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AN AGREEMENT

between

THE MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

and

AFSCME LOCAL 2868

and

OHIO COUNCIL 8

EFFECTIVE: January 1, 2010  
EXPIRES: December 31, 2012

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ARTICLE I  
PREAMBLE

1.01 This Agreement is hereby entered into by and between the Medina County Board of Developmental Disabilities, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 2868, AFL-CIO, hereinafter referred to "AFSCME".

ARTICLE II  
RECOGNITION

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time and regular part-time Employees employed in the job title of Service and Support Administrator, excluding all casual part-time, temporary Employees hired for less than 180 working days when filling a position temporarily vacant due to the absence of a permanent Employee otherwise such 180 working days shall be 90 working days, confidential, supervisory, and managerial Employees and all other Employees of the Employer. Those Employees in any other bargaining unit are also excluded.

2.02 Said recognition shall continue for a term as provided by law.

2.03 The Union agrees that it will take no actions through the filing of any petitions with the State Employment Relations Board, or otherwise to merge or accrete this bargaining unit to or with any other bargaining unit at the Employer's place of employment.

2.04 In the event the Employer creates a new job title, the Union shall be advised of such action. The Employer shall make a determination as to whether the job title is appropriate for a bargaining unit. In the event the Union disagrees, it may request a meeting with the Employer to discuss such determination. If the Employer declines such a meeting or, if, after a meeting the Union disagrees with the Employer's position, the Union may exercise its legal remedies with the State Employment Relations Board.

2.05 In the event a new job title is placed in the bargaining unit and the Union objects to the proposed rate of pay for such job title, a meeting will be held to discuss same. If no agreement is reached, regarding the rate of pay, the dispute is subject to the grievance and arbitration procedure.

ARTICLE III  
MANAGEMENT RIGHTS

3.01 Unless the Employer has agreed otherwise in this Agreement the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline Employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of Employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its Employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its Employees; 7) determine the basis for selection, retention and promotion of Employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; 14) terminate or eliminate all or any part of its work or facilities.

3.02 In addition, the Union agrees that all of the; functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business, and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are and shall remain, exclusively those of the Employer.

#### ARTICLE IV UNION RIGHTS

4.01 Recognition of the Union as the bargaining unit representative shall entitle the Union certain rights as follows:

a) Meetings

AFSCME upon advance request, may use the Board's building for meetings, when there is no conflict with other activities.

b) Union Business Activities

Duly authorized representatives of the Union and its respective affiliates may be permitted to transact official Union business on the Board's property upon giving advance notice to the Board and that such business will not interfere with the Board's normal business activities.

c) Union Leave

1) Length of Leave

The Superintendent shall grant an accumulative total of up to eight (8) days paid

leave per year to members of AFSCME, selected by AFSCME, to attend any meetings, conferences or conventions. The superintendent may, at his/her discretion, limit the number of Employees on such leave at anyone time.

2) Application for Leave

The President of the Union shall notify the Superintendent of the dates such members of the bargaining unit will be absent, at least thirty (30) calendar days in advance when practicable. The member shall then notify their supervisor(s) involved of these dates so that a substitute may be obtained.

d) Board Meetings and Information

1) Right to Information

A copy of the official agenda of each Board meeting, and any related attachments, will be given to the Union president at the same time such agenda is made available to the public.

2) Budget and Appropriations

The Union President will be furnished the annual budget and appropriations for each calendar year as soon as practical after its adoption.

3) The Union shall be advised in advance of any committee meetings between the Board and OEA where the subject matter, if implemented, would effect the terms and conditions of employment of the members of this bargaining unit.

e) New Staff

The Union President will be afforded an opportunity not to exceed fifteen (15) minutes to address new Employees during the Employees' orientation days.

f) Change in Status

The Union President will be provided any changes in staff member status within fourteen (14) calendar days of occurrence: i.e., resignation, termination, transfer, promotion, leave of absence, temporary appointment, retirement or suspension.

g) Health and Safety Committee

The Union shall appoint one member of this committee from each bargaining unit.

ARTICLE V  
DUES DEDUCTIONS

5.01 During the term of this Agreement, the Employer shall deduct regular bi-weekly Union dues, fees and assessments from the wages of those Employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be started and made from the first paycheck. If the Employee's

pay for any pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the Employee's check is sufficient to cover the deduction.

5.02 The Employer agrees to supply the Union with an alphabetical list of those Employees for whom dues deductions have been made.

5.03 A check in the amount of the total dues, fees and assessments withheld from those Employees authorizing a dues deduction shall be tendered to the Union within thirty (30) calendar days from the date of making said deductions. Members who complete Dues Deduction Authorization Cards will have their dues deduction continued until the Employer and Union receive a notification from the member to terminate said deductions. Such checks shall be sent to Treasurer, AFSCME Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085.

5.04 The Employer will deduct an agency shop/fair share fee from all Employees in the amount specified by the Union. Any Employee who is not a member of the Union upon execution of this agreement or submits a resignation from the Union to the Union and the Employer within thirty (30) days of November 6, 2000, will not be subject to this Agency Shop/Fair Share provision.

All agency shop/fair share fees shall be deducted and administered pursuant to ORC 4117.00 et.seq. The Union shall indemnify and hold harmless the Employer from any and all claims that may arise from the Employer's administration of this provision.

5.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

## ARTICLE VI NO STRIKE

6.01 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any Employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer for the duration of this Agreement.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all Employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is

prohibited, not sanctioned by the Union and order all Employees to return to work immediately.

6.03 It is further agreed that any violation of the above shall be automatic and sufficient grounds for disciplinary action.

## ARTICLE VII LABOR-MANAGEMENT COMMITTEE

7.01 The Employer and the Union desiring to foster better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations and avoid controversies, do hereby establish these bylaws for a Joint Labor Management Committee.

7.02 The purpose of the Committee is to discuss, explore and study problems referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored and studied.

7.03 In order to have a frank and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the existing Employer-Union Agreement, nor to settle grievances arising under the Employer-Union Agreement. Committee discussions shall not be publicized except for those recommendations that have been mutually agreed upon.

7.04 The Committee shall be composed of four members, two representing the Union and two representing the Employer. In addition, either side may bring a guest by mutual agreement. A representative of the Federal Mediation and Conciliation Service will be invited to attend and participate in Committee meetings by mutual agreement. With approval of the Employer and OEA, this committee may join the presently existing Labor Management Committee.

## ARTICLE VIII PROBATIONARY PERIOD

8.01 All newly hired Employees will be required to serve a probationary period of 365 days. During said period, the Employer shall have the sole discretion to discipline or discharge such Employee(s) and any such action shall not be appealable through any grievance or appeal procedure herein or to the State Personnel Board of Review. The Employer may shorten or waive this period at its discretion. Employees promoted or transferred into this bargaining unit who have met their initial probationary period requirement with the Employer will be required to complete a probationary period of 180 days.

8.02 If an Employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new Employee and shall be subject to the provisions of paragraph 8.01.

## ARTICLE IX INDIVIDUAL RIGHTS

9.01 In addition to those deductions required by law for Local, State and Federal income taxes and the Ohio State retirement systems, each member of the bargaining unit shall be entitled to the following payroll deductions if check deduction space is available.

a) Medina County Federal Credit Union

Deductions for the Medina County Federal Credit Union will be made only upon submission to the Employer of a written authorization by the affected Employee. The Employer shall forward authorized deductions to the Credit Union without undue delay. Subject only to the authorization from the Credit Union, deductions may be revoked at the will of the affected Employee by submission of written notice to the Employer.

b) Tax Sheltered Annuities

Payroll deductions for tax sheltered annuities will be made upon submission to the Employer of a written authorization by the affected Employee. The Employee shall forward authorized deductions to the proper insurer on a monthly basis. Subject only to the restrictions and conditions imposed by the insurer, if any, authorization for annuity deductions may be revoked at the will of the affected Employee by submission of written notice to the Employer.

Information should be readily available on plans which are presently available. Upon written request of fifteen (15) or more Employees for the same plan the Employer shall request the County Commissioners to add a new company for eligible deduction's for tax sheltered annuities.

9.02 Personnel Records and Files

The Employer, shall maintain in the central office a file concerning each staff member. Personnel records shall include but not be limited to the following:

a) Name, permanent and current address, phone number and person to notify in case of emergency.

b) Job description which includes the essential functions of the job, requirements

for certification, registration or license.

c) Records of accumulation and use of sick leave and vacation days, personal days, and leave without pay

d) Record of current permanent or temporary certification or license, or registration, as applicable.

e) Records of in-service training.

f) Personnel action forms.

g) Annual performance evaluations signed by the immediate supervisor, Superintendent or his/her designee, and by the Employee indicating the Employee's awareness of the evaluation;

h) Payroll information;

i) Application forms;

j) Employment forms (initial packet);

k) Insurance forms;

l) College transcripts or educational records;

m) Signed Acknowledgments of Review of Job Description, Drug - Free Workplace, Hazardous Communication, OSHA, Bloodborne Pathogens Hepatitis B Consent/Declination Form;

n) Letters of reference;

o) Letters of commendation or recognition;

p) Records pertaining to hiring, promotion, transfer, layoff, disciplinary action, demotion, termination, etc.; and

9.022 The Employer shall maintain a separate confidential medical file as required by 5123:2-1-02 (H) Ohio Administrative Code.

### 9.03 Maintenance of File

a) Information on File

All personnel records shall be kept up to date and on file for reference at all times. A member of the bargaining unit has the responsibility to supply current information to the Superintendent on items such as transcripts, certificates, licenses, and required medical records.

b) Removing Information

No data may be physically removed from a personnel file. Information may, however, be copied by the Employee in the presence of an Employer representative. The Employer has the right to charge a fee for copies consistent with the acceptable agency rate.

c) Copies of Information

Upon request, Employees shall be given a copy of all materials placed in the file after the effective date of this Agreement, which is directed toward him/her and subject to inspection under this Article, prior to such material becoming part of his/her personnel file.

d) Written Statement

Employees shall have the opportunity to reply to such written material in a written statement which shall be attached to and become a part of his/her personnel file.

#### 9.04 Review of File

a) Right of Review

Employees shall have the right, upon request to the Superintendent, to inspect his/her personnel file. A request to inspect a personnel file will be granted as soon as practicable and in no event more than two (2) work days after the request was made. The Employer may have a representative present during such review.

b) Others Reviewing File

In the event any person, other than the Employee's supervisor or other administrator, or auditing/regulatory agency seeks to review the personnel file of an Employee, the Employee shall be notified at least three (3) days in advance of such review. Such notice to the Employee shall include the name of the person making the request and the date and time of the review. The Employee shall have the right to be present at the time of the review and shall have the right to be accompanied by a representative of his/her choice.

#### 9.05 Mail Boxes

To the extent practicable, each Employee shall be entitled to a mail box at his/her primary work site.

#### 9.06 Nondiscriminatory and No Reprisal Clause

a) No Employee shall be discriminated against by the Board or the Union or in violation of any federal or state laws prohibiting employment discrimination based on race, color, religion, sex, national origin, a handicap or age. Moreover, neither the Employer nor the Union shall discriminate against any Employee because of membership or non-membership in the Union or participation in its lawful activities.

#### 9.07 Right to Representation

Employees shall have the right to be represented by the Union at any previously scheduled conference with the Administration that may adversely affect his/her employment. A member who intends to exercise this option shall whenever practicable inform the Administration in advance of his/her intent to be accompanied by Union representatives and the identity of said representatives.

#### 9.08 Workers Compensation

a) All Employees covered under this agreement are protected under the Ohio Worker's Compensation Act in cases of injury or death incurred in the course of or arising out of their employment.

b) An injury incurred while performing assigned responsibilities shall be reported to the injured Employee's supervisor or other designated representative.

#### 9.09 Health and Safety

The Employer shall provide, to the extent practicable, healthful working conditions for all Employees.

a) It is the Employee's responsibility to immediately report any unsafe or unhealthy work condition to his/her Supervisor.

b) The Employer shall ensure that there is reasonable access to adequate First Aid kit(s), which shall be maintained at designated locations. The Employer shall ensure that there is reasonable access for first aide and CPR training.

c) All Employees shall, to the extent practicable, shall be briefed on the medical and behavioral history of all clients under their responsibility prior to the commencement of said responsibility.

d) The Board shall provide for the immunization for Hepatitis B upon request of an Employee at the Employer's cost.

#### 9.10 Complaints

Any complaint regarding an Employee made to any member of the administration by any other person, which is used in any manner, will be promptly investigated and called to the attention of the Employee. The Employee will be given an opportunity to respond to and/or rebut such complaint. Any complaint that is not made in writing by the complaining party will not be the sole basis for any disciplinary action against the Employee.

#### 9.11 Drug and Alcohol Testing

A. Both the Employer and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of Employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the Employer and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.

B. The Union recognizes the need to address problems associated with having on-duty Employees under the influence of alcohol or drugs. The Union also recognizes the Employer's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the Employer recognizes Employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate Employees and to abate risks created by Employees who are on duty in an impaired condition.

C. Each Employee will be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and Employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters.

D. The confidential nature of the medical records of Employees with substance abuse problems shall be preserved. Similarly, all records relating to drug tests and their results shall be maintained in the strictest confidence.

E. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of this policy.

## 9.12 Drug-Testing Conditions

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol; where there is reasonable suspicion to believe that the Employee, when appearing for duty or on the job, is under the influence, of his/her job performance, is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an Employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of \$500.00, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the Employee. In addition, such reasonable suspicion must be documented in writing by the person having such suspicion. The immediate Supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented, as soon as possible, to the Employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected Employee.

## 9.13 Testing Procedures and Guarantees

A. An Employee reasonably suspected of using or abusing alcohol or other drugs, while on duty, or of being under the influence of same, while on duty, may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of alcohol. The breath sample will be taken by a Sheriff or Police Department, State Patrol or qualified person. Urine specimen collection shall occur at the collection site designated by the Employer in a secure and private room and shall be witnessed by a person of the same sex as the donor-Employee in accordance with standards provided under the guidelines published by the National Institute of Drug Abuse (NIDA).

B. Prior to submitting the sample, the Employee shall be required to complete a form indicating all drugs currently being taken and any toxic substances he/she may have been in contact with. This information will be forwarded to the laboratory with the samples.

C. All procedures and protocols for collection, transmission and testing of the Employee's urine shall conform to the NIDA guidelines.

All procedures and protocols for collection and testing of the Employee's breath shall conform to the methods and procedures set forth in the Ohio Revised Code. The

instrument used must be listed in OAC Rule 3701-53-02A. A test result which indicates a .04% blood alcohol level will be considered a positive test. Test results less than .04% blood alcohol level, while not considered a positive test, may be considered in conjunction with the Employee's behavior as provided in 9.112, above. Level of concentration must be that established in ORC Section 4511.19.

D. All urine testing shall be conducted by a laboratory certified by the NIDA.

E. The urine testing shall consist of a two-step procedure: (a) initial screening; and (b) confirmatory testing. If the screening procedure reveals a positive result, the sample shall be subjected to a different confirmatory test. Notification of test results to the affected Employees department head shall be withheld until the confirmatory test results are obtained. In those cases where the second test confirms the presence of alcohol or drugs(s) in the Employee's system, the sample shall be retained for a period of six (6) months to permit further testing, in case of a dispute. An Employee has the right to submit information to explain the reason(s) for a positive test.

F. The initial screening shall be accomplished by means of a Thin Layer Chromatography (TLC) or equally reliable testing procedure, and the confirmatory testing shall be accomplished by means of a Gas Chromatography/Mass Spectrometry (GC/MS).

G. Employees shall have the right to consult with a Union representative, if one is available within one hour prior to testing, and the Union representative may accompany the Employee to the specimen collection site.

H. Any Employee who refuses to submit to a properly ordered drug test may be subject to disciplinary charges for insubordination consistent up to and including termination.

I. In all cases in which the Employee provides a sufficient urine sample at the time of original sample collection, he/she has the right to a confirmatory test of a one-half ( $\frac{1}{2}$ ) portion of the original sample at a NIDA-certified laboratory of the Employee's choosing, at the Employee's expense, within ten (10) working days after receipt of notice of the positive test result. To permit this and to ensure the integrity of samples, each sample shall be split by the NIDA-certified laboratory under contract with the Employer to perform such tests at the time and place of collection and prior to testing. One part, thereof, shall be stored by such laboratory, to be disposed of by the direction of the Employee.

J. When any sample is collected it shall be handled by proper chain of custody procedures from sample collection to return of the written report. Collection procedures shall be used which ensures security for the specimen, freedom from adulteration of the

specimen, and privacy for the Employee.

K. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected Employee.

L. The NIDA-established levels for each drug tested for shall be used to determine whether a test is positive with respect to that drug. Testing shall be limited to the following groups of substances: marijuana (THC); cocaine; amphetamines; opiates; and phencyclidine (PCP).

M. The Employee shall be paid for any time required for testings.

#### 9.14 Notice of Drug-Related Convictions

As required by the Federal Drug-Free Workplace Act of 1988 and/or other Federal or State rule or regulation, each Employee covered by this Agreement is required to notify his/her Department Head or his/her designee within twenty four (24) hours after he/she is charged with a violation of any federal or state criminal drug statute. Each agency is required to notify any federal agency with which it has a contract or grant, within ten (10) calendar days after receiving notice from the Employee, of the fact of such conviction. Any Employee's failure to report such a charge or conviction will subject such Employee to disciplinary action, up to and including termination.

#### 9.15 Disciplinary Action

A. Any Employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, shall be subject to disciplinary action, up to and including termination according to the rights and procedures provided in Article XXXII of this Agreement. A blood alcohol level test of less than .04% shall not be used as the sole basis for disciplinary action.

B. The Board at its discretion may offer Employees convicted of violating a criminal drug statute in the workplace the opportunity to participate in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such an opportunity is offered, accepted by the Employee, and approved by the Superintendent, then the Employee must satisfactorily participate in the approved program as a condition of continued employment. Subject to the provisions of the Collective Bargaining Agreement, Employees will be required to utilize sick, personal, and vacation time to cover any absences that may occur as a result of participation in the rehabilitation or drug abuse assistance program. Such absence may also qualify for time off under the Family and Medical Leave Act.

C. In the event the Employer offers the opportunity to participate in an approved rehabilitation or drug abuse assistance program as an alternative to discipline also applies to Employees determined to be under the influence, etc., as provided in section 9.115 A. above. Failure to satisfactorily participate will result in the disciplinary action that was to be imposed according to section 9.115 A. above.

#### 9.16 Education

Employees have the right to know the dangers of drug abuse in the workplace, the Board's policy about them, and what help is available to combat drug problems. The Board will conduct a Drug-Free Awareness Program as part of an initial orientation for all new Employees, and annually thereafter. To help Employees in overcoming drug abuse problems, assistance may be available through:

- A. Medical benefits for substance-abuse treatment;
- B. Counseling programs within Medina County;
- C. Information about community resources for assessment and treatment.

#### 9.17 Testing

In the event that State or Federal Law, Rule, or Regulation mandates drug testing as part of an Employee's job requirement, the Employer will notify AFSCME of such changes and implement drug testing requirements as outlined in Article IX of this agreement.

### ARTICLE X JOB SHARING

10.01 Employees may participate in job sharing wherein one (1) full-time job is divided between two (2) Employees, each working approximately one-half (½) of the full-time job, upon the advance approval and such terms and conditions as the Employer may agree. The approval of such job sharing and/or the termination of such job sharing shall be at the sole discretion of the Employer.

10.02 Job sharing arrangements shall be for a period not to exceed twelve (12) months. In the event a full or part-time position is vacated due to the incumbent Employee job sharing with another Employee, such vacant position may be filled, at the Employer's discretion, by either a temporary, substitute or permanent Employee.

10.03 The Employer shall not be required to provide the cost of more than one insurance package. If both Employees elect insurance, each must pay one half the premium. Other fringe benefits shall be prorated appropriately.

10.04 If the Employer determines the arrangement must be terminated at any time, one of the two people may be laid off without bumping rights. The individual potentially affected shall be determined in the individual job sharing contract with the Employer prior to the establishment of the job sharing arrangement.

## ARTICLE XI WORK YEAR AND WORKWEEK

11.01 The normal workweek for regular full-time Employees shall be forty (40) hours of work in five (5) days, except where present practice provides otherwise. The annual work year, to the extent practical, for twelve (12) month Employees shall be based on the Board's approved calendar. However, the Superintendent, at his/her discretion, may modify such practices, workday, workweek or work year, providing such changes are discussed at the Labor/Management Committee prior to their implementation, except in emergencies. Part-time Employees shall work the hours assigned by the Employer.

11.02 The board approved 9 and 12 month calendars shall include 8 paid workdays off in conjunction with Christmas and New Year Holiday for all Employees on active pay status.

## ARTICLE XII EVALUATION

### 12.01 Purpose

The purpose of performance evaluation is to provide a systematic and routine method of communicating to the Employee the judgment of his/her supervisor as to the quality of the Employee's job performance. This process should be directed toward reinforcing good performance, documenting level of performance, and assisting Employees to improve performance.

### 12.02 Method

a) Evaluation of an Employee shall be conducted by a supervisor. In the event an Employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. However, to the extent practicable, there shall be input by the other supervisor(s) into the evaluation to reflect the overall responsibilities of the position. The evaluator shall not be a bargaining unit member.

b) Within the first thirty (30) days of employment the evaluation supervisor

shall meet with the probationary Employee and provide him/her with a copy of the evaluation form used by the Employer to evaluate Employees in the position held by that Employee. All Employees shall be given any changes in the evaluation instrument prior to the use of such changes.

c) Probationary Employees shall be evaluated once prior to the midpoint and again prior to the end of their probationary period with a follow-up conference for each evaluation. All twelve (12) month Employees shall be evaluated a minimum of once annually, between January 1<sup>st</sup> through April 1<sup>st</sup> for the previous calendar year.

2. Written evaluation reports shall be based upon established goals and job requirements, and other relevant information. A follow-up conference may be requested by either party after evaluation whether the Employee received formal observations or not prior to evaluation.

3. Evaluations shall note strengths and areas which are deemed unsatisfactory or in need of improvement. The Employee and supervisor shall participate in the development of the plan for correction. The plan shall allow time for improvement in the areas of performance deficiency.

4. The Employee shall have an opportunity to submit written objections (rebuttal) to the contents of his or her evaluation within fifteen (15) days after the Employee has received a copy of the evaluation.

5. No Employee shall normally be evaluated more than twice annually. For Employees whose performance has been found deficient or marginal, additional evaluations may be conducted. The Employee may request and receive an alternate evaluator for an additional evaluation along with the existing evaluator's subsequent evaluation(s).

6. Evaluators and other supervisory personnel shall not normally discuss evaluations with bargaining unit members except at the request of the evaluatee.

### 12.03 Records

a) An original copy is to be placed in the Employee's file with a copy retained by the Employee.

b) All written evaluation records shall contain the date and signatures of the evaluating supervisor and Employee. The Employee's Signature may, at the Employee's discretion, be "I hereby acknowledge receipt of this document. This does not necessarily mean agreement with the contents.

#### 12.04 Evaluation Forms

A similar evaluation form shall be utilized by the Employer for similarly situated Employees. A joint committee will develop the evaluation tool to be used for bargaining unit members.

### ARTICLE XIII SENIORITY

13.01 Seniority shall be defined as an Employee's uninterrupted length of continuous employment with the Employer. A probationary Employee shall have no seniority until the Employee satisfactorily completes the probationary period which will be added to the total length of continuous employment. Credit for seniority for unpaid leaves of absences shall apply to continuous length of service as provided in the Article on leaves.

A. If two or more Employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots within thirty (30) calendar days of initial employment.

B. Posting of Seniority List - the seniority list shall be posed annually. The employer shall prepare a seniority list and present a copy of the list to the Union annually by the first of October. The list shall be prepared by name, classification, and date of hire.

C. Correction of Inaccuracies in Seniority List at the time an inaccuracy is reported to the Employer and Union President an investigation shall be conducted. Any inaccuracies found shall be corrected within ten working (10) days and a copy of the corrected seniority list shall be provided to the Union President.

#### 13.02 Termination of Seniority

An Employee's seniority shall be terminated when one or more of the following occur:

- A. Resignation;
- B. Discharge;
- C. Lay-off for a period of time exceeding twenty-four (24) months;
- D. Retirement;
- E. Failing to report for work for more than three (3) working days without

having given the Employer advance notice of the pending absence, unless physically unable to do so as certified by the appropriate authority;

F. Becoming unable to perform the job's duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable. However, a worker's compensation leave due to injury or illness related to employment with the Employer shall count toward accrual of seniority upon return to work.

G. Refusing recall or failing to report to work within fifteen (15) calendar days from the date the Employer sends the Employee a recall notice.

## ARTICLE XIV

### LAYOFF AND RECALL

#### 14.01 Lay-Offs

Lay-offs shall be according to Chapter 124 of the Ohio Revised Code. All appeals resulting from lay-off pursuant to 124, shall be appealed pursuant to 124; except that seniority shall be determined according to Article XIV of this agreement.

#### 14.02 Recall

A laid off Employee must notify the Employer of his/her intention to return to work within ten (10) calendar days from the date the Employer sends the Employee a recall notice by certified mail or he/she will be removed from the recall list. The Employer may at its discretion, require the Employee to return to work within fifteen (15) calendar days from the date the notice sent. Recall rights shall supersede the provisions of this Article.

## ARTICLE XV COMPENSATION

15.01 Effective January 1, 2010, all Employees shall be paid at their 2009 salary with no step movement.

15.02 Effective at the beginning of the first full payroll period subsequent to January 1, 2011, all Employees shall have their Salary Schedule increased by one and one half (1.5%) percent, and all non-probationary Employees shall be moved to the next step on their respective salary schedule, where available.

15.03 Effective at the beginning of the first full payroll period subsequent to January 1, 2012, all Employees shall have their Salary Schedule increased by one (1%) percent, and all non-probationary Employees shall be moved to the next step on their respective salary schedule, where available.

15.04 The Employer shall have the right to hire new Employees at a rate of pay greater than step 1 rate of pay.

15.05 Longevity Lump Sum Pay

All Employees who are on the top step of the salary schedule shall receive an annual longevity payment pursuant to the following schedule:

<u>Years of accumulated and completed Service as of January 1<sup>st</sup> of each year</u>	<u>Amount of Lump Sum Payment</u>
5	\$ 300.00
10	\$ 550.00
15	\$ 800.00
20	\$1,050.00
25	\$1,300.00

No payments shall be paid under this schedule during 2010.

15.06 Payment shall be made by the Employer in one annual installment between the third week of November and the second week of December in each year. Each Employee must have reached his/her complete years of service by January 1, of the calendar year in which the longevity payment is received to receive credit for a full year of service. Each Employee must be a current Employee at the time the longevity check is issued to receive a longevity payment.

15.07 Case Mangers that assume on-call responsibility will be compensated at the rate of \$100.00 per week, except for the two (2) weeks over Winter break and one (1) week of Spring break when the stipend shall be one hundred and twenty-five (\$125.00) dollars per week. Partial weeks of on-call duty will be pro-rated accordingly. Employees that are not available for work due to illness or injury will not be eligible to receive on-call compensation.

15.08 Vacation Conversion

Full-time Employees with three (3) years of continuous service with the Medina County Board of MR/DD as of January 1<sup>st</sup> of the current year are eligible for an accelerated leave purchase program. Employees who have accumulated vacations may convert up to one (1) year of vacation accrual annually at 100% of the Employee's current hourly rate.

- In order to be eligible for vacation conversion the Employee must:
4. Have completed three (3) years of continuous full time service with the Medina

County Board of MR/DD as of January 1<sup>st</sup> of the year which the conversion is to be paid;

5. Be on active pay status as of date of the conversion payment;
6. Submit a budget request to the personnel department prior to July 15<sup>th</sup> of the year preceding the payment;
7. Complete an Application for Vacation Conversion and submit to the administrative office by December 1<sup>st</sup> of the year to be paid, and;
8. May only convert vacation accrual in excess of a ten (10) day reserve.

Vacation conversion is based upon the vacation balance as of the end of the 24<sup>th</sup> pay period of the calendar year. Actual payment of the vacation conversion will be made on the 26<sup>th</sup> pay period of the calendar year and will be subject to all normal payroll deductions (i.e., payroll taxes, retirement, etc.). Conversion of vacation will reduce the Employee's vacation balance.

In November, eligible Employees will receive notice of their vacation leave conversion option. Employees may elect to receive all or part of their annual conversion authorization or carry their vacation balance forward. Cash conversion will be made only for those completing the conversion request form and the budget request by the deadlines indicated.

#### 15.09 Sick Leave Conversion - Annual

Full-time Employees who have accumulated a balance of at least three year's seniority may convert sick leave in excess of a thirty (30) day accrual reserve. Annually, they may convert up to the total amount they are eligible to accrue during a calendar year based upon their regular work schedule.

In order to be eligible for sick leave conversion, the Employee must:

1. have completed three (3) years of continuous full time service with the Medina County Board of DD as of January 1<sup>st</sup> of the year which the conversion is to be paid;
2. be on active pay status as of the date of the conversion payment;
3. submit a budget request to the personnel department prior to July 15<sup>th</sup> of the year preceding the payment and;
4. complete an Application for Sick Conversion and submit to the administrative office by December 1<sup>st</sup> of the year to be paid.
5. Beginning January 1, 2010 each Employee will be entitled to convert sick leave, a maximum of three (3) times during the term of his/her employment with the Board

Sick leave conversion is based upon the sick leave balance as of the end of the 24<sup>th</sup> pay of the calendar year. Sick leave will be converted at the following rate;

Years of Ohio Service	Percent
5 years to 9 years	25%
10 years to 14 years	30%
15 years to 20 years	40%
20 years or more	50%

Actual payment of the sick leave conversion will be made on the 26<sup>th</sup> pay period of the calendar year and will be subject to all normal payroll deductions (i.e., payroll taxes and retirement). Conversion of sick leave will reduce the Employee's sick leave balance.

In November, eligible Employees will receive notice of their sick leave conversion option. Employees may elect to receive all or part of their annual conversion authorization or carry their sick leave balance forward. Cash conversion will be made only for those completing the conversion request form and the budget request by the deadlines indicated.

15.09 At the discretion of the Employer an Employee who either: (a) files for retirement benefits under the state retirement system and continues working with no break in service; or (b) files retirement benefits under the state retirement system and has a break in service not to exceed 60 days; may remain employed by the Employer. Such employment shall be at a salary mutually agreed upon but not less than mid step of the Employee's pay scale at the time of retirement. The Employee will be eligible for step movement according to the collective bargaining agreement. The Employee shall continue at their existing benefit levels, excluding health care unless otherwise mutually agreed upon by the Employer and Employee. The Employer shall reimburse the Employee for the state retirement system health care premium less any deduction other Employee's are paying in premium contributions for the Employer's health care plan.

15.10 Effective January 1, 2010, educational movement on salary scales is subject to course pre-approval at the sole discretion of the Superintendent. Only coursework taken at a post-baccalaureate level will be considered..

## ARTICLE XVI INSURANCES

16.01 For each full-time Employee, the Employer shall continue to pay either the premium for the individual plan or pay the premium for the family plan, as appropriate, which includes medical, hospitalization, dental, life, and prescription coverage, provided however that each Employee shall pay, through payroll deduction, a monthly premium equal to all other organized Employees of the Employer.

16.02 Effective January 1, 1993, part-time Employees who a regularly scheduled to work twenty (20) hours or more per week, shall have a portion of the premium paid that is prorated according to the number of hours the Employee works per week in comparison to a forty (40) hour week. (e.g. 30 hours averaged (75%)). Prorated calculations shall be made quarterly (3 months) commencing on September 1st of each year and shall set the contribution for the next quarter. Employees regularly scheduled to work less than twenty (20) hours per week shall receive no contribution toward the premium by the Employer.

16.03 It is understood that the existing plan is a county-wide plan which is subject to revision through collective bargaining with several unions. If proposals are made to change the plan, either the Union or the Employer will advise the other upon receiving knowledge of such proposals. In the event either party does not agree to the changes, a joint committee shall be formed. The Employer shall appoint two (2) members and the Union shall appoint two (2) members. The committee will have sixty (60) calendar days to provide up to three (3) insurance options to the Employer. The Employer may select one of the options, which may include the existing plan with the proposed changes. The cost for the optional plans cannot exceed the then existing cost of the plan if it were to continue in effect, without the approval of the Employer.

## ARTICLE XVII HOLIDAYS

17.01 The holidays listed below, observed when Employees are absent on vacation, are not charged against vacation leave.

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

17.02 All Employees shall receive the above listed paid holidays throughout the year so long as they are on active pay status. Employees are paid for holidays which occur during their working period.

17.03 Any Employee required to work on any of the holidays listed in .01 above shall be compensated at one-and one-half (1-1/2) times the Employee's straight time rate in addition to the holiday earnings.

17.04 In order for an Employee to receive any of the above paid holidays, the Employee must actually work the Employee's last scheduled work day before the holiday and the Employee's first scheduled work day after the holiday. In the event an Employee calls off sick on either of the above days, the Employee must submit a physician's report attesting to the Employee's illness.

17.05 Paragraph 17.04 above, shall only become effective on the next succeeding holiday after a holiday on which more than two (2) bargaining unit Employees call off on an unscheduled absence the last work day before the holiday or the first work day after the holiday. In the event paragraph 17.04 becomes effective pursuant to this paragraph, it will remain in effect for twelve (12) months. After such twelve (12) months, paragraph 17.04 shall no longer be in effect until more than five (5) bargaining unit Employees call off on an unscheduled absence the last work day before a holiday or the first work day after a holiday. At that time, 17.04 shall, again, become effective.

ARTICLE XVIII  
VACATIONS

18.01 All twelve (12) month Employees regularly scheduled to work twenty (20) or more hours per week shall be eligible for a vacation with full pay on the basis of completed hours of work after twelve (12) months of employment pursuant to the following schedule.

<u>Years of Service</u>	<u>Length of Vacation</u>	<u>Hours of Pay</u>
1-7	2 weeks	80
8-14	3 weeks	120
15-24	4 weeks	160
25+ over	5 weeks	200

18.02 Rate of Accumulation

Such Employees earn and accumulate vacation time at the rate of 3.1 hours each bi-weekly period for those entitled to 80 hours per year; 4.6 hours each bi-weekly period for those entitled to 120 hours per year; 6.2 hours each bi-weekly period for those entitled to 160 hours per year and 7.7 hours each bi-weekly period for those entitled to 200 hours per year. Days specified as holidays shall not be charged to an Employee's vacation leave. Vacation accumulation rates shall be prorated for those Employees working less than forty (40) hours per week.

18.03 Vacation leave shall be taken by the Employee during the year in which it is accrued and prior to the next reoccurrence of the anniversary date of employment. An Employee may accumulate and carry over vacation leave to the following year. No vacation leave shall be carried over for more than three years.

#### 18.04 Credit at Separation

All Board Employees are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave for the current year at the time of separation, and in addition, shall be compensated for any unused vacation leave accumulated for the three (3) years immediately preceding the last anniversary date of employment.

#### 18.05 Unpaid Vacation

All twelve (12) month Employees regularly scheduled to work less than twenty (20) hours per week shall be allowed to take an annual unpaid vacation pursuant to the time lengths provided in paragraph 18.01.

Scheduling of unpaid vacation shall be subject to the same requirements as the scheduling of paid vacation.

### ARTICLE XIX SICK LEAVE

19.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or pregnancy of the Employee; 2) exposure by the Employee to a contagious disease communicable to other Employees; and/or 3) serious illness, injury or death in the Employee's immediate family.

19.02 All Employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

19.03 An Employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore as soon as possible before the start of his work shift each day he is to be absent. Employees must submit a written request for vacation leave not less than twenty-four (24) hours in advance of the day requested, except in an emergency, and must obtain supervisory approval prior to the utilization of the vacation time.

19.04 Sick leave may be used in segments of not less than one (1) hour for the first hour, then in additional segments of one quarter hour thereafter.

19.05 Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death, or may require the Employee to be

examined by a physician designated by the Superintendent and paid by the Employer. In any event, an Employee absent for more than two (2) work days must supply a physician's report to be eligible for paid sick leave, upon the Superintendent's request.

19.06 If an Employee fails to submit adequate proof of illness, injury or death upon request pursuant to .05, or in the event that upon such proof as is submitted or upon the report of medical examination, the Superintendent, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the Employee's absence, such leave may, at the Superintendent's discretion, be considered an unauthorized leave and shall be without pay.

19.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

19.08 The Superintendent may require an Employee who has been absent due to personal illness or injury, prior to and as a condition of the Employee's return to duty, to be examined by a physician designated and paid by the Employer, to establish that the Employee is not disabled from the performance of the Employee's duties and that the Employee's return to duty will not jeopardize the health and safety of other Employees.

19.09 When the use of sick leave is due to illness, injury or death in the immediate family, "immediate family" shall be defined to only include the Employee's spouse, children, parents, grandparents, siblings, father and mother-in-law, siblings-in-law, daughter and son-in-law, legal guardian or step parent.

19.10 Upon the retirement of an Employee who has not less than five (5) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public Employee retirement system, such Employee shall be entitled to receive a cash payment equal to the Employee's daily rate of pay at the time of retirement the number of accumulated but unused sick time earned by the Employee, pursuant to the following schedule. However, such resulting amount of sick time to be paid shall not exceed thirty (30) days for Employees who were hired after December 31, 1989.

<u>Years of Ohio Service</u>	<u>Percent</u>
5 years to 9 years	25%
10 years to 14 years	30%
15 years to 20 years	40%
20 years or more	50%

19.11 Any Ohio retirement system credited years of service shall be utilized in determining the percentage level of sick leave payment. The Employee may choose payment either upon permanent retirement and receiving retirement system benefits and leaving employment or upon separation of employment after retiring and subsequently working for the Employer, but not both times. Should the Employee cash out sick leave upon retirement, the Employees balance is exhausted and the Employee shall not be eligible for any future sick cash out upon separation.

## ARTICLE XX PERSONAL DAYS

20.01 Three (3) personal days per year shall be granted to full-time Employees for emergencies, religious holidays, or personal business which cannot be conducted outside the regular working hours.

20.02 Personal days are not accumulative. Their use must be approved by the Employee's immediate supervisor. Personal leave may be used in segments of not less than one-half day.

20.03 Request for personal leave shall be made on the prescribed forms. Staff members shall verify the use of personal leave by submission of the Request for Leave form to the Personnel Manager.

20.04 Except in emergencies, personal leave requests shall be submitted to the Employee's supervisor for consideration five (5) working days in advance of the date requested.

20.05 In November, eligible Employees will receive notice of their personal day payment option. Cash conversion will be made only for those completing the request form by the deadlines indicated. Personal days not used will be paid on the last pay period of the calendar year, provided the Employee is still on active payroll and has submitted the request.

## ARTICLE XXI COURT APPEARANCE AND JURY DUTY

21.01 Right to Leave - Any Employee who is required to appear as a witness by Court Subpoena to testify on behalf of the Employer, or any matter where the Employer is a party, will be granted paid release time.

21.02 Notice of Intent to Use Leave - An Employee receiving a Subpoena and desiring to use court leave shall notify their immediate supervisor as far in advance as possible.

21.03 Jury Leave

a. Right to Leave - An Employee required by law to report for jury duty shall be granted jury leave for the duration of such duty.

b. Notice of Intent to Use Leave - An Employee receiving notice to appear for jury duty and desiring to use jury leave shall notify their immediate supervisor as far in advance of the absence as possible.

21.04 The Employee shall surrender to the Employer any and all fees paid to the Employee, less any appropriate expenses.

ARTICLE XXII  
INJURY LEAVE

22.01 When an Employee is injured while actually engaged in the performance of assigned job duties for the Employer, he/she shall be eligible for a paid leave not to exceed thirty (30) calendar days per incident. There will be a three (3) working day waiting period before this provision applies, in which the Employee may use sick leave. If the Employee receives Workers Compensation Benefits during the period of injury, the benefits shall be paid to the Employer and any sick days used during the waiting period shall be restored to the Employee to the percentage that Workers Compensation reimbursed the Employer.

22.02 If at the end of this thirty (30) calendar day period, the Employee is still disabled, the leave may, at the Employer's sole discretion, be extended for additional thirty (30) calendar day periods, or parts thereof.

22.03 The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the Employee is unable to work due to the injury as a condition precedent to the Employee receiving any benefits under this article. The designated physician's opinion shall govern whether the Employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave or if the injury was duty related. If there is a conflict between the Employee's and Employer's physicians, a third physician shall be consulted whose opinion shall govern. This third physician shall be selected by a mutual agreement between the Employer and the Employee, who shall share the costs equally.

22.04 Reimbursement for Loss

The Board shall reimburse the actual cost of damage or destruction of clothing, eye glasses, hearing aides and dentures while the Employee was actually working for

the Employer and files same immediately, whether or not there is injury. Such claims shall not exceed \$300 annually. The request for reimbursement must be reviewed and approved by the Superintendent or his/her designee.

### ARTICLE XXIII PARENTAL LEAVE

23.01 Any Employee who becomes pregnant or adopts an infant shall, upon request made to the Superintendent, be granted an unpaid leave from work, for a period not to exceed twelve weeks, for maternity purposes. The date of departure from and the date of return to work shall be selected by the Employee and the Employee shall notify the Superintendent of these dates as far in advance as is practicable. The Employee, will utilize all of accrued sick, vacation, and personal leave for maternity purposes; after accrued sick, vacation and personal leave are exhausted, the Employee may be placed on maternity leave of absence without pay for a period not to exceed twelve (12) months, in total. Fathers may use up to (5) days of sick leave upon the birth of their child.

23.02 An Employee on an unpaid maternity leave does not earn sick leave or vacation leave nor is entitled to any holiday pay. An Employee on an unpaid maternity leave must pay the full premium cost for health insurance in order to keep the coverage in effect during the leave. The Employee's time in service will exclude the time spent on the unpaid maternity leave.

### ARTICLE XXIV DISABILITY LEAVE

24.01 Leave Due to Illness - An Employee with more than two (2) years seniority may be granted an unpaid illness or disability leave up to one (1) year. If an Employee requests a leave of absence because of illness or disability, the request to the Superintendent shall be accompanied by a physician's recommendation.

#### 24.02 Conditions Related to Leaves of Absence

a. Status While on Unpaid Leave - An Employee while on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, although unpaid, is to be counted in determining length of service for purpose of extended vacation or other purposes where the longevity is a factor. Seniority credit will be earned for time on such disability leave upon return to work.

b. Return to Duty from Leave - Upon completion of a leave of absence, the Employee is to be returned to the position which he/she formerly occupied, or to a similar position within the same classification.

c. Agency Property – Prior to commencement of an approved leave of absence, Employees are required to return all agency property including but not limited to keys, computers, pagers, and name badges in accordance with agency procedures. In the event that the leave of absence is promulgated by an emergency situation, all property must be returned within seven (7) calendar days of the first day of leave.

## ARTICLE XXV MILITARY LEAVE

25.01 A military leave of absence shall be granted to an Employee in either the classified or unclassified service, subject to the provisions of the Ohio Revised Code. Following military leave of absence, Employees shall be returned to their positions regardless of civil service status or the existence of an eligibility list and may not be removed, except for cause, for a period of one year.

## ARTICLE XXVI UNPAID LEAVES OF ABSENCE

26.01 Personal Reasons - An unpaid leave of absence may at the Employer's discretion, be granted for a maximum duration of one (1) year for personal reasons to an Employee with more than 3 years seniority.

26.02 Educational Reasons - An unpaid leave may at the Employer's discretion, be granted 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 governmentally sponsored program of public benefit. An additional year may be granted upon request at the Employer discretion.

26.03 Return to Duty from Leave - Upon completion of a leave of absence, the Employee is to be returned to the position which he/she formerly occupied, or to a similar position within the same classification. Seniority shall not accrue during unpaid leaves of more than thirty (30) working days for personal or educational reasons, but seniority earned prior to the leave will remain in force.

26.04 Policy on Staff Development - The Board encourages personnel to participate in staff development activities such as staff meeting, courses, workshops, clinics, local area meetings and observation of other programs, to the extent that such activities do not interfere with the operating needs of the program. Records concerning Employee participation in staff development activities shall be maintained in the personnel office of the Board. Professional staff may be granted up to two (2) days per year to attend relevant training meetings or to visit other programs, as approved by the Superintendent.

ARTICLE XXVII  
OBLIGATION TO NEGOTIATE

27.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

27.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

27.03 Only upon mutual agreement of the parties may any provision of this Agreement be modified or renegotiated during its term.

ARTICLE XXVIII  
NEGOTIATIONS PROCEDURE

28.01 Purpose

The purpose of this Article is to provide a procedure by which the Employer and the Union can bargain collectively pursuant to Chapter 4117 O.R.C.

28.02 Definitions

A. Collective Bargaining

“To bargain collectively” means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its Employees to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

B. Day

“Day” means calendar day unless specifically specified otherwise herein.

#### C. Tentative Agreement

“Tentative Agreement” shall mean an agreement reached by the representatives of the Union and Employer subject to ratification by the parties.

### 28.03 Relevant Data

Upon written request, the Employer shall provide the Union with such information concerning matters being discussed which it has and which is considered public record. This information shall include, but not be limited to, complete and accurate financial reports, individual and group insurance premiums and experience figures. Upon written request, the Union shall provide the Employer with available information concerning matters being discussed.

### 28.04 Caucus

Either negotiating team, upon giving notice to the other team may go into caucus at any time during the negotiation session. For caucusing, a separate private room will be provided. The other team shall be advised of the expected length of the caucus.

### 28.05 Procedure

By mutual agreement, the parties may amend the procedures in this section.

#### A. Beginning Negotiations

Either party may initiate negotiations by submitting a written request to open discussions, by certified mail, upon the other party between October 1<sup>st</sup> and November 1<sup>st</sup> of the year in which the contract expires. Such a request by the Union shall be submitted to the Superintendent. Such a request by the Employer shall be submitted to the Union President. It is the intent of the parties that discussions commence within two (2) weeks of the receipt of a written request by either party. However, such discussion shall commence not later than the second Monday in October of the applicable year.

#### B. Conducting Negotiations

##### 1. Teams

The Union shall select its members and the Employer shall select its team members. Neither party shall select a member of the other party as a member of its team.

##### 2. Sessions

Sessions will be scheduled by the mutual agreement of the parties. At the first meeting, the parties will attempt to establish dates and times for weekly sessions for the duration of the negotiation period. Otherwise, sessions will be scheduled by mutual

agreement on an as-needed basis. If further meeting time is required following adjournment, nothing herein shall limit the parties from mutually consenting to schedule a limited agenda meeting immediately following the regularly scheduled meeting.

### 3. Proposals

Once the proposals to be discussed are established, no additional items shall be added except by the mutual consent of the parties.

### 4. Written Proposal/Material

All written proposals or material shall be submitted in sufficient quantity to provide copies for each member of the other party's bargaining team.

### 5. Meeting Notes

No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.

### 6. News Media

No press releases, or dissemination of information to the general public will be made without the approval of the other party until an impasse is reached.

## C. Agreement

1. When appropriate, sections of articles agreed to by the parties will be reduced to writing, duplicated, dated and initialed by the parties as a tentative agreement on the complete article.

2. It is understood that such tentative agreements are not finally resolved, nor shall they be binding on either party, until such time as total agreement is reached on the entire agreement.

3. After final tentative agreement is reached on all articles, the two (2) negotiating teams shall submit the agreement to their respective constituencies for ratification.

4. Should either party reject such tentative agreement, they shall notify the other party.

5. The agreement shall be binding on all parties upon the ratification of the agreement by both parties.

## D. Disagreement

1. The parties agree to discuss all issues in good faith in an effort to resolve them within forty-five (45) calendar days of the onset of the first session, unless extended by mutual agreement. In the event agreement on all items is not reached or either party rejects a tentative agreement, either or both parties may declare impasse and utilize the

impasse procedure.

2. The parties agree to utilize the impasse procedure set forth in Chapter 4117 O.R.C. unless mutually agreed otherwise. Should the parties agree to utilize an alternate impasse procedure, such alternate procedure shall be reduced to writing and filed with the State Employment Relations Board (SERB).

#### ARTICLE XXIX CONFORMITY TO LAW

29.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

29.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

29.03 In the event any provision is thus rendered invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) calendar days.

#### ARTICLE XXX CONTRACT COPIES

30.01 The Employer shall supply copies of this Agreement to all Employees. Such copies shall have a cover and the costs for same shall be shared equally between the Employer and AFSCME.

#### ARTICLE XXXI DISCIPLINARY PROCEDURE

31.01 This procedure and all accompanying rights shall apply to all non-probationary Employees covered by this Agreement.

31.02 An Employee shall be entitled to representation by an AFSCME representative at each step of the disciplinary process.

31.03 AFSCME on behalf of all the Employees covered by this Agreement and its own behalf hereby waives any and all rights previously possessed by such Employees to

appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.

31.04 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An Employee executing a settlement shall be notified of the right to have a representative or an attorney as a representative or to decline any such representation. A settlement entered into by an Employee shall be final and binding on all parties. AFSCME shall be notified of all settlements.

31.05 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the Employee shall contain a reference to dates, times and places, if possible.

31.06 An Employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

31.07 An Employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the Employee's employment shall be terminated.

31.08 Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, holidays as provided for in this Agreement, or Christmas and Spring break.

31.09 No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least 10 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

#### 31.10 Process and Timelines

**Step 1** The Superintendent or designee is first encouraged to settle disciplinary matters informally through good faith efforts on each side. The specific nature of the matter will be addressed, and the Superintendent or designee may offer a proposed disciplinary penalty. If no informal meeting is held, the Superintendent or designee may just prepare a Notice of Discipline and present it to the Employee. The Employee must be advised before meeting that she/he is entitled to representation by AFSCME during the initial discussion.

**Step 2** If a mutually agreeable settlement is not reached at this informal meeting, if held, the Superintendent or designee, will, within ten (10) working days, prepare a formal Notice of Discipline and present it to AFSCME and the Employee personally or

by registered or certified mail, return receipt requested. The notice served on the Employee shall include contain reference to dates, times and places, if possible, and shall be accompanied by a statement of Employee Rights as outlined in Article 32.02.

**Step 3** Within five (5) working days of receipt of the Notice of Discipline, the Employee may choose to accept the proposed discipline or to appeal by filing a written appeal with the Superintendent including reasons for the appeal. Failure to submit an appeal within five (5) working days shall be construed as an agreement to the disciplinary action by the effected Employee and AFSCME. All subsequent appeal rights shall be deemed waived.

**Step 4** If an appeal to the discipline is filed, the Superintendent shall convene a hearing with the Employee and representative, if he/she requests one, within ten (10) days of receipt of the appeal. The Superintendent or designee shall issue a written decision to the Employee and AFSCME within ten (10) days from the date of the hearing. The penalty may be implemented concurrent to the decision or any time subsequent to the decision at step four (4).

**Step 5** Within thirty (30) days of receipt of the Superintendent's decision, to appeal the decision pursuant to the Arbitration Procedure, except that that disciplinary actions consisting of verbal or written reprimands are not appealable to arbitration.

**Step 6** Disciplinary actions consisting of verbal or written reprimands are not arbitrable. Disciplinary actions consisting of verbal or written reprimands, after the Superintendent's level of the Grievance Procedure, if the Employee is dissatisfied with the Superintendent's decision, may within thirty (30) working days of the decision be submitted to mediation administered by the (Federal Mediation and Conciliation Service) FMCS. Such mediation shall be held within 15 working days of the appeal. If the FMCS is unavailable within this time period, the appeal may be referred to an Employer appointed pre-deprivation hearing officer; who will render a decision on the appeal.

### **31.11 Implementation of Discipline**

- A. An Employee may be suspended with pay at any time during the process. A suspension without pay may be imposed concurrent with or subsequent to the decision at the Superintendent level of the Disciplinary Process.
- B. Discipline shall not be implemented until either:
  - 1. the matter is settled, or

2. the Employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator  
consistent with the provisions of 32.10, step four (4)

### **31.13 RETENTION OF RECORDS**

A. All documents memorializing disciplinary actions of written reprimands, suspensions and terminations shall be kept in the respective Employee's personnel file. Disciplinary records shall become null and void and not used in any subsequent disciplinary actions in accordance with the following schedule:

- 1 Records of verbal counseling or verbal warnings shall EXPIRE after one (1) year, providing there is no intervening disciplinary action during such time period;
- 2 Records of written reprimands shall EXPIRE after two (2) years, providing there is no intervening disciplinary action during such time period;
- 3 Records of disciplinary action resulting in the loss of three (3) days pay or less, shall EXPIRE after three (3) years providing there is no intervening disciplinary action during such time period;
- 4 Records of disciplinary action resulting in the loss of four (4) or five (5) days pay, shall expire after five (5) years, providing there is no intervening disciplinary action during such time period;
5. Records of disciplinary action resulting in the loss of more than five (5) days pay, shall not become null and void and may be used in subsequent disciplinary actions without limitation..

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Superintendent (Employer) proposes to take the following disciplinary action against you:

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You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights. Please refer to article 31 of the Collective Bargaining Agreement for detailed information of Employees' rights and responsibilities in regards to disciplinary action

\_\_\_\_\_  
SUPERINTENDENT



ARTICLE XXXII  
GRIEVANCE PROCEDURE

32.01 Every Employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a Union representative at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

32.02 No records or documents concerning any grievances filed by an Employee shall be placed in the respective Employee's personnel file, except for records or documents implementing disciplinary actions when the Employer's actions were modified. Records or documents concerning grievances not placed in an Employee's personnel file shall be placed in a separate file.

32.03 For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provisions of this Agreement.

b) Grievant – The "grievant" shall be defined as only any Employee or group of Employees within the bargaining unit actually filing a grievance or AFSCME.

c) Party in Interest - A "party in interest" shall be defined as any Employee of the Employer named in the grievance who is not the grievant.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, holidays as provided for in this Agreement, or Christmas and Spring break.

32.04 The following procedures shall apply to the administration of all grievances filed under this procedure.

a) Except at Step 1 all grievances shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

b) Except at Step 1, all decisions shall be rendered in writing at each step of

the grievance procedure. Each decision shall be transmitted to the grievant and Union representative.

c) If a grievance affects a group of Employees working in different locations, with different supervisors or associated with an Employer-wide controversy, it may be submitted at Step 3.

d) The preparation and processing of grievances shall be conducted during non-working hours, unless mutually agreed otherwise.

e) Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of AFSCME, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or Union in future proceedings.

f) The grievant may have Union representation at any step of the Grievance Procedure.

g) The existence of this Grievance Procedure, here-by established, shall not be deemed to require any Employee to pursue the remedies herein provided and shall not impair or limit the right of any Employee to pursue any other remedies available under law, except that any Employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waive and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

32.05 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

STEP 1: Informal Level

An Employee who believes he may have a grievance shall notify his immediate

supervisor of the possible grievance within fifteen (15) working days of knowledge of the occurrence of the facts giving rise to the grievance. The Department Head will hold an informal meeting with the Employee within five (5) working days of the date of the notice by the Employee. The Supervisor and the Employee, will discuss the issues in dispute with the objective of resolving the matter informally.

STEP 2: Supervisor's Level

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Employee's Supervisor within five (5) working days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than seven (7) working days from the date of the meeting if the Supervisor fails to give the Employee an answer. The Supervisor shall give his/her written answer within five (5) working days of the meeting.

Step 3: Superintendents Level

If the grievant initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Superintendent within five (5) working days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Superintendent shall convene a meeting within ten (10) working days of the receipt of the appeal. The hearing will be held with the grievant and representative, if he/she requests one. The Superintendent shall issue a written decision to the Union and a copy to the Employee, if the Employees requests one, within ten (10) working days from the date of the hearing.

32.06 Grievance Mediation

- G. All grievances not settled at Step 3 may be mediated prior to being referred to arbitration provided the parties mutually agree that the case should be mediated.
- B. A request for mediation must be made within five (5) calendar days of the receipt of the step three decision, unless both parties agree to extend that time.
- C. The grievant shall have the right to be present at the mediation conference.
- D. Each party shall have one principal spokesperson at the mediation conference; however, discussion shall not be limited to that individual.
- E. The representative of the parties may, but are not required, to present the mediator with a brief written statement of the facts, the issue, and the

arguments in support of their positions. If such a statement is not presented in written form it shall be presented orally at the beginning of the mediation conference.

- F. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference.
- G. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at Step 2 or 3 in the grievance procedure. The rules of evidence will not apply, and no record of the mediation conference shall be made. The parties may mutually agree to refer the issue back to Step 3 of the grievance procedure if facts or testimonies are presented for the first time which may be important to the potential outcome of the case.
- H. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- I. The mediator may provide either party with an oral advisory opinion if requested.
- J. The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties agree otherwise.
- K. If no settlement is reached at mediation, the parties are free to arbitrate. If they do so, arbitration must be requested within fifteen (15) calendar days of the mediation conference.
- L. Nothing said or done by the mediator may be referred to in arbitration. Neither party may refer in arbitration to any compromise offer made in mediation. Arbitration is to proceed as if the grievance has not been submitted to a mediation procedure.
- M. Mediation conferences will take place at a location that is mutually agreeable to the parties and the mediator.

Request to secure the services of a mediator may be made to the Federal Mediation and Conciliation Services, or other mutually agreed upon third party.

#### ARTICLE XXXIII ARBITRATION PROCEDURE

33.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within thirty (30) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one name remains who shall be designated the arbitrator to hear the grievance in question. The parties shall alternate the first strike.

33.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

33.03 The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

33.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

33.05 The grievant, and all Employees testifying as witnesses in an arbitration hearing shall be provided release time (no loss of pay) necessary to attend the hearing. When a witness has completed his/her testimony in an arbitration hearing he/she shall be released and, if practical, shall report back to work.

33.06 The fees and expenses of the arbitrator and cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a split award, the parties shall split the fees and expenses of the arbitrator.

33.07 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

33.08 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Rob Stein; 2) James Mancini; 3) Dennis Byrne; 4) Harry Graham; 5) Dennis Minni.

33.09 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any

determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XXXIV  
TOTAL AGREEMENT

34.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon advance notice to AFSCME.

ARTICLE XXXV  
DURATION

35.01 This Agreement shall become effective pursuant to its terms upon execution and shall remain in full force and effect until midnight, December 31, 2012

ARTICLE XXXVI  
EXECUTION

36.01 IN WITNESS WHEREOF, the parties hereby to have caused this Agreement to be duly executed on May 12, 2011.

FOR AFSCME:

American Federation of State, County  
and Municipal Employees, Ohio Council  
8, Local 2868, AFL-CIO



Stevan Pickard  
Staff Representative



President, Local 2868  
Tobie Murat



Negotiating Team Member



Negotiating Team Member

FOR THE EMPLOYER:

Medina County Board of  
Developmental Disabilities



Dr. Greg LaForme, Superintendent



Diana Davis, HR Manager

## EXHIBIT "A"

### Salary Schedule Effective 2010, 2011, 2012

#### Case Manager

##### Degree: Bachelors

Steps	2010	2011	2012
1	36,652	37,202	37,574
2	38,627	39,206	39,599
3	40,602	41,211	41,623
4	42,577	43,216	43,648
5	44,552	45,221	45,673
6	46,527	47,225	47,698
7	48,502	49,230	49,722
8	50,478	51,235	51,747
9	52,453	53,239	53,772
10	54,428	55,244	55,797
11	56,403	57,249	57,821
12	58,378	59,254	59,846
13	60,353	61,258	61,871
14	62,328	63,263	63,896

##### Degree: Bachelors + 24

Steps	2010	2011	2012
1	39,476	40,068	40,469
2	41,803	42,430	42,854
3	44,129	44,791	45,239
4	46,456	47,152	47,624
5	48,782	49,514	50,009
6	51,109	51,875	52,394
7	53,435	54,237	54,779
8	55,762	56,598	57,164
9	58,088	58,960	59,549
10	60,415	61,321	61,934
11	62,741	63,683	64,319
12	65,068	66,044	66,704
13	67,394	68,405	69,089
14	69,721	70,767	71,474

##### Degree: Bachelors + 12

Steps	2010	2011	2012
1	38,157	38,729	39,117
2	40,327	40,932	41,341
3	42,497	43,134	43,565
4	44,667	45,337	45,790
5	46,836	47,539	48,014
6	49,006	49,741	50,239
7	51,176	51,944	52,463
8	53,346	54,146	54,688
9	55,516	56,349	56,912
10	57,686	58,551	59,136
11	59,855	60,753	61,361
12	62,025	62,956	63,585
13	64,195	65,158	65,810
14	66,365	67,360	68,034

##### Degree: Masters

Steps	2010	2011	2012
1	40,721	41,332	41,745
2	43,163	43,811	44,249
3	45,606	46,290	46,753
4	48,048	48,769	49,256
5	50,490	51,248	51,760
6	52,933	53,727	54,264
7	55,375	56,205	56,768
8	57,817	58,684	59,271
9	60,259	61,163	61,775
10	62,702	63,642	64,279
11	65,144	66,121	66,782
12	67,586	68,600	69,286
13	70,029	71,079	71,790
14	72,471	73,558	74,294

**PROFESSIONAL Salary Schedule**  
**Effective 2010, 2011, 2012**

**Case Manager**

**Degree: Bachelors**

Steps	2010	2011	2012
1	36,652	37,202	37,574
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**Degree: Masters**

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