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STATE EMPLOYMENT
RELATIONS BOARD

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AGREEMENT

BETWEEN

THE ASHLAND COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

AND

**THE ASHLAND COUNTY
DEVELOPMENTAL DISABILITIES SERVICE AND
SUPPORT ADMINISTRATORS ASSOCIATION**

JANUARY 1, 2011 – DECEMBER 31, 2013

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ARTICLE 1: RECOGNITION

- 1.1 Recognition Statement. The Ashland County Board of Developmental Disabilities, hereinafter called the "Board" or "Employer," hereby recognizes the Ashland County Developmental Disabilities Services and Support Administrator's Association, OEA/NEA affiliate, hereinafter called the "Association," as the sole and exclusive representative for the bargaining unit for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.
- 1.2 Bargaining Unit Defined
 - 1.21 The bargaining unit shall include all full-time Service and Support Administrators currently employed or to be employed excluding all employees in the Ashland County Developmental Disabilities Education Association, supervisory, confidential, management level, seasonal, casual, fiduciary and student employees as defined by Section 4117 of the Ohio Revised Code, and in accordance with the SERB order in case number 02-REP-0134.
 - 1.22 Hereinafter, employee(s) in the defined unit will be referred to as the "employees".
 - 1.23 Any newly created position that falls reasonably within the meaning of Subsection 1.21 of this section shall be included in the bargaining unit. Any new position that is subject to dispute shall be submitted to the State Employment Relations Board to determine whether or not it must be included in the bargaining unit.
- 1.3 Withdrawal of Recognition. The Board's recognition of the Association as provided for in Section 1.1 shall continue unless and until such recognition is legally withdrawn in accordance with law.
- 1.4 Statutory Changes. If at any time during the term of this collective bargaining agreement, the Ohio Statute revises so that Service and Support Administrators are permitted to be in the same bargaining unit as the other unionized employees, then the parties agree to jointly petition the State Employment Relations Board to effect such change.

ARTICLE 2: ASSOCIATION RIGHTS

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

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

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

The means of communication identified in Sections 2.2, 2.9, 2.10, 2.12, and 2.18 shall constitute the exclusive methods by which the Association is permitted to have access to employees during working time and work areas except as may be otherwise

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

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

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

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

The Association president shall be provided with one (1) copy of all written policies, rules, regulations and procedures of the Employer and any subsequent amendments, and, in addition, copies of this information should be readily available at each building/work site.

- 2.16 Representation of Employees. An employee shall be entitled to Association representation at any meeting with the administration/employer where the employee believes that disciplinary action may be the result of that meeting or where there are concerns about critical aspects of their jobs. Upon such request, said meeting shall be reasonably delayed for a period not to exceed forty-eight (48) hours until the representative is in attendance. For the purpose of this section, an "Association Representative" shall mean a building representative, an officer of the Association or such representative as the employee deems necessary.
- 2.17 Fair Share Fee. Each employee covered by this Agreement, who fails to voluntarily acquire or maintain membership in the Association by October 15 of each year or within a thirty (30) day period following the completion of his/her probationary period after initial employment, shall be required to pay a service fee which shall not exceed the dues paid by members of the Association.

The employer shall automatically deduct such dues from the pay of the service fee payers (non-members) in accordance with the payroll deduction procedures as set forth in Article 2.2 (Dues Deduction). The Association Treasurer shall, no later than September 30 of each year, notify the employer of the amount of dues to be deducted

for that school year (July 1 – June 30). The Association shall be responsible for insuring that the Fair Share Fee arrangement provided for in this section fully complies with state and federal law. This provision shall not be interpreted to require any employee to become a member of the Association.

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

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

ARTICLE 3: BARGAINING PROCEDURE

- 3.1 Subjects of Bargaining. The subjects of bargaining are controlled by Chapter 4117 of the Ohio Revised Code.
- 3.2 Bargaining Team Composition. The bargaining procedure shall be conducted between representatives of the Board and the Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than two (2) members; however, each team at its option may have two (2) observers (non-speaking) in attendance at negotiation sessions. Each party represented in the bargaining procedure shall determine who will be its bargaining team representatives, but shall not select members of the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith.
- 3.3 Executive Sessions. All bargaining sessions shall be in executive session, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.

- 3.4 Consultants. Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.
- 3.5 Initiating the Bargaining Procedure. Negotiations for a successor agreement may be initiated by either party in accordance with the procedures set forth in Revised Code Chapter 4117, except that any Notice to Negotiate must be filed not earlier than ninety (90) days nor later than (60) days prior to the expiration of this agreement. The timelines established may be modified by mutual written agreement of the parties. Within five (5) working days following receipt of a Notice to Negotiate, the parties shall determine a mutually acceptable meeting date and time to initiate negotiation of the successor agreement which shall not be later than thirty (30) days after the date of receipt. At the initial meeting, the parties shall designate their bargaining team members.
- 3.6 Location of Meetings. Meetings will be held at a mutually agreed to location.
- 3.7 Dates and Times of Meetings. Sessions will be scheduled by mutual agreement. Each session will continue until the agreed upon ending time, or until an earlier time is determine in good faith by one of the parties.
- 3.8 Requests for Data. All requests for data shall be in writing. The employer is not responsible for the assembly of data which is a matter of public record and which may be directly obtained and compiled by the Association, but will provide documents which are requested and which are public information. This provision is not intended to supersede Section 149.43 of the Ohio Revised Code.
- 3.9 Proposals. All proposals shall be in writing and all written proposals and materials shall be submitted in sufficient quantity to provide copies for each member of the other parties' bargaining team. If a party offers a verbal counter proposal, the other party may require that such proposal be reduced to writing.
- 3.10 Order of Proposals and Counter Proposals. Items for negotiations, together with proposals thereon, shall be presented at the initial bargaining session. No items shall be added after the initial session unless mutually agreed to by both parties.
- 3.11 Meeting Notes. No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.
- 3.12 Caucus. Either bargaining team may call for a caucus during a bargaining session.
- 3.13 News Media. It is agreed that during the negotiating period, neither party shall issue a statement to the news media. If during the negotiations, press releases should become necessary, the content must be mutually agreed upon or no release will be made. It is understood that following the release of a fact-finder's recommendation, either party is free to make unilateral releases.

3.14 Tentative Agreement Procedure. As items are discussed and agreement reached, said items shall be reduced to writing and initialed by the spokesperson of each team. This shall denote tentative agreement only.

3.15 Agreement. Preparing issues for presentation to the Association and the Board for approval:

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

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

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

3.16 Mediation. If the parties are unable to reach agreement after a reasonable period of negotiations, the parties may jointly prepare a request for the assistance of a mediator from the Federal Mediation and Conciliation Service. Mediation shall be on all issues on which tentative agreement has not been reached by the parties. The parties agree that the mediation procedure contained in this section is the sole and exclusive dispute settlement procedure desired by the parties and shall supersede all other dispute settlement procedures set forth in O.R.C. 4117.

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

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Purpose. The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

4.2 Definitions

- 4.21 "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the Labor Agreement that exists between the Employer and the Association.
- 4.22 "Class action grievance" shall be a grievance that affects more than one member in the bargaining unit. Such class action grievance(s) and Association grievances(s) may be filed directly at Step Two.
- 4.23 "Grievant" shall mean the Association or employee(s) initiating a grievance.
- 4.24 "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
- 4.25 "Days" shall mean weekdays (Monday through Friday) except that calamity day(s), holiday(s), and total program shut down periods shall not be counted.

4.3 Rights of the Grievant and the Association

- 4.31 The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- 4.32 The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
- 4.33 Grievance forms shall be exhibited in the appendix of this Contract and it shall be the exclusive right of the Association to issue forms to an employee(s). See Appendix B.
- 4.34 The Association has the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- 4.35 The Association shall receive copies of all communications in the processing of grievances.

4.4 Time Limits

- 4.41 The number of days indicated at each step in the procedure shall be the maximum and may be extended only by written mutual agreement of the parties.
- 4.42 A grievance shall be filed within thirty (30) days of the act or the grievant's awareness of the act on which the grievance is based.

4.43 Failure of the grievant to comply with time lines shall be cause for the grievance to be dismissed and shall be considered resolved in accordance with the most recent disposition submitted by the Employer.

4.44 Failure of the Employer, or its agent(s), to comply with the time lines shall result in the grievance proceeding to the next step in this process.

4.5 Grievance Procedure

4.51 Informal Step

When an employee becomes aware of an act on which a grievance is to be based, the employee and the Association representative shall discuss the grievance with the employee's immediate supervisor. If the grievance is to be filed with the grievant's immediate supervisor, there should be an attempt to resolve the grievance informally.

If the grievance is not resolved during the informal step, or in the event the immediate supervisor is without authority to resolve the grievance, the Association may file a written grievance with the appropriate supervisor.

4.52 Step One:

The appropriate supervisor shall arrange and hold a meeting within ten (10) days of receipt of the grievance. When the appropriate supervisor is other than the employee's immediate supervisor such immediate supervisor shall be provided with a copy of the written grievance at the time it is filed. The Association, grievant, and Employer/designee may present evidence to sustain their positions.

Within ten (10) days of the conclusion of the meeting, the appropriate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, or if no response was given within the ten (10) day timeline, the Association may file a written appeal to proceed to Step Two of this procedure within ten (10) days of the date the written response was received by the Association or the grievant, whichever is earlier, or if no response was received, no later than twenty (20) days after the date of the Step one meeting.

4.53 Step Two:

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

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

4.54 Step Three:

Within ten (10) days of receipt of the Step Two response, or within twenty (20) days after the meeting is held at Step Two if the Step Two supervisor fails to file a timely response, the Association shall notify the Superintendent of its intent to proceed to arbitration. Such notification may be mailed by certified mail, return receipt requested, or hand delivered, receipt signed by the Superintendent or his/her designee.

Either party may request that the grievance be processed through the Expedited Labor Arbitration Rules of the American Arbitration Association. Should this option be exercised by mutual agreement, such rules would be adhered to for the selection of an arbitrator as well as the arbitration proceedings.

4.6 Arbitration

4.61 Selection of the Arbitrator

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

4.62 Authority of the Arbitrator

The arbitrator shall conduct an impartial hearing on the grievance, hearing testimony and evidence from the parties, unless the parties mutually agree to submit their dispute by written stipulations, if any, and brief(s).

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Association.

The question of arbitrability may be raised and shall be determined by the selected arbitrator. Such arbitrator's decision on the question of arbitrability shall likewise be final and binding on all parties to the grievance. When arbitrability is to be raised by a party to the grievance, the other party(ies) shall be given written

notification which shall include the specification(s) of that party's position regarding arbitrability. Such notice shall be received by the other party no later than fifteen (15) days after arbitration have been requested. Failure to provide such written notice and specifications shall make any subsequent claim regarding arbitrability null and void.

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

4.63 Cost of Arbitration

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

4.7 Miscellaneous

- 4.71 All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. Each party shall provide the other with copies of all communications. All such submissions including the initial written grievance, must be submitted during normal work hours (between 8:00 a.m. and 4:00 p.m.).
- 4.72 Receipt by the Employer of any communications or grievances shall be construed to be the delivery date and time to the appropriate supervisor's office, provided a receipt is obtained.
- 4.73 Receipt by the Association of any communications shall be construed to be the delivery date to the designated office of the Association, or the Association president, provided a receipt is obtained.
- 4.74 Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 4.75 A designated employee representative and all necessary witnesses shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- 4.76 No reprisals or recriminations shall be taken against any employee(s) who files or takes part in a grievance.

- 4.77 A grievance may be withdrawn in writing by the Association or settled in writing with the Employer at any time with or without prejudice. Such withdrawal or settlement does not establish a precedent nor does it prejudice either party.

ARTICLE 5: ABSENCES AND LEAVES

5.1 Sick Leave

- 5.11 Eligibility and Accrual. Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths hours with pay. Employees shall accrue sick leave based upon hours in active pay status.
- 5.12 Utilization. An employee(s) may use sick leave for absence due to the employee's, or his/her immediate family member's medical, dental or optical examination or treatment, personal illness, pregnancy, or injury. In addition, an employee may use sick leave if the employee has been exposed to a contagious disease, such that the presence of the employee at his job would jeopardize the health of the employee's fellow workers and/or clients. Employees may use sick leave in the event of a death in the employee's immediate family.
- 5.121 When sick leave is used, it shall be deducted from the employee's credit on the basis of one quarter (1/4) hour for every fifteen (15) minutes of absence from previously scheduled work.
- 5.122 The Employer shall require employees to complete and sign a sick leave form provided by the Board, within a reasonable time period, upon return from leave, but such time period shall not exceed three (3) working days. An employee shall make every effort to report no later than one (1) hour prior to his/her reporting time notifying his/her immediate supervisor of his/her absence and shall make periodic contact with his/her immediate supervisor during long-term absences unless the term of the leave has been communicated previously. The employee will make every effort to notify his/her immediate supervisor of his/her intent to return to work no later than 3:00 p.m. on the day prior to returning to work. Failure to report to work or adhere to the timelines and requirements as set forth in this Article may result in disciplinary action.
- 5.123 If an employee or a member of his/her immediate family requires medical attention, the employee may be required to submit a written certificate from a licensed medical practitioner. Sick leave requests for more than three (3) workdays may, at the Employer's discretion, require the written certificate of a licensed medical practitioner. Falsification of a physician's certificate or a licensed medical practitioner. Falsification of a physician's certificate or sick leave abuse will be grounds for corrective action, including discharge, without progressive discipline.

- 5.124 After and only after an employee exhausts all of his/her sick leave, personal leave and vacation leave time provided for in this Agreement, but does not require the long-term leave or leaves available as specified in other sections of this Agreement, the Superintendent may grant the employee unpaid sick leave on an as needed basis, up to a maximum period of one year. Continuous service for seniority purposes is not broken by use of either paid or unpaid sick leave.
- 5.125 For the purposes of Article 5 of this Agreement, "immediate family" is defined as: spouse, children, father, mother, brother, sister, in-laws, aunts, uncles, nieces, nephews, grandparents, grandchildren, or other persons who have assumed similar positions, regardless of residence.
- 5.13 The previously accumulated sick leave for an employee who has been separated from the public service shall be placed to his credit upon his reemployment in the public service, provided that such reemployment takes place within ten years of the date, which the employee was last separated from public service. An employee who has transferred from another Ohio public employer shall be credited with unused balance of his/her accumulated sick leave up to a maximum of five hundred (500) hours.
- 5.14 Sick Leave Bank. The Sick Leave Bank ("Bank") is for the express purpose of providing additional sick leave days to those employees who have suffered from a major physical or mental illness (i.e., heart attack, stroke, cancer, etc.) or serious accident that prohibits them from returning to work and performing their normal job responsibilities. The Bank shall be implemented based on the following provisions:
- 5.141 Each bargaining unit member and management employee shall have the option of becoming a member of the Bank by contributing one (1) day of his/her accumulated sick leave to the Bank each year, during the month of September. Once a sick leave day has been contributed to the Bank, the member may not withdraw the day. SSAs may contribute one (1) day within thirty (30) days of ratification of this Collective Bargaining Agreement.
- 5.142 If at any time the Bank contains less than thirty (30) accrued days, the Sick Leave Bank Committee ("Committee") may choose to reopen the Bank for contributions. Only those employees who contribute during the "re-opened" period will remain members of the Bank. Any employee not contributing days during the annual contribution period or the "re-opened" period shall forfeit his/her membership in the Bank.
- 5.143 A new employee of the Board must notify the Committee, within fifteen (15) days after initial employment that he/she will contribute his/her first sick leave day to the Bank in order to become a member. If the new

employee transfers sick leave days into the district, upon employment, a day shall be subtracted from that accumulation if the employee chooses to be a member of the Sick Leave Bank.

- 5.144 The SSA President shall appoint one (1) member to serve on the Sick Leave Bank Committee.
- 5.145 The Committee shall elect a chairperson and shall develop rules for the operation of the Committee and adhere to the specific provisions of this Article.
- 5.146 The Committee may award a maximum of fifteen (15) sick days to a member who submits his/her initial application if he/she meets the Committee's qualifications for eligibility.
- 5.147 A member who has been awarded the initial fifteen (15) days may apply to the Bank for a maximum of an additional fifteen (15) days when it is reasonably apparent that he/she will not be able to return to work at the expiration of the initial fifteen (15) day period awarded.
- 5.148 If an employee/member is disabled to the extent that he/she could possibly be approved for Disability Retirement under one of the State of Ohio's retirement plans (disability for a duration of at least 12 months), the employee must apply for disability retirement. If the employee is not approved for retirement disability, he/she may then apply and possibly be awarded sick leave days under the provisions of the Bank.
- 5.149 A member of the Bank may only apply to the Bank for sick leave days after he/she has used all of his/her accumulated sick leave days, personal leave days and vacation days.
- 5.150 A member applying to the Bank for sick leave days shall be required to provide the Committee with medical certification from a licensed physician attesting that the member's medical condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recuperation/recovery time. The Committee, at its discretion, may require a second medical opinion.
- 5.151 The decision of the Committee regarding the approval or disapproval of applications for sick leave days from the Bank shall be a final decision and shall not be appealable through any internal process or external legal proceeding.
- 5.152 Routine or elective medical procedures (or procedures including surgery which can be performed during a time period where it would not impact on

employment time) shall not be reasons for the Committee to approve sick leave days under this plan.

5.153 The sick leave day(s) contributed to this Bank shall continue to accrue from year to year until such time as the day(s) are awarded by the Committee.

5.154 The Committee will convene within three (3) work days of receipt of an application from a member requesting sick leave days from the Bank. If adequate information and medical certification is provided, the Committee will make its decision within 24 hours after reviewing the application.

5.2 Personal Leave

5.21 The Employer shall grant each full-time twelve-month employee a maximum of four (4) days of unrestricted personal leave per calendar year. Further, the Employer shall grant part-time employees a maximum of two (2) days of unrestricted personal leave per calendar year. These personal days will be placed to employee's credit on the first day of each calendar year. One (1) day of an employee's personal leave can be used in one-half (1/2) day increments each calendar year. Such one-half (1/2) day usage can be for the first half of the day or last half of the day only (not mid-day). The other personal leave days cannot be taken in increments of less than one (1) full day. An employee may use personal leave for such purposes as the employee, in his or her discretion, wishes, so long as the employee's activities during such leave do not violate any provisions of this Agreement. If the administration knows at the time of the personal leave request that two (2) or more employees are going to

be absent, for any reasons on the leave day requested, such leave will not be approved. Personal leave requests will be approved on a first come, first served basis.

5.22 Approval. Employees who are entitled to use personal leave must give the Superintendent three (3) calendar days of notice of their intention to use a personal day, by using the standard leave form. In situations reasonably deemed by the Superintendent to be emergencies, the Superintendent shall approve personal leave after an employee has taken such leave.

5.23 Not Accumulated. Unused personal leave days shall automatically transfer to the employee's sick leave accumulation on January 1 of the next following calendar year unless such employee opts to invoke the alternative provisions under Article 5.24.

5.24 Employees who do not use some or all of their personal leave days during a calendar year may opt to transfer such days to their accumulated sick leave as

permitted under Article 5.23 or may receive partial payment and accumulate such days in accordance with the following procedure.

The employee shall receive a payment, which shall be no later than the last pay in January of each year, an amount equal to one-half (1/2) of the value of his/her unused personal leave day(s) at the individual employee's per diem rate of pay to a maximum of seventy-five dollars (\$75.00) per day. The other one-half (1/2) of the unused personal leave day(s) shall be placed each year in the individual's Personal Leave Bank and may accumulate up to a maximum of twenty (20) full days (equivalent to 40-1/2 days). These accumulated personal leave days may be cashed in at the time the employee meets the eligibility requirements of the Ohio State retirement system and retires. Such payment shall be calculated at the individual's per diem rate of pay at the time of retirement. The payment for the days in the Personal Leave Bank shall be made within thirty (30) days after the employee's retirement date. These personal leave days accumulated in the Personal Leave Bank shall remain in the bank until the time of payment at retirement. The employee must submit his/her request to implement this partial payment/Personal Leave Bank option to the Superintendent no later than December 15 of each year. Any employee not submitting such request shall automatically have his/her unused personal leave day(s) transferred into sick leave accumulation in accordance with Article 5.23.

5.3 Vacation Leave. For the purposes of this agreement, issues concerning vacation leave shall be determined in accordance with applicable law, except as may be otherwise indicated below.

5.31 Vacation is credited each bi-weekly pay period at the rate of 3.1 hours per pay period for those entitled to 80 hours of vacation per year, at 4.6 hours for those entitled to 120 hours per year, at 6.2 hours for those entitled to 160 hours per year, and at 7.7 hours for those entitled to 200 hours per year.

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

5.33 Request and Approval

5.331 All vacation time must be requested at least seven (7) calendar days in advance of use. However, in emergency situations, vacation time may be granted at the employee's supervisor's discretion with less than the seven (7) calendar day advance request. This exception can only occur up to two (2) times per calendar year. Vacation leave will be granted on a first request basis and will normally conform to program operation schedules. The maximum number of employees taking vacation leave at any one time shall be limited in accordance with the provisions set forth in Article 5.21.

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

5.4 Court Leave

- 5.41 Jury Duty. Court leave with pay shall be granted to employees summoned for jury duty during normal working hours by federal, state, or any other court of competent jurisdiction.
- 5.42 Subpoena. Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses during normal working hours where the employee is not a party to the action.
- 5.43 BWC Hearings. Any compensation received, less parking expense with a receipt, related to jury duty or for court attendance compelled by subpoena must be submitted to the Superintendent when such duty was performed during normal working hours.
- 5.44 Reimbursement. Any compensation received, less parking expense with receipt, related to jury duty or for court attendance compelled by subpoena must be submitted to the Superintendent when such duty was performed during normal working hours.
- 5.45 Personal Court Appearance. An employee who is appearing before a court or other authorized body in which he/she is a party to the action, except as set forth in Section 5.43 above, may request to use accrued vacation time or personal days.

5.5 Military Leave

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

Employees are required to submit to the Employer and order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous time period in order for employees to be entitled to payment under this section. The maximum number hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those military components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the governor to assist civil

authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the year (31 days). The leave will cover the official period of the emergency.

- 5.52 The Employer may make an appointment to fill a vacancy created when an employee enters military service. However, if the person filling such vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.
- 5.53 An employee who reenlists while on active duty, or an employee who is a commissioned officer and voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.
- 5.54 A veteran separated or discharged from the Armed Forces under honorable conditions must make application for reemployment to his or her former position with the Employer within ninety (90) days from the release from service; or within ninety (90) days after release from hospitalization due to inservice (military service) injury or illness which has not exceeded a period of more than one year. The following procedures apply:
- 5.541 Reinstatement must be accomplished within thirty (30) days after application is received by the appointing authority.
- 5.542 A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.
- 5.543 The veteran must be physically qualified to perform the duties of the position (so long as the Employer provides reasonable accommodation of the veteran's handicap, as required by controlling federal and state law). Where a disability sustained in the military service precludes the veteran's restoration to his or her original position, the Employer shall place the veteran in a position of like status and pay, compatible with the veteran's physical condition, so long as such a position is available.
- 5.544 The reinstated veteran is entitled to the following salary benefits or other advancement accruing during military absence to the position he or she held and returns to:
- 5.441 Sick Leave – The employee is entitled to that amount of accumulated sick leave that he or she had accumulated at the time of entering military service.
- 5.442 Vacation Leave – Time spent by the employee on military leave will counted in determining the employee's length of service, but no

vacation credit will be accumulated during the time spent on military leave.

5.443 Automatic salary adjustments (step increases).

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

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

An employee shall make written application for assault leave. In the event that incapacity prevents an employee from doing so before taking time off work, the employee must file a written application to have his/her leave treated as assault leave after the fact. In any case, the Employer reserves the right to require an employee applying for assault leave to provide the Employer with a physician's statement indicating that the employee suffered a bodily injury caused or aggravated by the assault, which will cause (or which did cause) the employee to be unable to work. It shall be the obligation of the employee to receive necessary medical treatment and to return to active work status at the earliest time permitted by his attending physician.

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

5.7 Unpaid Leaves of Absence

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

5.711 In addition to the unpaid leave of absence available under Article 5.71, an employee will be eligible for a short term unpaid leave for a maximum of

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

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

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

5.74 Disability

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

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

5.743 Disability Separation Procedure. A disability separation shall be granted when an employee has utilized the personal disability leave specified in Section 5.742 above and is:

5.7431 unable to return to and fully perform the duties of his/her assigned job; or

5.7432 hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalized as authorized by a physician at the hospital or institution; or

5.7433 declared physically incapable of fully performing any of the duties of his or her position by a licensed physician designated by the Superintendent and is mutually acceptable to the employee. If the Superintendent designates a physician other than the employee's own physician, the Employer will pay the cost of any required examination to the extent that such examination cost is not reimbursed by insurance.

An appointment made to fill a position made vacant by Disability Separation will be made on an interim basis, and such employee should be notified of its interim nature. A replacement employee in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave, but may be considered for the other vacancies existing at that time.

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

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

5.75 Conditions Related to Leaves of Absence

5.751 Status While on Unpaid Leave

An employee while on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, although unpaid, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where the longevity is a factor. For all unpaid leaves, the employee has a right to any and all insurance coverages by paying the group premium rate plus a minimal administrative charge for the duration of the leave.

5.752 Return to Duty from Leave

5.7521 Upon Completion of a leave of absence of more than one (1) year, the employee is to be returned to the position which he/she formerly occupied, or to a similar position within the same classification.

5.7522 An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without explanation to the appointing authority, or his representative, may be removed from his/her position.

5.753 Unexcused Absences

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

5.8 Training and Educational Leave. Employees shall be entitled to training and educational leave without loss of pay each year.

5.81 In order for employees to meet their certification/registration requirements, an adequate number of leave days will be granted each calendar year. Each full-time employee shall be provided up to a maximum of three (3) days of leave. Each part-time employee shall be provided up to a maximum of two (2) days of leave. Additional days may be granted each year at the discretion of the Superintendent for certification/registration requirements. Leave shall be used upon approval of the Superintendent for the purpose of attending conferences, workshops, seminars, PAR, and for observation in other programs or facilities to encourage betterment of the program and/or improvement of performance. Further, employees can use professional days in order to attend CPR and First Aid training on an individual basis. Days in this section shall mean the hours usually worked on such days and the corresponding pay.

5.82 The employee shall apply to the Superintendent at least five (5) workdays in advance of the leave date(s). When leave is approved by the Superintendent, the reimbursement allocations stated below shall be applicable.

5.83 Reimbursements Allocations:

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

5.832 Meals: up the three (3) days at a maximum of twenty-five (\$25.00) per day.

5.833 Mileage:

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

5.834 Registration fee (receipt required).

5.835 Miscellaneous expenses (with receipts).

5.9 The parties agree to abide by the provisions of the Federal Family and Medical Leave Act of 1993.

The Family and Medical Leave Act of 1993 shall diminish the leave rights and benefits under this agreement where it provides greater rights and benefits than the FMLA. To the extent that the FMLA mandates leave rights and benefits in excess of those provided in this agreement, those excess leave rights and benefits shall be accorded to employees eligible therefore under the Act and regulations issued pursuant to it. Each party shall retain all rights accorded to them by the FMLA.

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

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

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

ARTICLE 6: SCHEDULING AND HOURS OF WORK

- 6.1 Intent. This article defines the normal hours of work per day/week, holidays, job responsibilities, and other conditions of employment.
- 6.2 Definitions
- 6.21 Work schedules are defined as an employee's regularly assigned hours of the day and days of the week, and shift assignments (if any).
- 6.22 The regular workweek for all full-time employees shall be Monday through Friday except for weekend assignments (if any) that occur with the consent of the employee(s) unless otherwise stated herein.
- 6.3 Work Schedules. The following is the work schedule for Service and Support Administrators:
- 6.31 The work year for the Service and Support Administrators in each program year (July 1 through June 30) shall be two hundred forty-nine (249) days. The Service and Support Administrators' workdays shall follow the adult clients' calendar.
- Such days shall include the following:
- Two (2) days or the equivalent for in-service (clients not in attendance)
Ten (10) Holidays (not scheduled to work).
- 6.32 Hours
- The Service and Support Administrators shall work an eight (8) hour day on a flexible schedule as determined by the employee with the agreement of his/her supervisor.
- 6.33 SSAs are not entitled to overtime compensation under the Fair Labor Standards Act. However, when the Employer requires the employee to attend meetings/work more than 8 hours in a given day or perform work on days beyond the work year defined in Section 6.31, the employees shall be provided "flextime" to adjust their work schedules accordingly upon notification to the SSA Director or designee. Flextime hours may not be carried over beyond the week after the hours are earned unless approved in writing by the SSA Director or designee. Flextime shall be scheduled and will vary work hours as necessary to meet the needs of clients. Flexible time shall not be provided for crisis phone coverage except as follows: If a SSA receives a Crisis phone call during non-working hours that requires the SSA to respond by accessing records at a Board facility, traveling to the hospital or an additional site or otherwise physically responding to a Crisis phone call, the SSA shall be entitled to compensatory time in an amount

of time equivalent to the amount of time spent by the SSA in physically responding to a Crisis phone call.

6.34 Crisis Phone

6.341 Crisis phone coverage is a 24-hour per day, 7-day a week assignment, inclusive of holidays and periods of Program shutdown. The Crisis phone must be on and accessible at all times by the Service and Support Administrator on call.

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

6.343 When an SSA is providing crisis phone coverage, he/she shall be paid at the rate of \$20 per day for such coverage during the 2011, 2012 and 2013 calendar years.

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

6.4 Conditions of Employment

6.41 Holidays

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

6.42 Shutdown Periods

Shutdown periods shall be days in addition to holidays and shall be days on which employees are not scheduled to work in accordance with the program calendar as set forth in this article.

6.43 Calamity Days

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

6.44 Break Time

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

6.45 Tardiness

An employee who is late for work must make up his/her "lost time" so as to meet his/her daily work schedule. Such time shall be made up at a time mutually agreeable with his/her immediate supervisor. Any employee, who either abuses his/her required work schedule or commits a pattern of tardiness, may face disciplinary or corrective action. If there are extenuating circumstances that have lead to the employee's tardiness, such circumstance will be considered with regard to disciplinary action.

6.5 The Workshops and School Program Calendar

6.51 Calendars

The school, workshop, and transportation program year calendars for the appropriate program year shall be set forth in Appendix D when adopted each year. No later than June 30 of the current program year, and in succeeding program years, the Employer shall adopt the next program year's calendars for the school, workshop and transportation. These calendars will designate days when employees are and are not in attendance as governed by the provisions of this article; however, the Employer shall comply with all requirements as specified by ORC 4117. The Association may make recommendations to the Superintendent regarding the annual calendar(s) prior to adoption by the Employer. The Employer retains the right to modify the calendar(s) with prior notice provided to the Association and in accordance with the provisions or ORC 4117.

6.6 The administration may, at its option, change current job descriptions or create new job descriptions so as to meet the needs of the program. Any job description change will be reviewed by the SSAs prior to implementation.

6.7 A majority of Service and Support Administrators and their supervisor will meet each month for the purpose of continued dialogue regarding issues and concerns related to the welfare of clients, students and employees of the Board.

6.8 A Labor/Management Committee exists for the purpose of continued dialogue regarding issues and concerns related to the welfare of clients, students, and employees of the Board.

6.81 The Labor/Management Committee ("Committee") shall be comprised of five (5) representatives appointed by the President of the Education Association; one (1)

representative appointed by the President of the Service and Support Administrators Association; and five (5) representatives appointed by the Superintendent,

- 6.82 Labor/Management Committee meetings shall be held no less than ten (10) times per year.
- 6.83 Minutes of these meetings will be taken and distributed to the members of the Committee.
- 6.84 Meetings shall typically be held between the hours of 2:45 p.m. and 4:15 p.m.
- 6.85 Before adjournment, the Committee shall establish the date and time of the next meeting. Meetings may only be cancelled by consensus of the entire Committee.
- 6.86 In order for issues to be placed on the agenda for Committee discussion, such issues shall be submitted to the other party forty-eight (48) hours prior to the scheduled Committee meeting. Any other issues shall only be placed on the agenda by mutual consent of the parties.
- 6.87 At no time will the Labor/Management Committee extend its discussion or decisions to issues of collective bargaining as per R.C. 4117, unless mutually agreed to by the parties.
- 6.88 The Committee shall have the authority to establish further guidelines so as to make sure the Committee operates in an efficient and orderly fashion.

ARTICLE 7: EMPLOYEE RIGHTS AND PROTECTION

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

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

- 7.2 Threats Against Employees. Upon request, employees shall report, in writing, any threats of physical violence or of criminal or civil action arising out of, and in the course of, their employment by filing duplicate copies of such threats with the immediate supervisor and the Superintendent. The Employer shall handle these written reports in a discreet manner and shall not release information regarding the reports to any individual (other than a law enforcement official) without the consent of the involved employee(s), unless a request is made for disclosure of pertinent public records pursuant to Ohio's Public Records Act. The Superintendent will review the matter and take such action as he/she deems appropriate. Unless the Superintendent concludes

that the matter involves a criminal issue requiring the involvement of law enforcement officials, a plan of action may be initiated only after consultation with the involved employee(s); however, the Employer and the administration will fully cooperate and assist the involved employee(s) should the employee(s) decide to file suit relative to the involved incident.

7.21 The Employer will not take disciplinary action against an employee solely on the basis of an oral or written complaint by a parent or a student or any other person. Such complaint will begin a formal investigation process providing for appropriate due process protection for the employee in question, and such investigation shall be in accordance with Section 7.9 of this article.

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

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

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

7.33 All injured employees seeking compensation benefits [disability of more than one (1) week] shall be responsible for completing and returning official Form C71 (Claimants' Application for Compensation) to the Worker's Compensation officer within one (1) week after the accident. Said form may be obtained from the same sources listed above in Section 7.32. Employees may elect at his/her option to use sick leave and locally provided health care or Workers' Compensation benefits.

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

7.35 Workers' Compensation Optional Provision

This provision relates only to work related injuries or illnesses.

Transitional Assignment: An employee who suffers an injury or illness that prohibits him/her from performing his/her regular assignment may be removed

from that regular assignment and placed into a position which he/she is medically capable of performing ("transitional"). The transitional assignment shall be scheduled during the employee's contracted hours and when offered, shall be available for an initial period of thirty (30) workdays. An additional thirty (30) workdays may be approved by the Superintendent. Such transitional assignment shall be at the employee's regular rate of pay. The employee must provide the employer with medical documentation certifying the injury or illness, the limitation on work responsibilities and the estimated duration of such limitations. The employer reserves the option to require the employee to obtain a second opinion from a physician selected by the employer at the employer expense. If an employee is placed in a transitional assignment, such employee shall not file a lost time claim with the Bureau of Worker's Compensation.

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

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

Any employee to be covered under this article must submit an accident/incident report within twenty-four (24) hours after the occurrence of the accident/incident (Article 7.31) in order to be eligible for the benefits of this article.

7.4 No employee shall be required to lift a student/client without proper assistance or equipment if such lifting is likely to cause injury to said employee.

7.5 Personnel Files

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

records held by the Ashland County DD may be disposed by unilateral action of the Employer.

- 7.52 The purpose of this system is to serve as the official repository of personal information and records that are necessary and relevant to the individual employee's employment and job responsibilities.
- 7.53 Access to the actual personnel file of an individual employee will be limited to the employee, the Superintendent, the employee's immediate supervisor, the Board members, and clerical employees assigned responsibilities that involve maintenance or upkeep of the system. However, such access to the files or the providing of information contained in the files, shall in no way violate the Public Records Act, O.R.C. Chapter 149.43.

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

- 7.54 Disclosure of an employee's personnel file will be permitted to the representative of an employee, where the representative presents the Employer with a signed, written authorization made by the employee, authorizing the representative to inspect all information in the employee's personnel file.
- 7.55 An employee (as well as their representatives, when acting in accordance with Section 7.54) shall have access to his/her official personnel file upon request during non-work time and during the regular duty hours of the administrative office staff. An employee is entitled to be accompanied by a person of his/her choice when examining material contained in the employee's personnel file. Employees may obtain copies of material in their personnel files at a cost to the employee of ten cents per page. A copy of a document not originating with the employee, which is to be filed in the employee's personnel file, shall be provided to the employee at the time of the initial filing, and the copy should indicate that it will be filed in the employee's personnel file.
- 7.56 If the employee disputes the accuracy, relevance, timeliness, or completeness of information contained in his/her personnel file, he/she may request the Superintendent to investigate the current status of the information. Within a reasonable time, the Superintendent shall undertake such investigation and shall notify the employee of the results of the investigation and the action, if any, that the Employer plans to take with respect to the disputed information.
- 7.57 The Superintendent shall delete any information contained in an employee's personnel file that cannot be verified, is not relevant, is not timely, is incomplete,

or that is found to be inaccurate, when requested to do so by the employee who is the subject of the file.

- 7.6 No reprisals shall be taken against an employee by reason of his utilization of any procedure or activity provided for in this agreement.
- 7.7 Safety. The Employer agrees to provide safe working conditions for all employees, including safety equipment for employees who work at jobs or in areas which are dangerous.
- 7.8 Access to Materials and Technology. Employees shall have access to program materials, equipment, supplies and facilities necessary to carry out their job responsibilities. The Board will provide necessary computers and software to Service and Support Administrators. When new equipment or software is provided, the Board will provide necessary training to Service and Support Administrators.
- 7.9 Complaint Procedure. Any and all complaints to the Employer against an employee should be resolved informally by the complaint and the employee. The immediate supervisor may also be involved in the resolution process if either the complainant or employee so requests. If the complainant is not satisfied with the results of this informal attempt, he/she may file a formal complaint. The formal complaint procedure is as follows:
 - 7.91 The complainant is encouraged to state his/her complaint in writing. However, whether in writing or not, the complaint may be discussed at a conference between the complainant and the employee's immediate supervisor and resolved if possible.
 - 7.92 If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a conference with the Superintendent.
 - 7.93 If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a hearing with the Employer in executive session.
 - 7.94 In all steps of this procedure, the employee shall be notified of conferences and hearings and shall have the right to be present.

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

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

7.10 Staff Accident Reports. Any staff member who is injured while performing his or her duties for the Employer shall, if physically capable of doing so, report such injury immediately to his or her supervisor and to the Administrative Office. All employees are responsible for seeking medical attention if such is necessary. Employees injured in the course of their employment shall complete and file with the Superintendent an accident report within 24 hours of the occurrence, unless the employee is so disabled by his or her injury that he/she is precluded from making such a report at that time.

7.11 Discipline

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

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

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Disciplinary action taken under this article shall be progressive in nature as follows:

Step 1 Informal

Step 2 Written reprimand

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

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

Step 5 Termination

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

7.12 Resignations

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

ARTICLE 8: WORKING CONDITIONS

8.1 Lunch Facilities

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

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

8.2 Transportation

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

8.3 Client-Staff Ratio

8.31 Client-staff ratios shall conform to state and/or federal law.

8.32 Absent client-staff ratios determined by state and/or federal law, such ratios comprised of either or both residential waivers and non-waiver clients shall not exceed forty clients to one staff member (40 to 1) for 2011 and 2012 and forty-two clients to one staff member (42 to 1) for 2013.

8.33 The Administration will work with the Service and Support Administrators in an attempt to spread the intensity of caseload among the Service and Support Administrators in an equitable fashion.

8.4 Physical Examination

Each employee providing direct services to enrollees shall place on file in the Administrative Office evidence of a chest x-ray or tuberculin test showing them to be free of tuberculosis current within three (3) years. The Board shall provide for the Mantoux test.

8.5 Report of Child Abuse

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

8.6 Reimbursement

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

ARTICLE 9: CLASSIFICATION, CERTIFICATION, LICENSURE, AND REGISTRATION

- 9.1 Procedure. It is the responsibility of the Superintendent or his or her designee to provide to every employee a copy of his/her classification specification, and an opportunity to ask questions regarding the document. In the case of new employees such requirement shall be completed prior to the acceptance of the position.
- 9.2 Employee Requirements. Employees are responsible for maintaining professional, educational and/or experience requirements and all required federal and state certifications, licenses, permits, registrations, and physical exams.
- 9.3 Communication With State. All applications for licensing or renewal thereof from employee(s) to the Department of Education or the Department of Developmental Disabilities must be channeled through the Superintendent/designee, unless otherwise stated by the Employer.
- 9.4 Required Fees. The required fees for licensing applications are the responsibility of individual employees.
- 9.5 Status Change. Employees who have a change in their educational or licensing status are responsible for providing the appropriate documentation to the Superintendent in the following manner:
- 9.51 A letter notifying the Agency of any status change must be submitted to the Superintendent.

9.52 Included with the letter must be official copies of the document which verifies the status change (e.g., official transcripts, certificate, etc.).

9.6 Compliance With State Standards

9.61 To the extent that the Department of Administrative Services or the Department of Developmental Disabilities publishes licensing requirements which become effective after the effective date of this contract, and to the extent that such requirements change the qualifications previously set forth in applicable law, the Association and the Employer agree that all new employees hired after that effective date of the state requirements must meet the new licensing requirements; and the Association and the Employer further agree that all incumbent employees must take appropriate educational course work to meet the new requirements.

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

ARTICLE 10: VACANCIES AND REINSTATEMENTS

10.1 Definitions

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

10.12 "Temporary Employee" means a person appointed by the Employer for a limited period of time, fixed by the Employer, usually not to exceed thirty days. A temporary employee's employment shall be terminated at the end of the specified period of assignment.

10.121 Temporary employees are not entitled to tuition reimbursement.

10.122 Temporary employees are not entitled to unpaid leaves of absence.

10.123 Temporary employees shall not accrue seniority and the benefits provided thereby, nor does the time worked as a temporary employee count toward a probationary period.

10.13 "Substitute Employee" means an employee who is employed on a casual, day-to-day basis for the purpose of filling temporary staffing needs.

10.14 "Seniority" shall be determined in accordance with Article 12, Section 12.5. Notwithstanding any other provision in this agreement, no employee may exercise seniority rights relative to a position for which he/she is not qualified. Neither a temporary employee nor any non-employee of the bargaining unit gains seniority credit for a bargaining unit position during the posting and hiring process and is hired for the position without interruption, that employee will receive seniority credit from the first day he/she filled the position.

10.2 Procedure for Filling Vacancies

10.21 All vacancies (as determined by the Employer) (other than those referred to in Section 10.23 below) will be posted internally for ten (10) calendar days on the bulletin boards with one (1) copy of the job description for that position at the same time the vacant position is posted externally. Internal applicants must apply for such position within the ten (10) calendar day posting period. The posting shall contain the internal starting date, which shall be followed unless there are unanticipated delays in the selection process.

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

10.23 Where a vacancy occurs because of a leave of absence and where such vacancy shall not continue beyond one (1) year, the Employer need not post such position in accordance with the provisions of this article, but may fill such position by employing one or more temporary employees for the period of the leave of absence.

10.231 Nothing in this provision or in the agreement precludes the Employer from posting and following the provisions of Article 10, Section 10.21, in the case of such vacancy.

10.232 Where any vacancy occurs (as determined by the Employer), including a vacancy due to leave of absence, and where such vacancy is expected to continue for more than one (1) year, the Employer shall follow the procedures set forth in Article 10, Section 10.21 of this agreement.

ARTICLE 11: PROFESSIONAL DEVELOPMENT/PERFORMANCE EVALUATION

11.1 Purpose

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

11.2 Definitions

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

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

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

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

Performance window (period) is the time frame during which an employee's annual performance is evaluated and is defined as the twelve month period ending the preceding December 31.

Evaluation time frame is the time frame during which the supervisor is to complete the appropriate evaluation instrument and conduct the evaluation conference with the employee. The evaluation time frame is defined as January 1 through February 28. .

11.3 Evaluation

Except for probationary employees or as otherwise provided herein, employees will be evaluated once annually during the period from January 1 through December 31. Should the Employer choose not to evaluate an employee during the annual period, the performance of the affected individual will be considered to be good or better. Such evaluative status will be noted in such individual's personnel file as "good."

11.4 Scope of Evaluation

The evaluation will concentrate on the twelve month period ending the preceding December 31. The evaluation will be based upon information obtained through observations and other relevant information relating to the employee's work performance.

11.5 Evaluation Instrument

The supervisor and employees agree to utilize the current evaluation instrument. The supervisor may however supplement the evaluation instrument with a written narrative evaluation as necessary. From time to time during the term of the Agreement, the parties may agree to revise the evaluation instrument.

11.6 Evaluation Conference

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

11.7 Association Representation

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

11.8 Response to Evaluation

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

11.9 Additional Evaluations

Employees may receive more than one evaluation concentrating primarily on the twelve month period ending the preceding December 31 provided that the supervisor gives notice to the affected employee of the need for the additional evaluation(s).

11.10 Probationary Employees

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

ARTICLE 12: DEFINITIONS

- 12.1 **Bargain Collectively.** To bargain collectively means to perform the mutual obligation of the Employer by its representatives and the representatives of the Association to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal or does it require the making of a concession.
- 12.2 **Bargaining Unit Work.** Work specified by this Agreement to be performed solely by a member(s) of the bargaining unit.
- 12.3 **Full-time:** An employee who is employed thirty-four (34) or more hours per week for a minimum of 120 days or more in a work year and whose employment is not for a limited time.
- 12.4 **Professional Employee and Registered Service Employee.** As used in the Agreement, "professional employee" has the same meaning as it has as used in Ohio Revised Code Section 5126.20. "Registered Service Employee" means a service employee, as defined in O.R.C. Section 5126.20(A), who is registered under O.R.C. Section 5126.081(B), or described in O.R.C. Section 5126.081 (B)(5). County boards of developmental disabilities may hire professional employees and registered service employees in the classified civil service on the basis of the candidates' qualifications rather than on the basis of the results of an examination administered by the Director of Administrative Service pursuant to O.R.C. Section 124.23.
- 12.5 **Seniority.** Seniority shall mean the length of uninterrupted service of an employee in a professional or service position with the Employer where no break in service occurs or as defined in Article 10 for purpose of filling vacancies. For the purpose of this section and Article 10 a "break in service" means that an employee has had a separation in

service of thirty-one (31) calendar days or more. An authorized leave of absence, or any other separation, which carries with it the right to reinstatement, shall not constitute a break in service, provided the employee is reinstated within the time allowed by this contract or applicable law. No employee shall accrue more than one (1) year of seniority in any work year.

12.51 Equal Seniority

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

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

1. First, the employee having most recent date of continuous service from which no break in service has occurred shall have lower seniority than the other employee(s).
2. Second, in the event that application of Section 12.512(1) does not break the tie, the Employer shall determine the employee with the greatest seniority.

12.52 Loss of Seniority. Seniority shall be lost when an employee retires or resigns, is discharged for cause, has a break in service of thirty-one (31) days or more (as described in Section 12.5), or otherwise terminates employment with the Employer.

12.53 Posting of Seniority List

12.531 The seniority list shall be posted annually. The Employer shall prepare a seniority list and present a copy of the list to the Association President annually by the first day of October. The list shall be prepared by the employee's name, accurate current classification area, and first day worked.

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

12.6 Probationary Period: One hundred eighty (180) workdays for all employees.

ARTICLE 13: COMPENSATION & BENEFITS

13.1 Salary Provisions

All full-time Service and Support Administrators shall be placed on the attached appropriate indexed salary schedules as set forth in Appendix A. The reference to January 1 below refers to first day of the biweekly pay period encompassing January 1st. Base wages for bargaining unit members will not be increased during the term of this Agreement.

13.2 Salary Schedule Placement

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

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

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

A newly hired employee who fails to file a written request and supportive documentation with the Superintendent not later than 90 calendar days after the first day of work forever waives his/her right to challenge his/her salary schedule placement, provided the Superintendent or designee gave the newly hired employee and Union President written notice of salary schedule placement.

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

13.3 Salary Schedule Index

13.31 Once placed on the schedule, employees will advance from the years of experience with which they have been credited in accordance with this agreement. One hundred twenty (120) workdays within the previous employment year constitutes a year of experience.

13.32 A Service and Support Administrator will be placed on the salary schedule (Appendix A) in accordance with Section 13.2 of this Article. The salary schedule attached at Appendix A shall reflect an index of .043 at each step of the wage scale. Payment for experience step increments will not be made during the term of this Agreement. If payment for experience step increments is reinstated in a

successor Agreement, bargaining unit employees will be paid at the experience step increment for which they were eligible on January 1, 2011.

13.33 The five hundred dollar (\$500) increase at Step 24 shall be paid in a lump sum no later than the first pay date in February of any calendar year in which it is due and owing.

13.4 Pay Periods

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

13.5 Severance Pay

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

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

13.53 The receipt of severance pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the employee at the time of retirement. The payment of severance pay shall be made only once to any employee.

13.54 Lump Sum Retirement Buyout

13.541 Statement of Plan

The following Lump Sum Retirement Buyout is intended to provide an incentive for retirement. PARTICIPATION IN THIS PLAN IS VOLUNTARY. This plan is effective January 1, 2011 and expires December 31, 2013.

13.542 Eligibility for Benefits

13.5421 The employee

1. shall become eligible between January 1, 2011 and December 31, 2013 for retirement by virtue of meeting all eligibility requirements under the Public Employees Retirement System (PERS);
2. must have at least five (5) or more full and continuous years of service with the Ashland County Board of DD;
3. must submit an application for retirement benefits to the PERS during his/her FIRST YEAR of eligibility for receipt of retirement benefits or thirty (30) years of employment under the statutes and rules governing the STRS and PERS.
4. Any employee who first becomes eligible for retirement after January 1, 2011 and before December 31, 2013 may take advantage of the Lump Sum Retirement Buyout only if he/she retires within the first year after eligibility for a service retirement as set forth in subsection (3) above.

13.5422 This Plan does not apply to:

1. Those applying for and/or receiving disability retirement.
2. Those terminated by the Board for cause or whose contracts are suspended involuntarily.
3. Those whose contracts are non-renewed, suspended, etc. in accordance with a Board determined reduction in force.
4. Those who do not submit an application for retirement to the PERS in his/her first (1st) year of eligibility for receipt of retirement benefits under the statute and rules governing the PERS.

13.5423 Application for Retirement

1. Those employees who seek to participate in this buyout shall submit an irrevocable letter of intent to the Board to retire effective December 31st of the year they are first eligible to retire under the statute and the rules governing PERS. Such letter must be submitted to the Superintendent no later than March 1 of the calendar year of retirement.

2. After receipt of the letter of intent to retire from the employee exercising this Lump Sum Retirement Buyout, the Board will verify that the applicant meets all of the requirements of the Plan and issue such notice within thirty (30) calendar days of application.
3. This Article contemplates retirement to be effective no later than December 31st of the year they first become eligible to retire under the statute and rules governing PERS. However, by mutual agreement of the employee and the Superintendent, an employee may retire on another date if the employee gives adequate notice (at least forty-five [45] work days) of intent to retire and the administration can find a qualified and acceptable replacement.

13.5424 Payment

1. The employee's payment under this Lump Sum Buyout shall be made within (60) days following the date of the employee's retirement.
2. Eligible employees whose requests for retirement between the aforementioned dates are approved by the Board shall receive two hundred dollars (\$200.00) for each full year of service with the Board based on the employee's anniversary date.

13.6 Mileage

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

13.7 Retirement Premium

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

13.8 Insurance

13.81 General Provisions

13.811 Coverage

13.8111 The Employer shall provide all full-time bargaining unit employees insurance coverage effective January 1, 2011 as follows:

Anthem "Option 5, Rx B"

Deductibles: hospitalization, surgical and major medical coverage with a benefit period network deductible of \$200 single/\$600 family¹ and a benefit period non-network deductible of \$400 single/\$1,200 family²;

Co-Insurance: 90% co-insurance in network and 70% co-insurance out of network;

Out of Pocket Maximums: \$1,000 co-insurance out of pocket maximum per benefit period for single coverage in network; \$2,000 co-insurance out of pocket maximum per benefit period for family coverage in network; \$2,000 co-insurance out of pocket maximum per benefit period for single coverage out of network; and \$4,000 co-insurance out of pocket maximum per benefit period for family coverage out of network;

Prescription Drug Coverage: 30 Day Supply: \$10/25/40.

Mail Order Drug Coverage: \$10/65/120

Dental Coverage

Subject to Section 13.8144, dental coverage shall be provided in accordance with the corresponding benefits summary page attached to the Agreement as Appendix C.

Vision Coverage

Subject to Section 13.8144, vision coverage shall be provided in accordance with the corresponding benefit summary page attached to the Agreement at Appendix C. The Employer shall provide vision insurance and shall pay a maximum of eight dollars (\$8.00) per month for single coverage and fifty percent (50%) of family coverage up to a maximum payment of eight dollars (\$8.00) per month.

13.8112 The Employer will make family coverage for such insurance benefits available to all part-time bargaining unit employees if the part-time employee pays to the Employer the premium difference between the cost of family coverage and the Employer's cost of single coverage. However, the Employer shall not be responsible for the payment of any insurance costs for part-time employees over and above the premium for single

¹ Maximum family deductible; member deductible is the same as single deductible.

² Maximum family deductible; member deductible is the same as single deductible.

coverage except for those part-time employees who received family coverage as of January 1, 1991.

13.812 Enrollment

13.8121 Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the Employer.

13.8122 New bargaining unit employees are eligible for healthcare, dental and vision insurance coverage on the first day of the calendar month following the employee's initial contribution, if applicable, toward the cost of such coverage. An employee may change coverage status from single to family or vice versa in accordance with the applicable plan's requirements. Forms for changes in enrollment status shall be made available by the Employer. Claim forms for each plan shall be available at the Administrative office.

13.813 Employee Contribution Toward Insurance Costs.

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

1. Effective January 1, 2011, employees eligible for hospitalization, surgical and major medical insurance coverage will contribute seven percent (7%) of the total cost of such coverage, except as otherwise provided in this contract.
2. Effective January 1, 2012, employees eligible for hospitalization, surgical and major medical insurance coverage will contribute seven percent (7%) of the total cost of such coverage, except as otherwise provided in this contract.
3. Effective January 1, 2013, employees eligible for hospitalization, surgical and major medical insurance coverage will contribute seven percent (7%) of the total cost of such insurance coverage, except as otherwise provided in this contract.
4. Employees eligible for dental coverage will contribute ten percent (10%) of the monthly dental insurance premium in effect on July 1, 2003 and eight percent (8%) of all increases

in monthly dental insurance premiums over the premium costs in effect on July 1, 2003.

5. Employees eligible for vision coverage will pay the difference between the cost of the vision plan and the Employer's maximum contribution of eight dollars (\$8.00) per month.
6. Employee premium contributions will be paid by payroll deduction and will be deducted from the last payroll of the month immediately proceeding the month that such deduction is to be applied.

13.814 General Provisions

The employer shall provide the following documents with respect to insurance coverage:

- 13.8141 One copy of any contract (plan document) between the Employer and any insurance company (other provider) providing coverage under this agreement shall be provided to the President of the Association and each member of the bargaining unit within a reasonable time after said contract (plan document) is executed or this agreement is ratified, whichever shall last occur.
- 13.8142 One copy of any plan document prepared by the insurance company which describes the benefits under any insurance coverage provided by this agreement shall be provided to the President of the Association and each employee of the bargaining unit within a reasonable time after agreed to modification(s) or new coverage(s).
- 13.8143 New employees shall be provided such documents upon employment provided they have been received from the insurance company upon their employment.
- 13.8144 Any health care benefits and services that extend to bargaining unit employees under this agreement will not be reduced, modified, or eliminated during the term of this agreement without the written approval of the Association. However, the Board may obtain healthcare, life, dental, and/or vision insurance from another provider during the term of this Agreement without the written approval of the Association

provided that (1) the insurance is the same or comparable to the level of benefits provided at the commencement of this Agreement; and (2) the cost of the insurance from another provider is the same or less. At any time during the term of this Agreement, the Board may join with other employer(s) to increase the size of the pool of participating employees to obtain better insurance rates for healthcare, life, dental, and/or vision coverage provided that (1) the insurance is the same or comparable to the level of benefits provided at the commencement of this Agreement; and (2) the cost of the insurance is the same or less.

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

13.816 125 Plan. Bargaining unit employees, at their own cost, have the option to participate in a 125 Plan. The 125 Plan allows employees to participate in medical reimbursement and dependent care reimbursement up to certain limits as well as premium pass-throughs of employee contributions for insurances. There will be an open enrollment period once during the calendar year. Any money left unused in the reimbursement accounts at the end of the calendar year will be neither refundable nor usable at any time in the future. Should a 125 Plan participant separate from employment at any time prior to the end of the calendar year, he/she will be responsible to re-pay the Board for any medical reimbursements that exceed the balance of available funds in his/her 125 Plan account at the time that his/her employment ends.

13.817 Life Insurance. The Employer shall provide each bargaining unit employee with a term life insurance policy in the face amount of twenty-five thousand dollars (\$25,000) with double indemnity. Any employee who attains age 65 shall be provided with a term life insurance policy in the amount of one-half (1/2) of the term life insurance policy set forth in the previous sentence.

13.9 Tuition Reimbursement

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

13.92 Reimbursement shall be paid to the employee within thirty (30) days of the employee having provided documentation to the Superintendent that such class work was successfully completed, the amount of tuition paid, and that

said class(es) is/are acceptable under this provision.

13.10 Employee Expenses

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

ARTICLE 14: REDUCTION IN FORCE

14.1 Reasons for Layoff

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

14.2 Procedures for Layoff

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

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

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

14.3 Notification of Layoff

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

14.4 Recall

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

14.5 Benefits

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

When recalled, the employee shall be placed on the same step of the salary schedule as the one he/she was on at the time of the layoff.

14.6 Notice of Recall

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

14.7 Return from Recall

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

14.8 Removal from the Recall List

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

ARTICLE 15: HEALTHCARE BENEFITS COMMITTEE

- 15.1 A Healthcare Benefit Committee shall be created consisting of Board and Association representatives and such other stakeholders as the Committee may agree upon. The Committee may invite a consultant to meet with the Committee to discuss issues affecting healthcare on an as-needed basis.

- 15.2 The Committee will establish a mission statement that includes the mutual interests of providing information to bargaining unit members on cost-effective and efficient ways to utilize healthcare and to keep current as to changes and trends in healthcare.
- 15.3 The Healthcare Benefit Committee will hold an organizational meeting no later than March 31, 2008. At the organizational meeting, the Committee will develop a schedule for future Committee meetings.
- 15.4 Subject to the approval of the Superintendent/designee, the Healthcare Benefit Committee will schedule meetings during regular business hours and at such locations to enable the Board to satisfy mandated acuity ratios. For meetings scheduled during the workday, the Board shall grant release time.
- 15.5 The Committee shall meet with the negotiations teams prior to the beginning of negotiations to present information and options on healthcare benefits for the teams to consider in negotiations.
- 15.6 The Healthcare Benefits Committee may obtain information related to changing insurance providers during the term of this Agreement and make appropriate recommendations to the Board. The Board will consider any recommendation received from the Healthcare Benefits Committee related to provider changes during the term of this Agreement.

ARTICLE 16: MANAGEMENT RIGHTS

- 16.1 The Association recognizes and accepts the rights and authority of the Board to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy, including, but not limited to the following:
 1. To determine the functions of and programs of the Employer;
 2. To determine the standards of services to be delivered;
 3. To determine the overall budget;
 4. To determine how technology may be utilized to maintain and improve the efficient operations of the Employer;
 5. To determine the Employer's organizational structure;
 6. To direct, supervise, evaluate and hire employees;
 7. To maintain and improve the efficiency and effectiveness of the Employer's operation;

8. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
 9. To suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
 10. To determine the adequacy of and effectively manage the workforce;
 11. To determine the mission of the Board as a unit of government; and
 12. To take actions necessary to carry out the mission of the Employer as a governmental unit.
- 16.2 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 17: ADHERENCE TO APPLICABLE LAWS

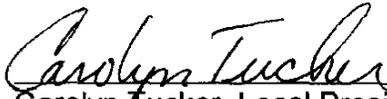
- 17.1 In General. Except where specifically addressed elsewhere in this Agreement, the respective rights and obligations of the Employer and the employees regarding Management Rights, Appointment, Promotion, Transfer, Tenure, and Employee Protection shall be governed by the applicable statutory provisions set forth in the Ohio Revised Code. No provision of this collective bargaining agreement shall be construed to supersede the provisions of law that are applicable to the above-cited subjects, unless the provision specifically refers to the fact that it is intended to replace a specific section of law that is applicable to a subject cited above. In cases where this agreement makes no specification about a matter the Employer and the Association are subject to all applicable law.
- 17.2 Changes in Law. For the purposes of this agreement, the applicable provisions contained in the law and regulations shall be considered to be dynamic, rather than static and fixed as of the day the parties execute this agreement. Thus, if the General Assembly or other legislative body or agency amends, adds, or deletes any statute or regulation affecting any provision of this agreement, the parties shall be bound by the change.
- 17.3 Disputes Regarding Cited Subjects. The grievance and arbitration procedures contained in Article 4 of this agreement shall not apply to any matter cited in this Article and which is governed solely by the Ohio Revised Code and not specifically addressed elsewhere in this Agreement. The State Personnel Board of Review, State Employment Relations Board, or a court of competent jurisdiction shall be the proper exclusive forums for resolution of such disputes. The grievance procedure may be utilized should there be a dispute regarding the meaning and application of this article.

ARTICLE 18: EFFECTS AND DURATION OF CONTRACT

- 18.1 Term of Contract. This Agreement shall be three consecutive calendar years in duration commencing on January 1, 2011 and expiring on December 31, 2013.
- 18.2 Effect of Contract. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining; the parties arrived at an understanding after the exercise of that right; and the entire understanding is set forth in this Agreement. Therefore, the Employer and the Association, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any decision or its effect on any subject matter referred to or covered by this Agreement. All prior agreements, practices and policies, either oral or written, are hereby cancelled. Any benefit which employees may have enjoyed prior to the implementation of this Agreement shall continue only to the extent that such benefit is provided for in the express terms and conditions of this Agreement. The Employer and the Association may mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by written agreement.
- 18.3 Copies of Contract. Within thirty (30) days after the Agreement is signed, copies shall be printed and distributed by the Association. The Association shall provide the Employer with thirty (30) copies of the Agreement.
- 18.4 Employee's Receipt of Agreement. The Employer is responsible to notify the Association President of the names of all new employees within two (2) workdays after the employee is hired. The Association will have the responsibility to provide all new employees with a copy of the Negotiated Agreement. The new employee will then be deemed to have received a copy of the Agreement which shall serve as notification of all provisions contained in the Agreement and the responsibility for all the information contained therein.
- 18.5 Severability. Should any court of competent jurisdiction determine that any provision herein is unlawful, such provisions shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect. Within ten (10) days after any such ruling, the Employer and the Association shall meet to bargain over the impact of the decision in order to bring the Agreement into compliance with the court ruling.
- 18.6 This Agreement is made and entered into at Ashland, Ohio, on this ___ day of _____ 2011, by and between the Employer and the Association.
- 18.8 This Contract between the parties is attested to by the representatives whose signatures appear below.

February 11, 2011

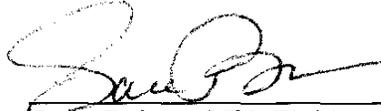
For the Union,



Carolyn Tucker, Local President

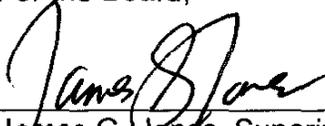


Erin O'Diam, Team Member



Sara Baker, OEA Field
Representative

For the Board,



James G. Jones, Superintendent



Amy Coey, Team Member

APPENDIX A

**SERVICE AND SUPPORT ADMINISTRATORS
SALARY INDEX/SCHEDULE – 2011/2012/2013**

	INDEX	2010
Step 0	1.0000	\$30,333.29
Step 1	1.0430	\$31,637.62
Step 2	1.0860	\$32,941.95
Step 3	1.1290	\$34,246.28
Step 4	1.1720	\$35,550.62
Step 5	1.2150	\$36,854.95
Step 6	1.2580	\$38,159.28
Step 7	1.3010	\$39,463.63
Step 8	1.3440	\$40,767.94
Step 9	1.3870	\$42,072.27
Step 10	1.4300	\$43,376.60
Step 11	1.4730	\$44,680.94
Step 12	1.5160	\$45,985.27
Step 13	1.5590	\$47,289.60
Step 14	1.6020	\$48,593.93
Step 15	1.6450	\$49,898.26
Step 16	1.6880	\$51,202.59
Step 17	1.7310	\$52,506.92
Step 21	1.7740	\$53,811.26
Step 24		Plus \$500.00

No base wage or step increases will be granted during the term of this Agreement.

STEP TWO
(Superintendent)

Position of Aggrieved and/or Association:

Signature of Aggrieved

Date

Signature of Association President

Date

Disposition by Superintendent:

Signature of Superintendent

Date

STEP THREE
(Arbitration)

Position of Aggrieved or Association:

Signature of Aggrieved

Date

Signature of Association President

Date

APPENDIX C



Ashland County Board of DD
Blue Access® Option 5 with Rx Option B
Summary of Benefits , Effective 01/01/2011

Please note: as we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits. At this time, we do not expect rates to be impacted by these changes.

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$200/\$600	\$400/\$1,200
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician(PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: · Allergy injections (PCP and SCP) · Allergy testing · MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and Pharmaceuticals	\$15/\$15 \$5 10% 10%	30% 30% 30% 30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations(1), Annual diabetic eye exam, Routine Vision and Hearing screenings	No Copayment/Coinsurance	30%
Emergency and Urgent Care · Emergency Room Services @Hospital (facility/other covered services) (copayment waived if admitted) · Urgent Care Center Services · MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-Maternity related Ultrasounds and Pharmaceuticals · Allergy injections · Allergy testing	\$200/10% \$75 10% \$5 10%	\$200/10% 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: · Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams	10%	30%
Inpatient Facility Services Unlimited days except for: · 60 days Network/Non-Network combined for physical medicine / rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) · 90 days Network/Non-Network combined for skilled nursing facility	10%	30%
Outpatient Surgery Hospital / Alternative Care Facility · Surgery and administration of general anesthesia	10%	30%
Other Outpatient Services (including but not limited to) · Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. · Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) · Durable Medical Equipment, Orthotics, and Prosthetics · Physical Medicine Therapy Day Rehabilitation programs · Hospice Care · Ambulance Services	10% 10% 10%	30% 10% 10%

Ashland County Board of DD
Blue Access® Option 5 with Rx Option B
Summary of Benefits , Effective 01/01/2011

Please note: as we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits. At this time, we do not expect rates to be impacted by these changes.

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) · Physician Home and Office Visits (PCP/SCP) · Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: · Physical therapy: 20 visits · Occupational therapy: 20 visits · Manipulation therapy: 12 visits · Speech therapy: 20 visits · Cardiac Rehabilitation: 36 visits · Pulmonary Rehabilitation: 20 visits · Accidental Dental: \$3,000 Limit	\$15/\$15 10%	30% 30%
Behavioral Health Services: Mental Health and Substance Abuse (2) · Inpatient Facility Services · Physician Home and Office Visits · Other Outpatient Facility Services	Benefits provided in accordance with Federal Mental Health Parity	30% 30% 30%
Human Organ and Tissue Transplants(3) · Acquisition and transplant procedures, harvest and storage.	No Copayment/Coinsurance	50%
Prescription Drugs:(4) Network Tier structure equals 1/2/3 (and 4 if applicable) · Network Retail Pharmacies: (30 day supply) Includes diabetic test strip · Anthem Mail Service: (90 day supply) Includes diabetic test strip - Specialty medications are limited to a 30 day supply regardless of whether they are retail or mail service. - Member may be responsible for additional cost when not selecting the available generic drug. - Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10 / \$25 / \$40 \$10 / \$65 / \$120	50% , min \$40(5) Not Covered

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the Out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services and may not apply to some Behavioral Health services where coinsurance applies.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to the end of the month in which the member turns age 26.
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and office visit, only the office visit cost share applies.
- No copayment/coinsurance means no copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.

**Ashland County Board of DD
Blue Access® Option 5 with Rx Option B
Summary of Benefits, Effective 01/01/2011**

Please note: as we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits. At this time, we do not expect rates to be impacted by these changes.

- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = Calendar Year
- Mammograms (diagnostic) are subject to the PCP/OV cost share in office and outpatient facility settings.
- Behavioral Health: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
 - (1) These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
 - (2) We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.
 - (3) Kidney and Cornea are treated the same as any other and subject to the medical benefits.
 - (4) If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual RX deductible. Once the RX deductible is met, the appropriate copayment/coinsurance applies. Also, if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.
 - (5) Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

Members are encouraged to always obtain prior approval when using Non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-Existing Exclusion Period:

We will not provide benefits for services, supplies, or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements and excludes dependents under age 19):

12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical), which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Ashland County Board of DD
Custom Plan
Schedule of Benefits , Effective 01/01/2011

The Schedule of Benefits is a summary of the Deductibles, Coinsurance and other limits when you receive Covered Services from a Provider. Please refer to the Covered Services section of the Certificate for a more complete explanation of the specific services covered by the Plan. All Covered Services are subject to the conditions, Exclusions, limitations, terms and provisions of the Certificate including any attachments or riders. This Schedule of Benefits lists the Member's responsibility for Covered Services.

Benefit Period	Calendar Year
Dependent Age Limit	Dependents are covered to the end of the month in which the child attains age 26

	Network Dentist	Non-Network Dentist
Dental Benefit Maximums		
Annual Maximum(combined for Network and Non-Network Dentists)	\$1,000	\$1,000
Orthodontic Lifetime Maximum Combined for Network and Non-Network Dentists. Does not apply to the Annual Maximum.	\$1,000	\$1,000

	Network Dentist	Non-Network Dentist
Dental Deductible		
Per Member	\$25	\$25
	Combined for Network and Non-Network Dentists	
Per Family	\$75	\$75
	Combined for Network and Non-Network Dentists	

	Network Dentist	Non-Network Dentist
Dental Covered Services		
After We subtract the Dental Deductible from the total amount of Covered Expense, you will pay benefits for Covered Services at the percentage or applicable amount noted below.		
Diagnostic and Preventive Services [Not subject to the Deductible]	Network 100/200/300:NCS	NCS
• Oral Evaluations		
• Office visit for observation		
• Bitewing Radiographs		
• Vertical Bitewings		
• Periapical X-rays		
• Intraoral occlusal film		
• Complete Series		
• Adult Prophylaxis		
• Child Prophylaxis		
• Fluoride Treatments		
• Sealants		
• Space Maintainers		
• Consultations		

Ashland County Board of DD
CustomPlan
Schedule of Benefits , Effective 01/01/2011

	Network Dentist	Non-Network Dentist
Minor Restorative Services [Subject to the Deductible] <ul style="list-style-type: none"> • Amalgam or composite resin restorations • Pin retention • Sedative filling • Palliative (Emergency) • Treatment for Dental Pain 	Network 100/200/300:20%	20%
Oral Surgery Services [Subject to the Deductible] <ul style="list-style-type: none"> • Extraction of coronal remnants, primary tooth • Extraction, erupted tooth or exposed root • Surgical removal of erupted tooth • Removal of impacted tooth, soft tissue, partially bony, and completely bony • Surgical removal of residual tooth roots • Oroantral fistula closure • Primary closure of sinus perforation • Removal of lateral exostosis • Removal of torus, palatinus and mandibularis • Surgical reduction of osseous tuberosity • Alveoloplasty • Vestibuloplasty • Biopsy of oral tissue, hard and soft • Frenulectomy, frenuloplasty • Excision of hyperplastic tissue • Excision of pericoronal gingiva • Surgical incision and drainage 	Network 100/200/300:20%	20%
Endodontic Services [Subject to the Deductible] <ul style="list-style-type: none"> • Root Canal Therapy • Apicoectomy/periradicular services • Therapeutic pulpotomy (excluding final restoration) • Pulp capping, direct and indirect • Gross pulpal debridement • Hemisection 	Network 100/200/300:20%	20%

Ashland County Board of DD
CustomPlan
Schedule of Benefits , Effective 01/01/2011

	Network Dentist	Non-Network Dentist
Periodontal Services [Subject to the Deductible] <ul style="list-style-type: none"> • Gingivectomy or gingivoplasty • Gingival flap procedure (includes root planing) • Apically positioned flap • Crown lengthening • Osseous surgery, including flap entry with closure • Bone replacement grafts • Soft tissue grafts • Guided tissue regeneration • Biologic materials to aid in soft and osseous tissue regeneration • Full-mouth debridement • Periodontal scaling and root planing • Periodontal maintenance procedure 	Network 100/200/300:20%	20%
Prosthetic Services [Subject to the Deductible] <ul style="list-style-type: none"> • Crowns, restored • Recementing of crowns • Crown buildups • Post and core buildups • Crown repairs • Stainless steel crowns (for primary teeth only) • Recement cast or prefabricated post and core • Removable complete (immediate or permanent), and partial dentures • Denture adjustments • Denture repairs • Addition of tooth or clasp • Denture rebase and reline procedures • Tissue conditioning • Recementing a bridge • Post and core • Core buildup • Bridge repair 	Network 100/200/300:50%	50%
Orthodontic Services [Not subject to the Deductible] <ul style="list-style-type: none"> • Diagnostic orthodontic records, limited to a lifetime maximum of once per eligible Member. • Limited Orthodontic Treatment. • Interceptive Orthodontic Treatment, primary or transitional dentition. • Comprehensive Orthodontic Treatment, transitional or permanent dentition. • Minor treatment to control harmful habits. • Orthodontic Retention 	Network 100/200/300:50%	50%

NCS - No Cost Share means no deductible, copayment or coinsurance up to the maximum allowable amount. However, a member may be responsible for any balance due after the plan payment, including but not limited to, benefits that reflect No Cost Share.

Ashland County Board of DD
Option 37
Schedule of Benefits, Effective 01/01/2011

The Schedule of Benefits is a summary of the amount of benefits available when you receive Covered Services from a Provider. Please refer to the Covered Services section of the Certificate for a more complete explanation of the specific vision services covered by the Plan. All Covered Services are subject to the conditions, exclusions, limitations, terms and provisions of the Certificate including any attachments or riders.

CHOICE OF VISION CARE PROVIDER: Nothing restricts or interferes with your right to select the Vision Care Provider of your choice, but your benefits are reduced when you use a Non-Network Provider.

COVERED BENEFITS

COPAYMENTS/MAXIMUMS

Network Provider Coverage

**Non-Network Provider
Member-Reimbursement**

Vision Examination including dilation and refraction as needed. • Limited to one exam per Member Every 12 months*	\$20.00 Copayment	Up to \$42.00
Prescription Lenses (Pair) • Single Vision • Bifocal • Trifocal • Available once per 24 months*	\$20.00 Copayment \$20.00 Copayment \$20.00 Copayment	Up to \$40.00 Up to \$60.00 Up to \$80.00
Frames • Available once per 24 months*	NCS, up to \$130 Retail Value	Up to \$45.00
Prescription Contact Lenses (in lieu of frame and lens benefits) • Non-Elective Contact Lenses Availability once per 24 Months* • Elective Contact Lenses Availability once per 24 Months* • The Contact Lens benefit is paid toward Materials first; any remaining amount will be applied to professional fitting fees. Professional Fitting Fees are not a Covered Service but may be covered or partially covered by applying any remaining contact lens allowance unused for the materials (lens) purchase. Any remaining amount can be applied to the professional fitting fee of the Prescribing Provider.	NCS NCS, \$130 Allowance	Up to \$210.00 Up to \$105.00

*Note: No Cost Share (NCS) means no deductible, copayment or coinsurance up to the maximum allowable amount. However, a member may be responsible for any balance due after the plan payment, including, but not limited to, benefits that reflect No Cost Share. * Benefits are available from last date of service.*

Ashland County Board DD

Proposed Effective Date: 01/01/2011

UNITED AGENCIES INC

Life Insurance offered by Anthem Life Insurance Company

Schedule of Benefits					
Class Description	Term Life	AD&D	STD	Dep. Life Sp/Ch	
1 Managers	\$35,000	Equal To Term Life	N/A	N/A	
2 All other eligible employees	\$25,000	Equal To Term Life	N/A	N/A	

Refer to your insurer's sales brochure(s) for benefit details and limitations.

Benefit Plan Highlights

- Term Life Guarantee Issue Limit is \$35,000 for all ages.
- Term Life Includes waiver of premium for total disability beginning before age 60 with a 6 month elimination period.
- Waiver terminates at age 65 or prior retirement.
- Accelerated Death Benefit standard: Benefit may be up to 75% of the group term life face amount to a maximum of \$250,000.
- Basic Life Includes standard commission for OH.
- Reduction Schedule for class(es) 1,2 : Term Life and AD&D benefits reduce by the following percents: 35% at age 65; 50% at age 70. Benefits terminate at retirement.
- The Term Life rate provided is based on a non-contributory plan. However, if the coverage is contributory, 75% participation will be required of those eligible to enroll, and the rate may need to be adjusted.
- Term Life Rate(s) are guaranteed for 2 year(s).
- AD&D benefits include Seat Belt Rider, Airbag Rider, Education, Repatriation Benefit, Common Carrier and Coma.
- The Resource Advisor phone/web member assistance program is included in this proposal.
- Employees whose wages are reported on Form 1099 in lieu of Form W-2 are not eligible for coverage.
- All employees under the age of 17 (seventeen) are ineligible to receive benefits.
- Insurer reserves the right to review rates if final census differs by more than 10% and or benefits/provisions desired by group differ from those included in this proposal.
- Open enrollment for any line of coverage is not permitted.
- Travel Assistance is included in this proposal.

Proposed Rates

Coverage	Monthly Rate	Lives	Volume	Monthly Costs	Annual Costs
Term Life	0.23 (\$1,000)	87	2,285,000	525.55	6,306.60
AD&D	0.020 (Per \$1,000)	87	2,285,000	45.70	548.40
				571.25	6,855.00

This proposal is subject to underwriting approval by insurer; please do not cancel your coverage until the application has been approved in writing. This information is intended to present only a general overview of the benefits. Not all details, limitations, and exclusions are included. This quote was prepared using an SIC code of 8299 in state of OH - 44805. The proposal expires 90 days from the date quoted. Ver: 10.7.101111e

This coverage has been selected for employees and eligible dependents; subject to the terms and conditions of this proposal and the application to which this is attached. Insurer's standard policy provisions will apply, unless otherwise noted.

Authorized Signature

Date

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STATE EMPLOYMENT
RELATIONS BOARD

2011 MAR 14 P 12:42

March 10, 2011

Tammy Johnson, Administrative Assistant
Research and Training
State Employment Relations Board
65 East State Street, Suite 1200
Columbus, OH 43215-4213

Re: Ashland County Board of Developmental Disabilities
Copies of Negotiated Agreements

Dear Ms. Jonhson:

On behalf of the Ashland County Board of Developmental Disabilities, enclosed please find copies of recently negotiated collective bargaining agreements with the identified Associations.

Please do not hesitate to contact me with any questions. Thank you.

Very truly yours,



David A. Rose

DAR/hh
Enclosures

cc: James G. Jones, Superintendent (w/o enc.)