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COLLECTIVE BARGAINING AGREEMENT

Between the

STARK COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

And the

STARK COUNTY MR/DD SUPPORT STAFF ASSOCIATION

STATE EMPLOYMENT RELATIONS BOARD
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PREAMBLE / PURPOSE

This Agreement, entered into by the Stark County Board of Developmental Disabilities, hereinafter referred to as the "Employer" or the "Board", and the OEA/Stark County MR/DD Support Staff Association, hereinafter referred to as the "Association" or "SC MR/DD SSA" has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; "and to set forth the understanding and agreements" between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE I - RECOGNITION

SECTION 1. The Stark County Board of DD hereinafter referred to as "Employer" or "Board" recognizes the OEA/Stark County MR/DD Support Staff Association hereinafter referred to as "Association" or "SC MR/DD SSA" as the sole and exclusive representative for those employees included in the bargaining unit. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time and part-time or temporarily (interim) in excess of thirty (30) days by the Employer in the classifications hereinafter listed:

Accounting Clerk
Assistant Cook
Bus Driver
Bus Rider
Clerk
Custodian
Fixture Maker

Food Service Worker
Head Cook
Maintenance Worker
Mechanic
Truck Driver
Vehicle Operator/CWE/SE/

SECTION 2. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.

SECTION 3. Notwithstanding the provisions of this Article, confidential, management, fiduciary, supervisory, seasonal, casual and students whose primary purpose is educational training, or who work as part-time employees less than fifty (50) percent of the scheduled work year shall be excluded from the bargaining unit.

SECTION 4. Should the Employer create a new position similar to those currently in the unit, the Employer shall meet with the Association to discuss the inclusion of the new position in the bargaining unit. If the parties are unable to agree on the bargaining unit status of the position, the issue may be appealed, to the State Employment Relations Board.

SECTION 5. Temporary (interim) employees are those employees hired to fill a vacancy created as a result of a full or part time employee taking a leave of absence as provided for in Article XXI or an employee who has been given a temporary assignment as provided in Article XII Section 3.

It is understood that temporary (interim) employees are not entitled to all the same benefits that permanent employees received under this contract. Specifically, the only benefits to which temporary (interim) employees are entitled are salary (zero step), sick leave and applicable holidays. When

the temporary (interim) position exceeds twelve (12) months, the temporary (interim) employee becomes eligible for all benefits of the permanent position.

Temporary (interim) employees shall not be granted prior service credit or any other form of seniority rights for time served in the temporary position, but will be considered to have internal work experience when applying for a posted vacancy pursuant to Article XII.

Temporary (interim) employee's employment shall either be terminated or shall be converted to an intermittent substitute at the end of the specified period of assignment. The temporary employee has no removal or lay off rights under this Agreement if his/her employment is terminated. Nothing in this Article prohibits the Employer from hiring a Temporary (interim) employee as a full or part time employee.

ARTICLE II - NEGOTIATIONS PROCEDURE

SECTION 1. Purpose

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

SECTION 2. 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 this 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 agreement reached by the representatives of the Association and Employer subject to ratification by the parties.

SECTION 3. Relevant Data

Upon written request, the Board shall provide the Association 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, budgets for the past three (3) years which indicate the amount budgeted and actual amount expended for each year and the tentative budget for the next calendar year at the time which the Board receives it. Upon written request, the Association shall provide the Board with available information concerning matters being discussed.

SECTION 4. Caucus

A caucus may be called at any time during negotiations by the chief spokesperson of either committee.

SECTION 5. Procedure

A. Conducting Negotiations

1. Teams

Each team will consist of no more than six (6) participants. The Association shall select its members and the Employer shall select its team members; and neither party shall select a member of the other party as a member of its team.

Either party, by mutual agreement, may request that additional individuals appear at a session for the purpose of providing information that may aid the parties in their negotiations. Such additional person will only be permitted to attend on this limited basis.

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. Sessions will be scheduled during employee's off-duty time unless the parties mutually agree otherwise.

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

3. Agenda

Once the items 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 materials 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

Neither party may make a release to the news media during discussions.

C. Agreement

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

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

3. After final tentative agreement is reached on all Articles, the Association Bargaining Committee will present such tentative agreement to the membership of the Association for ratification. The Association shall notify the Employer of the outcome of the ratification meeting.

4. Upon written notification of the ratification by the Association, the contract shall be submitted to the legislative authority for approval as per 4117.10 (B) and shall be acted upon within fifteen (15) days.

5. Upon ratification and acceptance by both parties, the Bargaining Committees will meet within fifteen (15) days to execute the agreement by affixing the signatures of the parties.

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

7. Once ratified by both parties the contract shall be binding to all.

8. When a tentative agreement is reached, members of both teams must recommend and urge approval.

D. Disagreement

1. The parties agree to discuss all issues in good faith in an effort to resolve them within forty-five (45) 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.

2. If the parties are unable to reach agreement, either party may request the services of the Federal Mediation and Conciliation Services (FMCS) to mediate the dispute.

3. In the event an agreement is not reached the Board and the Association shall attempt to select a neutral person to act as Factfinder. In the event the two (2) designated spokespersons cannot agree upon the Factfinder, the parties will submit a joint request to the State Employment Relations Board (SERB) to submit a list of five (5) impartial persons qualified to act as Factfinder. The fact-finder will deliver his report within 30 days of the hearing. The report is advisory only and not binding on either party.

4. The parties agree that this procedure constitutes a mutually agreed to dispute resolution procedure under 4117 ORC and that SERB has no jurisdiction to impose any other procedure on the parties. If

SERB attempts to intervene, the parties shall jointly challenge such intervention in the court having jurisdiction.

ARTICLE III - LABOR - MANAGEMENT MEETINGS

SECTION 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Superintendent and/or his/her designees labor/management committee shall meet. The Association President and the Superintendent shall be members of the committee. The Association President and the Superintendent shall appoint four (4) other members from each side. Additional representatives may attend by mutual agreement. Training shall be provided in a mutually acceptable manner.

SECTION 2. An agenda will be furnished and /or exchanged at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Association and the employer will supply the names of those representatives who will be attending. The purpose of such meetings shall be to:

1. Discuss the administration of this Agreement.

2. Notify the Association of changes made by the Employer which affect bargaining unit members of the Association.

3. Discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure, but only when such discussions are mutually agreed to by the parties.

4. Disseminate general information of interest to the parties.

5. Discuss ways to increase productivity and improve efficiency.

6. Give the Association representatives the opportunity to share the views of their members on topics of interest to both parties.

7. To consider and discuss health and safety matters relating to employees.

SECTION 3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

SECTION 4. A written summary of the issues discussed and appropriate follow-up to those issues presented will be exchanged by parties within thirty (30) days following the meetings(s).

SECTION 5. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

SECTION 6. At each site, meetings will be held between the facility manager and a building representative at that site to discuss areas of concern. These meetings will be held at mutually agreed upon times.

ARTICLE IV - ASSOCIATION RIGHTS

SECTION 1. Payroll Deduction

A. Association members shall be permitted to authorize payroll deduction or revocation of Association dues. The member must submit a written authorization or revocation by the first of the month in which he/she wants deduction to begin or terminate. Dues shall be deducted in equal monthly amounts, starting with the month following authorization. Said payroll deducted dues shall be submitted monthly to the treasurer of the Association.

B. The parties agree that the Employer assumes no obligation arising out of the provision of this Article regarding the deduction of Association dues other than to withhold the appropriate dues amount from eligible employees and to remit such dues to the Association. Except for obligations of the Employer under this Article, the Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

C. If a claim of error is made to the Employer in writing within sixty (60) day after the date such an error is claimed to have occurred, and if it is found such error was made, it will be corrected, at the next pay period that Association dues are normally deducted, by deducting the proper amount from the pay of the employee in order to correct said error.

D. Fair Share Fee

All bargaining unit employees who are not members in good standing of the Association shall be required to pay a fair share fee to the Association. The fair share fee amount shall be certified to the Board by the Association. The deduction of the fair share fee from any earning of the employee shall be automatic and does not require a written authorization for payroll deduction. The deduction of fair share fees will not be made until the Board receives written notice to begin deductions from the Association. Payment to the Association of fair share fees deducted shall be made in accordance with the regular dues deductions as provided in this Section as set forth above. The payment will be accompanied by an alphabetical list of the names, social security numbers and current addresses of those employees for whom a deduction was made and the amount of the deduction.

The Association represents to the Board that it has prescribed and shall maintain in force throughout the term of this Agreement an internal procedure to determine a rebate, if any, of any such fair share fee to non-union employees which conforms to the Federal and State Law, as required, pursuant to the provision of Section 4117.09(C) of the Ohio Revised Code.

It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by an employee arising from deductions made by the Board hereunder. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

SECTION 2. Bulletin Board

A. The Association shall be permitted for its exclusive use a bulletin board at each site to post its newsletters and notices. The Association agrees that the designated boards shall be the only areas used by the Association or its members for the posting of newsletters and notices.

B. It is also understood that no material that makes derogatory remarks about other employees of the program, the Administration, or candidates for public office may be posted on Association bulletin boards at any time.

SECTION 3. Mailboxes

The Association shall be permitted to use members' mailboxes for distribution of Association announcements and newsletters provided that no such distribution shall be made without prior notification of the facility manager.

SECTION 4. Copies of the Board's Minutes and Agendas

The Association President will be mailed complete copies of the agenda, including attachments and official minutes of each board meeting. A corrected complete and up-to-date agenda shall be available to the Association representative attending the board meeting the night of the meeting. Agendas not picked up by the Association will be forwarded to the Association President the day following the board meeting.

SECTION 5. Printing of Contract

Upon completion of this Agreement, it shall be printed by the Board in pocket size at the joint expense of the Association and the Board. Copies shall be distributed by the Association and the facility manager when the contract is available. Employees will be required to sign a roster acknowledging receipt of their personal copy of the completed contract. The original roster will remain on file in the Superintendent's office. The Association President and the Superintendent will jointly decide the number of contracts to be printed. However, both the Association and the Board are entitled to receive a reasonable number of contracts for their use.

SECTION 6. Board Policy Manual

A complete up-to-date copy of the Board Policy Manual shall be made available to Association members at each work site upon reasonable request. A copy of same also shall be issued to the Association President. Such copies shall be updated whenever the Board changes/amends its policies.

SECTION 7. Use of Facilities

The Association shall be permitted to use board facilities for its meetings in accordance with Board policy dealing with use of its facilities by groups and organizations. Such meetings cannot be conducted during regular work hours.

SECTION 8. Release Time

The investigation and writing of grievances shall be on non-duty time. The aggrieved employee and the Association representative will not suffer and loss of pay while attending grievance hearings scheduled during their regular work time.

SECTION 9. Representation

No employee will be required to attend a pre-disciplinary conference, or disciplinary conference, which could result in disciplinary action being taken against the employee, or an accident conference or hearing, without an Association representative being present. If an employee is questioned concerning an MUI investigation related to their own conduct, they will be offered a MRDD/SSA representative if the responses to the questioning may be used in any disciplinary proceeding.

SECTION 10. Roster

The Association shall provide to the Employer an official roster at least annually of its officers and representatives which is to be kept current at all times.

SECTION 11. Association Release Time

The Association will be granted six (6) days leave per program year (July 1 through June 30). The president will notify the Superintendent of the member who will use the leave and the date the leave will be taken.

The investigation and writing of grievances shall be on non-duty time except that the Union President may perform these functions in three (3) one hour time slots per week to be scheduled by mutual agreement with the Employer. The aggrieved employee and the Association representative will not suffer any loss of pay while attending grievance hearings scheduled during their regular work time.

ARTICLE V - BOARD RIGHTS

The Association recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

A. To determine the functions and programs of the Employer;

B. To determine the standards of services to be delivered;

C. To determine the overall budget;

D. To determine how technology may be utilized to improve the Employer's operations;

E. To determine the Employer's organizational structure;

F. To direct, supervise, evaluate or hire employees;

G. To maintain and improve the efficiency and effectiveness of the Employer's operation;

H. To determine the overall methods, process, means or personnel by which the Employer's operation are to be conducted;

I. To suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

J. To determine the adequacy of the work force;

K. To determine the overall mission of the Board as a unit of government;

L. To effectively manage the work force; and

M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

The Association recognizes and accepts that all rights and responsibilities of the Employer not specifically modified or limited by this Agreement or ensuing Agreements shall remain the exclusive function of the Employer.

ARTICLE VI - NO STRIKE / NO LOCKOUT

SECTION 1. In accordance with Chapter 4117 of the Ohio Revised Code, the Association and any and all members of the bargaining unit shall not cause, engage in, or sanction any strike, slowdown, or any such concerted action, nor shall there be any lockout by the Board, for the Term of this Agreement.

SECTION 2. When the Employer notifies the Union that any of the bargaining unit employees are engaged in such strike activity, as outlined above, the Union shall immediately investigate the situation to determine if illegal strike activity is in progress. If the union agrees with the Employer that some of the bargaining unit employees are engaged in illegal strike activities, the Union shall immediately notify the employees that a violation of the Agreement is in progress, and shall instruct all employees to return to work within twenty-four (24) hours of the employees notification.

The Employer may seek any legal remedy, including what is provided under 4117 of the O.R.C.

ARTICLE VII - SEVERABILITY

SECTION 1. This Agreement is subject to all applicable Federal laws and Chapter 4117 of the Ohio Revised Code, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

SECTION 2. Should any part of this Agreement or any provisions contained herein be declared invalid by SERB or a Court of Competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provisions of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

ARTICLE VIII - EQUAL EMPLOYMENT OPPORTUNITY

The Board is an equal employment opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment opportunity laws. Any violation may be enforced through the appropriate administrative agency and/or the courts and not through the grievance procedure.

ARTICLE IX - WORK DAY / WORK WEEK / WORK YEAR

SECTION 1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees. Employees

will not be paid for time not worked, unless on excused paid leave, recognized paid holidays, calamity days on a day which the employee is scheduled to work, or vacations.

SECTION 2.

A. Twelve (12) month employees shall normally work 260 days per year. Such Time includes holidays, vacations and other paid absence defined in this Agreement.

B. Other employee shall normally work, the number of days established by the Board as the annual school/program year.

SECTION 3.

A. The standard work week for all full-time (7 1/2 hours per day or more per day) employees covered by the terms of this Agreement shall be thirty-seven and one-half (37 1/2) hours. All bus drivers and riders shall have the start of their shift begin five (5) minutes prior to the time the bus leaves the garage in order to conduct their pre-trip inspection duties.

B. The work week shall be computed between 12:01 a.m. on Thursday of each calendar week and 12 o'clock midnight the following Wednesday. All employees must clock in and out. Failure to clock in or out in a timely manner will subject the employee to progressive discipline.

C Bus drivers and riders shall be considered either thirty two and one-half (32 ½), thirty and one-half (30 ½) or twenty-two and one-half (22 ½) hours per week employees. This shall be comprised of either:

1. Six and one-half (6 ½) hours per day Monday thru Friday for thirty two and one-half (32 ½) employees; or
2. Six and one-half (6 ½) hours per day Monday thru Thursday, and four and one-half (4 ½) on Friday for thirty and one-half (30 ½) hour employees; or
3. Four and one-half (4 ½) hours per day, consisting of two (2), two and one-fourth (2 ¼) hours runs for twenty two and one-half (22 ½) employees.

All drivers and riders shall complete all activities related to the run i.e., pick up trash from inside bus, refuel the bus, complete any incident report, etc.

SECTION 4. Each full-time employee in the bargaining unit except those employees in the classification of Vehicle Operator shall be entitled to an unpaid meal period of no less than one half (1/2) hour during the course of each regular work shift. The meal period shall be determined by the Employer. Each full-time employee shall be entitled to one (1) paid fifteen (15) minute break during the course of each regular work shift. The break period shall be scheduled by the Employer. Such break period shall not normally abut the employees starting time, meal period or quitting time. Exceptions may be made, however, if the employee provides a reason which is deemed acceptable by the Supervisor.

SECTION 5. The program/school calendar shall be established annually by the board. At least three weeks prior to the Board action, the Superintendent will send to the Association President the calendar to be submitted to the Board. The Association shall have the opportunity to review

the proposed calendar and make its recommendation(s) to the Board prior to the adoption of the calendar by the Board.

SECTION 6. All workers working the second shift (beginning work at 1:00 P.M. or later and working at least four (4) hours past 1:00 P.M.) shall be paid a shift differential of forty cents ($.40) per hour in addition to their regular rate of pay for all hours worked consistent with the provision of Section 6.

ARTICLE X - EMPLOYEE RIGHTS

SECTION 1. Non-Discrimination

A. Neither the Employer nor the Association shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin or disability. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

B. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

C. The Employer agrees not to discriminate against or interfere with any employee because of his/her membership or activities on behalf of the Association, as long as such activities do not conflict with the terms of this Agreement.

D. The Association agrees not to discriminate against or interfere with any employee who chooses to refrain or resign from membership in the Association, or involvement in Association activities.

SECTION 2. No Reprisal

No reprisals shall be taken against an employee by reason of his or her utilization of any procedure or activity provided for in this Agreement, or in any existing personnel policy.

No employee shall be disrespected, disciplined, adversely evaluated or discharged as a result of their membership in the Association.

SECTION 3. Work Rules

A. The Association recognizes that the Employer, in order to carry out the statutory mandates and goals of the agency, has the right to promulgate policies, procedures, and directives to regulate the personal conduct of the employees when on the job and the conduct of the Employer's services and programs. These policies, procedures and directives shall not conflict with any Article or Section of this contract.

B. It is the Employer's intention that policies, procedures and directives, should be interpreted and applied uniformly to all employees under similar circumstances.

C. It is agreed that where the Employer has determined that written policies, procedures and directives are necessary, employees shall be made aware of such implementation. The Employer also agrees to provide

a copy of such policies and procedures to the Association President. Copies of newly established written policies, procedures and directives or amendments to existing written policies, procedures and directives will be furnished to and discussed with representatives of the Association at least seven (7) days prior to their effective date.

D. The parties recognize that it is the philosophy of the Employer to inform the other employees in advance of any change in the policies, procedures, and directives. This notice shall be by posting a notice on the bulletin board(s), or through general distribution of a copy of the policies, procedures and directives.

E. This Section shall not be interpreted in any manner to relieve an employee or manager of his/her responsibilities to follow the established rules and procedures of good conduct whether or not such rules and procedures have been reduced to writing.

F. It is understood that this Article does not relieve any employee from following instructions or orders in the normal course of work. Failure to follow such instructions and orders shall be grounds for disciplinary action. The Association waives no right to contest the reasonableness of any instructions or orders, through the grievance procedure, which may be in violation of this Agreement.

SECTION 4. Corrective Action

A. No employee shall be reprimanded, either verbally or in writing, reduced in pay or position, suspended, discharged or removed except for just cause.

B. 1. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with the administration policy.

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

C. An employee may be terminated at any time during their probationary period without right of appeal through the grievance procedure.

D. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. All appeals will be filed at the third step grievance procedure within fifteen (15) days of the incident giving rise to the grievance.

E. If an employee is being investigated for any alleged wrongdoing, the employee shall be informed on a timely basis of the progress of the investigation. When the investigation is completed or dropped, the employee shall be informed in a timely basis. It is understood that there are situations beyond the control of the DD Board that may cause delays in notification.

Any Complaint made by individuals outside of the Board program must be in writing, signed by the complainant with their home address and telephone number unless the complaint involves allegations, that if true, would constitute an allegation involving any type of abuse, neglect or misappropriation involving clients of the Board and/or a criminal charge or civil

rights charge of any type. The Board will present the Employee with a copy of the signed complaint in these instances.

SECTION 5. Seniority

A. "Agency Seniority" shall be defined as the length of the continuous service with the Stark County Board of DD calculated from the last date of hire or re-employment following a break in service.

B. "Classification Seniority" shall be defined as the total length of service in a specific classification during the time of continuous service with the Stark County Board of DD. Classification seniority shall be awarded after the successful completion of the probationary period, and shall be retroactive to the date of assignment.

Any employee holding the classification of Workshop Clerk, Clerk Typist, Director's Secretary, School Secretary, Transportation Clerk, Typist 1 or Typist II on June 30, 2007 shall have their classification seniority transferred to the new clerk's classification. Business Office clerks shall have their seniority transferred to the Accounting Clerk classification effective July 1, 2007.

C. Injury Leave shall not break seniority time and all time on injury leave shall be counted for the purpose of seniority.

D. Employees shall lose all seniority and employment rights upon any of the following:

1. Discharge for just cause.

2. Retirement.

3. Layoff in excess of twenty four (24) months.

4. Failure to return to work within ten (10) days of recall from layoff-unless there are extenuating circumstances (e.g., illness, injury, absence from state or other good causes as determined by the Employer) preventing the employee from returning within the established ten (10) days. With extenuating circumstances the Employer may grant a reasonable extension. However, such extension shall not exceed thirty (30) days.

5. Failure to return to work at the conclusion of an authorized, or legally recognized (i.e. military leave) leave of absence.

6. Absence of three (3) or more consecutive work days without reporting such absence.

7. Absence of three (3) or more consecutive work days without reasonable excuse.

8. Resignation from employment with the Employer.

E. A current list of agency and classification seniority by employee classification shall be maintained by the Board. The list shall be available for inspection by any employee, upon reasonable request, and shall be provided annually to the Association President on or about January 1.

SECTION 6. Bus Drivers and Bus Riders

A. Bus driver positions shall be for nine (9) and (12) months per year. The number of nine (9) and Twelve (12) month positions shall be determined by the Employer.

Bus Rider positions shall be for nine (9) and twelve (12) months per year. The number of Bus Rider positions shall be determined by the Employer.

B. When an employee moves from a nine (9) month to a twelve (12) month position, or vice versa, the employee's classification seniority shall be unaffected, i.e., a nine (9) month employee with five (5) years classification seniority who moves to a twelve (12) month position will maintain his or her five (5) years of classification seniority.

C. At a time mutually agreed to by the President and Superintendent, all nine (9) month bus runs, with numbers, shall be posted. Nine (9) month Bus Riders shall bid on these assignments, with classification seniority prevailing. However, the Transportation Supervisor will have the final judgment on which aide is assigned which run. After nine (9) month Bus Rider assignments have been assigned, the bus runs, including the name of the Bus Rider, route, and nine (9) month bus number shall be posted. Nine (9) month bus drivers shall bid on these assignments, with classification seniority prevailing.

D. At a time mutually agreed to by the President and Superintendent, all twelve (12) month bus runs will be posted. Twelve (12) month Bus Riders shall bid on these assignments, the Rider with the most

classification seniority shall have first choice. However, the Transportation Supervisor will have the final judgment on which Rider is assigned which run. After these assignments, the twelve (12) month bus runs shall be re-posted including the name of the Bus Rider, the bus number, and the route to be covered. Twelve (12) month drivers shall bid on these assignments. The assignments shall be awarded to the drivers with the most classification seniority.

E. The Employer reserves the right to reassign buses, riders and the routes that drivers will cover if it's determined that such reassignment is necessary.

F. Bus Drivers and Bus Riders shall only be permitted to bid on assignments as defined in subsections C & D above, i.e., re-bidding shall not be permitted during the course of a program year. There shall be no exchange of runs among drivers or riders during the spring break unless authorized by the Transportation Supervisor.

G. Bus Riders who obtain their bus driver's license shall be placed on the nine (9) month bus drivers list consistent with the effective date of their CDL license date. During this period of time while on the nine (9) month Bus Driver's list, the Bus Riders will continue working in the Bus Rider position with full seniority benefits. A Bus Rider who applies for a twelve (12) month Bus Driver vacancy and is subsequently offered the position shall have their date of classification consistent with their first day employed in the Bus Driver's classification.

Bus Riders who already have a CDL, bus driver's license shall be placed on the nine (9) month bus

drivers list consistent with the effective date of their bus rider classification date. During this period of time while on the nine (9) month Bus Driver's list, the Bus Riders will continue working in the Bus Rider position with full seniority benefits. A Bus Rider who applies for a twelve (12) month Bus Driver vacancy and is subsequently offered the position shall have their date of classification consistent with their first day employed in the Bus Driver's classification.

H. No later than April 30th, all 9 month Drivers and Bus Riders will have the opportunity annually to submit their names to fill any substitute positions which may occur during the summer. These additional hours shall not be used to qualify for insurance / vacation benefits. The Drivers and Bus Riders shall be available to work throughout the summer, except for any approved leave. These positions shall be filled by the most senior employees applying for the positions and paid at the regular hourly rate.

I. For purposes of bidding on bus driver positions, seniority shall be defined as follows: Seniority includes all years in the bargaining unit as a bus driver. If years as a bus driver were interrupted by work in another classification, credit will be given for the prior experience with the DD in the bus driver classification.

For purposes of bidding on Bus Rider positions, seniority shall be defined as follows: Seniority includes all years in the bargaining unit as a Bus Rider. If years as a Bus Rider were interrupted by work in another classification, credit will be given for the prior experience with the DD in the Bus Rider classification.

SECTION 7. Bus Drivers - Special Assignments

A. Nine month (9) and twelve month (12) bus drivers shall be permitted to bid on extra work that is created for their classification due to special events. The employee whose name appears at the top of the rotation list for regular drivers shall be given the first opportunity to accept the special assignments. If the employee declines the special assignment it will be offered to the employee whose name appears second on the rotation list for regular drivers, and so on until the special assignments have been taken, or until the regular driver list has been exhausted.

B. If no regular driver(s) accepts the special assignments it will be offered to substitute drivers. If no substitute driver(s) accepts the special assignment the regular bus driver(s) with the least classification seniority will be required to perform the special assignment.

C. The employee whose name appears at the top of the rotation list for regular drivers will remain at the top of such list until he or she accepts a special assignment. Upon accepting a special assignment the employee's name shall go to the bottom of the rotation list.

D. Employees shall receive straight time pay for such special assignments unless they work in excess of forty (40) hours in the work week as defined in Article XXIV.

E. If the special assignment is canceled, the name shall return to where it previously appeared on the rotation list, prior to the posting of the next special assignment not yet posted.

F. In the event it is determined by the originator of the special assignment that additional assistance is needed, Bus Riders will be considered to participate in the assignment. The bidding procedure for special assignments shall follow that which has been established in Section 7, A through E.

SECTION 8. In-Service

A. The employer agrees to make available staff development training and in-service training, as applicable, with equal opportunities to all employees. Employees who have close contact with clients on a regular basis shall, to the extent deemed appropriate by the Superintendent or his/her representative, be included in in-service training efforts which are relevant to the types of contact experienced by the employees.

B. The Employer and the Association may discuss in-service subject matter and methods for delivering in-service training during Labor-Management meetings, or any other time that is mutually acceptable. The Employer reserves the right, however, to make the final determination of the subjects to be addressed and the methods to be utilized during in-service training efforts.

SECTION 9. Employee Lounge

The Board shall provide an employee lounge at each building for the use of all staff members.

SECTION 10. Uniform

The Employer agrees to provide protective covering (smock, coveralls, uniforms, jackets, etc.) to mechanics, maintenance workers, custodians, and kitchen personnel. The Employer further agrees to launder or replace such protective covering as conditions require.

SECTION 11. Mileage

Employees who must travel on a regular basis as a condition of their employment or employees who, after reporting for work are directed to go from the original work site to another site shall be reimbursed at the rate approved by the Board for the operation of a privately-owned vehicle. The foregoing excludes calamity days and staff meetings referred to herein.

SECTION 12. Tools

The Employer agrees to reimburse mechanics for necessary tools in an amount not to exceed Six Hundred Dollars ($600) per mechanic per year during the period of this present contract. The tools to be reimbursed shall be those utilized for work to enable the mechanics to accomplish their work assignments and shall have prior approval by the Chief Mechanic. In the event that a mechanic leaves the employment of the Board within six (6) months of the purchase of a tool and has received reimbursement thereof, the tool shall become the property of the Board or, alternatively, the mechanic shall refund the reimbursement amount to the Board. Requests for tool expense reimbursement shall not be arbitrarily or unreasonably denied.

ARTICLE XI - HEALTH AND SAFETY

SECTION 1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions, and working methods for agency employees. The employee(s) accepts the responsibility to maintain tools, equipment, and work areas in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will make every reasonable effort to correct any which are found to ensure that safety rules and safe working methods are followed by his or her employees.

SECTION 2. Physical Examinations

New employees shall, prior to their first day of work, present documented evidence of having successfully completed a physical examination. All costs for this examination shall be paid by the employee. Subsequent physical examinations required by the Board, or by operation of law, shall be paid by the Board.

SECTION 3. Tuberculin Tests

New employees shall, prior to their first day of work, present documented evidence of having a negative tuberculin test, or if a positive reactor, having a negative tuberculin test, or if a positive reactor having a chest X-ray and other examination as may be required by law or rule.

SECTION 4. Red Cross Training

A. The Employer agrees that at least annually, the Superintendent or other designated person, shall make arrangements for the American Red Cross to provide first aid training. Such training shall be for the purpose of certifying new employees and re-certifying existing employees. This training shall take place at an in-service for employees who are required to obtain this training. These employees shall be paid while attending this training for their initial certification. Employees who are being re-certified will be paid for one (1) hour and the cost of the challenge test or cost of the entire training, which must occur while their current first aid certificate is valid. Such training shall be provided for the benefit of those individuals in positions which require such training. The cost of such training shall be paid by the Board. Other employees may submit a written request for Red Cross training to the Superintendent.

B. Any employee, whose position requires such training, that chooses not to attend or is unable to attend this training arranged by the Board, shall be required to arrange and pay for their own certification or re-certification training.

C. Any employee who is newly hired or promoted and whose position requires such training, after the Board arranged training has been conducted, shall be required to arrange and pay for their own training. Such training must be received by the newly hired or promoted employee within sixty (60) days of their hire or promotion. Failure to receive such training within sixty (60) days shall result in the employee being probationary removed or demoted.

ARTICLE XII - VACANCIES, TRANSFERS AND PROMOTIONS

SECTION 1. Definitions:

Vacancy

A vacancy shall be any position in the bargaining unit resulting from:
1. Employee's leaving employment as a result of termination, retirement, resignation or death;
2. An employee's transfer or promotion to another position;
3. An employee's assuming a non-bargaining unit position;
4. The creation of a new position that falls within the bargaining unit;
5. Expansion of a part-time position to a full-time position.

Transfer

A transfer shall be defined as a lateral change in assignment within the same specific classification, having the same hours and rate of pay. Going from a part-time position to a full time position within the same classification shall be considered a transfer.

Promotion

A promotion means a change in the classification of the employee to a different classification with higher minimum qualifications or a higher regular hourly pay rate.

Temporary (interim) positions

Temporary (interim) positions are those position resulting from leaves of absence as provided for in Article I, or are positions created as a result of a client's plan (i.e., One on

One positions). The interim positions may be filled until the return of leave of the employee or until the completion or the client's plan.

SECTION 2.

A. Vacancy. The Board is not required to post or fill vacated positions.

B. In the event that the Board determines to post a vacancy, the vacancy notices shall be posted at all job sites for a period of seven (7) work days. The Association President will receive a copy of any posting upon request.

C. If the Employer posts a vacancy, the vacancy shall be filled within 90 days following the conclusion of the posting period. Any vacancy not filled within the applicable period shall result in the appointment of a bargaining unit member until the awarding of the position unless such vacancy is filled by a temporary interim employee as defined in Article I Section 5.

D. The Employer shall not be obligated to consider applicants who do not meet the qualifications for the job or applications submitted after the seven (7) workday period has expired.

E. The vacancy announcement shall contain:

1. The job classification title;

2. The minimum and desired qualifications for the job;

3. The rate of pay for the position;

SECTION 5. Contagious Diseases

A. Employees will be notified if students and/or clients in their care have or is a carrier of serious contagious diseases, unless prohibited by current law.

B. An ongoing committee composed of three (3) Association selected members and three (3) Administrative appointed members, shall meet on a monthly basis when practical and at least on a quarterly basis to review, study, and make recommendations regarding health issues.

C. If an employee works with or cleans up after a client and/or student who has or is a carrier of Hepatitis "B" and this exposure requires an employee, or a physician requires an employee to be screened, immunized, any cost not covered by insurance and/or, when applicable Worker's Compensation, will be borne by the Board. The employee shall consult with the Health Program Coordinator before undergoing screening and/or immunization. If the doctor demands that the employee pay the cost of such screening and/or immunization "up front," then the employer will either pay the "up front" amount or make other arrangements for the screening and/or immunization.

SECTION 6. Training

Prior to beginning their assignment, newly employed and/or promoted individuals will be trained on the proper methods and other procedures required for the job. In addition, all bargaining unit members shall be offered in service training on behavior support as part of their mandatory in service training.

SECTION 7. Worker's Compensation

When an employee is out of work due to a work related injury or illness covered by the Ohio Worker's Compensation Act, said employee's medical, dental and life insurance programs will be continued for the current month and one additional month at the appropriate premium(s) contributions by the Board and the employee.

For workers compensation claims arising after July 1, 1998: an employee who is on leave of absence because of an injury incurred in the line of duty will upon his/her return receive the salary rate to which he/she would have been entitled had there been no interruption of service with the Board, provided that the employee presents satisfactory evidence of having met the requirements, upon which the leave of absence was granted.

An employee who sustains a work-related injury, occupational disease or occupational illness may be eligible to participate in the voluntary Transitional Work Program undertaken by the Board and administered through the Stark County Commissioners Office.

SECTION 8. Notification

Where it is lawfully permissible to do so on a need to know basis, the administration or its designee shall inform the bargaining unit members of enrollees who are known to have been found guilty of, or pled guilty to, an act of violence or sexual assault.

4. The department and/or work unit;

5. A brief description of the duties to be performed; and

6. The job site location; whenever possible.

F. It is the policy of the Employer to fill all promotional vacancies from within, insofar as practicable, provided qualified internal applicants exist as determined by the Employer. Consideration will be given to those employees who have completed their probationary periods and have continued to demonstrate satisfactory performance. If no qualified candidate has been found, consideration will be given to those candidates who have not yet completed their probationary period.

G. Criteria for qualifications are as follows:

1. Work Experience
   a. Internal
   b. External

2. Education
   a. Related coursework
   b. Related training

3. Skills and Abilities – Skills and abilities shall be assessed using pertinent information directly related to the vacancy.

4. Job Performance

5. Interview (except internal candidates within the Transportation department)

6. Attendance

All criteria will be considered equally important. Each applicant will be considered by the Employer based upon the above criteria to determine which applicant is best qualified to perform the duties of the position. If two (2) or more employees are considered to be substantially equal in meeting the criteria outlined above, the employee with the most agency seniority shall be awarded the position.

D. Promotion. Promotion vacancies shall be filled by the most qualified applicant as determined by the Board. The term promotion, for purposes of this Article, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held. Such promotion shall result in the person being placed upon the equivalent step on the higher salary range.

E. Internal applicants who do not meet or possess the qualifications for a vacant position shall be so advised, in writing, within ten (10) days of the end of the posting period. Applicants who interviewed and did not receive the position will also be notified within ten (10) days of the position being awarded.

F. Upon request, by the President, the Association will be given a list of Board employees applying for the vacancy in the bargaining unit.

G. Involuntary transfer. Employees involuntarily transferred to a different assignment during the scheduled program year shall be informed two (2) days in advance of the reasons for said transfers unless time lines are waived by mutual agreement.

H. Voluntary transfer. Employees may request a voluntary transfer on the appropriate form. Transfer requests will be reviewed prior to the interview process on all open vacancies. Employees shall have seven (7) days after the initial posting date of a vacancy to apply for a transfer on the appropriate form.

1. The Board shall choose one (1) employee from the top three (3) most senior employees who request a transfer, and who meets the stated position certification and necessary qualifications.

2. An employee making a request for a voluntary transfer to a vacancy, and whose request is denied, shall be given written reasons for the denial.

3. No vacancy shall be filled through any other means if an employee meeting the stated qualifications has made a voluntary transfer request.

4. A person who is currently in a probationary period is not eligible to bid or request a transfer, promotion, or change in classification.

5. Individuals outside the probationary period may only be granted one transfer per year. Under

extenuating circumstances the Superintendent may grant an exception.

SECTION 3. Nothing in this Article shall be construed to limit or prevent the Employer from filling a vacant position with a Temporary (interim) employee for up to thirty (30) days - pending the Employer's determination to fill the vacant position.

SECTION 4.

A. The Employer shall maintain up to date classification specifications and position descriptions for each classification in the bargaining unit. Employees shall have access to their appropriate classification specification or job description at a time mutually agreeable to the employee and Employer. Upon request, an employee will be given a copy of his/her job description.

B. The Employer reserves the right to develop new classifications as needed. The establishment of new classification shall be consistent with the provision of this Agreement. The Employer shall establish the wage rate for any new classification, such wage rate shall be consistent with the wage rates for comparable existing bargaining unit classifications. The Association retains the right to challenge the appropriateness of the rate set by the Employer.

C. When a member of the bargaining unit is reclassified by the Employer, the employee's new rate of pay shall be effective as of the date he/she begins working in the reclassified position.

D. Employees shall not be required to perform duties that are inconsistent with the types of tasks and duties identified in their job description. The phrase "performs other related duties as required" shall also be applied in a manner consistent with the specific tasks and duties in the classification specification or job description.

ARTICLE XIII - LAYOFF AND RECALL

SECTION 1.

A. Whenever the Employer determines that a layoff is necessary in the bargaining unit, the Employer shall notify the affected employees at least thirty (30) days in advance of the date of the action. Layoffs shall occur for lack of funds, lack of work, and job abolishment.

B. The Superintendent shall inform the Association President of the layoff or job abolishment action and the reason for such action.

SECTION 2.

A. The Employer shall determine in which classification(s) and which work section(s) layoff or job abolishment will occur. Within each classification affected, displacement shall occur in the following order:

1. Newly hired employees who have not completed the probationary period.

2. Promoted employees who have not completed the probationary period.

3. Non-probationary employees.

B. The order of layoff in each of the above categories shall be determined by classification seniority order beginning with the employee having the least classification seniority. If two or more employees have the same classification seniority, the employee with the least agency seniority shall be laid off. If the two or more employees have the same agency seniority date, the employee who submitted his or her employment application form last shall be laid off. If the two or more employees in the bargaining unit submitted their employment application forms at the same time, the total number of days worked shall be the tie breaker.

SECTION 3. Employees who are placed on layoff may apply their classification seniority from a previously held position to displace an employee with less classification seniority in that classification. The employee shall receive the rate of pay for the classification into which they displace.

SECTION 4. Employees who are laid off shall receive payment for earned but unused vacation benefits.

SECTION 5.

A. Recall from layoff will be made by way of certified letter and in reverse order of layoff, that is, the last employee placed on layoff from a classification shall be the first to be recalled. Employees who refuse recall to a classification from which they have been laid off shall lose seniority and recall rights.

Employees who fail to return to work within ten (10) days of the date of recall shall lose seniority and employment rights in accordance with Article X, Section 5.

B. Employees who are in their probationary periods, at the time of layoff, and are later recalled will continue their probationary periods at the point of interruption, once they return to their jobs.

SECTION 6. Should layoffs or job abolishments become necessary, the Employer shall notify the Association President of the personnel to be effected and the reason for such action prior to the effective date of the action.

ARTICLE XIV - EVALUATION PROCEDURE

SECTION 1. An employee's job performance shall be evaluated by his/her Supervisor based upon the job duties, responsibilities, and requirements of the employee's specific position classification. Each new employee will be given a copy of his/her job description at the time of hire and each employee shall be supplied with any changes or modifications thereto.

SECTION 2. Probationary employees shall be evaluated, in writing at least two times during their probationary period. The first evaluation shall be completed at or near the conclusion of the first half of the probationary period. The second evaluation shall be completed at or near the conclusion of the probationary period - unless the employee is given a probationary removal.

SECTION 3. At least once annually for employees with five (5) or less years of service and every other year for

employees with six (6) or more years of service, the supervisors (evaluators) shall submit to the Superintendent, on forms prepared for this purpose, a written appraisal of the performance of each non-probationary employee under his/her supervision. The appraisal shall be prepared by the supervisor who shall have conducted a personal interview with the employee being evaluated. Employees shall be notified at least twenty-four (24) hours in advance of the evaluation conference. Employees shall be provided a copy of their evaluation at the completion of each evaluation.

SECTION 4. Evaluations shall acknowledge both the strengths and deficiencies of the employee(s). When deficiencies are noted, the evaluator will enter comments on the evaluation form suggesting specific techniques/strategies for improvement. The person being evaluated and the evaluator shall meet to jointly develop a mechanism for the implementation of such techniques/strategies. In the event serious deficiencies are noted, the evaluator shall make every effort to schedule a second visitation to observe an employee's performance within thirty (30) days of the first visitation.

SECTION 5. The evaluation form shall be developed and modified cooperatively by a committee composed of the Superintendent, three (3) members appointed by the Board, and three (3) members appointed by the Association. Changes or modifications in the forms shall be developed cooperatively by the committee references above and submitted to the Board for consideration. New employees shall be familiarized with the evaluation procedure during their orientation, and a copy of the evaluation forms shall be provided upon request. Employees shall be advised, by their supervisor, of any changes in the evaluation forms.

ARTICLE XV - PERSONNEL FILES

SECTION 1. The Employer shall maintain an official personnel file on each employee in accordance with applicable laws.

SECTION 2. An employee may request an opportunity to review his personnel file. Such a review shall be scheduled within a reasonable time period from the time of the request and shall be conducted in the presence of a supervisory or management level employee.

SECTION 3. Upon reviewing his file, an employee may submit memoranda to clarify his position regarding documents in the file. Such memoranda will be incorporated into the employee's file.

SECTION 4. A reasonable request for copies of information contained in an employee's personnel file will be honored by the Employer.

SECTION 5. Material placed in the official personnel file of an employee must be identified in such a manner that the author or the origination of the material in said file is designated and the material is dated.

SECTION 6. If an employee is disciplined, any material regarding that action will be removed from the file after two (2) years from its issuance, provided no intervening discipline occurs. If intervening discipline occurs, the information will remain in effect until five (5) years has elapsed.

ARTICLE XVI - CALAMITY DAYS

SECTION 1. Status of closing shall be designated as follows:

A. Code 1: Stark County DD Adult Programs will be open but there will be no bus services. Code 1 means that clients may be present if transported to the facilities by private individuals. All non transportation staff including school staff will report to work as usual. Bus Drivers and Bus Riders will not work.

B. Code 2: Stark County DD will be closed. Code 2 means that the entire program will be closed for all clients/students and staff.

C. Employees shall report for work at the regularly scheduled time on a Code 1 calamity day. However, tardiness will be excused if conditions exist which prevent the employee from reporting at said time. The employee must provide reasonable cause for tardiness in this case.

D. Employees who have received advance approval of personal leave, sick leave, professional leave or vacation will not be charged for such absence on a declared Code 2 calamity day.

SECTION 2. The following shall be paid for a calamity day:

A. Employees who work on a Code 1 calamity day and those who are scheduled to work on a Code 2 calamity day.

B. Transportation employees (Bus Drivers and Bus Riders) shall be paid for up to the number of calamity days as set forth by State law for Code 1 calamity days during the Board's calendar year, and any Code 2 calamity day. Transportation employees shall not be paid for any calamity day set forth herein unless the State requires the makeup of these days. In the case of make up days, transportation employees shall be paid for those makeup days that they actually work.

ARTICLE XVII - STAFF ABSENCES

SECTION 1. Reporting Off

Each employee shall report off to his/her designated central call off station when unable to report to work as scheduled. Whenever possible, the absence would be reported at least one-half (1/2) hour prior to the employee's scheduled starting time on the day of such absence. The Administration will have someone available or voice mail at each central call off station to receive these calls each work day morning. If the central call off station is not functioning, the employee should notify the Superintendent's office at the Whipple Dale Center.

The employee should provide the following information when calling off:

1. Name
2. Position
3. Work location
4. Reason for absence
5. Anticipated date of return to work

The employee will be expected to return to work the next day. Any change in the anticipated date of return to work should be reported the work day prior to the anticipated date of return; however, no later that the times specified in Section 1. above. When an employee returning to work after a sick day off has not notified the central call station properly and where a substitute has been scheduled, the employee will be sent home by the supervisor at No Pay Earned for the day.

This procedure does not apply to time off requests requiring prior approval as listed in this agreement. Employees scheduled off with prior approval who have a change in their anticipated date of return to work shall notify the administration the workday prior to the scheduled date of return.

SECTION 2. Tardiness

A. After the fifth (5th) incident of tardiness within a 12 month period, management will counsel the employee directly and document the session. An incident is defined as each separate occasion of tardiness. After the sixth (6th) incident, management will issue a verbal warning. Seven (7) incidents of tardiness within a 12 month period will result in a written warning. Eight (8) incidents of tardiness within a 12 month period will result in a suspension. Any further incidents of absenteeism within a 12 month period will result in additional disciplinary action up to and including termination. The infraction period will be based on a "rolling" calendar year.

B. If tardiness exceeds the ten (10) minutes, the employee's salary will be docked accordingly. The Employer shall have the discretion to determine if the

employee is excused or unexcused. The employee will, however, have the right to explain the situation to his or her immediate supervisor.

C. If any employee who is late for work reports for duty after a substitute has been called to assume his/her duties, the late employee shall be sent home by his/her supervisor without pay for that day.

ARTICLE XVIII - PROBATIONARY PERIOD

SECTION 1.

A. Every newly hired full or part time employee of the bargaining unit will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee received compensation from the Employer and shall be for a period of one hundred seventy (170) actual work days, i.e., the employee must actually work one hundred seventy (170) days. (Any type of paid day off, e.g., holidays, sick leave, etc. shall not be considered a day actually worked).

B. Promoted employees of the bargaining unit shall also serve a probationary period of one hundred seventy (170) actual work days.

C. Time worked as a Temporary (interim) employee shall not count towards completion of a probationary period unless the Temporary employee is converted to a full time employee by reason of his/her performing duties in the same assignment for twelve (12) months as provided in Article I.

SECTION 2.

A. An employee failing to successfully complete his or her promotional probationary period, shall be returned to his or her former classification. Promoted employees shall not be permitted to utilize the grievance procedure to grieve their probationary reduction during the second half of the probationary period.

ARTICLE XIX - HOLIDAYS

SECTION 1. Employees covered by this Article shall be entitled to only the following paid holidays which fall during their annual work schedule:

New Years Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Any other holiday enacted
by the Board or as indicated
on the annual calendar

SECTION 2. In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any

of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

SECTION 3. Full-time employees, thirty two and one-half (32 ½) hour employees, and thirty and one-half (30 ½) hour employees shall be paid based upon their normal scheduled work hours at their straight time hourly rate - for each of the holidays listed in Section 1. above, when no work is performed on such holiday.

Part-time employees who work a minimum of 4 1/2 hours per day shall be paid for the number of hours that they would normally have been schedule to work - at their straight time hourly rate - for each of the holidays listed in Section 1. above, when no work is performed on such holiday.

SECTION 4. Any work performed by a full-time employee on any one of the days listed in Section 1. shall be paid at the rate of one and one-half times the straight time rate, in addition to the holiday pay.

Any work performed by a part-time employee on any one of the days listed in Section 1. shall be paid at the rate of one and one-half times the straight time hourly rate, in addition to the holiday pay.

SECTION 5. For employees covered by this Agreement to receive holiday pay for those days listed in Section 1., the employee must work his or her scheduled day preceding the holiday and his or her scheduled day succeeding the holiday, except during an excused absence.

SECTION 6. Nine month employees shall be granted an unpaid Christmas recess which shall commence two (2) working days before Christmas and end after January 1st of each year. However, eligible employees, as defined in

Section 3 of this Article, shall receive payment for the Christmas and New Years Day Holidays.

SECTION 7.. The Board will close all programs and offices:

At noon on New Years Eve Day. Any employees scheduled to work this day shall work from 8:00 a.m. until 12:00 p.m., except employees needed for snow removal may be required to flex their schedule. Any employees in the CWE program scheduled to work this day shall be scheduled for four (4) hours. Any work required by their immediate supervisor that exceeds the four (4) hours shall be paid at the overtime rate consistent with the provisions of Article XIX, Section 4.

Full day off, program closed: Christmas Eve

ARTICLE XX - VACATIONS

SECTION 1. Every full-time (37½ hours or more per week) twelve (12) month employee is entitled to receive vacation with pay as follows:

1. An employee is entitled to five (5) working days of paid vacation per year upon the completion of his/her first year of employment.

2. Upon completion of the 2nd year, the employee is entitled to ten (10) days and the same for years three (3), four (4) and five (5).

3. Upon completion of six (6) years the employee shall be entitled to fifteen (15) days and the same for the completion of years seven (7),

eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13) and fourteen (14) years.

4. Upon completion of fifteen (15) years the employee shall be entitled to twenty (20) days vacation and the same for the completion of sixteen (16), seventeen (17), eighteen (18), nineteen (19) and twenty (20) years.

5. Upon the completion of twenty-one (21) years the employee shall be entitled to one additional vacation day for each year completed thereafter.

6. A twelve (12) month employee is entitled to compensation at his/her current rate of pay for the prorated portion of any earned but unused vacation leave for the current year and his/her credit at time of separation. If a twelve (12) month employee transfers to a nine (9) month position, he/she shall be afforded the opportunity to use accrued vacation prior to the start of the nine (9) month position. In the event the employee is unable to take the accrued vacation time off, he/she shall be paid for the remaining unused time at the twelve (12) month rate of pay prior to the start of the nine (9) month position.

7. Unpaid Leaves of Absence time shall not be counted toward vacation accrual. The vacation anniversary date of said employee will also be adjusted to reflect the length of the Leave of Absence (L.O.A.). Unpaid leaves of less than 4 weeks will not affect anniversary date of

employment for the purpose of vacation accrual.

8. Accrual of vacation benefits shall be permitted for up to two (2) years with prior approval of the Employer.

9. The Board will attempt to employ sufficient substitutes to cover vacation requests.

10. Bargaining unit members may change scheduled vacation time to sick time (provided the employee has accrued sick time available) up to the start of business on the scheduled vacation day(s). A request received by the appropriate manager after the start of business will be charged as vacation time for that day. However, any following day(s) of scheduled vacation time may be converted to sick time. All such requests shall be supported by a doctor's slip detailing the nature of the injury or illness and the anticipated date of return to work.

11. Employees may not schedule vacation during program wide in-service days.

SECTION 2.

A. Twelve (12) month bus drivers and bus riders are entitled to ten (10) days (.03875 for each hour worked) of paid vacation per year. Seven (7) days may be taken at the discretion of employee if

substitutes are available. The other three (3) days may only be taken as determined by the Employer, i.e., summer and Christmas shutdown. As a result of changing program year to anniversary year no one will lose any vacation accrual under the previous contract.

B. Twelve (12) month bus drivers and bus riders are not entitled to the ten (10) days of vacation until they have served in the capacity of a twelve (12) month driver or bus riders for at least one (1) year.

C. Upon the completion of eight (8) years service with the Employer, twelve (12) month bus drivers and bus riders are entitled to fifteen (15) days (.0577 for each hour worked) of paid vacation per year. Eight (8) days must be taken during a time determined by the Employer, i.e., summer and Christmas shutdown. The other seven (7) days may be taken at the discretion of the employee, if substitutes are available.

D. Twelve (12) month bus drivers and bus riders with more than fifteen (15) years of service with the Employer are entitled to one additional day of vacation time (4.5 hours) for each additional year of service up to a maximum of 25 days vacation. The additional days of vacation may be taken at the discretion of the employee, if substitutes are available.

E. Nine (9) month employees who have eight (8) years of service with the Employer are entitled to two days of paid vacation time (i.e., 9 or 13 hours). Nine (9) month employees who have fifteen (15) years of service with the Employer are entitled to three days of

paid vacation time (13.5 or 19.5 hours). This time must be taken during the Christmas shutdown.

SECTION 3.

Twelve (12) month four (4) and four and one half hour (4 ½) custodians are entitled to five (5) days of paid vacation per year upon the completion of his/her first year of employment.

ARTICLE XXI - LEAVES

SECTION 1. Family Medical Leave

A. If an employee takes a leave granted under this Article for a reason covered by the Family and Medical Leave Act, the leave shall be administered under the provisions of the FMLA.

B. Bargaining Unit members will be required to substitute any vacation leave, personal leave, or if applicable, sick leave, for any part of the twelve (12)-week period. The employee shall notify the Department of Human Resources what order he or she wishes to utilize the designated leave. If the employee fails to notify the Human Resources office, the accumulated leaves shall be utilized in the following order: sick leave, if applicable, vacation leave, and personal leave. Employees, at their discretion, shall be permitted to maintain a balance of forty (40) hours of paid leave prior to making the transition to unpaid status during an authorized paid family medical leave. Employees are not entitled to accrue employment benefits while on unpaid family medical leave, except seniority

C. All eligible twelve (12) month Drivers and Riders may meet the hours worked requirement of the F.M.L.A. by working 1025 hours in the previous twelve (12) months prior to the leave application. All other F.M.L.A. requirements remain the same.

SECTION 2. Sick Leave

A. Each employee shall accrue sick leave at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service with the Stark County Board Of Developmental Disabilities.

B. Abuse of Sick Leave: Sick Leave is intended to provide a benefit against lost wages and is not intended to supplement vacations or personal leave. Therefore, the parties agree that the employee should not abuse this benefit and that the employer should attempt to stop any abuse by use of discipline procedures.

1. Application for sick leave with the intent to defraud shall be grounds for disciplinary action which may include dismissal.

2. In the event that an employee uses excessive amounts of sick leave which the employer believes cannot be justified or develops a pattern of sick leave usage that causes the employer to believe that there has been abuse of sick leave, the employee may be subject to appropriate disciplinary action.

   In the event that an employee develops a pattern of sick leave usage that causes the employer to believe that there has been abuse

of sick leave, the employee may also be subject to appropriate disciplinary action. Instances that may constituted a pattern use of sick leave are set forth below, but do not include the following: funeral leave, approved leaves of absence pursuant to Section 3 of this Article, family medical leave, workers compensation leave or absence documented by a physician or licensed practioner:

a. Before and/or after scheduled days off;
b. Before and/or after holidays;
c. After pay days;
d. any one specific day of the week;
e. Absence immediately following overtime worked;
f. Pattern of maintaining 10 hours or less which cannot be justified;
g. Use of more sick leave than earned;
h. Pattern of calling off sick late to avoid tardiness; and
i. Calling off sick on days when vacation or other forms of discretionary leave was denied.

Pattern use shall be defined as 5 occurrences of any of the nine (9) reasons listed above within a program year (July 1st through June 30th).

3. Nothing prohibits the administration from suggesting counseling to anyone abusing sick leave.

C. Sick leave shall be granted to an employee only upon approval of the Superintendent of his/her designee and for the following reasons:

1. Illness or injury of the employee or a member of his/her immediate family. (In case of a member of the immediate family not living in the same household, the Board may credit sick leave when it believes it is justified, but such cases will be carefully investigated.)

2. Death of a member of his/her immediate family. (Sick leave usage limited to five (5) working days and said days must include the day of the funeral.) In the event an employee has previously scheduled leave, such leave shall be recredited to the employee's account.

3. Medical, dental, or optical examination or treatment of employee or a member of his/her immediate family.

4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his/her job would jeopardize the health of others.

5. Pregnancy and/or childbirth and other conditions related thereto.

D. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

E. An employee shall furnish a satisfactory written signed statement to justify the use of sick leave. If medical attention is required, an employee shall furnish a certificate, stating the nature of the illness, from a licensed practitioner to justify the use of sick leave. Such statement may be required for any absence of three (3) or more consecutive work days due to illness or injury. Falsification of either a written, signed sick leave statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

SECTION 3. Leave of Absence

A. Granting a Leave

1. The Superintendent may grant a leave of absence without pay to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months.

2. Leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the county service by improved performance at any level; or for voluntary service in any governmentally-sponsored program of public betterment.

3. The authorization of a leave of absence without pay is a matter of administrative discretion, and generally will be approved only in those cases where the employee has exhausted all other forms of paid leave of absence. The

Superintendent will decide in each individual case if a leave of absence is to be granted.

4. The granting of any leave of absence is subject to approval of the Superintendent sixty (60) days prior to commencement of the desired leave so that the various functions may proceed properly.

5. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position, while an employee is on leave, will be terminated upon the reinstatement of the employee from leave. The terminated employee will be considered for other vacancies, if such vacancies exist.

B. Adoption Leave

An employee who adopts a child of less than one (1) year of age may be granted a leave of absence in accordance with this Article.

C. Cancellation of Leave

If it is found that a leave is not actually being used for the purpose for which it was granted, the Superintendent may cancel the leave and direct the employee to return to work by giving written notice to the employee. An employee may return to work before the scheduled expiration of any leave found in

Article XXI, if requested in writing by the employee and approved by the Superintendent. Failure to return to duty within three (3) days of the expiration or notification of cancellation of leave of absence shall be just cause for removal.

D. Disability Separation

1. When an employee becomes physically unable to perform the duties of his or her position, but is still able to perform the duties of a vacant, lower level position, he/she may voluntarily request reduction to the lower level position. Such request shall be in writing, stating the reason for the request, and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary reduction request shall be the sole discretion of the Superintendent, based upon operational needs and requirements.

2. A physically incapacitated employee, who has exhausted his/her accumulated sick leave and for whom voluntary reduction is not practicable, may request up to six (6) months of personal leave (leave without pay) only if he/she can present evidence as to the probable date on which he/she will be able to return to the same or similar position within a six (6) month period. Such request should be submitted in writing to the Superintendent with a copy of physician's statement attached.

3. A disability separation may be granted when an employee has exhausted his/her

accumulated sick leave, authorized vacation time and any leave of absence without pay where applicable, and is:

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

b. is declared physically incapable of performing the duties of his/her position by a licensed physician.

If an examination is requested or required by the Superintendent, the Superintendent shall designate the physician and shall bear the costs of such examination. Any appointment made to a position vacated by disability separation will be on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from Disability Separation be reinstated to another position, the temporary appointment will be made permanent.

4. Reinstatement. An employee given a disability separation shall have the right to reinstatement, within three (3) years from the date of separation, to the same or similar position. An employee given a disability separation subsequent to a leave of absence without pay shall retain the right of reinstatement for a period of up to three (3) years from the date the employee began the leave of absence with out pay. An employee

must make written application to the Superintendent for reinstatement and must submit a medical release at the time of such request. A medical examination may also be required by the Superintendent and will be conducted by a physician designated by the Board. Within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position, an employee will be reinstated to the same or similar position provided such position(s) still exist and/or are utilized. An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period.

SECTION 4. Maternity Leave

A. An employee may request a leave of absence without pay for maternity purposes by submitting such request in writing to the Superintendent along with a signed physician's statement.

1. The leave of absence will begin on the date the physician states that the employee can no longer perform the substantial portion of their duties and shall not exceed six (6) months.

2. The leave of absence will end on the date on which the physician releases the employee as medically able to return to work.

3. No later than thirty (30) days after delivery, the employee will notify the Superintendent in

writing of her desire to return to work, and her anticipated date of return. If the employee does not return to work on the previously submitted date or does not request an extension of leave, the Superintendent shall consider this lack of action the resignation. Employees who desire to return to work shall be placed in their original position at the same pay, as the needs of the department dictate.

4. The employee may request that any or all accrued sick leave and vacation time be used beginning with the first day of the period that is covered by the physician's statement and shall continue until any or all sick leave and vacation accrual requested is exhausted.

5. At the expiration of the initial six (6) month period, an additional unpaid leave of up to six (6) months may be granted for child care purposes. The employee may request any or all accrued vacation time be used during child care leave.

6. Additional unpaid leave beyond #5 above shall be approved at the discretion of the Board and based on the workload of the work unit.

SECTION 5. Personal Days

A. Each program year beginning July 1, all employees shall be granted, annually, two (2) days of paid leave for personal reasons. Employees hired before January 1 will be granted two (2) days; while employees hired after January 1 will be granted one (1) personal day per program year.

B. Unused personal days may not be carried over year to year.

C. Except in the event of an emergency, the employee shall advise his/her supervisor at least three (3) days in advance of his/her intent to use a paid personal leave day, on a form supplied by the Board.

D. Except in the event of an emergency, such days are to be taken only with the advance approval of the supervisor, except in the event of an emergency, such days shall be scheduled cooperatively by the employee and his/her supervisor to minimize disruption of program/school activities.

E. The Superintendent may extend personal days, without pay. Any extension requests may be submitted directly to the Superintendent.

D. If program-wide bargaining unit absences are over fifteen percent (15%), the Superintendent may restrict personal leave usage.

E. Personal days may not be taken on days scheduled for in service training for the employee's classification.

F. Nine (9) month employees must use personal days during the Board's 9 month calendar.

SECTION 6. Injury Leave

A. If an employee is physically injured during the course of Board employment as a direct result of a violent physical outburst of a student or client, and if such employee files to temporary total disability

compensation under the Worker's Compensation Act of Ohio as a result of such injury, such employee is eligible for up to thirty-five (35) days paid injury leave, less any amounts received by the employee under the Worker's Compensation Act. Any loss of time due to an assault is applicable. The Board may require a physician's statement.

B. Application of such leave shall be made by filing a form, to be supplied by the Board, which will specify the nature of the injury.

SECTION 7. Training Days

A. Employees may be authorized up to two (2) training days, with pay, annually by the Employer to be used to attend job related training programs, workshops, seminars or other training opportunities.

B. Authorization to attend the training program must be obtained from the Superintendent by submitting the appropriate form at least two (2) weeks prior to the date of such training program. The employee must file a written request specifying the nature of the training program to be attended, what the employee hopes to learn through his or her attendance at the training program, and the method that he or she will employ to share the information or training acquired with other interested staff members.

C. The Superintendent and/or designee may deny the employee's request to attend such training program if he or she does not believe that such training program will benefit the employee or the Agency, or for any other justifiable reason.

D. Training day authorization may be canceled by the Superintendent or designee due to staff absences, or any type of emergency situation.

E. Employees shall bear the costs of all expenses incurred by the employee due to his of her request to attend such training program i.e., registration fee, attendance fee, meals, travel expenses, etc.

SECTION 8. Attendance Incentive

Employees shall receive an attendance incentive under the following schedule which does not include vacation, jury duty, personal leave days, workers comp time off, funeral leave or professional leave in the calculations:

0 days absent	$400
1 day absent	$300
2 day absent	$200
3 days absent	$100

Such payment shall be paid at the end of July. Days shall accumulate depending on the employee's contract status. To be eligible the employee must complete his/her entire contract year. Any employee that qualifies as 0 days absent and who earns $400 shall also earn one (1) additional personal day to be used by June 30th of the succeeding year.

ARTICLE XXII - SICK LEAVE PAYMENT UPON RETIREMENT

SECTION 1. An employee at the time of retirement from active service with the Board shall be paid for thirty percent (30%) of the value of his/her accrued but unused sick leave

credit earned while employed with the Board; however the maximum of such payment shall be fifty (50) days.

SECTION 2. Such payment shall only be made for a bona fide retirement; that is, the employee qualified and actually retires under PERS or STRS.

SECTION 3. Such payment shall not be paid simply upon termination or separation.

SECTION 4. To qualify for such payment, the employee must have had, prior to the date of retirement, ten (10) or more years of service with the County, the State or any of its political subdivisions.

SECTION 5. Such payment shall be based on the employee's rate of pay at the time of retirement.

SECTION 6. Such payment shall eliminate all remaining sick leave credit accrued by the employee.

SECTION 7. Such payment shall be made only once to any employee.

SECTION 8. An eligible Board employee who is retiring shall complete a "Sick Leave Payment Upon Retirement Form."

ARTICLE XXIII - INSURANCE

SECTION 1. The Board agrees to contribute the following maximum amounts toward premiums for each full-time employee's, twelve (12) month thirty two and one-half (32 ½) hour bus driver's and rider's and nine (9) month thirty and one-half (30 ½) hour bus driver's and rider's participation in

the Group Health Insurance Plan as provided by Stark County Schools Council of Governments. The board will pay the following percentage of premiums for medical and dental insurance for each full time employee as well as all 12 month bus drivers and child welfare aides and those grandfathered for the duration of this contract. Upon the expiration of the collective bargaining agreement, the percentages for medical coverage shall be adjusted to be in compliance with State law, if any are applicable. In the event that the State law does not provide for the percentages, the Board and Employee's Share provided herein shall remain in effect.

	Board's Share	Employee's Share
Medical	90%	10%
Dental	50%	50%

SECTION 2. Stark County School's Council of Governments

A. The Stark Board of DD shall provide the health-care benefits and services contained in the Summary Plan Description.

B. Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, underwriters, insurance administrators, the Stark County Schools' Council of Governments or any participating member thereof, participating in the Health Care Benefit Program of the Stark County Schools' Council of Governments, shall not be reduced, modified or eliminated during the term of the collective bargaining agreement without the written approval of the Association.

C. Amounts required under this collective bargaining agreement to be contributed by employees for the cost of health insurance shall be determined by the Board of DD as a percentage of the Board's total annual program cost under the Agreement regarding the Health Benefits Program of the Stark County Schools' Council (Program Agreement). Amounts so contributed by employees shall be deposited by the Board of DD, together with its contribution for such program costs, in the Operating Fund under the Program Agreement. Any amounts on deposit in or attributable to the Operating Fund at the end of a fiscal year shall be credited to contributing employees in accordance with the same percentage that is imposed upon them by this collective bargaining agreement. Such credit shall be made no later than April 1st of the succeeding fiscal year. Any contributing employee whose employment ceases during the fiscal year must apply in writing within thirty (30) days from cessation of employment for a refund equal to the amount of his/her individual credit. Said amount shall be payable by the Board no later than sixty (60) days from written application by the contributing employee.

D. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization pursuant to Chapter 1742 of the Ohio Revised Code.

E. If agreement is reached by the County C.O.G. and the UniServ office on common specifications for the C.O.G. member districts, such specifications will

become amendments to this contract upon agreement of the Association President and the Superintendent.

F. Section 125 -Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the Stark County's Section 125 Plan.

G. Medical Information

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with the Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

L. Early Retirement Incentive

Health insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS/SERS/PERS providing the participant pays 100% of the Board cost one (1) month in advance.

SECTION 3. Dental Insurance

The terms of the dental insurance plan are set forth in Attachment.

2. All employees who work less than twelve (12) months, i.e., nine (9) and ten (10) month employees, must work one hundred twenty (120) days in a program year to receive the appropriate increase. (Except Food Service Workers working ninety-four (94) days per year.) (Step or percentage).

3. Those specified under Article XI, Section 7.

4. Holidays on which an employee does not actually work, paid disciplinary leave for which the employee is found guilty, or unpaid leaves of absence shall not be included in the calculation of work days (120 to 180).

D. The program year shall commence on July 1 of one year and end on June 30 of the next year, i.e., July 1, 2007 to June 30, 2008.

E. An employee shall not receive a pay increase during the first 85 days of his or her probationary period.

F. Employees with 22-25 years of service will receive a longevity amount of $0.12 per hour, employees with 26-30 years of service will receive a longevity amount of $0.25 per hour, and employees with more than 30 years of service will received a longevity amount of $0.37 per hour.

SECTION 2.

A. Upon prior approval of the Superintendent, or designee, an employee who is required to work more than forty (40) hours in a work week will be entitled to overtime compensation. Time up to forty (40) hours

will be straight time, over forty (40) hours will be one and one half (1 1/2) times the employee's regular rate of pay. Overtime compensation shall be paid in accordance with the rules and regulations under the Federal Fair Labor Standards Act, as amended.

B. In the event it is impossible for the employee to submit the signed statement in advance, the employee shall submit the signed statement on the next work day. In such event, the employee shall indicate the reason the statement is being submitted after the work has been completed. The employee's immediate Supervisor must verify the necessity of the overtime work to permit overtime compensation to the employee's account.

SECTION 3. PERS Pick-up

A. The fiscal agent shall contribute to the Public Employees Retirement System (PERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as mandatory salary reduction from the contract salary otherwise payable to such classified employees.

B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to 10% of said employee's total annual salary. This amount shall be paid as an employee contribution by said employee and shall be paid by the Board to

PERS on behalf of said employee as a "pickup" of the PERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pickup" for said employee and shall be payable, subject to applicable deductions, to said employee. Upon the expiration of the collective bargaining agreement, the deferred employee salary shall be adjusted to be in compliance with State law.

C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pickup" amounts) and its employer contributions to PERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

D. The Board shall compute and emit its employer contributions to PERS based upon the total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

E. The "pickup" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

F. The "pickup" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

G. This provision shall be effective and the "pickup" shall apply to all payroll payments made after clearance by IRS.

H. The current taxation or deferred taxation of the "pickup" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pickup" will be deferred. If the IRS or other governmental entity declares the "pickup" not to be tax deferred, this section shall be null and void and the retirement contribution procedure in place prior to the effective date of this provision shall be in effect.

I. All of the above is subject to the terms and conditions of the August 24, 1992, letter to Rebecca C. Huddle (to be attached). Also, subject to individual payroll deductions as necessary.

ARTICLE XXV - GRIEVANCE PROCEDURE

SECTION 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement not those matters not covered by this Agreement.

SECTION 2. A grievance, under this procedure, may be brought by any bargaining unit employee. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one employee selected by such group will process the grievance and each employee desiring to be included shall sign the grievance.

SECTION 3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to elapse without further appeal. Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

SECTION 4. The written grievance shall be submitted on the grievance form attached as Appendix 2 and 3, and shall contain the following information:

1. Aggrieved employee's name;

2. Aggrieved employee's classification;

3. Name of the employee's immediate supervisor;

4. Date of the incident giving rise to the grievance;

5. Date the grievance was first discussed;

6. Date grievance was filed in writing at Step 1;

7. A statement as to the specific Articles and Sections of the Agreement violated;

8. A brief statement of the facts involved in the grievance; and

9. The remedy requested to resolve the grievance.

SECTION 5. The time limitations provided for in this Article may be extended by mutual agreement between the Board and Association. Such extensions shall be submitted in writing and signed by both parties. Days, as used in this Article, shall mean calendar days and shall not include Saturdays, Sundays, or holidays as specified in Article XIX herein.

SECTION 6. Each grievance shall be processed in the following manner:

A. Appealable directly to Step 3:

1. Salary (specifically money and overtime issues) and insurance must be appealed within thirty (30) days of the date of occurrence of the event giving to the grievance.

2. All disciplinary action must be appealed within fifteen (15) days of the date of occurrence of the event giving rise to the grievance.

B. All other grievances will begin at the Informal Step within fifteen (15) days of the incident giving rise to the grievance.

Informal Step: An employee having a grievance will first bring that complaint verbally, within fifteen (15) days of the incident giving rise to the grievance to the attention of the employee's immediate supervisor with the objective of resolving the matter informally at that level. Resolution of the matter shall occur within five (5) days of the informal discussion or the grievant, if not satisfied, may within five (5) days reduce the grievance to writing and submit the grievance at Step 1.

Step 1 - Immediate Supervisor: The immediate supervisor upon receipt of a written grievance shall schedule a formal meeting between him/herself and the employee filing the grievance. Within five (5) days after the formal meeting, the Immediate Supervisor shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the Immediate Supervisor, the employee may within five (5) days pursue the grievance to Step 2 of the procedure.

Step 2 - Department Head: The Department Head upon receipt of a written grievance, shall schedule a formal meeting within five (5) days between him/herself and the employee filing the grievance. Within five (5) days after the formal meeting, the Department Head shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the Department Head, the employee may within five (5) days pursue the grievance to Step 3 of the procedure.

Step 3 - Superintendent: The Superintendent or his designee upon receipt of a written grievance, shall schedule a formal meeting within ten (10) days between him/herself and the employee filing the grievance. Within ten (10) days after the formal meeting, the Superintendent or his designee

shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response received from the Superintendent, the employee may pursue the grievance to Arbitration in accordance with the provisions of Step 4 herein.

Step 4 - Arbitration: If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon request of the Association in accordance with this Section of this Article. The right of the Association to request Arbitration over an unadjusted grievance is limited to a period of ten (10) days from the date final action was taken or required to be taken on such grievance under Step 3 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Board.

A. Upon receipt of a notice to arbitrate, the Board and the Association shall attempt to select a neutral person to act as Arbitrator. In the event the two (2) designated spokespersons cannot agree upon the third person within ten (10) days of the demand for arbitration, the parties will submit a joint request to the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as Arbitrator in accordance with its then applicable rules and regulations.

The Arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

SECTION 4. Life Insurance

A. The term life insurance for all individuals working four (4) or less hours per day shall be in the amount of $25,000. Individuals who work more than four (4) hours per day shall be entitled to life insurance as follows: $50,000 . Modifications to this provision may be necessary to comply with requirements of the insurance carrier. This term life insurance shall be totally paid for by the Board. There shall be an equal amount of accidental death and dismemberment coverage.

B. Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $20,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

SECTION 5. Employees other than full-time employees, twelve (12) month thirty two and one-half (32 ½) hour riders and drivers and nine (9) month thirty and one-half (30 ½) hour may participate in the Group Health Insurance and/or dental insurance plans providing that they work at least the minimum number of hours per week required by the insurer to be eligible for participation in the program. The employee shall pay the full premium cost for the desired coverage.

SECTION 6. In the event the Board is forced to change carriers, from the Health Care Benefit Program of the Stark County Schools Council of Governments, the Board will continue to provide the same comparable hospitalization and medical insurance programs in effect on the date of the execution of this agreement.

Prior to any necessary change of coverage to a comparable program with a new insurance carrier, the Board will notify the Association the opportunity for review, questions and comments. The Board will continue to contribute the following maximum amounts (percentage share) for all employees covered under the present plan.

ARTICLE XXIV COMPENSATION / OVERTIME / PERS PICKUP

SECTION 1.

A. For the duration of this Agreement an employee shall be compensated in accordance with the attached salary schedule (See Appendix 1) providing the employee meets the necessary criteria, outlined in C below to qualify for the wage advancement.

B. Pay increases shall be awarded by the following schedule:

The parties agree to a step freeze for the term of this Agreement.

C. To qualify for the wage advancement defined in A. above, an employee must meet the following criteria:

1. All twelve (12) month employees must work one hundred eighty (180) days in a program year to receive the appropriate increase (step or percentage).

1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement;

2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Board under applicable law under its rulemaking powers not contrary or inconsistent with terms of this Agreement;

3. Concerning the establishment of wage scales;

4. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated.

B. The question of arbitrability of a grievance may be raised by either party before the Arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merit before the same Arbitrator.

C. The decision of the Arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the Board, the Association, and the grievant. The decision of the Arbitrator shall be final and binding upon all parties.

D. The cost of the services of the Arbitrator, the fee of the Arbitrator, and rent, if any, for the hearing rooms shall be borne by the losing party. The expenses of any non-employee witness shall be borne, if at all, by

the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of the transcript. Any bargaining unit employee whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

SECTION 7. No employee shall file a grievance after the effective date of his/her resignation, except in matters of wages and for fringe benefits.

SECTION 8. The Board and the Association will develop jointly a grievance form, which shall provide the information as outlined in Section 4. The Association shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

SECTION 9. Any employee may choose one (1) other employee to accompany him/her in Step 1 through Step 3 of the grievance procedure. Such employee may be the Association President or Representative.

SECTION 10. When an employee covered by this Agreement represents himself in a grievance, the Board will advise the Association of its disposition. No settlement shall be in conflict with any provision of this Agreement.

SECTION 11. The grievance procedure set forth herein shall be the sole and exclusive method of appealing and settling disputes concerning this contract between the Board and the bargaining unit employees and the Association.

ARTICLE XXVI - WAIVER IN CASE OF EMERGENCY

SECTION 1. In case of emergency such a natural disaster (flood, tornado, earthquake, etc.) or a civil disorder - excluding strikes and other similar acts of work stoppage - the following conditions of this Agreement shall be automatically suspended, without recourse from the Association, upon declaration of said emergency in writing by the board.

1. Time limits for Employer/Association replies to grievances.

2. All work rules and /or agreements and practices relating to the assignment of employees outside of classification.

SECTION 2. At the conclusion of such declaration of emergency, all above suspended requirements shall be reinstated.

ARTICLE XXVII – DRUG FREE WORKPLACE

SECTION 1. The Board may suspend with pay, pending the outcome of any investigation and/or trial, an individual accused of a drug-related offense.

SECTION 2. The conviction, guilty, or no contest plea of an individual for unlawfully possessing and/or using and/or manufacturing, distributing and/or dispensing any controlled substance as defined in federal and state law while engaged in work or in the workplace shall be sufficient grounds for termination of employment if the Board so chooses.

ARTICLE XXVIII - DURATION

SECTION 1. This Agreement shall be effective as of June 1, 2011, and shall remain in full force and in effect until May 31, 2014.

SECTION 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Board and the Association and all prior agreements, practices and policies, either oral or written, are hereby canceled.

SECTION 3. The Contract supersedes and prevails over all statues of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code) and all previous contracts. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the

Contract shall remain in full force and effect. The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the contract into compliance.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year above mentioned.

Stark County Board of Developmental Disabilities

By: _____
Board President

By: _____
Superintendent

05-46-11
Board Resolution

Stark County MR/DD Support Staff Association

By: _____
Association President

By: _____
Association Vice President

Stark County Commissioners

By: _____

_____

_____
Date: June 15, 2011

APPENDIX 1

SALARY SCHEDULES

Schedule A - Mechanic

Step	2011-2012	2012-2013	2013-2014
0	0.00	0.00	0.00
1	15.70	15.78	15.86
2	16.17	16.25	16.33
3	16.65	16.73	16.81
4	17.16	17.25	17.34
5	17.66	17.75	17.84
6	18.20	18.29	18.38
7	18.75	18.84	18.93
8	19.31	19.41	19.51
9	19.90	20.00	20.10
10	20.49	20.59	20.69

Schedule B - Maintenance, Accounting Clerk, Fixture Maker

Step	2011-2012	2012-2013	2013-2014
0	0.00	0.00	0.00
1	14.95	15.02	15.10
2	15.39	15.47	15.55
3	15.86	15.94	16.02
4	16.33	16.41	16.49
5	16.82	16.90	16.98
6	17.33	17.42	17.51
7	17.86	17.95	18.04
8	18.38	18.47	18.56
9	18.94	19.03	19.13
10	19.50	19.60	19.70
11	20.09	20.19	20.29
12	20.68	20.78	20.88
13	21.31	21.42	21.53
14	21.96	22.07	22.18
15	22.61	22.72	22.83

Schedule C – Bus Driver, Truck Driver, Vehicle Operator/CWE/SE

Step	2011-2012	2012-2013	2013-2014
0	0.00	0.00	0.00
1	13.15	13.22	13.29
2	13.54	13.61	13.68
3	13.96	14.03	14.10
4	14.37	14.44	14.51
5	14.81	14.88	14.95
6	15.25	15.33	15.41
7	15.71	15.79	15.87
8	16.18	16.26	16.34
9	16.67	16.75	16.83
10	17.17	17.26	17.35
11	17.68	17.77	17.86
12	18.21	18.30	18.39
13	18.76	18.85	18.94
14	19.32	19.42	19.52
15	19.91	20.01	20.11

Schedule D - Clerk, Custodial, Head Cook

Step	2011-2012	2012-2013	2013-2014
0	0.00	0.00	0.00
1	12.27	12.33	12.39
2	12.64	12.70	12.76
3	13.01	13.08	13.15
4	13.40	13.47	13.54
5	13.81	13.88	13.95
6	14.22	14.29	14.36
7	14.65	14.72	14.79
8	15.09	15.17	15.25
9	15.53	15.61	15.69
10	16.01	16.09	16.17
11	16.48	16.56	16.64
12	16.98	17.06	17.15
13	17.48	17.57	17.66
14	18.01	18.10	18.19
15	18.54	18.63	18.72
16	19.11	19.21	19.31
17	19.67	19.77	19.87
18	20.27	20.37	20.47
19	20.88	20.98	21.08
20	21.50	21.61	21.72
21	22.15	22.26	22.37

Schedule D-2 - Clerk, Custodial, Head Cook *Employees hire after July 2010

Step	2011-2012	2012-2013	2013-2014
0	0.00	0.00	0.00
1	12.27	12.33	12.39
2	12.64	12.70	12.76
3	13.01	13.08	13.15
4	13.40	13.47	13.54
5	13.81	13.88	13.95
6	14.22	14.29	14.36
7	14.65	14.72	14.79
8	15.09	15.17	15.25
9	15.53	15.61	15.69
10	16.01	16.09	16.17
11	16.48	16.56	16.64
12	16.98	17.06	17.15
13	17.48	17.57	17.66
14	18.01	18.10	18.19
15	18.54	18.63	18.72

Schedule E - Assistant Cook

Step	2011-2012	2012-2013	2013-2014
0	0.00	0.00	0.00
1	11.22	11.28	11.34
2	11.55	11.61	11.67
3	11.91	11.97	12.03
4	12.26	12.32	12.38
5	12.63	12.69	12.75

Schedule F - Bus Rider, Food Service Worker

Step	2011-2012	2012-2013	2013-2014
0	0.00	0.00	0.00
1	0.00	0.00	0.00
2	9.57	9.62	9.67
3	9.87	9.92	9.97
4	10.16	10.21	10.26
5	10.46	10.51	10.56
6	10.79	10.84	10.89
7	11.11	11.17	11.23
8	11.44	11.50	11.56
9	11.80	11.86	11.92
10	12.15	12.21	12.27
11	12.51	12.57	12.63
12	12.90	12.96	13.02
13	13.28	13.35	13.42
14	13.68	13.75	13.82
15	14.09	14.16	14.23
16	14.50	14.57	14.64
17	14.95	15.02	15.10

APPENDIX 2
GRIEVANCE PROCEDURE FORM

Grievance No. _____

STARK COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
GRIEVANCE PROCEDURE FORM

Aggrieved Employee and/or Employees_____

_____

Employee Classification_____

Immediate Supervisor_____

Building_____

Date Grievance Occurred_____

Date Grievance First Discussed_____

Date of Formal Filing at Step 1_____

Articles and Sections of Collective Bargaining Agreement involved:

_____

_____

STATEMENT OF GRIEVANCE:

ACTION REQUESTED:

_____
Grievant Signature (Step 1)

_____
Grievant Signature (Step 2)

_____
Grievant Signature (Step 3)

APPENDIX 3
GRIEVANCE DECISIONS

LEVEL I (Formal) Decision_____

_____

Date_____

Signature_____
Administrative Representative

Signature_____
Grievant and/or Association Representative

****

LEVEL II (Formal) Decision _____

_____

Date_____

Signature_____
Administrative Representative

Signature_____
Grievant and/or Association Representative

****

LEVEL III (Formal) Decision _____

_____

Date_____

Signature_____
Administrative Representative

Signature_____
Grievant and/or Association Representative

Where decision requires additional space, attach pages as necessary.

MEMORANDUM OF UNDERSTANDING

MAY 20, 2011

1. Any and all employees on schedule (F)(1) (bus riders) as of the date of the signing of this Memorandum shall advance to (F)(2).

2. A 1% salary increase shall be added to the base of each salary schedule in contract year 2011-2012. June 9, 2011 shall be the effective date of the salary increase.

3. A .5% salary increase shall be added to the base of each salary schedule in contract year(s) 2012-2013 and 2013-2014. June 7, 2012 and June 6, 2013 shall be the effective date of the salary increase.

4. The parties agree that they will meet and discuss potential solutions regarding the recall from layoff of bus drivers and riders into twelve (12) month vacancies pursuant to Article XIII.

Resolution

Distribution
Journal
File
DD

Stark County Commissioners

Adopted June 15, 2011

Subject **COLLECTIVE BARGAINING AGREEMENT BETWEEN THE STARK COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE STARK COUNTY EDUCATORS AND PROFESSIONAL TRAINERS ASSOCIATION**

Commissioner Bernabei moved the adoption of the following Resolution which was seconded by Commissioner Creighton.

WHEREAS, the DD Board and the Stark County Educators and Professional Trainers Association have submitted a three-year agreement.

NOW, THEREFORE, BE IT RESOLVED:

That the Stark County Board of Commissioners hereby approves the collective bargaining agreement between the DD Board and the Stark County Educators and Professional Trainers Association effective June 1, 2011 through May 31, 2014, which agreement is incorporated herein by reference and made a part hereof the same as though rewritten herein in full.

Upon roll call the vote resulted as follows:

MR. FERGUSON - Yes MS CREIGHTON - No MR. BERNABEI - Yes

CERTIFICATE

I, Marsha A. Cimadevilla, Personnel Manager and Assistant Clerk to the Board of the Stark County Commissioners, hereby certify the foregoing to be a true and correct record of the action adopted by the Board.

Marsha A Cimadevilla

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