records at a Board facility, traveling to the hospital or an additional site or otherwise physically responding to a Crisis phone call, the SSA shall be entitled to "flextime" in an amount of time equivalent to the amount of time spent by the SSA in physically responding to a Crisis phone call. If the SSA is unable to use "flextime" for time spent in approved/scheduled meetings (for example, IEPs, ISPs, special meetings) outside of the regular work week and time spent attending to individuals' health/safety needs outside of the regular work week, the SSA shall be eligible for compensatory time in an amount equal to the actual time spent in approved/scheduled meetings (for example, IEPs, ISPs, special meetings) outside of the regular work week and time spent attending to individuals' health/safety needs outside of the regular work week provided however that the SSA is tracking and regularly reporting his/her compensatory time to the Director and the compensatory time is used: a) during the same calendar year in which it is earned; b) before accrued available vacation leave (may also be used in lieu of paid sick leave); and c) pursuant to a utilization plan developed in collaboration with the Director; Compensatory time

not used during the calendar year in which it is earned shall not carry forward to the subsequent year.

7.3.4 Crisis Phone

7.3.4.1 Crisis phone coverage is 24-hour per day on non-operational days, 4:00 p.m. through 8:00 a.m. on operational days, and a 7-day a week assignment, inclusive of holidays and periods of Program shutdown. The Crisis phone must be on and accessible at all times by the Service and Support Administrator on call.

7.3.4.2 Crisis phone coverage will be rotated on a weekly basis among the SSAs with such scheduling to be determined by mutual agreement among the SSAs.

7.3.4.3 When an SSA is providing Crisis phone coverage, he/she shall be paid at the rate of two hundred ten dollars (\$210.00) per 7-day week for such.

7.3.4.4 The SSA Director or designee is the backup in the event of an SSA personal crisis that prevents the SSA from performing his/her assigned rotation on the crisis phone.

7.3.4.5 During Crisis phone coverage, each employee shall be provided a laptop, tablet or other electronic mobile device with internet access that will be used to submit Medicaid billing/requests for reimbursement for TCM services and/or any other documentation related to crisis calls on the same day as the services were provided, send appropriate notices to other employees and the SSA Director, and for such other Board/program business purposes.

7.4 Conditions of Employment

7.4.1 Holidays

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

7.4.2 Shutdown Periods

Effective January 1, 2020, the Program's practice of having a shutdown period (typically during the first week of July) shall be discontinued. The weekdays comprising the former shutdown period shall become regular workdays for bargaining unit members with the exception of the Independence Day holiday. The compensation of bargaining unit members shall be increased proportionally due to

the inclusion of these four (4) additional workdays into the regular work year. The practice of having a shutdown period in December shall continue. Shutdown periods shall be days in addition to holidays and shall be days on which employees are not scheduled to work in accordance with the program calendar as set forth in this Article.

7.4.3 Calamity Days

The Superintendent may close the program due to snow days or other calamities. If the entire program is closed due to a calamity day, Service and Support Administrators are not required to work. If the building is closed where a Service and Support Administrator is housed, then the Service and Support Administrator will not be required to work. Employees not required to work will receive no reductions in pay, to a maximum of three (3) individual attendance days per school year, or as may be otherwise required by law.

7.4.4 Break Time

Service and Support Administrators will have a total of one-half (1/2) hour per day lunch/break time.

7.5 Program Calendar

7.5.1 Calendar

No later than June 30 of the current program year, and in succeeding program years, the Employer shall adopt the next program year's calendar. The calendar will designate days when employees are and are not in attendance as governed by the provisions of this Article; however, the Employer shall comply with all requirements as specified by ORC 4117. The Association may make recommendations to the Superintendent regarding the annual calendar prior to adoption by the Employer. The Employer retains the right to modify the calendar with prior notice provided to the Association and in accordance with the provisions or ORC 4117.

7.6 The SSA job description shall be consistent with the ORC/OAC. The administration may, at its option, change SSA Department job descriptions or create new job descriptions so as to meet the needs of the program. Any job description change will be reviewed by the SSAs prior to implementation. If the SSAs believe that changes should be made to any job description, the SSAs may notify the Director of the requested change, and the parties shall meet to discuss the proposed changes and work collaboratively toward a new job description.

7.7 Three (3) Service and Support Administrators, their supervisor, and the Superintendent shall meet each month for the purpose of continued dialogue regarding issues and

concerns related to the welfare of individuals and employees of the Board. The parties recognize that they have a mutual commitment to collaborate to address and solve issues and concerns.

- 7.7.1 The monthly SSA Labor/Management Committee meeting between the Service and Support Administrators and their supervisor shall follow the provisions found in 7.8.3 to 7.8.8.
 - 7.7.2 The President of the Service and Support Administrators, or their designee, shall solicit issues from members of Unit 2, in order to be placed on the agenda. The President, or their designee, shall work with the SSA Director to establish the agenda for each monthly meeting to address the provision outlined in 7.8.6.
 - 7.7.3 These meetings shall occur concurrently on the same day of the monthly SSA department meetings, and last approximately thirty (30) minutes.
- 7.8 A Joint Labor/Management Committee shall be created for the purpose of continued dialogue regarding issues and concerns related to the welfare of students and employees of the Board. The parties recognize that they have a mutual commitment to collaborate to address and solve issues and concerns.
- 7.8.1 The Joint Labor/Management Committee (“Joint Committee”) shall be comprised of three (3) representatives appointed by the President of the Education Association; one (1) representative appointed by the President of the Service and Support Administrators Association; and three (3) representatives appointed by the Superintendent.
 - 7.8.2 Joint Labor/Management Committee meetings shall be held no less than quarterly, or if a necessity arises.
 - 7.8.3 Minutes of these meetings will be taken and distributed to the members of the Joint Committee.
 - 7.8.4 Meetings shall typically be held between the hours of 2:45 p.m. and 4:15 p.m.
 - 7.8.5 Before adjournment, the Joint Committee shall establish the date and time of the next meeting. Meetings may only be cancelled by consensus of the entire Joint Committee.
 - 7.8.6 In order for issues to be placed on the agenda for the Joint Committee discussion, such issues shall be submitted to the other party forty-eight (48) hours prior to the scheduled Joint Committee meeting. Any other issues shall only be placed on the agenda by mutual consent of the parties.

7.8.7 At no time will the Joint Labor/Management Committee extend its discussion or decisions to issues of collective bargaining as per R.C. 4117, unless mutually agreed to by the parties.

7.8.8 The Joint Committee members shall receive training from FMCS to establish effective procedures and guidelines so as to ensure the Joint Committee operates in an efficient and orderly fashion.

7.9 In-Service

The SSA department will be responsible for planning and implementing in-service training of one (1) day for the SSA department. Members of the SSA department shall attend the all-staff in-service day.

ARTICLE 8: EMPLOYEE RIGHTS AND PROTECTION

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

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

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

8.2.1 The Employer will not take disciplinary action against an employee solely on the basis of an oral or written complaint by a parent or an individual or any other person. Such complaint will begin a formal investigation process providing for appropriate due process protection for the employee in question, and such investigation shall be in accordance with Section 8.9 of this Article.

8.3 Employment Related Injuries. Employees in the bargaining unit who receive any injury in the course of, and rising out of, their employment are protected by the provisions of the Ohio Workers' Compensation Law. Each employee shall be responsible for complying with the procedures set forth below. Determinations of applicable coverage shall be made by the Bureau of Workers' Compensation and the Industrial Commission of Ohio.

8.3.1 All injured employees shall notify their immediate supervisor of any injuries which may qualify them for Workers' Compensation benefits within twenty-four (24) hours after the accident.

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

8.3.3 All injured employees seeking compensation benefits [disability of more than one (1) week] shall be responsible for completing and returning official Form C71 (Claimants' Application for Compensation) to the Worker's Compensation officer within one (1) week after the accident. Said form may be obtained from the same sources listed above in Section 8.3.2. Employees may elect at his/her option to use sick leave and locally provided health care or Workers' Compensation benefits.

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

8.3.5 Workers' Compensation Optional Provision

This provision relates only to work-related injuries or illnesses.

Transitional Assignment: An employee who suffers an injury or illness that prohibits him/her from performing his/her regular assignment may be removed from that regular assignment and placed into a position which he/she is medically capable of performing ("transitional"). The transitional assignment shall be scheduled during the employee's contracted hours and when offered, shall be available for an initial period of thirty (30) workdays. An additional thirty (30) workdays may be approved by the Superintendent. Such transitional assignment shall be at the employee's regular rate of pay. The employee must provide the employer with medical documentation certifying the injury or illness, the limitation on work responsibilities and the estimated duration of such limitations. The employer reserves the option to require the employee to obtain a second opinion from a physician selected by the employer at the employer's expense. If an

employee is placed in a transitional assignment, such employee shall not file a lost time claim with the Bureau of Worker's Compensation.

Any employee who has a job-related injury or illness and meets the provisions of this Article, has the right to choose one of the following options-sick leave, worker's compensation, lost time, assault leave for the first twelve (12) days off work (if applicable) or transitional assignment.

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

Any employee to be covered under this Article must submit an accident/incident report within twenty-four (24) hours after the occurrence of the accident/incident (Article 8.3.1) in order to be eligible for the benefits of this Article.

8.4 No employee shall be required to lift an individual without proper assistance or equipment if such lifting is likely to cause injury to said employee.

8.5 Personnel Files

8.5.1 The Employer shall maintain the official personnel file system, in accordance with ORC Section 1347.01, et seq., where applicable. Employee personnel files shall be maintained in two (2) areas designated by the Superintendent that are secure and available to all employees. One (1) of these two (2) areas shall be solely for the storage and maintenance of employee medical records. Notice of each location will be provided to employees and the Association President. Such files shall be maintained under the supervision of the Superintendent or his/her designee, who shall be responsible for developing necessary and reasonable rules regarding the access to the system, proper placement of material and the security of the system. The parties recognize that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books documents, and property pertaining to the Employer or the employees. Furthermore, the parties recognize that pursuant to ORC Section 149.351, the County Records Commission may have authority to dictate the manner in which records held by the Ashland County DD may be disposed by unilateral action of the Employer.

8.5.2 The purpose of this system is to serve as the official repository of personal information and records that are necessary and relevant to the individual employee's employment and job responsibilities.

8.5.3 Access to the actual personnel file of an individual employee will be limited to the employee, the Superintendent, the employee's immediate supervisor, the Board

members, and clerical employees assigned responsibilities that involve maintenance or upkeep of the system. However, such access to the files or the providing of information contained in the files, shall in no way violate the Public Records Act, ORC Chapter 149.43.

If, under the Public Records Law, the Employer is obligated to disclose records contained in an employee's personnel file to a person other than the employee in question, the Employer shall notify the employee of the disclosure as soon as possible following said disclosure, and shall advise the employee of the information that was disclosed.

- 8.5.4 Disclosure of an employee's personnel file will be permitted to the representative of an employee, where the representative presents the Employer with a signed, written authorization made by the employee, authorizing the representative to inspect all information in the employee's personnel file.
 - 8.5.5 An employee (as well as their representatives, when acting in accordance with Section 8.5.4) shall have access to his/her official personnel file upon request during non-work time and during the regular duty hours of the administrative office staff.
 - 8.5.6 Employees will have the opportunity, upon notice, to review the contents of their personnel files. The file will be provided for review during lunch, breaks, or before or after work.
 - 8.5.7 An employee will be notified and given copies at no charge when material pertaining to his/her job performance, disciplinary action and/or complaints is placed in their file provided that the employee is not otherwise in possession of such material. An employee may respond in writing to any such material placed in his/her personnel file.
 - 8.5.8 If the employee disputes the accuracy, relevance, timeliness, or completeness of information contained in his/her personnel file, he/she may request the Superintendent to investigate the current status of the information. Within a reasonable time, the Superintendent shall undertake such investigation and shall notify the employee of the results of the investigation and the action, if any, that the Employer plans to take with respect to the disputed information.
 - 8.5.9 The Superintendent shall delete any information contained in an employee's personnel file that cannot be verified, is not relevant, is not timely, is incomplete, or that is found to be inaccurate, when requested to do so by the employee who is the subject of the file.
- 8.6 No reprisals shall be taken against an employee by reason of his utilization of any procedure or activity provided for in this Agreement.

- 8.7 Safety. The Employer agrees to provide safe working conditions for all employees, including safety equipment for employees who work at jobs or in areas which are dangerous.
- 8.8 Access to Materials and Technology. Employees shall have access to program materials, equipment, supplies and facilities necessary to carry out their job responsibilities. The Board will provide necessary computers and software to Service and Support Administrators. When new equipment or software is provided, the Board will provide necessary training to Service and Support Administrators.
- 8.9 Complaint Procedure. Any and all complaints to the Employer against an employee should be resolved informally by the complainant and the employee. The immediate supervisor may also be involved in the resolution process if either the complainant or employee so requests. If the complainant is not satisfied with the results of this informal attempt, he/she may file a formal complaint. The formal complaint procedure is as follows:
- 8.9.1 The complainant is encouraged to state his/her complaint in writing. However, whether in writing or not, the complaint may be discussed at a conference between the complainant and the employee's immediate supervisor and resolved if possible.
- 8.9.2 If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a conference with the Superintendent.
- 8.9.3 If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a hearing with the Employer in executive session.
- 8.9.4 In all steps of this procedure, the employee shall be notified of conferences and hearings and shall have the right to be present.

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

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

- 8.10 Staff Accident Reports. Any staff member who is injured while performing his or her duties for the Employer shall, if physically capable of doing so, report such injury immediately to his or her supervisor and to the Administrative Office. All employees are responsible for seeking medical attention if such is necessary. Employees injured in the course of their employment shall complete and file with the Superintendent an accident

report within 24 hours of the occurrence, unless the employee is so disabled by his or her injury that he/she is precluded from making such a report at that time.

8.11 Discipline

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

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

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

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

Step 1 Informal

Step 2 Written reprimand

Step 3 Suspension without pay up to three (3) days

Step 4 Suspension without pay up to five (5) days

Step 5 Termination

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

8.12 Resignations

Any Service and Support Administrator who wishes to resign will provide written notice to the Superintendent no less than fifteen (15) calendar days prior to the date the resignation is to be effective.

8.13 Drug-Free Workplace and Testing Policy

The Drug-Free Workplace and Testing Policy includes pre-employment, reasonable suspicion and random drug testing; appropriate due process procedures for employees; and reasonable disciplinary consequences for violations of the Drug-Free Workplace and Testing Policy.

ARTICLE 9: WORKING CONDITIONS

9.1 Lunch Facilities

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

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

9.2 Transportation

Service and Support Administrators will not be required to transport individuals in their private vehicle as a job responsibility. Service and Support Administrators transporting individuals in private vehicles will not be covered by the Board's insurance policies unless such coverage is specifically extended by the Board and its insurers.

9.3 Individual--Staff Ratio

9.3.1 Individual ratios shall conform to state and/or federal law.

9.3.2 Absent individual ratios determined by state and/or federal law, such ratios comprised of either or both residential waivers and non-waiver individuals shall not exceed 33:1. However, there shall be one (1) SSA with a non-waiver/transitional services caseload to which the aforementioned ratio does not apply. The ratio for the one (1) SSA with a non-waiver/transitional services caseload shall not exceed 45:1. Only certified SSAs will be assigned a case load.

9.3.3 The Administration will work with the Service and Support Administrators in an attempt to spread the intensity of caseload among the Service and Support Administrators in an equitable fashion including each employee's specialized knowledge, experience, and skills.

9.3.4 The SSA Director will work with employees to develop caseloads that take into account the specialized knowledge, experience, and skills of employees.

9.3.5 Specialized caseloads will be based on the various categories of available services, supports, and activities such as waiver services, transition services, behavioral supports, natural supports, and such other categories deemed appropriate by the SSA Director.

9.3.6 The SSA Director will assign caseloads based on each employee's specialized knowledge, experience, and skills.

9.4 Report of Child Abuse

Employees are required to report injury or neglect of a child as defined in the Ohio Revised Code.

9.5 Reimbursement

In the event an employee suffers damage to his or her articles of clothing during the course of the employee's employment with the Employer, and such damage is the result of the actions of an individual, or the Employer, the Employer shall reimburse the employee for such damage. The Employer's obligation to reimburse an employee pursuant to the terms of this Section is conditioned upon the employee's use of reasonable care in protecting the articles of clothing and in selecting articles of clothing suitable for the employee's work duties. For purposes of this Section, "articles of clothing" shall include, but is not limited to, glasses, watches, or contact lenses, and which are reasonably required for the employee to carry out his/her job responsibilities. This Section shall not include jewelry or other articles of personal property.

9.6 New SSA Employee Training

The Superintendent and/or designee, in collaboration with the SSAs, will create a training program for all new employees to do the following: a) training on Federal, State, and County SSA level requirements and practices for new SSAs with no prior experience; and b) training on the internal operational protocol of the agency for all new SSA employees regardless of experience level. Training of new SSA employees is the responsibility of the Superintendent and/or designee along with general support and shadowing experiences provided by current SSA employees.

9.7 Targeted Case Management (TCM) Billing/Requests for Reimbursement

Employees shall use their best efforts to submit all Medicaid billing/requests for reimbursement for TCM services on the same day as the TCM services were provided. The SSA Director may provide an Employee additional time to complete this work provided: i) there is cause for delay as determined by the SSA Director, and ii) such

work is completed no later than the 10th calendar day of the following month. Employees shall provide notice, by email by the 10th calendar day of the following month, to the SSA Director that the employee has timely submitted all Medicaid billing/requests for reimbursement for TCM services for the preceding month. If the 10th calendar day falls on a weekend, holiday, or shut-down day, the deadline shall be the following workday.

ARTICLE 10: CLASSIFICATION, CERTIFICATION, LICENSURE, AND REGISTRATION

- 10.1 Procedure. It is the responsibility of the Superintendent or his or her designee to provide to every employee a copy of his/her classification specification, and an opportunity to ask questions regarding the document. In the case of new employees such requirement shall be completed prior to the acceptance of the position.
- 10.2 Employee Requirements. Employees are responsible for maintaining professional, educational and/or experience requirements and all required federal and state certifications, licenses, permits, registrations, and physical exams.
- 10.3 Required Fees. The required fees for licensing applications are the responsibility of individual employees.
- 10.4 Status Change. Employees who have a change in their educational or licensing status are responsible for providing the appropriate documentation to the Superintendent in the following manner:
 - 10.4.1 A letter notifying the Agency of any status change must be submitted to the Superintendent.
 - 10.4.2 Included with the letter must be official copies of the document which verifies the status change (e.g., official transcripts, certificate, etc.).
- 10.5 Compliance with State Standards
 - 10.5.1 To the extent that the Department of Administrative Services or the Department of Developmental Disabilities publishes licensing requirements which become effective after the effective date of this Contract, and to the extent that such requirements change the qualifications previously set forth in applicable law, the Association and the Employer agree that all new employees hired after that effective date of the state requirements must meet the new licensing requirements; and the Association and the Employer further agree that all incumbent employees must take appropriate educational course work to meet the new requirements.

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

ARTICLE 11: VACANCIES AND REINSTATEMENTS

11.1 Definitions

11.1.1 "Vacancy" means a bargaining unit position which is, or will be, unfilled due to retirement, resignation, termination, transfer, promotion, reassignment, or death of the incumbent and that is to be filled. The term also embraces a newly created position that has yet to be filled. The Employer reserves the exclusive right to determine whether or not a vacancy exists. However, when a decision is made not to fill a position that has been in existence, such reduction in force shall be in accordance with appropriate provisions of ORC 124.

11.1.2 "Seniority" shall be determined in accordance with Article 13, Section 13.5. Notwithstanding any other provision in this Agreement, no employee may exercise seniority rights relative to a position for which he/she is not qualified. Neither a temporary employee nor any non-employee of the bargaining unit gains seniority credit for a bargaining unit position during the posting and hiring process and is hired for the position without interruption, that employee will receive seniority credit from the first day he/she filled the position.

11.2 Procedure for Filling Vacancies

11.2.1 All vacancies (as determined by the Employer) (other than those referred to in Section 11.2.3 below) will be posted internally for ten (10) calendar days on the bulletin boards with one (1) copy of the job description for that position at the same time the vacant position may be posted externally. Internal applicants must apply for such position within the ten (10) calendar day posting period. The posting shall contain the internal starting date, which shall be followed unless there are unanticipated delays in the selection process.

11.2.2 Except for reasonable time for screening of candidates and the necessary mechanics of decision and implementation, all posted vacancies will be filled expeditiously. When a vacancy in the bargaining unit or a management position is to be filled by an external applicant, the Association President may provide input into the selection of the new employee.

11.2.3 Where a vacancy occurs because of a leave of absence and where such vacancy shall not continue beyond one (1) year, the Employer need not post

such position in accordance with the provisions of this Article but may fill such position by employing one or more temporary employees for the period of the leave of absence.

11.2.3.1 Nothing in this provision or in the Agreement precludes the Employer from posting and following the provisions of Article 11, Section 11.2.1, in the case of such vacancy.

11.2.3.2 Where any vacancy occurs (as determined by the Employer), including a vacancy due to leave of absence, and where such vacancy is expected to continue for more than one (1) year, the Employer shall follow the procedures set forth in Article 11, Section 11.2.1 of this Agreement.

ARTICLE 12: PROFESSIONAL DEVELOPMENT/PERFORMANCE EVALUATION

12.1 Purpose

The purpose of the procedures set forth in this Article is to provide a mechanism for the assessment of an employee's professional development and work performance to help the employee achieve greater effectiveness in performance of his or her work assignment.

12.2 Definitions

Professional development includes activities that enhance professional career growth i.e., skills, abilities, knowledge, confidence, and experience enabling one to attain proficiency in the performance of one's job responsibilities.

Work performance includes the act of doing assigned job duties proficiently by using work-related knowledge as distinguished from merely possessing such knowledge. Work performance requires quality, quantity, timeliness, and effectiveness.

Observation includes the act of examining and critically noting the details of an employee's work performance. Observation includes both formal and informal daily/regular examination of an employee's work experience, mutual attendance at meetings, review of written and printed data, and other opportunities of information collection related to an employee's job responsibilities.

Probationary employees are employees who are serving a probationary period of one hundred eighty (180) days, as defined by other provisions of this Agreement and applicable law.

12.3 Evaluation

Except for probationary employees or as otherwise provided herein, employees will be evaluated once annually. Should the Employer choose not to evaluate an employee during the annual period, the performance of the affected individual will be considered to be good or better. Such evaluative status will be noted in such individual's personnel file as "good."

12.4 Scope of Evaluation

The evaluation will be based upon information obtained through observations and other relevant information relating to the employee's work performance.

12.5 Evaluation Instrument

The Supervisor and employees agree to utilize the current evaluation instrument. The Supervisor may however supplement the evaluation instrument with a written narrative evaluation. From time to time during the term of the Agreement, the parties may agree to revise the evaluation instrument. Any revisions will be done with collaboration between the Superintendent and/or his/her designee and the SSA Department.

12.6 Evaluation Conference

The employee being evaluated will be notified two (2) weeks in advance of the Evaluation Conference's date and time. At this time, the Supervisor will provide the employee with preliminary evaluation materials. The evaluation conference will be a time for the employee and his/her Supervisor to review the employee's past year work performance and professional development, using the evaluation instrument. The evaluation conference will also be an opportunity for the joint development of goals to improve work performance and professional development. Discussion may also include input to the strategic planning process for improvement of the department and program. The final evaluation report will be signed by both parties and will be included in the employee's personnel file.

12.7 Association Representation

An employee will be entitled to Association representation at any conference held during this procedure.

12.8 Response to Evaluation

The employee will have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file.

12.9 Additional Evaluations

Employees may receive more than one evaluation annually provided that the Supervisor gives notice to the affected employee of the need for the additional evaluation(s).

12.10 Probationary Employees

Probationary employees will be evaluated twice during the probationary period. The probationary period will be one hundred eighty (180) days from the first day of work of the new employee. The first evaluation will be completed within the first ninety (90) days of the probationary period. The second evaluation will be completed no earlier than thirty (30) workdays after the date of the first evaluation. If the two probationary evaluations show the employee's performance is less than satisfactory, the employee may be terminated either during or at the conclusion of the probationary period and such terminated employee will have not contractual or legal right to grieve such termination under this Agreement or otherwise challenge such termination under the civil service laws or other applicable legal authority.

12.11 Professional Development

12.11.1 The Board will request continuing education hours from the DODD for all certified workshops/in-services provided by the Board.

12.11.2 All SSAs shall be given the opportunity to attend SSA Forums which are offered throughout the year. Attendance shall be mutually agreed upon by the SSA Director and the SSAs.

ARTICLE 13: DEFINITIONS

- 13.1 **Bargain Collectively.** To bargain collectively means to perform the mutual obligation of the Employer by its representatives and the representatives of the Association to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a Collective Bargaining Agreement, with the intention of reaching an agreement, or to resolve questions arising under the Agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal or does it require the making of a concession.
- 13.2 **Bargaining Unit Work.** Work specified by this Agreement to be performed solely by a member(s) of the bargaining unit.

- 13.3 Full-time: An employee who is employed forty (40) hours per week for a minimum of one hundred twenty (120) days or more in a work year and whose employment is not for a limited time.
- 13.4 Professional Employee and Registered Service Employee. As used in the Agreement, “professional employee” has the same meaning as it has as used in Ohio Revised Code Section 5126.20. “Registered Service Employee” means a service employee, as defined in ORC Section 5126.20(A), who is registered under ORC Section 5126.081(B), or described in ORC Section 5126.081 (B)(5). County boards of developmental disabilities may hire professional employees and registered service employees in the classified civil service on the basis of the candidates’ qualifications rather than on the basis of the results of an examination administered by the Director of Administrative Service pursuant to ORC Section 124.23.
- 13.5 Seniority. Seniority shall mean the length of uninterrupted service of an employee in a professional or service position with the Employer where no break in service occurs or as defined in Article 11 for purpose of filling vacancies. For the purpose of this Section and Article 11 a “break in service” means that an employee has had a separation in service of thirty-one (31) calendar days or more. An authorized leave of absence, or any other separation, which carries with it the right to reinstatement, shall not constitute a break in service, provided the employee is reinstated within the time allowed by this Contract or applicable law. No employee shall accrue more than one (1) year of seniority in any work year.

13.5.1 Equal Seniority

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

13.5.1.2 In the event that two (2) or more employees have identical seniority credit as determined by the seniority list, the tie shall be broken by utilizing, in the following order, the following methods:

1. First, the employee having most recent date of continuous service from which no break in service has occurred shall have lower seniority than the other employee(s).
2. Second, in the event that application of Section 13.5.1.2 (1) does not break the tie, the Employer shall determine the employee with the greatest seniority.

13.5.2 Loss of Seniority. Seniority shall be lost when an employee retires or resigns, is discharged for cause, has a break in service of thirty-one (31) days or more (as described in Section 13.5), or otherwise terminates employment with the Employer.

13.5.3 Posting of Seniority List

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

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

13.6 Probationary Period: One hundred eighty (180) days for all employees.

ARTICLE 14: COMPENSATION AND BENEFITS

14.1 Salary Provisions

14.1A All newly hired full-time Service and Support Administrators (SSAs) and SSA Assistants shall be placed on the attached appropriate salary placement schedule as set forth in Appendix A. The reference to January 1 below refers to first day of the biweekly pay period encompassing January 1. The compensation for employees (SSAs and SSA Assistants) shall be as follows:

Effective January 1, 2023, the base salary for Service and Support Administrators shall be thirty-eight thousand three hundred fifty-four dollars (\$38,354). The base salary reflects a three percent (3%) raise on the current base salary. The salary placement schedule shall reflect a two percent (2%) increase for each year of experience up to ten (10) years. The Base Salary and New Hire Salary Placement Schedule for Service and Support Administrators located in Appendix A shall reflect the aforementioned base salary raise and the salary placement increases for each year of experience up to ten (10) years. Effective January 1, 2023, all currently employed Service and Support Administrators, shall receive a three percent (3%) increase on their current salary, and a three percent (3%) salary increase on their new current salary. Any and all salary increases shall be paid retroactively to January 1, 2023 and paid in a lump sum no later than the second pay period following contract ratification.

Effective January 1, 2024, all SSAs shall receive a three percent (3%) increase on their current salary.

Effective January 1, 2023, the base salary for Service and Support Administrator Assistants shall be thirty thousand one hundred ten dollars (\$30,110). The base salary reflects a three percent (3%) raise on the current base salary. The salary placement schedule shall reflect a two percent (2%) increase for each year of experience up to ten (10) years. The Base Salary and New Hire Salary Placement Schedule for Service and Support Assistants located in Appendix A shall reflect the aforementioned base salary raise and the salary placement increases for each year of experience up to ten (10) years.

Effective January 1, 2023, all currently employed Service and Support Administrator Assistants, shall receive a three percent (3%) increase on their current salary, and a three percent (3%) salary increase on their new current salary. Any and all salary increases shall be paid retroactively to January 1, 2023 and paid in a lump sum no later than the second pay period following contract ratification.

Effective January 1, 2024, all SSA Assistants shall receive a three percent (3%) increase on their current salary.

All employees shall receive a salary notice which lists a member's current salary and provides an explanation and lists any changes to their current salary and the effective date of any salary change at least two (2) pay periods prior to the implementation of any such change.

14.1B Longevity Bonuses. The reference to January 1 below refers to first day of the biweekly pay period encompassing January 1. The following longevity bonuses will be paid January 1 after the employee reaches:

1. Two (2) years of continuous service in Unit 2:
Seven hundred fifty dollars (\$750.00)
2. Five (5) years of continuous service in Unit 2:
One thousand dollars (\$1,000)
3. Ten (10) years of continuous service in Unit 2:
Two thousand dollars (\$2,000)
4. Fifteen (15) years of continuous service in Unit 2:
Three thousand dollars (\$3,000)
5. Twenty (20) years of continuous service in Unit 2:
Four thousand dollars (\$4,000)
6. Twenty-five (25) years of continuous service in Unit 2:
Five thousand dollars (\$5,000)

7. Thirty (30) years of continuous service in Unit 2:
Six thousand dollars (\$6,000)

These payments are not cumulative. The first payment of the longevity bonus will occur in May 2023 for each employee who has already reached one of the levels above as of January 1, 2023 without “catch-up” payments.

For employees who reach one of the above levels during 2023, those payments will be made during January 1, 2024.

14.1C Vacation Relinquishment. Employees earning paid vacation leave under Article 6 and Appendix E shall be entitled to relinquish up to three (3) weeks of the prior year’s earned unused vacation leave and two (2) weeks thereafter of the prior year’s earned unused vacation leave in exchange for payment at his/her rate of compensation then in effect for any such relinquished vacation leave, provided however that: a) the Employee has accumulated vacation leave equal to at least fifty percent (50%) of his/her maximum accumulation after said relinquishment; b) the Employee may elect to participate in this program one (1) time per calendar year; c) the Employee provides written irrevocable notice to the Superintendent no later than January 31 of a given calendar year requesting to relinquish his/her accumulated vacation leave; d) any paid vacation leave relinquished under this Section shall be deducted from the Employees’ respective vacation leave accounts and not be eligible for restoration under any circumstances; e) payments made under this Section shall be subject to payroll taxes; and f) the Board shall make payment for said relinquished vacation leave to the participating Employees no later than February 28/29 of the year of relinquishment.

14.2 Salary Schedule Placement

14.2.1 Pre-employment related work experience credit shall only be given for the first ten (10) years of experience. Such experience credit shall be given for previous work that was in the same or related area(s) for which employment is being considered.

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

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

A newly hired employee who fails to file a written request and supportive documentation with the Superintendent not later than ninety (90) calendar days

after the first day of work forever waives his/her right to challenge his/her salary schedule placement, provided the Superintendent or designee gave the newly hired employee and Union President written notice of salary schedule placement.

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

The compensation of any current employee moving to classification with a higher compensation range shall be determined based on the appropriate Base Salary and New Hire Salary Placement Schedule set forth in Appendix A. The Superintendent shall in his sole discretion determine the placement of such employee on the appropriate Base Salary and New Hire Salary Placement Schedule in Appendix A provided that the employee receives an increase in compensation when moving to a professional employee classification.

14.3 Salary Schedule

A Service and Support Administrator or SSA Assistant will be placed on the applicable salary schedule (Appendix A) in accordance with Section 14.2 of this Article.

14.4 Pay Periods

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

14.5 Severance Pay

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

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

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

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

14.6 Retirement Incentive Plan

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

14.6.1.1 s/he met the eligibility requirements for a service retirement under the applicable rules of STRS or PERS during the term of this Agreement.

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

14.6.3 Eligible Employees who are eligible to participate in the Retirement Incentive Plan shall receive six hundred dollars (\$600.00) for each full year of service with the Board based on the Employee's anniversary date which shall be paid within sixty (60) days of the Employee's effective date of retirement.

14.6.4 This Plan does not apply to those applying for and/or receiving disability retirement; terminated by the Board for cause or whose contracts are suspended involuntarily; and whose contracts are non-renewed or suspended, in accordance with a Board determined reduction in force.

14.7 Mileage

Mileage for approved Employer transportation in an employee-owned vehicle shall be the rate established by the IRS as of January 1 of that calendar year.

14.8 Retirement Premium

The Employer will pick up each employee's contribution to the appropriate State of Ohio retirement system by the salary reduction method (no cost to the Employer).

14.9 Insurance

14.9.1 Coverage. The Employer shall provide all bargaining unit employees insurance coverage as follows:

14.9.1.1 See Plan Booklet for COG adopted coverage information including, but not limited to: Deductibles, Co-Insurance, Co-Insurance Out of Pocket Maximums, Out of Pocket Maximums, Co-Pays, Emergency Room Coverage and Co-Pays, Doctors/Hospitals, Surgical and Major Medical Coverage, Out-Patient Coverage, Prescription Drug Coverage, Life Insurance, and any other covered procedures/benefits outlined in the most current aforementioned Plan Booklet. Insurance coverage shall be provided in accordance with the corresponding coverage outlined in the most current Plan Booklet for COG adopted coverage, and as enumerated in this Negotiated Agreement. Coverage outlined in the Plan Booklet for the COG adopted coverage shall be incorporated into the Negotiated Agreement by reference. A summary of current COG coverage shall be listed in Appendix D.

14.9.1.2 The Employer will make family coverage for such insurance benefits available to all part-time bargaining unit employees if the part-time employee pays to the Employer the premium difference between the cost of family coverage and the Employer's cost of single coverage. However, the Employer shall not be responsible for the payment of any insurance costs for part-time employees over and above the premium for single coverage except for those part-time employees who received family coverage as of January 1, 1991.

14.9.2 Enrollment

14.9.2.1 Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the Employer.

14.9.2.2 New bargaining unit employees are eligible for healthcare, dental and vision insurance coverage on the first day of the calendar month following the employee's date of hire. An employee may change coverage status from single to family or vice versa in accordance with the applicable plan's requirements. Forms for changes in enrollment status shall be made available by the Employer. Claim forms for each plan shall be available at the Administrative office.

14.9.3 Employee Contribution Toward Insurance Costs

Employees will participate in premium cost payment in accordance with the following:

14.9.3.1 Employees eligible for hospitalization, surgical and major medical insurance coverage will contribute eleven percent (11%) of the total cost of such coverage, except as otherwise provided in this Contract.

14.9.3.2 Employees eligible for dental coverage will contribute ten percent (10%) of the monthly dental insurance premium in effect on July 1, 2003 and eight percent (8%) of all increases in monthly dental insurance premiums over the premium costs in effect on July 1, 2003.

14.9.3.3 Employees eligible for vision coverage will pay the difference between the cost of the vision plan and the Employer's maximum contribution of eight dollars (\$8.00) per month.

14.9.3.4 Employee premium contributions will be paid by payroll deduction and will be deducted from the last payroll of the month immediately preceding the month that such deduction is to be applied.

14.9.3.5 Premium rate increases, if any, take effect on July 1 annually.

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

14.9.4 General Provisions. The employer shall provide the following documents with respect to insurance coverage:

14.9.4.1 One (1) copy of any contract (plan document) between the Employer and any insurance company (other provider) providing coverage under this Agreement shall be provided to the President of the Association and each member of the bargaining unit within a reasonable time after said contract (plan document) is executed or this Agreement is ratified, whichever shall last occur.

- 14.9.4.2 One copy of any plan document prepared by the insurance company which describes the benefits under any insurance coverage provided by this Agreement shall be provided to the President of the Association and each employee of the bargaining unit within a reasonable time after agreed to modification(s) or new coverage(s).
- 14.9.4.3 New employees shall be provided such documents upon employment provided they have been received from the insurance company upon their employment.
- 14.9.4.4 Any health care benefits and services that extend to bargaining unit employees under this Agreement will not be reduced, modified, or eliminated during the term of this Agreement without the written approval of the Association. However, the Board may obtain healthcare, life, dental, and/or vision insurance from another provider during the term of this Agreement without the written approval of the Association provided that 1) the insurance is the same or comparable to the level of benefits provided at the commencement of this Agreement; and 2) the cost of the insurance from another provider is the same or less. At any time during the term of this Agreement, the Board may join with other employer(s) to increase the size of the pool of participating employees to obtain better insurance rates for healthcare, life, dental, and/or vision coverage provided that 1) the insurance is the same or comparable to the level of benefits provided at the commencement of this Agreement; and 2) the cost of the insurance is the same or less.

14.9.5 Medical

14.9.5.1 The Board will pay eighty-nine percent (89%) of the premium and the employee will pay eleven percent (11%) for full-time employees.

14.9.5.2 Stark County Schools Council of Governments

The Ashland County Board of Developmental Disabilities may fully meet its obligations to provide health care benefits and services under this Collective Bargaining Agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

14.9.5.3 Preferred Provider - Doctors/Hospitals

14.9.5.3.1 The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians'

services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

14.9.5.3.2 The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County/Canton OEA office representative.

14.9.5.4 Preferred Provider - Prescription Drugs

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

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

14.9.5.4.2 The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (80%) will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's twenty percent (20%) co-payment.

14.9.5.4.3 The deductible will be waived.

14.9.5.4.4 The list of covered expenses shall be agreed upon by the COG and the Stark County/Canton OEA office representative.

14.9.5.4.5 Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

14.9.5.4.6 Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

14.9.6 Dental Insurance

The Board shall provide Dental insurance. The Board shall pay ninety percent (90%) of the premium and the Employee shall pay ten percent (10%). Subject to Section 14.9.8, dental coverage shall be provided in accordance with the most current Plan Booklet for COG adopted coverage information that is incorporated into the Negotiated Agreement by reference and the corresponding benefits summary of COG adopted coverage attached to the Agreement at Appendix D.

14.9.7 Vision Insurance

The Board shall provide Vision Insurance. The Employer shall pay a maximum of eight dollars (\$8.00) per month for single coverage and fifty percent (50%) of family coverage up to a maximum payment of eight dollars (\$8.00) per month. Employees eligible for vision coverage will pay the difference between the cost of the vision plan and the Employer's maximum contribution of eight dollars (\$8.00) per month. Subject to Section 14.9.8, vision coverage shall be provided in accordance with the most current Plan Booklet for COG adopted coverage information that is incorporated into the Negotiated Agreement by reference and the corresponding benefits summary of COG adopted coverage attached to the Agreement at Appendix D.

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

14.9.9 Section 125 - Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care Reimbursement Account and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

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

14.9.10 Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the face amount of twenty-five thousand dollars (\$25,000) with double indemnity for each employee.

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

14.9.11 Spousal Coverage

Bargaining unit employees with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer or if the only plan offered by the employer is a High Deductible Health Plan (HDHP)/Health Savings Account (HSA) plan, the requirements of this Section shall not apply and the spouse can be covered by our plan.

14.10 Tuition Reimbursement

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

14.10.2 Reimbursement shall be paid to the employee within thirty (30) days of the employee having provided documentation to the Superintendent that such class work was successfully completed, the amount of tuition paid, and that said class(es) is/are acceptable under this provision.

14.11 Employee Expenses

Employees shall be reimbursed for actual and necessary out-of-pocket expenses incurred in connection with either an individual's I.S.P. or employment-related training. Such expenses must be pre-approved by a supervisor and shall be supported by proof of payment. If any such expense involves meals, the maximum allowed for reimbursement per meal shall be ten dollars (\$10.00).

ARTICLE 15: REDUCTION IN FORCE

15.1 Reasons for Layoff

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

15.2 Procedures for Layoff

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

15.2.2 Whenever a layoff is contemplated, the Board shall take into consideration attrition prior to layoffs being implemented. Employees shall be laid off in order of seniority beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

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

15.3 Notification of Layoff

The notice of layoff to each affected employee shall contain the reason(s) for the layoff, the effective date of the layoff.

15.4 Recall

When employees are laid off, the employer shall create a recall list. The Board will recall employees from layoff in order of the most senior first. An employee shall be eligible for recall for a period of twenty-four (24) months after the effective date of the layoff.

15.5 Benefits

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

15.6 Notice of Recall

Notice of recall from a layoff shall be sent to the employee's last known address by certified or registered mail with a copy being provided to the Association President.

15.7 Return from Recall

The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Superintendent of his/her intentions to return to work and shall have twelve (12) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work (a longer period of time) is otherwise specified in the notice. In the event of extenuating circumstances (i.e., illness, injury, absence from areas or for other good and just cause) as determined by the Superintendent and which prevents the employee from returning within the above time limit, the Superintendent may grant a reasonable extension of the above stated time limits.

15.8 Removal from the Recall List

Any employee not responding to the notice of recall within the time limits set forth above or who declines recall, shall be removed from the recall list, thereby relinquishing all recall rights.

ARTICLE 16: HEALTHCARE BENEFITS COMMITTEE

- 16.1 A Healthcare Benefits Committee shall be created consisting of Board and Association representatives and such other stakeholders as the Committee may agree upon. The Committee may invite a consultant to meet with the Committee to discuss issues affecting healthcare on an as-needed basis.
- 16.2 The Committee will establish a mission statement that includes the mutual interests of providing information to bargaining unit members on cost-effective and efficient ways to utilize healthcare and to keep current as to changes and trends in healthcare.
- 16.3 Subject to the approval of the Superintendent/designee, the Healthcare Benefits Committee will schedule meetings during regular business hours and at such locations

to enable the Board to satisfy mandated acuity ratios. For meetings scheduled during the workday, the Board shall grant release time.

- 16.4 The Committee shall meet with the negotiations teams prior to the beginning of negotiations to present information and options on healthcare benefits for the teams to consider in negotiations.
- 16.5 The Healthcare Benefits Committee may obtain information related to changing insurance providers during the term of this Agreement and make appropriate recommendations to the Board. The Board will consider any recommendation received from the Healthcare Benefits Committee related to provider changes during the term of this Agreement.

ARTICLE 17: ADHERENCE TO APPLICABLE LAWS

- 17.1 In General. Except where specifically addressed elsewhere in this Agreement, the respective rights and obligations of the Employer and the employees regarding Management Rights, Appointment, Promotion, Transfer, Tenure, and Employee Protection shall be governed by the applicable statutory provisions set forth in the Ohio Revised Code. No provision of this Collective Bargaining Agreement shall be construed to supersede the provisions of law that are applicable to the above-cited subjects, unless the provision specifically refers to the fact that it is intended to replace a specific section of law that is applicable to a subject cited above. In cases where this Agreement makes no specification about a matter the Employer and the Association are subject to all applicable law.
- 17.2 Changes in Law. For the purposes of this Agreement, the applicable provisions contained in the law and regulations shall be considered to be dynamic, rather than static and fixed as of the day the parties execute this Agreement. Thus, if the General Assembly or other legislative body or agency amends, adds, or deletes any statute or regulation affecting any provision of this Agreement, the parties shall be bound by the change.
- 17.3 Disputes Regarding Cited Subjects. The grievance and arbitration procedures contained in Article 5 of this Agreement shall not apply to any matter cited in this Article and which is governed solely by the Ohio Revised Code and not specifically addressed elsewhere in this Agreement. The State Personnel Board of Review, State Employment Relations Board, or a court of competent jurisdiction shall be the proper exclusive forums for resolution of such disputes. The grievance procedure may be utilized should there be a dispute regarding the meaning and application of this Article.

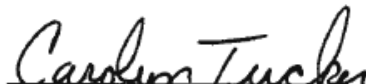
ARTICLE 18: EFFECTS AND DURATION OF CONTRACT

- 18.1 Term of Contract. This Agreement shall be two (2) consecutive calendar years in duration commencing on January 1, 2023 and expiring on December 31, 2024.
- 18.2 Effect of Contract. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining; the parties arrived at an understanding after the exercise of that right; and the entire understanding is set forth in this Agreement. Therefore, the Employer and the Association, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any decision or its effect on any subject matter referred to or covered by this Agreement. All prior agreements, practices and policies, either oral or written, are hereby cancelled. Any benefit which employees may have enjoyed prior to the implementation of this Agreement shall continue only to the extent that such benefit is provided for in the express terms and conditions of this Agreement. The Employer and the Association may mutually agree to alter, amend, supplement, enlarge, or modify the provisions of this Agreement only by written agreement.
- 18.3 Copies of Contract. Within thirty (30) days after the Agreement is signed, copies shall be printed and distributed by the Association. The Association shall provide the Employer with an electronic copy of the Agreement.
- 18.4 Employee's Receipt of Agreement. The Employer is responsible to notify the Association President of the names of all new employees within two (2) workdays after the employee is hired. The Association will have the responsibility to provide all new employees with a copy of the Negotiated Agreement. The new employee will then be deemed to have received a copy of the Agreement which shall serve as notification of all provisions contained in the Agreement and the responsibility for all the information contained therein.
- 18.5 Severability. Should any court of competent jurisdiction determine that any provision herein is unlawful, such provisions shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect. Within ten (10) days after any such ruling, the Employer and the Association shall meet to bargain over the impact of the decision in order to bring the Agreement into compliance with the court ruling.

18.6 This Agreement is made and entered into at Ashland, Ohio, on this 19 day of July 2023, by and between the Employer and the Association.

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

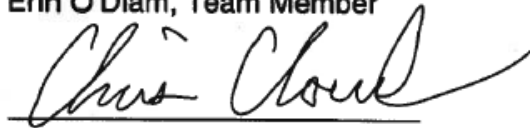
For the Union,



Carolyn Tucker, Local President




Erin O'Diam, Team Member

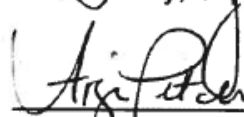


Chris Cloud, OEA LRC


For the Board,



Dave Ashley, Superintendent



Angie Petelin, SSA Director



Kim Meehan, Dir. of Business Operations/HR

APPENDIX A

BASE SALARY AND NEW HIRE SALARY PLACEMENT SCHEDULE

SERVICE AND SUPPORT ADMINISTRATORS (SSAs)

2023-2024

Years of Experience	SSA Salary Placement Schedule 2023-2024
Base Salary - 0	38,354
1	39,121
2	39,903
3	40,701
4	41,516
5	42,346
6	43,193
7	44,057
8	44,937
9	45,837
10	46,754

APPENDIX A

BASE SALARY AND NEW HIRE SALARY PLACEMENT SCHEDULE

SERVICE AND SUPPORT ADMINISTRATORS ASSISTANTS

2023-2024

SSA Assistant Salary	
Years of Experience	Placement Schedule 2023-2024
Base Salary - 0	30,110
1	30,713
2	31,326
3	31,953
4	32,592
5	33,244
6	33,909
7	34,587
8	35,279
9	35,984
10	36,704

APPENDIX B

GRIEVANCE FORM

Grievance # _____

Name of Grievant _____

Building _____ Assignment _____

INFORMAL STEP

(Immediate Supervisor)

Date of discussion at the Informal Step: _____

Names of individuals present during the Informal Step: _____

STEP ONE

(Immediate Supervisor)

Date filed: _____

A. Statement of Grievance: _____

B. Relief Sought: _____

Signature of Aggrieved

Date

Signature of Association President

Date

Appropriate Supervisor _____

Disposition of Supervisor: _____

Signature of Supervisor

Date

STEP TWO

(Superintendent)

Date filed: _____

Signature of Aggrieved

Date

Signature of Association President

Date

Disposition by Superintendent: _____

Signature of Superintendent

Date

STEP THREE

(Arbitration)

Date filed: _____

Signature of Aggrieved

Date

Signature of Association President

Date

APPENDIX C

**Ashland County Board of Developmental Disabilities
Application to Use Sick Leave Bank**

Per Section 6.1.4 of the Negotiated Agreement between the Ashland County Board of Developmental Disabilities and the Ashland County Developmental Disabilities Education Association, each bargaining unit and management member of the Sick Leave Bank may apply and be awarded a maximum of twenty (20) sick days if he/she meets the Committee's qualifications for eligibility. Once eligibility is determined and after the initial twenty (20) days are awarded, the employee may apply to the Bank for an additional (15) days if unable to return to work.



Date of Request: _____

Employee Name: _____

Dates Requested: Start Date: _____ End Date: _____

Must provide a medical statement from a licensed physician with application.

Employee Signature

Date



Date Application Received: _____

Application Received By: _____

Sick Leave Bank Committee:

Employee a Member of the Bank: Yes _____ No _____

Medical Verification Provided: Yes _____ No _____

Approved/Disapproved: _____

Approved/Disapproved: _____

Approved/Disapproved: _____

Approved/Disapproved: _____

Reason for Disapproval:



1/1/2023

APPENDIX C

**Ashland County Board of Developmental Disabilities
Application to Donate to the Sick Leave Bank**

Per Section 6.1.4 of the Negotiated Agreement between the Ashland County Board of DD and the Ashland County DD Education Association (ASHCO), new employees are eligible to donate one (1) sick leave day or the hourly equivalent for each member to the Bank during the first ninety (90) days of employment in order to become a member.

The Sick Leave Bank (“Bank”) is for the express purpose of providing additional sick leave days to those employees in the event when an employee, or his/her immediate family member(s) has suffered from a major physical or mental illness (i.e., heart attack, stroke, cancer, etc.) or serious accident that prohibits them from returning to work and performing their normal job responsibilities.

If you do not elect to become a member of the Sick Leave Bank upon hire, an opportunity will be given to you during the month of September each year. Once a sick leave day or the hourly equivalent for each member has been contributed to the Bank, the member may not withdraw that day or the hourly equivalent for each member.

Members may also elect to become a member of the Sick Leave Bank within thirty (30) days of ratification of a new negotiated agreement.

I would like to donate one (1) day or the hourly equivalent for each member of my accumulated sick leave to the Sick Leave Bank per Section 6.1.4 of the Negotiated Agreement.

Number of hours in my workday: _____

Employee Signature

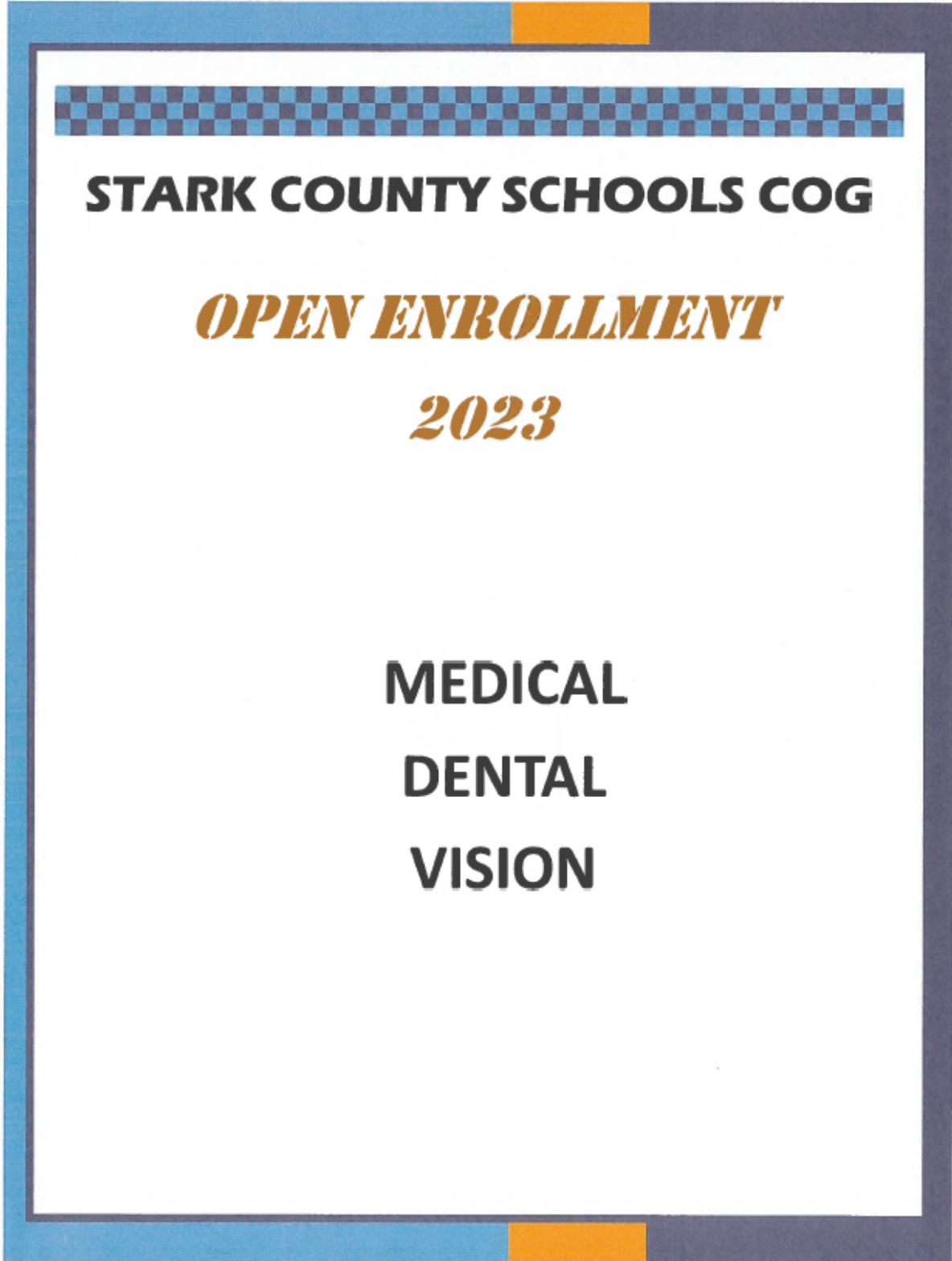
Date

I DO NOT wish to join the Sick Leave Bank at this time, but may elect to do so at a later date.

Employee Signature

Date

1/1/2023



STARK COUNTY SCHOOLS COG

OPEN ENROLLMENT

2023

MEDICAL

DENTAL

VISION

MEDICAL BENEFITS

Welcome to the Stark County Schools COG open enrollment period for 2023. The following information is designed to keep you informed so you can make the best benefit decision for you and/or your family.

The month of November is Open Enrollment. During November you can choose to:

1. For those of you who live in an area where the Aultcare network is available, you have the choice of Medical Mutual SuperMed or Aultcare for your medical insurance carrier. Aultcare is typically available in Stark County and the five surrounding counties.
2. Add eligible dependents that are not currently on your plan.
3. Add coverage if you currently don't carry coverage and are eligible for coverage.
4. Enroll in a Flexible Spending Account (informational materials will be in a separate document). You don't have to carry insurance to carry Flexible Spending.

Even if you are not planning on making any changes, you should review your current coverage and make sure you are electing what is best for you. If you don't want to make any changes, there are no forms or paperwork for you to complete, everything will remain the same for 2023.

Enrollment in the Flexible Spending Accounts (FSA) is separate and will need to be completed each year. If you do not enroll for the coming year, your FSA will not be active for 2023.

Below you will find an overview of the benefits for your review.

DEDUCTIBLES - \$300/person \$600/family

Once you have met your deductible, claims will be paid at 90% (as long as you are in-network). Prescription claims do NOT go toward this deductible. You pay 20% for prescriptions all the time, they are not subject to the deductible.

OUT-OF-POCKET (OOP) - \$900/person \$1,800/family

After deductible is met you will pay 10% for medical claims. This 10% automatically goes toward your OOP max. The 20% you pay for prescriptions also goes toward this OOP max. When the combination of the 10% you pay for medical claims and the 20% you pay for prescriptions meets the OOP max listed above, all claims (medical and prescription) are covered at 100% for the remainder of the calendar year (as long as you are in-network).

NON-EMERGENCY USE OF THE EMERGENCY ROOM

The Plan will be imposing a copay for members who use the Emergency Room for non-emergency use. Copay for non-emergency use of the ER will be incurred even after a member

meets their deductible and coinsurance limits. Members should utilize alternative treatment options such as Doctor's Office, Urgent Care, Convenience Clinics, Telehealth Services, and Nurse Lines for services that are not limb or life threatening. If you seek care and/or advice from one of the above and they recommend you go to the ER, there will not be a copay imposed.

All Non-Emergency use of the Emergency Room - Eff. 7/01/2022 - \$175 Copay
All Non-Emergency use of the Emergency Room - Eff. 7/01/2023 - \$250 Copay

A Symptom Reference Chart is located at the end of this document for you to look at when determining where to go for service.

DEPENDENTS

Dependents can be covered under the medical, dental, and vision plans until the end of the month they reach age 26. They do not have to be a student, they can be married or have a job that offers insurance. As long as they are your child, they can be covered.

PREVENTIVE CARE

The plan covers many eligible preventive care services. Remember Preventive Care services are covered at 100% with no deductible. Preventive visits should be an important part of your continued wellness plan. Routine covered services include but are not limited to:

Routine Physical Exam- adults and children – one per calendar year
Prostate Screening – one per calendar year
Adult and Child Immunizations
Routine Mammogram – one per calendar year
Pap Test – one per calendar year
Well Child Care (including immunizations)
Colon Cancer Screening (beginning at age 45)
Bone Density Testing
Prenatal Services, Breast Feeding Counseling and rental of equipment, Lactation Classes
Eye exam under medical plan for dependents up to 21 years old. Need to see in-network Optometrist or Ophthalmologist.

SPOUSE/DEPENDENT COVERAGE

If you were hired after June 30, 2015 and your spouse is eligible for insurance through their own employer, they will be required to take their employer's insurance as primary. There are two ways your spouse can be on your insurance and not take their own employer's insurance: 1) They are required to pay 40% or more of the cost of the single premium of their employer's plan or 2) they are ONLY offered a High Deductible Health Plan with a HSA. If your spouse is required to be primary on their employer's plan, you can cover them as secondary on your plan unless they have a HSA that will continue to be contributed to. Under HSA rules, you cannot be secondary on our plan if that is the case.

You can carry your children as primary on your plan, regardless if your spouse has to carry their own insurance.

PROGRAMS AND SERVICES

This is also a good time to familiarize yourself with the programs and services available through Medical Mutual and Aultcare. These programs are voluntary and are designed to support and educate our members. These are just some of the services available to you through the plans.

<u>MEDICAL MUTUAL</u>	<u>AULTCARE</u>
<p><u>Weight Watchers Reimbursement</u> Receive up to \$150 of the registration fees per calendar year. For information, call 866-204-2878</p>	<p><u>Aultman Weight Management</u> Receive a 30% discount on the initial screening at Aultman Weight Mgmt. and Free access to any Aultman Fitness Facility</p>
<p><u>Smoking Cessation</u> Four- to eight-week supply of nicotine replacement therapy at no out-of-pocket expense. For information, call 866-845-7702</p>	<p><u>Tobacco Cessation</u> 5 week free "Give it up" program at Aultman Hospital. For information, call 330-363-7848 or go to www.aultman.org</p>
<p><u>Nurse Line</u> You can call a nurse 24/7 for medical advice – 888-912-0636</p>	<p><u>Nurse Line</u> You can call a nurse 24/7 for medical advice – 866-422-9603 or 330-363-7620</p>
<p><u>Hearing Aids</u> Beltone offers up to a 20% discount on all hearing aid models. Simply show your ID card at a participating Beltone location (found at Beltone.com) or call 800-235-8663</p>	<p><u>Education & Support Services</u></p> <ul style="list-style-type: none"> - Health Talks – Community educational sessions on a variety of topics
<p><u>MedMutual.Com Online Services</u></p> <ul style="list-style-type: none"> - Locate SuperMed Plus network providers - Log onto <i>My Health Plan</i> to: <ul style="list-style-type: none"> • Review claims status • Order ID cards • Take a Health Assessment • Health Resource Center 	<p><u>Aultcare.Com Online Services</u></p> <ul style="list-style-type: none"> - Locate Aultcare network providers - Log onto <i>Manage My Account</i> <ul style="list-style-type: none"> • Review claims history • Access Explanation of Benefits • Order ID Cards • Download Forms - Access to HealthFinder.gov
<p><u>Disease Management Programs</u> Help with managing the follow conditions: Asthma Chronic <u>O</u>bstuctive <u>P</u>ulmonary <u>D</u>isease Congestive Heart Failure Coronary Artery Disease Diabetes Call 800-861-4826, Option 2, to enroll in a program</p>	<p><u>Disease Management Programs</u> Help with managing the follow conditions: Chronic <u>O</u>bstuctive <u>P</u>ulmonary <u>D</u>isease Congestive Heart Failure Diabetes Mental Health Complex Medical Conditions</p>
<p><u>Fitness Discounts</u></p>	<p><u>Weight Management Discount</u></p>

Membership discounts at various fitness centers including Curves, Anytime Fitness, FitWorks Fitness Centers and Snap Fitness	If you join the Aultman Weight Management Program, you get a 30% Discount. Insurance does not cover the program, but if you join as an Aultcare member, you would get this discount.
<u>TeleMedicine</u> You can have an online appointment with a Cleveland Clinic physician for non-emergency issues.	<u>Teledoc</u> You can have an online appointment with a U.S. board certified physician for non-emergency issues.
<u>My Care Compare</u> Access to cost comparison tool to find estimates for medical services like lab work, x-rays, MRI, etc.	<u>Medical Cost Estimator</u> This tool can help compare the cost of a certain procedure with different providers.
<u>Urgent Care Facilities</u> Urgent care visits and Minute Clinic visits are covered under the plan just like regular office visits.	<u>Urgent Care Facilities</u> Urgent care visits and Minute Clinic visits are covered under the plan just like regular office visits.

MOBILE APPS

Both Aultcare and Medical Mutual have mobile apps. You can download your insurance card to the mobile app, check claims, obtain eligibility information, look at the provider directory, as well as deductible and out of pocket information.

STARK COUNTY SCHOOLS COUNCIL OF GOVERNMENTS



HEALTH CARE CONSORTIUM SCHEDULE OF BENEFITS



MEDICAL BENEFITS	NETWORK PROVIDER	NON-NETWORK PROVIDER	MEDICAL BENEFITS	NETWORK PROVIDER	NON-NETWORK PROVIDER
PLAN PROVISIONS			PRESCRIPTION DRUG PROGRAM (see benefit booklet)	Patient pays 20% Mandatory maintenance mail order Mandatory generic	
Lifetime Maximum	Unlimited	Unlimited	PREVENTIVE CARE		
Annual Deductible	\$300/person* \$600/family*	\$600/person** \$1,200/family**	Eligible preventive services have been determined by recommendations and comprehensive guidelines of governmental scientific committees and organizations. For further details, refer to your benefit book or Summary Benefit Plan (SPD), or call your plan at the phone number shown on your ID card.		
Coinsurance Out-of-Pocket Limit (Excluding Deductible)	\$900/person* \$1,800/family*	\$1,800/person** \$3,600/family**	Routine Physical Exam (one per calendar year)	100%	80%**
Maximum Out-of-Pocket Limit (Sum of Deductible and Coinsurance)	\$1,200/person* \$2,400/family*	\$2,400/person** \$4,800/family**	Prostate Screening (one per calendar year)	100%	80%**
Non-Emergency Care Out-of-Pocket Limit	\$7,900/person*** \$15,800/family***	\$7,900/person*** \$15,800/family***	Adult Immunization	100%	80%**
Maximum Out-of-Pocket limit not to exceed the ACA maximum \$9,100/\$18,200			Routine GYN Exam (one per calendar year)	100%	80%**
CARE-IN-HOSPITAL			Routine Mammography (one per calendar year)	100%	80%**
Semi-Private Room	90%*	80%**	Pap Test (one per calendar year)	100%	80%**
Surgery	90%*	80%**	Well Child Care (including immunizations- up to 21 years of age)	100%	80%**
Anesthesia	90%*	80%**	Colon Cancer Screening (beginning at 45 years of age)	100%	80%**
In-hospital (medical)	90%*	80%**	PHYSICIAN'S OFFICE		
X-Ray and Radioactive Therapy	90%*	80%**	Allergy Testing/Injections	90%*	80%**
Respiratory Therapy	90%*	80%**	Visits for illness	90%*	80%**
Acute Kidney Dialysis	90%*	80%**	Emergency Care	90%*	80%**
Diagnostic Lab/X-Ray	90%*	80%**	Minor Surgery	90%*	80%**
Emergency Care of accident/acute life threatening illness (Emergency Room Facility)	90%*	90%**	Diagnostic Testing	90%*	80%**
Non-Emergency Care (Emergency Room Facility)	\$175 copayment, then 90%***	\$175 copayment, then 80% UCR***	Speech/Occupational Therapy (illness/injury related)	90%*	80%**
Surgical Assistance	90%*	80%**	Physical/Rehabilitative Therapy (illness/injury related)	90%*	80%**
Pre-Admission Testing	90%*	80%**	Respiratory Therapy	90%*	80%**
AS AN OUTPATIENT			AFFILIATES		
Lab/X-Ray/Diagnostic Services	90%*	80%**	Chiropractors	90%*	80%**
Same Day Surgery	90%*	80%**	Podiatrists	90%*	80%**
Speech/Occupational Therapy (illness/injury related)	90%*	80%**			
Physical/Rehabilitative Therapy (illness/injury related)	90%*	80%**			
Respiratory Therapy	90%*	80%**			
MATERNITY CARE	90%*	80%**			
MENTAL HEALTH/ALCOHOL/SUBSTANCE ABUSE					
Inpatient Care Based on corresponding medical benefits	90%*	80%**			
Outpatient Care Based on corresponding medical benefits	90%*	80%**			
OTHER SERVICES					
Home Health Care (Plan Approval Required)	90%*	80%**			
Hospice Care (Plan Approval Required)	90%*	80%**			
Skilled Nursing (Plan Approval Required)	90%*	80%**			
Durable Medical	90%*	80%**			
Ambulance	80%* (after network deductible)				
Allergy Extracts	80%* (after network deductible)				

PRE-CERTIFICATION IS REQUIRED FOR ALL INPATIENT ADMISSIONS.

* An annual deductible of \$300 per person/\$600 per family is applied first before any benefits are paid to Network Providers. Coinsurance is subject to an annual maximum of \$900 per person/\$1,800 per family. Once you have satisfied the deductible and coinsurance out-of-pocket limit, the Plan begins to pay covered medical services at 100% except for penalties, which are not included in the 100% reimbursement provision.

** An annual deductible of \$600 per person/\$1,200 per family is applied first before any benefits are paid to Non-Network Providers. Benefit payments for Non-Network Provider services are based on an Allowed Amount. Coinsurance is subject to an annual maximum of \$1,800 per person/\$3,600 per family. Once you have satisfied the deductible and coinsurance out-of-pocket limit, the Plan begins to pay covered medical services at 100% of the Allowed Amount, except for penalties, which are not included in the 100% reimbursement provision.

*** A Copayment of \$175 is applied first before benefits are paid for the Non-Emergent use of the emergency room, to Network or Non-Network Providers. Benefits for Non-Network Provider services are based on an Allowed Amount. The Copayment and Coinsurance is subject to an annual maximum of \$7,900 per person/\$15,800 per family. Once you have satisfied the annual Maximum Out-of-Pocket, the Plan begins to pay covered medical services at 100% of the Allowed Amount, except for penalties, which are not included in the 100% reimbursement provision.

The age limit for an eligible dependent child is the end of month which the child attains age 26. See Dental and Vision plan summaries for details.

Preventive Care Services

Preventive care is one of the most important steps you can take to manage your health. Routine preventive care can identify and address risk factors before they lead to illness. When you prevent illness, it helps reduce your healthcare costs. You should work with your doctors to help you follow these guidelines and address your specific health concerns.

Child Preventive Care (Birth to Age 21)

- Preventive Physical Exams
- Behavioral counseling to prevent skin cancer
- Behavioral counseling to promote a healthy diet
- Blood pressure screening
- Cholesterol and lipid level screening
- Dental cavities prevention (including application of fluoride varnish to all primary teeth)
- Depression screening
- Development and psycho-social behavioral assessments
- Hearing screening for newborns
- Lead exposure screening
- Newborn gonorrhea prophylaxis
- Newborn screenings, including sickle cell anemia
- Screening and behavioral counseling related to tobacco and drug use
- Screening and counseling for obesity
- Screening and counseling for sexually transmitted infections
- Screenings for heritable diseases in newborns
- Tuberculosis screening
- Vision screening

Child Immunizations

- Diphtheria, Tetanus, Pertussis
- Haemophilus influenza type B
- Hepatitis A and Hepatitis B
- Human Papillomavirus
- Influenza (flu shot)
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal (pneumonia)
- Polio
- Rotavirus
- Varicella (chicken pox)

Adult Preventive Care (Age 21 and older)

- Preventive Physical Exams
- Abdominal aortic aneurysm screening
- Blood pressure screening
- Cholesterol and lipid level screening
- Colorectal cancer screening including fecal occult blood test, flexible sigmoidoscopy or colonoscopy
- Depression screening
- Diabetes screening
- Hepatitis B screening if at high risk for infections
- Hepatitis C screening if at high risk (or one-time screening for adults born 1945 to 1965)
- HIV screening
- Screening and counseling for sexually transmitted infections
- Screening for lung cancer
- Tuberculosis Screening

Counseling and Education Interventions

- Behavioral counseling to prevent skin cancer
- Behavioral counseling to promote a healthy diet
- Counseling related to aspirin use for prevention of cardiovascular disease
- Prevention of falls in older adults
- Screening and behavioral counseling to reduce alcohol abuse
- Screening and behavioral counseling related to tobacco use
- Screening and nutritional counseling for obesity

Adult Immunizations

- Hepatitis A and Hepatitis B
- Herpes Zoster (shingles)
- Human Papillomavirus
- Influenza (flu shot)
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal (pneumonia)
- Tetanus, Diphtheria, Pertussis

Women's Services

- Breast and ovarian cancer susceptibility screening counseling and testing (including BRCA testing)
- Breast cancer screening (mammogram, including 3D)
- Breast feeding counseling and rental of breast pumps and supplies up to the purchase price
- Bone density test to screen for osteoporosis
- Cervical cancer screening (Pap test)
- Chlamydia screening
- Discussion of chemoprevention with women at high risk for breast cancer
- FDA-approved contraception methods and counseling for women, including sterilization
- HPV DNA testing
- Lactation classes
- Pregnancy screenings (including hepatitis, asymptomatic bacteriuria, Rh incompatibility, syphilis, gonorrhea, Chlamydia, iron deficiency anemia, alcohol misuse, tobacco use, HIV, gestational diabetes)
- Prenatal services
- Primary care intervention to promote breastfeeding
- Screening and counseling for interpersonal and domestic violence
- Well woman visits

Prescription Drugs

- Aspirin
- Colonoscopy preparations
- Contraceptives
- Fluoride (to age 6)
- Folic acid
- HIV pre-exposure PrEP
- Medication to reduce the risk of primary breast cancer in women
- Tobacco cessation aids

The screenings and immunizations listed in this summary include services required by healthcare reform (the Patient Protection and Affordable Care Act). For plan years beginning on or after September 23, 2010, non-grandfathered health plans must cover these routine immunizations and other services that are recommended by the United States Preventive Services Task Force A or B, and by other organizations such as Bright Futures, endorsed by the American Academy of Pediatrics. Please note: Some services and products may be subject to age, gender or other restrictions and are subject to change. Refer to USPreventiveServicesTaskForce.org or Healthcare.org for details. In addition, some prescription drugs or services may be subject to medical management techniques, such as prior authorization, quantity limits, etc.

If these services are performed by a network provider, members cannot be charged a coinsurance or deductible. Out-of-network charges may apply if the services are performed by a non-network provider.

DENTAL BENEFITS

As a Stark County Schools member, you have the freedom to choose any dentist you wish. You have the *option* to receive covered dental services from a dentist who participates in the SuperDental Network. Choosing to receive dental services from a SuperDental provider protects you from balance bills (the difference between the amount billed by the provider and the amount allowed by Medical Mutual). SuperDental providers agree to accept Medical Mutual's payment and not bill for the balance.

Coverage Information

Check-Ups – 2 per calendar year (they do not need to be six months apart) Paid at 100%

Deductible - \$25/person and \$75/family

Basic and Major Services – Paid at 80% of usual and customary charges after deductible

Annual Maximum - \$3,000 is the maximum paid for dental claims per person per year

Orthodontics – Lifetime Maximum of \$2,000 per person, any age

To find a SuperDental provider:

1. Go to www.medmutual.com
2. Click "Find a Provider"
3. Click "Group" then Next
4. Click "Dental"
5. Select "SuperDental" Network and agree to leave site
6. Enter search requirements
7. Or call 866-336-8251



MEDICAL MUTUAL®

Stark County Schools Council of Governments
Traditional Dental Benefit Summary
 With Orthodontia

General Information		
Dependent Age	26	
Dependent Removal	End of Month	
Claims Filing Limit	12 months	
How Claims are Paid		
Benefit Period	January 1st through December 31st	
Benefit Period Deductible - Single	\$25	
Benefit Period Deductible - Family	\$75	
Preventive and Diagnostic Services Coinsurance	100%	
Basic Services Coinsurance	80%	
Major Services Coinsurance	80%	
Overall Benefit Period Maximum	\$3,000	
Orthodontic Services Coinsurance	60%	
Orthodontic Lifetime Maximum	\$2,000 per eligible member	
Preventive/Diagnostic Services	Frequency/Limits	Benefit
BiteWing X-rays	2 sets per benefit period	100%
Emergency Palliative Treatment Services	Includes emergency exams and pain treatment, incision and drainage of abscess and excision of pericoronal gingiva	100% (Emergency Exam and Palliative Treatment; 80% after deductible for all other services.)
Exams/Evaluations	2 per benefit period	100%
Fluoride Treatments	2 per benefit period	100%
Prophylaxis (cleaning)	2 per benefit period	100%
Non-Preventive Exams/Evaluations		100%
Diagnostic X-rays	Full Mouth/Panorex are limited to 1 every rolling 36 months	100%
Space Maintainers		100%
Basic Services	Frequency/Limits	Benefit
Consultation/Professional Visits		80% after deductible
Minor Restorations		80% after deductible
Endodontics		80% after deductible
Periodontal Services		80% after deductible
Relines/Rebase of Dentures - Complete Dentures; Partial Dentures	1 every rolling 36 months; but not within 6 months of placement of a denture	80% after deductible
Repairs – Crowns; Fixed Partial Dentures; Partial and Complete Dentures		80% after deductible
Extractions		80% after deductible
Impactions		80% after deductible
Oral Surgery		80% after deductible
Anesthesia		80% after deductible
Major Services	Frequency/Limits	Benefit
Gold Foil Restorations	1 per tooth every 5 years	80% after deductible
Inlay/Onlays	1 per tooth every 5 years	80% after deductible
Crowns	1 per tooth every 5 years	80% after deductible
Major Restorative		80% after deductible

Fixed Partial Dentures	1 per tooth every 5 years	80% after deductible
Dentures	1 every 5 years	80% after deductible
Orthodontic Services	Frequency/Limits	Benefit
Orthodontic Services	Available for all members	60% up to \$2,000 maximum

SuperDental Network Option

As a Stark County Schools Council of Governments member you have the freedom to choose any dentist and receive these benefits. You have the *option* to receive covered dental services from a dentist who participates in the SuperDental Network. Choosing to receive covered dental services from a **SuperDental network provider protects you from balance bills** (the difference between the amount paid by Medical Mutual and providers billed amount). SuperDental providers agree to accept Medical Mutual's payment and not bill Stark County School's members for the balance.

About SuperDental

- All dentists go through an advanced credentialing process and are re-credentialed every three years.
- No referral is needed. You won't be limited on referral and your dentist will work directly with you on your treatment plans.
- SuperDental is hassle free. Change dentists at any time without paperwork or waiting period, and each family member can choose their own dentist.

Find a SuperDental Provider

- Visit MedMutual.com
- Click "Find a Doctor or Hospital"
- Click "Dental"
- Select "SuperDental" Network
- Enter search requirements
- Or call: 1-866-336-8251

VISION BENEFITS

Under the plan, you don't have to choose a vision care provider from a network, you can go to any provider you choose. Dependents are covered until the end of the month they turn 26.

Coverage Information

- Vision Exam – Covered at 100% every 12 months – has to be at least 12 months between exams.
- Lenses – 1 pair of lenses every 12 months – has to be at least 12 months between the purchase of lenses
 - Single Vision Lenses - \$75 per pair
 - Bifocal Lenses - \$100 per pair
 - Trifocal Lenses - \$125 per pair
 - Lenticular Lenses - \$200 per pair
- \$170 toward frames every 24 months – has to be at least 24 months between purchases.

Please have provider bill the lenses as either single, bifocal or trifocal, NOT progressive lenses. Since our plan pays different amounts for different lenses, Medical Mutual needs to know exactly what the lenses are.

- Contact Lenses – you get \$150 every 12 months (has to be at least 12 months between, towards the cost of contact lenses. If you purchase contacts, lenses in a pair of glasses will not be covered in the same year. You get one or the other each year.
- Medically Necessary Contact Lenses - \$400 per pair. Eligible for Medically Necessary Contacts are:
 - Lenses that are necessary after cataract surgery;
 - Visual acuity cannot be correct to 20/70 in either eye with other lenses, but can be correct to at least 20/70 in either eye with contact lenses, or;
 - The lenses are necessary for the treatment of anisometropia for keratoconus.



Stark County Schools Council of Governments
Traditional Vision Benefit Summary

General Information	
Dependent Age	26
Dependent Removal	End of Month
Claims Filing Limit	12 months
How Claims are Paid	
Vision Examinations Frequency Limit	1 every rolling 12 months
Vision Examinations	Covered at 100% for either spectacle or contact lens examination
Lenses-Prescription	
Lenses Frequency Limit	1 pair every rolling 12 months
Single Vision	\$75 allowance per pair
Bifocal	\$100 allowance per pair
Trifocal	\$125 allowance per pair
Lenticular	\$200 allowance per pair
Lenses-Contacts	
Contacts are provided in lieu of	Lenses and Frames
Cosmetic Lenses	\$150 allowance every rolling 12 months
Medically Necessary Lenses	\$400 allowance every rolling 12 months
Frames	
Frames Frequency Limit	1 every rolling 24 months
Frames	\$170 per frame

Notes

Progressive Lenses - In order to receive reimbursement for Progressive lenses the provider must bill for a Bifocal or Trifocal lens.
Medically Necessary Contact Lenses - The allowance for medically necessary contact lenses will be paid only if: <ul style="list-style-type: none"> (a) the lenses are necessary following cataract surgery; (b) visual acuity cannot be correct to 20/70 in either eye with other lenses, but can be correct to at least 20/70 in either eye with contact lenses; or (c) the lenses are necessary for the treatment of anisometropia for keratoconus.

This information is meant to help you understand your benefits and is by no means a complete explanation of your benefits. The Stark County Schools Health Benefit Plan booklet is being revised and reprinted at this time. We will be providing copies of this for everyone once it is complete.

As always, please feel free to contact us with your questions or for help with insurance issues. We can be reached at Kim Sanford, Stark County ESC – 330-492-8136, ext. 1356 or kim.sanford@starkesc.org or Betty Tyler, Stark County ESC – 330-492-8136, ext. 1390 or betty.tyler@starkesc.org

Symptom Reference Chart

	 ER/911	 Urgent Care	 Convenience Clinic	 Primary Care Physician	 Telemedicine
Allergic reactions*	■	■		■	
Allergies		■	■	■	■
Annual preventive care visit				■	
Asthma		■		■	
Back pain (minor)		■	■	■	
Bleeding (heavy)	■				
Broken bone (major)	■				
Broken bone (minor)		■		■	
Bronchitis		■	■	■	■
Change in vision (sudden)	■				
Chest pain	■				
Cold and flu symptoms		■	■	■	■
Cut/burn (major)	■				
Cut/burn (minor)		■		■	
Ear infection		■	■	■	
Head injury (severe)	■				
Infection		■		■	
Insect bite		■		■	
Pink eye		■	■	■	
Rash		■		■	
Respiratory infection		■	■	■	■
Shortness of breath	■				
Sinus problems		■	■	■	■
Spinal injury	■				
Sprain or strain		■		■	■
Trouble speaking (sudden)	■				
Urinary tract infection		■	■	■	■
Vaccinations (also flu shots)			■	■	
Wheezing		■		■	
X-ray		■		■	

* Severe allergic reactions, such as tongue/throat swelling, difficulty speaking, swallowing or breathing should be seen in an ER.

Please Note: This is a sample list of services and may not be all-inclusive. This does not take the place of professional medical advice, diagnosis or treatment. Although this information is intended to help make the best decision for care, if you feel that your situation is life threatening, go to the nearest emergency room.

APPENDIX E

VACATION ELIGIBILITY TABLE

(Based on a 40 hour week)

TOTAL SERVICE *(1)	ACCUMULATED HRS. EACH PAY PERIOD *(2)	ELIGIBLE TO TAKE VACATION *(3)	MAXIMUM ACCUMULATION *(3)	VACATION EARNED PER YEAR *(4)
LESS than one (1) year	3.1 hours	NO	N/A	N/A
More than one (1) year	3.1 hours	YES	160 hours (2 years)	Two (2) Weeks
More than five (5) years	4.6 hours	YES	240 hours (2 years)	Three (3) Weeks
More than twelve (12) years	6.2 hours	YES	320 hours (2 years)	Four (4) Weeks
More than twenty (20) years	7.7 hours	YES	400 hours (2 years)	Five (5) Weeks

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

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

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

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

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

APPENDIX F



ASHLAND COUNTY

Board of Developmental Disabilities

Live. Learn. Work. Play.

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

SALARY CALCULATION NOTIFICATION

NAME: _____

POSITION/CATEGORY: _____

BASE: _____

CONTRACT SECTION: _____ % OF BASE : _____

FINAL SALARY: _____

EFFECTIVE DATE: _____

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

Kim Meehan
Director of Business/HR