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**AGREEMENT**

**BETWEEN**

**THE ASHLAND COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES**

**AND**

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

**JANUARY 1, 2014 – DECEMBER 31, 2016**

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of the Association as provided for in Section 1.1 shall continue unless and until such recognition is legally withdrawn in accordance with law.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

## **ARTICLE 2: ASSOCIATION RIGHTS**

- 2.1 Representation Rights. The Association shall be the sole and exclusive bargaining representative of the bargaining unit. The Association shall collectively bargain with the Employer in accordance with the provisions of this contract and state law. The Association shall also be granted sole and exclusive organizational rights as outlined in this Article.
- 2.2 Dues Deduction. The Employer agrees to deduct annual Association membership dues in accordance with this Article from the pay of any employees eligible for membership in the bargaining unit upon receiving written authorization signed individually and

voluntarily by the employee. The voluntarily signed payroll deduction form must be presented to the Employer by the employee either personally or by inter-office communication or by an employee representative. Upon receipt of the proper authorization, the Employer will deduct Association dues from one payroll check issued each month. Such dues will be remitted to the Association Treasurer within fourteen (14) days from the date of making said deduction.

- 2.3 **Hold Harmless.** The Association hereby agrees that it will hold the Employer harmless from any claims, actions or proceedings by any employee arising from the Association's use of money obtained through the dues deductions made by the Employer pursuant to this Article. The Employer shall not be responsible for obtaining refunds from the Association once the funds are remitted to the Association and their disposition shall be the sole and exclusive obligation and responsibility of the Association.
- 2.4 **Termination of Deductions .** Once an employee provides the Employer with a signed, voluntary payroll deduction form (described in Section 2.3 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 individuals are not present in the building.

- 2.9 Use of Building Mail. The Association shall be permitted to use the building mail for distribution of Association materials. The Employer will permit each employee the use of a mailbox. Regardless of the facility in question, some employees may have to share mailboxes.
- 2.10 Access to Board Agenda. The Association president shall, not later than the day prior to a Board meeting, be provided with the Employer's agenda, approved minutes and the other public documents given to Employer representatives.
- 2.11 Participation at Board Meetings and Staff Meetings. The Association president or designee will be permitted to regularly participate at Board meetings during the public participation section of the meeting and in accordance with current board policy. An Association representative may make announcements at general staff meetings (both building and general staff meetings). Such announcements shall be limited to a maximum of five (5) minutes.
- 2.12 Bargaining Unit Names and Information. The Employer will provide the Association President with the names, addresses, phone numbers, accurate current classification, and pay assignment of all persons in the bargaining unit. This information will be updated as necessary. The Employer reserves the right to notify employees of the Association President's request and the Employer's disclosure of such information.
- 2.13 Board Policies. The Association president shall be provided with an electronic copy of the policies of the Employer.
- 2.14 Use of Building. The Association may use the school building for Association meetings that do not interfere with other 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 individual 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 ensure services to individuals, and when individuals are not adversely affected.

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

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

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

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

The employer shall automatically deduct such dues from the pay of the service fee payers (non-members) in accordance with the payroll deduction procedures as set forth in Article 2.2 (Dues Deduction). The Association Treasurer shall, no later than September 30 of each year, notify the employer of the amount of dues to be deducted for that school year (July 1 – June 30). The Association shall be responsible for insuring that the Fair Share Fee arrangement provided for in this section fully complies

with state and federal law. This provision shall not be interpreted to require any employee to become a member of the Association.

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

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

### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.1 Except to the extent modified by this Agreement, it is understood and agreed to by the Association that the Board retains all rights and authority to manage, direct, and control the operations of the Board and its programs and services to the fullest extent permitted by Ohio law; to promulgate rules and regulations; and to exercise prerogatives of management, including but not limited to the following:
1. To determine matters of inherent managerial policy;
  2. To determine the functions of and programs of the Board;
  3. To determine the standards of services to be delivered;
  4. To determine the overall budget;
  5. To determine how technology may be utilized to maintain and improve the efficient operations of the Board;
  6. To determine the Board's organizational structure;
  7. To direct, supervise, evaluate and hire employees;

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

#### **ARTICLE 4: BARGAINING PROCEDURE**

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

- 4.4 Consultants. Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.
- 4.5 Initiating the Bargaining Procedure. Negotiations for a successor agreement may be initiated by either party in accordance with the procedures set forth in Revised Code Chapter 4117, except that any Notice to Negotiate must be filed not earlier than 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.
- 4.6 Location of Meetings. Meetings will be held at a mutually agreed to location.
- 4.7 Dates and Times of Meetings. Sessions will be scheduled by mutual agreement. Each session will continue until the agreed upon ending time, or until an earlier time is determine in good faith by one of the parties.
- 4.8 Requests for Data. All requests for data shall be in writing. The employer is not responsible for the assembly of data which is a matter of public record and which may be directly obtained and compiled by the Association, but will provide documents which are requested and which are public information. This provision is not intended to supersede Section 149.43 of the Ohio Revised Code.
- 4.9 Proposals. All proposals shall be in writing and all written proposals and materials shall be submitted in sufficient quantity to provide copies for each member of the other parties' bargaining team. If a party offers a verbal counter proposal, the other party may require that such proposal be reduced to writing.
- 4.10 Order of Proposals and Counter Proposals. Items for negotiations, together with proposals thereon, shall be presented at the initial bargaining session. No items shall be added after the initial session unless mutually agreed to by both parties.
- 4.11 Meeting Notes. No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.
- 4.12 Caucus. Either bargaining team may call for a caucus during a bargaining session.
- 4.13 News Media. It is agreed that during the negotiating period, neither party shall issue a statement to the news media. If during the negotiations, press releases should become necessary, the content must be mutually agreed upon or no release will be made. It is understood that following the release of a fact-finder's recommendation, either party is free to make unilateral releases.

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

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

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

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

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

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

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

## **ARTICLE 5: GRIEVANCE PROCEDURE**

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

5.2 **Definitions**

- 5.2.1 "Grievance" is a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of an express term of this Agreement.
- 5.2.2 "Class Action Grievance" is a Grievance that affects more than one member of the bargaining unit.
- 5.2.3 "Grievant" shall mean the Association or employee(s) initiating a Grievance.
- 5.2.4 "Days" shall mean weekdays (Monday through Friday) except that calamity day(s), holiday(s), and total program shut down periods shall not be counted.

### 5.3 Rights of the Grievant and the Association

- 5.3.1 The Grievant has the right to Association representation at all meetings and hearings involving the Grievance.
- 5.3.2 The Association has the exclusive right to file Grievances and to be present for the adjustment of any and all Grievances.
- 5.3.3 Grievance forms shall be exhibited in the appendix of this Contract and it shall be the exclusive right of the Association to issue forms to an employee(s). See Appendix B.
- 5.3.4 The Association has the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- 5.3.5 The Association shall receive copies of all communications in the processing of Grievances.

### 5.4 Time Limits

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

## 5.5 Grievance Procedure

### 5.5.1 Informal Step

Prior to initiating the formal Grievance Procedure in Sections 5.5.2, 5.5.3, and 5.5.4, the employee and the Association representative shall discuss the Grievance with the employee's immediate Supervisor within the time limits of Section 5.4.2. During the discussion at the Informal Step, the employee and the Association shall notify the employee's immediate Supervisor that this is a discussion of a Grievance; explain the facts and circumstance believed to form the basis of the Grievance; and identify the violation, misinterpretation, or misapplication of an express term of this Agreement at issue in the Grievance. If the Grievance is not resolved during the Informal Step the Association may proceed to the formal Grievance Procedure by filing a written Grievance at Step One with the immediate Supervisor within the time limits of Section 5.5.2.

### 5.5.2 Step One:

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

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

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

### 5.5.3 Step Two:

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

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

#### 5.5.4 Step Three:

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

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

### 5.6 Arbitration

#### 5.6.1 Selection of the Arbitrator

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

#### 5.6.2 Authority of the Arbitrator

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

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

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

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

### **5.6.3 Cost of Arbitration**

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

## **5.7 Miscellaneous**

- 5.7.1** All communications regarding Grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. Each party shall provide the other with copies of all such communications. All such submissions including the initial written Grievance must be submitted during normal work hours (between 8:00 a.m. and 4:00 p.m.).
- 5.7.2** Receipt by the Employer of any communications or grievances shall be construed to be the delivery date and time to the appropriate supervisor's office, provided a receipt is obtained.
- 5.7.3** Receipt by the Association of any communications shall be construed to be the delivery date to the designated office of the Association, or the Association president, provided a receipt is obtained.
- 5.7.4** Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 5.7.5** A designated employee representative and all necessary witnesses shall be permitted to attend a Grievance meeting or arbitration hearing without loss of pay or benefits.
- 5.7.6** No reprisals or recriminations shall be taken against any employee(s) who files or takes part in a Grievance.

A Grievance may be withdrawn in writing by the Association or settled in writing with the Board at any time. Any withdrawal does not establish a precedent for future Grievances regarding subsequent acts or omissions by the Board of the same nature as a previously withdrawn Grievance.

## **ARTICLE 6: ABSENCES AND LEAVES**

### **6.1 Sick Leave**

- 6.1.1 Eligibility and Accrual. Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths hours with pay. Employees shall accrue sick leave based upon hours in active pay status.
- 6.1.2 Utilization. An employee(s) may use sick leave for absence due to the employee's, or his/her immediate family member's medical, dental or optical examination or treatment, personal illness, pregnancy, or injury. In addition, an employee may use sick leave if the employee has been exposed to a contagious disease, such that the presence of the employee at his job would jeopardize the health of the employee's fellow workers and/or individuals.. Employees may use sick leave in the event of a death in the employee's immediate family.
- 6.1.2.1 When sick leave is used, it shall be deducted from the employee's credit on the basis of one quarter (1/4) hour for every fifteen (15) minutes of absence from previously scheduled work.
- 6.1.2.2 The Employer shall require employees to complete and sign a sick leave form or electronic equivalent provided by the Board, within a reasonable time period, upon return from leave, but such time period shall not exceed three (3) working days. An employee shall make every effort to report no later than one (1) hour prior to his/her reporting time notifying his/her immediate supervisor of his/her absence and shall make periodic contact with his/her immediate supervisor during long-term absences unless the term of the leave has been communicated previously. The employee will make every effort to notify his/her immediate supervisor of his/her intent to return to work no later than 3:00 p.m. on the day prior to returning to work. Failure to report to work or adhere to the timelines and requirements as set forth in this Article may result in disciplinary action.
- 6.1.2.3 If an employee or a member of his/her immediate family requires medical attention, the employee may be required to submit a written certificate from a licensed medical practitioner. Sick leave requests for more than three (3) workdays may, at the Employer's discretion, require the written certificate of a licensed medical practitioner. Falsification of a physician's certificate or a licensed medical practitioner. Falsification of a physician's

certificate or sick leave abuse will be grounds for corrective action, including discharge, without progressive discipline.

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

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

6.1.3 The previously accumulated sick leave for an employee who has been separated from the public service shall be placed to his credit upon his reemployment in the public service, provided that such reemployment takes place within ten years of the date, which the employee was last separated from public service. An employee who has transferred from another Ohio public employer shall be credited with unused balance of his/her accumulated sick leave up to a maximum of five hundred (500) hours.

6.1.4 Sick Leave Bank. 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:

6.1.4.1 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.

6.1.4.2 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.

- 6.1.4.3 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 ACBDD, upon employment, a day shall be subtracted from that accumulation if the employee chooses to be a member of the Sick Leave Bank.
- 6.1.4.4 The SSA President shall appoint one (1) member to serve on the Sick Leave Bank Committee.
- 6.1.4.5 The Committee shall elect a chairperson and shall develop rules for the operation of the Committee and adhere to the specific provisions of this Article.
- 6.1.4.6 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.
- 6.1.4.7 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.
- 6.1.4.8 If an employee/member is disabled to the extent that he/she could possibly be approved for Disability Retirement under one of the State of Ohio's retirement plans (disability for a duration of at least 12 months), the employee must apply for disability retirement. If the employee is not approved for retirement disability, he/she may then apply and possibly be awarded sick leave days under the provisions of the Bank.
- 6.1.4.9 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.
- 6.1.5.0 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.
- 6.1.5.1 The decision of the Committee regarding the approval or disapproval of applications for sick leave days from the Bank shall be a final decision and shall not be appealable through any internal process or external legal proceeding.

- 6.1.5.2 Routine or elective medical procedures (or procedures including surgery which can be performed during a time period where it would not impact on employment time) shall not be reasons for the Committee to approve sick leave days under this plan.
- 6.1.5.3 The sick leave day(s) contributed to this Bank shall continue to accrue from year to year until such time as the day(s) are awarded by the Committee.
- 6.1.5.4 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.

## 6.2 Personal Leave

- 6.2.1 The Employer shall grant each full-time twelve-month employee a maximum of four (4) days of unrestricted personal leave per calendar year. 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.
- 6.2.2 Approval. Employees who are entitled to use personal leave must give the Superintendent three (3) calendar days of notice of their intention to use a personal day, by using the standard leave form. In situations reasonably deemed by the Superintendent to be emergencies, the Superintendent shall approve personal leave after an employee has taken such leave.
- 6.2.3 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 6.2.4.
- 6.2.4 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 6.2.3. Alternatively, an Employee who has at least one (1)

full day of unused personal leave at the end of a calendar year may elect to be compensated in lieu of use of such personal days as follows: (a) the Employee shall receive compensation equal to half of his/her *per diem* rate then in effect for each half of unused personal leave; (b) the Employee shall not receive more than \$75.00 as the payment for each half day of unused personal leave; (c) said compensation shall be paid during January of the new leave year; (d) such half day(s) for which the Employee receives compensation under this Section shall be considered used and removed from the Employee's personal leave account; and (e) the remaining half day(s) of unused personal leave shall be deposited to the Employee's Personal Leave Bank upon the terms and conditions below. .

6.2.5 In the Personal Leave Bank, the Employee 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 6.2.3.

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

6.3.1 Vacation is credited each bi-weekly pay period at the rate of 3.1 hours per pay period for those entitled to 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. See attached Appendix E.

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

6.3.3 Request and Approval

6.3.3.1 All vacation time must be requested at least seven (7) calendar days in advance of use. However, in emergency situations, vacation time may be granted at the employee's supervisor's discretion with less than the seven (7) calendar day advance request. This exception can only occur up to two (2) times per calendar year. Vacation leave will be granted on

a first request basis and will normally conform to program operation schedules. The maximum number of employees taking vacation leave at any one time shall be limited in accordance with the provisions set forth in Article 6.2.1.

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

#### 6.4 Court Leave

- 6.4.1 Jury Duty. Court leave with pay shall be granted to employees summoned for jury duty during normal working hours by federal, state, or any other court of competent jurisdiction.
- 6.4.2 Subpoena. Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses during normal working hours where the employee is not a party to the action.
- 6.4.3 BWC Hearings. Any compensation received, less parking expense with a receipt, related to jury duty or for court attendance compelled by subpoena must be submitted to the Superintendent when such duty was performed during normal working hours.
- 6.4.4 Reimbursement. Any compensation received, less parking expense with receipt, related to jury duty or for court attendance compelled by subpoena must be submitted to the Superintendent when such duty was performed during normal working hours.
- 6.4.5 Personal Court Appearance. An employee who is appearing before a court or other authorized body in which he/she is a party to the action, except as set forth in Section 6.4.3 above, may request to use accrued vacation time or personal days.

#### 6.5 Military Leave

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

Employees are required to submit to the Employer 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.

- 6.5.2 The Employer may make an appointment to fill a vacancy created when an employee enters military service. However, if the person filling such vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.
- 6.5.3 An employee who reenlists while on active duty, or an employee who is a commissioned officer and voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.
- 6.5.4 A veteran separated or discharged from the Armed Forces under honorable conditions must make application for reemployment to his or her former position with the Employer within ninety (90) days from the release from service; or within ninety (90) days after release from hospitalization due to inservice (military service) injury or illness which has not exceeded a period of more than one year. The following procedures apply:
  - 6.5.4.1 Reinstatement must be accomplished within thirty (30) days after application is received by the appointing authority.
  - 6.5.4.2 A photostatic copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.
  - 6.5.4.3 The veteran must be physically qualified to perform the duties of the position (so long as the Employer provides reasonable accommodation of the veteran's handicap, as required by controlling federal and state law). Where a disability sustained in the military service precludes the veteran's restoration to his or her original position, the Employer shall place the veteran in a position of like status and pay, compatible with the veteran's physical condition, so long as such a position is available.
  - 6.5.4.4 The reinstated veteran is entitled to the following salary benefits or other advancement accruing during military absence to the position he or she held and returns to:

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

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

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

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

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

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

6.7 Unpaid Leaves of Absence

6.7.1 Personal reasons: At the discretion of the Superintendent, a leave of absence may be granted upon the request of the employee for a maximum duration of one (1) year for any personal reasons during any three (3) year period (36 months) of which such three (3) year period will be calculated to begin from the last day of any previous leave granted under this section. Therefore, at the conclusion of

such a leave of absence, the employee will not be eligible to start another leave of absence for three (3) years.

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

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

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

6.7.4 Disability

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

6.7.4.2 Personal Disability Leave. An incapacitated employee for whom voluntary reduction is impracticable or unavailable, may request up to one (1) year of unpaid disability leave. Such leave shall be granted if he

or she can present medical or other professional evidence to reasonably establish that a disability exists. Such request must be submitted in writing to the Superintendent through the immediate supervisor with a copy of a physician's statement attached.

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

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

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

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

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

**6.7.4.4 Reinstatement Procedure.** Reinstatement rights following Disability Separation or reduction extend for a total of three and one-half (3 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.

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

#### 6.7.5 Conditions Related to Leaves of Absence

##### 6.7.5.1 Status While on Unpaid Leave

An employee while on 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.

##### 6.7.5.2 Return to Duty from Leave

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

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

##### 6.7.5.3 Unexcused Absences

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

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

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

6.8.2 The employee shall apply to the Superintendent/designee at least five (5) workdays in advance of the requested release time for training opportunities.

When the requested release time is approved, the reimbursement allocations stated below shall be applicable.

**6.8.3 Reimbursements Allocations:**

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

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

6.8.3.3 Registration fee (receipt required).

6.8.3.4 Miscellaneous expenses (with receipts).

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

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

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

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

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

**ARTICLE 7: SCHEDULING AND HOURS OF WORK**

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

## 7.2 Definitions

- 7.2.1 Work schedules are defined as an employee's regularly assigned hours of the day and days of the week, and shift assignments (if any).
- 7.2.2 The regular workweek for all full-time employees shall be Monday through Friday except for weekend assignments (if any) that occur with the consent of the employee(s) unless otherwise stated herein.

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

- 7.3.1 The work year for the Service and Support Administrators in each program year (July 1 through June 30) shall be two hundred forty-nine (249) days. The Service and Support Administrators' workdays shall follow the adult individuals' calendar.

Such days shall include the following:

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

### 7.3.2 Hours

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

- 7.3.3 SSAs are not entitled to overtime compensation under the Fair Labor Standards Act. However, when the Employer requires the employee to attend meetings/work more than 8 hours in a given day or perform work on days beyond the work year defined in Section 7.3.1, the employees shall be provided "flextime" to adjust their work schedules accordingly upon notification to the SSA Director or designee. Flextime hours may not be carried over beyond ten (10) work days after such time is earned unless approved in writing by the SSA Director or designee. Flextime shall be scheduled and will vary work hours as necessary to meet the needs of individuals.. Flexible time shall not be provided for crisis phone coverage except for extenuating circumstances occurring outside of the regular work day subject to the Director's consent and as follows: If a SSA receives a Crisis phone call during non-working hours that requires the SSA to respond by accessing records at a Board facility, traveling to the hospital or an additional site or otherwise physically responding to a Crisis phone call, the SSA shall be entitled to "flextime" in an amount of time equivalent to the amount of time spent by the SSA in physically responding to a Crisis phone call. If the SSA is unable to use "flextime" for time spent in approved/scheduled meetings (for

example, IEPs, ISPs, special meetings) outside of the regular work week and time spent attending to individuals' health/safety needs outside of the regular work week, the SSA shall be eligible for compensatory time in an amount equal to the actual time spent in approved/scheduled meetings (for example, IEPs, ISPs, special meetings) outside of the regular work week and time spent attending to individuals' health/safety needs outside of the regular work week provided however that the SSA is tracking and regularly reporting his/her compensatory time to the Director and the compensatory time is used: (a) during the same calendar year in which it is earned; (b) before accrued available vacation leave (may also be used in lieu of paid sick leave); and (c) pursuant to a utilization plan developed in collaboration with the Director;. Compensatory time not used during the calendar year in which it is earned shall not carry forward to the subsequent year.

#### 7.3.4 Crisis Phone

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

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

7.3.4.3 When an SSA is providing crisis phone coverage, he/she shall be paid at the rate of \$\$210 per 7-day week for such coverage during the 2014-2016 calendar years.

7.3.4.4 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.

#### 7.4 Conditions of Employment

##### 7.4.1 Holidays

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

##### 7.4.2 Shutdown Periods

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

#### 7.4.3 Calamity Days

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

#### 7.4.4 Break Time

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

### 7.5 The Workshops and School Program Calendar

#### 7.5.1 Calendars

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 of ORC 4117.

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

7.8 A Labor/Management Committee exists for the purpose of continued dialogue regarding issues and concerns related to the welfare of individuals and employees of the Board.

7.8.1 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,

7.8.2 Labor/Management Committee meetings shall be held no less than eight (8) times per year.

7.8.3 Minutes of these meetings will be taken and distributed to the members of the Committee.

7.8.4 Meetings shall typically be held between the hours of 2:45 p.m. and 4:15 p.m.

7.8.5 Before adjournment, the Committee shall establish the date and time of the next meeting. Meetings may only be cancelled by consensus of the entire Committee.

7.8.6 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.

7.8.7 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.

7.8.8 The Committee shall have the authority to establish further guidelines so as to make sure the Committee operates in an efficient and orderly fashion.

## 7.9 In-Service

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

## 7.10 Organizational Development

A committee shall be set for the purpose of assisting staff through organizational development. This would include maintaining and obtaining skills for all job titles for the ACBDD. All skills should be obtained in a pro-active manner to include but not be limited to on-the-job training, after hours training (with possible pay if approved). This committee shall also guide staff through organizational changes and recommendations approved through the Board and the Superintendent's request, or by committee

recommendation. The committee shall be broad based and shall include the following representation: three (3) bargaining unit members from ASHCO EA Unit #1 including one (1) bargaining unit member from ASHCO Unit #2 appointed by the each Association President, and four (4) managers, one (1) of which is a chairperson appointed by the Superintendent and other members as needed.

## **ARTICLE 8: EMPLOYEE RIGHTS AND PROTECTION**

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

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

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

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

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

- 8.3.1 All injured employees shall notify their immediate supervisor of any injuries which may qualify them for Workers' Compensation benefits within twenty-four (24) hours after the accident.
- 8.3.2 All injured employees seeking medical expense benefits shall be responsible for completing and returning official Report of Industrial Injury to the Superintendent's office within two (2) weeks of first treatment. This form may be obtained from an attending physician, hospital, the Bureau, or the workshop/school office.
- 8.3.3 All injured employees seeking compensation benefits [disability of more than one (1) week] shall be responsible for completing and returning official Form C71 (Claimants' Application for Compensation) to the Worker's Compensation officer within one (1) week after the accident. Said form may be obtained from the same sources listed above in Section 8.3.2. Employees may elect at his/her option to use sick leave and locally provided health care or Workers' Compensation benefits.
- 8.3.4 Workers' Compensation benefits shall be provided in accordance with Ohio law and the provisions of this section.

#### 8.3.5 Workers' Compensation Optional Provision

This provision relates only to work related injuries or illnesses.

**Transitional Assignment:** An employee who suffers an injury or illness that prohibits him/her from performing his/her regular assignment may be removed from that regular assignment and placed into a position which he/she is medically capable of performing ("transitional"). The transitional assignment shall be scheduled during the employee's contracted hours and when offered, shall be available for an initial period of thirty (30) workdays. An additional thirty (30) workdays may be approved by the Superintendent. Such transitional assignment shall be at the employee's regular rate of pay. The employee must provide the employer with medical documentation certifying the injury or illness, the limitation on work responsibilities and the estimated duration of such limitations. The employer reserves the option to require the employee to obtain a second opinion from a physician selected by the employer at the employer 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 8.3.1) in order to be eligible for the benefits of this article.

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

#### 8.5 Personnel Files

8.5.1 The Employer shall maintain the official personnel file system, in accordance with ORC Section 1347.01, et seq., where applicable. Employee personnel files shall be maintained in two (2) areas designated by the Superintendent that are secure and available to all employees. One (1) of these two (2) areas shall be solely for the storage and maintenance of employee medical records. Notice of each location will be provided to employees and the Association president. Such 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.

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

8.5.3 Access to the actual personnel file of an individual employee will be limited to the employee, the Superintendent, the employee's immediate supervisor, the Board members, and clerical employees assigned responsibilities that involve maintenance or upkeep of the system. However, such access to the files or the providing of information contained in the files, shall in no way violate the Public Records Act, 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.

- 8.5.4 Disclosure of an employee's personnel file will be permitted to the representative of an employee, where the representative presents the Employer with a signed, written authorization made by the employee, authorizing the representative to inspect all information in the employee's personnel file.
- 8.5.5 An employee (as well as their representatives, when acting in accordance with Section 8.5.4) shall have access to his/her official personnel file upon request during non-work time and during the regular duty hours of the administrative office staff.
- 8.5.6 Employees will have the opportunity, upon notice, to review the contents of their personnel files. The file will be provided for review during lunch, breaks, or before or after work.
- 8.5.7 An employee will be notified and given copies at no charge when material pertaining to his/her job performance, disciplinary action and/or complaints is placed in their file provided that the employee is not otherwise in possession of such material. An employee may respond in writing to any such material placed in his/her personnel file.
- 8.5.8 If the employee disputes the accuracy, relevance, timeliness, or completeness of information contained in his/her personnel file, he/she may request the Superintendent to investigate the current status of the information. Within a reasonable time, the Superintendent shall undertake such investigation and shall notify the employee of the results of the investigation and the action, if any, that the Employer plans to take with respect to the disputed information.
- 8.5.9 The Superintendent shall delete any information contained in an employee's personnel file that cannot be verified, is not relevant, is not timely, is incomplete, or that is found to be inaccurate, when requested to do so by the employee who is the subject of the file.
- 8.6 No reprisals shall be taken against an employee by reason of his utilization of any procedure or activity provided for in this agreement.
- 8.7 **Safety.** The Employer agrees to provide safe working conditions for all employees, including safety equipment for employees who work at jobs or in areas which are dangerous.
- 8.8 **Access to Materials and Technology.** Employees shall have access to program materials, equipment, supplies and facilities necessary to carry out their job responsibilities. The Board will provide necessary computers and software to Service and Support Administrators. When new equipment or software is provided, the Board will provide necessary training to Service and Support Administrators.
- 8.9 **Complaint Procedure.** Any and all complaints to the Employer against an employee should be resolved informally by the 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:

8.9.1 The complainant is encouraged to state his/her complaint in writing. However, whether in writing or not, the complaint may be discussed at a conference between the complainant and the employee's immediate supervisor and resolved if possible.

8.9.2 If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a conference with the Superintendent.

8.9.3 If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a hearing with the Employer in executive session.

8.9.4 In all steps of this procedure, the employee shall be notified of conferences and hearings and shall have the right to be present.

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

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

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

#### 8.11 Discipline

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

The Employer shall conduct a fair and reasonable investigation prior to implementing disciplinary action. However, at the Employer's option, the employee may be placed on

paid administrative leave while the investigation is being conducted, and the employee will be given the reason(s) for such leave which shall not be arbitrary, capricious or discriminatory.

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

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

Step 1 Informal

Step 2 Written reprimand

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

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

Step 5 Termination

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

#### 8.12 Resignations

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

#### 8.13 Drug-Free Workplace and Testing Policy

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

### ARTICLE 9: WORKING CONDITIONS

#### 9.1 Lunch Facilities

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

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

## 9.2 Transportation

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

## 9.3 Individual--Staff Ratio

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

9.3.2 Absent individual ratios determined by state and/or federal law, such ratios comprised of either or both residential waivers and non-waiver individuals shall not exceed 35:1 by July 1, 2014 and 30-33:1 by January 1, 2015. Only certified SSAs will hold a case load.

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

## 9.4 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.

## 9.5 Report of Child Abuse

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

## 9.6 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 an individual, or the Employer, the Employer shall reimburse the employee for such damage. The Employer's obligation to reimburse an employee pursuant to the terms of this section is conditioned upon the employee's use of reasonable care in protecting the articles of clothing and in selecting articles of clothing suitable for the employee's work duties. For purposes of this section, "articles of clothing" shall include, but is not limited to, glasses, watches, or contact lenses, and

which are reasonably required for the employee to carry out his/her job responsibilities. This section shall not include jewelry or other articles of personal property.

#### 9.7 New SSA Employee Training

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

### **ARTICLE 10: CLASSIFICATION, CERTIFICATION, LICENSURE, AND REGISTRATION**

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

incumbent employees must take appropriate educational course work to meet the new requirements.

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

## **ARTICLE 11: VACANCIES AND REINSTATEMENTS**

### **11.1 Definitions**

- 11.1.1 "Vacancy" means a bargaining unit position which is, or will be, unfilled due to retirement, resignation, termination, transfer, promotion, reassignment, or death of the incumbent and that is to be filled. The term also embraces a newly created position that has yet to be filled. The Employer reserves the exclusive right to determine whether or not a vacancy exists. However, when a decision is made not to fill a position that has been in existence, such reduction in force shall be in accordance with appropriate provisions of ORC 124.
- 11.1.2 "Seniority" shall be determined in accordance with Article 13, Section 13.5. Notwithstanding any other provision in this agreement, no employee may exercise seniority rights relative to a position for which he/she is not qualified. Neither a temporary employee nor any non-employee of the bargaining unit gains seniority credit for a bargaining unit position during the posting and hiring process and is hired for the position without interruption, that employee will receive seniority credit from the first day he/she filled the position.

### **11.2 Procedure for Filling Vacancies**

- 11.2.1 All vacancies (as determined by the Employer) (other than those referred to in Section 11.2.3 below) will be posted internally for ten (10) calendar days on the bulletin boards with one (1) copy of the job description for that position at the same time the vacant position may be posted externally. Internal applicants must apply for such position within the ten (10) calendar day posting period. The posting shall contain the internal starting date, which shall be followed unless there are unanticipated delays in the selection process.
- 11.2.2 Except for reasonable time for screening of candidates and the necessary mechanics of decision and implementation, all posted vacancies will be filled expeditiously. When a vacancy in the bargaining unit or a management position is to be filled by an external applicant, the Association President may provide input into the selection of the new employee.

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

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

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

## **ARTICLE 12: PROFESSIONAL DEVELOPMENT/PERFORMANCE EVALUATION**

### **12.1 Purpose**

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

### **12.2 Definitions**

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

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

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

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

### 12.3 Evaluation

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

### 12.4 Scope of Evaluation

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

### 12.5 Evaluation Instrument

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

### 12.6 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.

### 12.7 Association Representation

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

### 12.8 Response to Evaluation

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

## 12.9 Additional Evaluations

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

## 12.10 Probationary Employees

Probationary employees will be evaluated twice during the probationary period. The probationary period will be 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.

## 12.11 Professional Development

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

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

## **ARTICLE 13: DEFINITIONS**

- 13.1 **Bargain Collectively.** To bargain collectively means to perform the mutual obligation of the Employer by its representatives and the representatives of the Association to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal or does it require the making of a concession.
- 13.2 **Bargaining Unit Work.** Work specified by this Agreement to be performed solely by a member(s) of the bargaining unit.
- 13.3 **Full-time:** An employee who is employed forty (40) hours per week for a minimum of 120 days or more in a work year and whose employment is not for a limited time.

13.4 Professional Employee and Registered Service Employee. As used in the Agreement, "professional employee" has the same meaning as it has as used in Ohio Revised Code Section 5126.20. "Registered Service Employee" means a service employee, as defined in 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.

13.5 Seniority. Seniority shall mean the length of uninterrupted service of an employee in a professional or service position with the Employer where no break in service occurs or as defined in Article 11 for purpose of filling vacancies. For the purpose of this section and Article 11 a "break in service" means that an employee has had a separation in service of thirty-one (31) calendar days or more. An authorized leave of absence, or any other separation, which carries with it the right to reinstatement, shall not constitute a break in service, provided the employee is reinstated within the time allowed by this contract or applicable law. No employee shall accrue more than one (1) year of seniority in any work year.

#### 13.5.1 Equal Seniority

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

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

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

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

#### 13.5.3 Posting of Seniority List

13.5.3.1 The seniority list shall be posted annually in an electronic format but not in a manner that is available to the general public. The Employer shall

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

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

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

#### **ARTICLE 14: COMPENSATION & BENEFITS**

##### **14.1 Salary Provisions**

- 14.1A All full-time Service and Support Administrators and SSA Assistants as of January 1, 2014 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 1<sup>st</sup>.
- 14.1B The compensation for employees (SSAs and SSA Assistants) hired on or after January 1, 2014 shall be determined based on the compensation spreadsheets set forth in Appendix D.
- 14.1C Permanent Elimination of Step Advancement. Effective January 1, 2014, step increases based on an Employee's additional years of service are permanently eliminated from this Agreement. This means that Employees are no longer eligible to advance to any new step based on years of service.
- 14.1D There shall be only one (1) exception to the preceding 14.1B of this Article. The exception is as follows: Employees in the SSA Assistant classification as of January 1, 2014 shall advance one (1) step on the applicable salary spreadsheet effective January 1, 2014 provided she rendered a sufficient number of days of service to qualify for the advancement of one (1) step had steps been in effect during the term of the 2011-2013 collective bargaining agreement between the parties.
- 14.1E For any Employee who previously reached the top of the salary spreadsheet and who qualified for the annual payment of \$500 described in Section 14.3.3 of the 2011-2013 collective bargaining agreement between the parties, her/his annual compensation will be increased by \$500 effective January 1, 2014; this is a one-time only adjustment for such Employees.
- 14.1F One-Time, Lump-Sum Payment. Each full-time bargaining unit member as of January 1, 2014 will receive a one-time, lump sum payment of \$400, and each

part-time bargaining unit member as of January 1, 2014 will receive a one-time, lump sum payment of \$200. Said payments shall be made in January 2014. Bargaining unit members hired after January 1, 2014 are not eligible for this payment.

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

## 14.2 Salary Schedule Placement

- 14.2.1 Pre-employment related work experience credit shall only be given for the first ten (10) years of experience. Such experience credit shall be given for previous work that was in the same or related area(s) for which employment is being considered.
- 14.2.2 The Superintendent or designee shall give newly hired employees and the Union President written notice of salary schedule placement.

A newly hired employee who wishes to challenge his/her placement on the applicable salary schedule must file a written request and supportive documentation with the Superintendent not later than 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.

The compensation of any current employee moving to classification with a higher compensation range shall be determined based on the compensation spreadsheets set forth in Appendix D. The Superintendent shall in his sole discretion determine the placement of such employee on the appropriate compensation spreadsheet in Appendix D provided that the employee receives an increase in compensation when moving to a professional employee classification.

### 14.3 Salary Schedule Index

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

### 14.4 Pay Periods

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

### 14.5 Severance Pay

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

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

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

### 14.5.4 Retirement Incentive Plan.

14.5.4.1 In order to be eligible to participate in the Retirement Incentive Plan, the Employee must have at least five (5) or more full and continuous years of service with the Board; provides written

irrevocable notice of his/her intent to retire to the Board at least ninety (90) calendar days in advance of said retirement; and must fall into one of the following four (4) categories:

14.5.4.2 s/he met the eligibility requirements for a service retirement under the applicable rules of STRS or PERS prior to January 1, 2014 and retires under the applicable retirement system's rules for a service retirement no later than December 31, 2014; or

14.5.4.3 s/he becomes eligible **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS during calendar year 2014 and retires under the applicable retirement system's rules for a service retirement no later than December 31, 2014; or

14.5.4.4 s/he becomes eligible **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS during calendar year 2015 and retires under the applicable retirement system's rules for a service retirement no later than December 31, 2015; or

14.5.4.5 s/he becomes eligible **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS during calendar year 2016 and retires under the applicable retirement system's rules for a service retirement no later than December 31, 2016.

14.5.4.6 If an Employee fails to retire by the end of the calendar year when s/he becomes eligible **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS forever waives his/her right to participate in this Retirement Incentive Plan.

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

14.5.4.8 Eligible Employees who are eligible to participate in the Retirement Incentive Plan shall receive five hundred dollars (\$500.00) for each full year of service with the Board based on the Employee's anniversary date which shall be paid within sixty (60) days of the Employee's effective date of retirement.

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

determined reduction in force; and those who do not submit an application for retirement to the STRS or PERS within his/her first year of eligibility for receipt of retirement benefits under the statute and rules governing the STRS or PERS.

#### 14.7 Mileage

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

#### 14.8 Retirement Premium

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

#### 14.9 Insurance

##### 14.9.1 General Provisions

##### 14.9.1.1 Coverage

14.9.1.1.1 The Employer shall provide all full-time bargaining unit employees insurance coverage effective January 1, 2014 as follows:

**Deductibles:** hospitalization, surgical and major medical coverage with a benefit period network deductible of \$5,000 single/\$10,000 family and a benefit period non-network deductible of \$10,000 single/\$20,000 family; The Board will implement a Health Reimbursement Arrangement ("HRA"). The HRA will be funded by the Board subject to applicable laws, rules and regulations for the purpose of reimbursing Employees for covered medical expenses under the deductibles. Only deductible expenses may be reimbursed from the HRA. Office visit copays, co-insurance, prescription drug copays, dental expenses, vision expenses, and other out-of-pocket health-related expenses cannot be reimbursed from the HRA. The amount of the HRA shall be as follows: \$4,500 for single in-network and non-network and \$9,000 for family in-network and non-network. The HRA shall only be available after the employee has satisfied \$500 of the applicable deductible for single in-network and \$1,000 of the applicable deductible for family in-network. The HRA shall only be available after the employee has satisfied \$1,000 of the applicable deductible for single non-network and \$2,000 of the applicable deductible for family non-network.

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

Co-Insurance 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;

The 4<sup>th</sup> quarter deductible carry-over is eliminated.

Prescription Drug Coverage: 30 day supply \$10/25/40.

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

**Re-Opener in Advance of 2015.** If the cost to renew the health care and prescription drug insurance for calendar year 2015 is more than 130% of the total premium cost for health and prescription drug insurance for 2014 and if the HRA cost to the Board is \$250,000 or more during calendar year 2014, the parties shall reopen this Agreement during the fall of 2014 for the sole and exclusive purpose of negotiating the health and prescription drug insurance for calendar years 2015 and 2016 including but not limited to the design of the plans, the amount of Employees' contributions toward premium costs, and eligibility for coverage.

**Re-opener in Advance of 2016 (applicable only if the re-opener for 2015 did not occur).** If the cost to renew the health care and prescription drug insurance for calendar year 2016 is more than 140% of the total premium cost for health and prescription drug insurance for 2014 and if the HRA cost to the Board is \$250,000 or more during calendar year 2015, the parties shall reopen this Agreement during the fall of 2015 for the sole and exclusive purpose of negotiating the health and prescription drug insurance for calendar year 2016 including but not limited to the design of the plans, the amount of Employees' contributions toward premium costs, and eligibility for coverage.

### **Dental Coverage**

Subject to Section 14.8.1.4.4, 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 14.8.1.4.4, 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.

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

## **14.9.2 Enrollment**

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

14.9.2.2 New bargaining unit employees are eligible for healthcare, dental and vision insurance coverage on the first day of the calendar month following the employee's 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.

## **14.9.3 Employee Contribution Toward Insurance Costs.**

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

1. Effective January 1, 2014, employees eligible for hospitalization, surgical and major medical insurance coverage will contribute eleven (11%) of the total cost of such coverage, except as otherwise provided in this contract.
2. Employees eligible for dental coverage will contribute ten percent (10%) of the monthly dental insurance premium in effect on July 1, 2003 and eight percent (8%) of all increases in monthly dental insurance premiums over the premium costs in effect on July 1, 2003.
3. Employees eligible for vision coverage will pay the difference between the cost of the vision plan and the Employer's maximum contribution of eight dollars (\$8.00) per month.
4. 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.

#### 14.10 General Provisions

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

- 14.10.1 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.
- 14.10.2 One copy of any plan document prepared by the insurance company which describes the benefits under any insurance coverage provided by this agreement shall be provided to the President of the Association and each employee of the bargaining unit within a reasonable time after agreed to modification(s) or new coverage(s).
- 14.10.3 New employees shall be provided such documents upon employment provided they have been received from the insurance company upon their employment.
- 14.10.4 Any health care benefits and services that extend to bargaining unit employees under this agreement will not be reduced, modified, or eliminated during the term of this agreement without the written approval

of the Association. However, the Board may obtain healthcare, life, dental, and/or vision insurance from another provider during the term of this Agreement without the written approval of the Association provided that (1) the insurance is the same or comparable to the level of benefits provided at the commencement of this Agreement; and (2) the cost of the insurance from another provider is the same or less. At any time during the term of this Agreement, the Board may join with other employer(s) to increase the size of the pool of participating employees to obtain better insurance rates for healthcare, life, dental, and/or vision coverage provided that (1) the insurance is the same or comparable to the level of benefits provided at the commencement of this Agreement; and (2) the cost of the insurance is the same or less.

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

14.10.6 125 Plan. Bargaining unit employees, at their own cost, have the option to participate in a 125 Plan. The 125 Plan allows employees to participate in medical reimbursement and dependent care reimbursement up to certain limits as well as premium pass-throughs of employee contributions for insurances. There will be an open enrollment period once during the calendar year. Any money left unused in the reimbursement accounts at the end of the calendar year will be neither refundable nor usable at any time in the future. Should a 125 Plan participant separate from employment at any time prior to the end of the calendar year, he/she will be responsible to re-pay the Board for any medical reimbursements that exceed the balance of available funds in his/her 125 Plan account at the time that his/her employment ends.

14.10.7 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.

#### 14.11 Tuition Reimbursement

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

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

#### 14.12 Employee Expenses

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

### ARTICLE 15: REDUCTION IN FORCE

#### 15.1 Reasons for Layoff

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

#### 15.2 Procedures for Layoff

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

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

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

#### 15.3 Notification of Layoff

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

#### 15.4 Recall

When employees are laid off, the employer shall create a recall list. The Board will recall employees from layoff in order of the most senior first. An employee shall be

eligible for recall for a period of twenty-four (24) months after the effective date of the layoff.

**15.5 Benefits**

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

**15.6 Notice of Recall**

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

**15.7 Return from Recall**

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

**15.8 Removal from the Recall List**

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

**ARTICLE 16: HEALTHCARE BENEFITS COMMITTEE**

**16.1** A Healthcare 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.

**16.2** The Committee will establish a mission statement that includes the mutual interests of providing information to bargaining unit members on cost-effective and efficient ways to utilize healthcare and to keep current as to changes and trends in healthcare.

**16.3** Subject to the approval of the Superintendent/designee, the Healthcare 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.

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

#### **ARTICLE 17: ADHERENCE TO APPLICABLE LAWS**

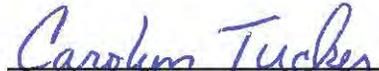
- 17.1 In General. Except where specifically addressed elsewhere in this Agreement, the respective rights and obligations of the Employer and the employees regarding Management Rights, Appointment, Promotion, Transfer, Tenure, and Employee Protection shall be governed by the applicable statutory provisions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

#### **ARTICLE 18: EFFECTS AND DURATION OF CONTRACT**

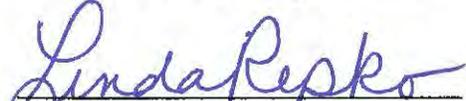
- 18.1 Term of Contract. This Agreement shall be three consecutive calendar years in duration commencing on January 1, 2014 and expiring on December 31, 2016.

- 18.2 **Effect of Contract.** The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining; the parties arrived at an understanding after the exercise of that right; and the entire understanding is set forth in this Agreement. Therefore, the Employer and the Association, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any decision or its effect on any subject matter referred to or covered by this Agreement. All prior agreements, practices and policies, either oral or written, are hereby cancelled. Any benefit which employees may have enjoyed prior to the implementation of this Agreement shall continue only to the extent that such benefit is provided for in the express terms and conditions of this Agreement. The Employer and the Association may mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by written agreement.
- 18.3 **Copies of Contract.** Within thirty (30) days after the Agreement is signed, copies shall be printed and distributed by the Association. The Association shall provide the Employer with an electronic copy of the Agreement.
- 18.4 **Employee's Receipt of Agreement.** The Employer is responsible to notify the Association President of the names of all new employees within two (2) workdays after the employee is hired. The Association will have the responsibility to provide all new employees with a copy of the Negotiated Agreement. The new employee will then be deemed to have received a copy of the Agreement which shall serve as notification of all provisions contained in the Agreement and the responsibility for all the information contained therein.
- 18.5 **Severability.** Should any court of competent jurisdiction determine that any provision herein is unlawful, such provisions shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect. Within ten (10) days after any such ruling, the Employer and the Association shall meet to bargain over the impact of the decision in order to bring the Agreement into compliance with the court ruling.
- 18.6 This Agreement is made and entered into at Ashland, Ohio, on this 5<sup>th</sup> day of April 2014, by and between the Employer and the Association.
- 18.7 This Contract between the parties is attested to by the representatives whose signatures appear below.

For the Union,

  
\_\_\_\_\_  
Carolyn Tucker, Local President

  
\_\_\_\_\_  
Anna Reynolds, Team Member

  
\_\_\_\_\_  
Linda Repko, OEA LRC

For the Board,

  
\_\_\_\_\_  
Jim Huntington, Superintendent

  
\_\_\_\_\_  
Carolyn Akakpo, SSA Director

**APPENDIX A**

**SERVICE AND SUPPORT ADMINISTRATORS  
SALARY INDEX/SCHEDULE**

**2014 – 2015 - 2016**

<b>Compensation Level</b>	<b>Index</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
0	1.000	30,940	31,559	32,032
1	1.043	32,270	32,915	33,409
2	1.086	33,601	34,273	34,787
3	1.129	34,931	35,630	36,164
4	1.172	36,262	36,987	37,542
5	1.215	37,592	38,344	38,919
6	1.258	38,922	39,700	40,296
7	1.301	40,253	41,058	41,674
8	1.344	41,583	42,415	43,051
9	1.387	42,914	43,772	44,429
10	1.430	44,244	45,129	45,806
11	1.473	45,575	46,487	47,184
12	1.516	46,905	47,843	48,561
13	1.559	48,235	49,200	49,938
14	1.602	49,566	50,557	51,316
15	1.645	50,896	51,914	52,693
16	1.688	52,227	53,272	54,071
17	1.731	53,557	54,628	55,447
21	1.774	54,887	55,985	56,825
24 +	-----	55,397	56,505	57,353

**SSA ASSISTANT  
SALARY INDEX/SCHEDULE**

**2014 – 2015 – 2016**

<b>Compensation Level</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
0	24,288	24,774	25,146
1	25,513	26,023	26,413
2	26,737	27,272	27,618
3	27,962	28,521	28,949
4	29,186	29,770	30,217
5	30,412	31,020	31,485
6	31,635	32,268	32,752
7	32,859	33,516	34,019
8	34,083	34,765	35,286
9	35,308	36,014	36,554
10	36,532	37,263	37,822
11	37,757	38,512	39,090
12	38,981	39,761	40,357
15	40,205	41,001	41,616
18	41,430	42,259	42,893
21	42,654	43,507	44,160
24+	43,154	44,007	44,660

**APPENDIX B**

**Grievance Form**

Grievance # \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Building \_\_\_\_\_

A. Statement of Grievance

B. Relief Sought

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

**INFORMAL STEP**  
(Immediate Supervisor)

Date of discussion at the Informal Step: \_\_\_\_\_

Names of individuals present during the Informal Step: \_\_\_\_\_

\_\_\_\_\_

**STEP ONE**  
(Immediate Supervisor)

Appropriate Supervisor \_\_\_\_\_

Date filed \_\_\_\_\_

Disposition of Supervisor:

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

**STEP TWO**  
(Superintendent)

Date filed \_\_\_\_\_

Disposition by Superintendent:

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

**STEP THREE**  
(Arbitration)

Date filed \_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

## APPENDIX C

**APPENDIX D**

**SERVICE AND SUPPORT ADMINISTRATORS  
SALARY INDEX/SCHEDULE**

**2014 – 2015 – 2016**

<b>Compensation Level</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
0	30,940	31,559	32,032
1	31,639	32,272	32,755
2	32,338	32,984	33,479
3	33,036	33,697	34,202
4	33,735	34,410	34,926
5	34,434	35,123	35,649
6	35,133	35,835	36,373
7	35,831	36,548	37,096
8	36,530	37,261	37,820
9	37,229	37,974	38,543
10	37,928	38,686	39,267
11	38,626	39,399	39,990
12	39,325	40,112	40,713
13	40,024	40,825	41,437
14	40,723	41,537	42,160
15	41,422	42,250	42,884
16	42,120	42,963	43,607
17	42,819	43,676	44,331
18	43,518	44,388	45,054
19	44,217	45,101	45,778
20	44,915	45,814	46,501
21	45,614	46,527	47,225
22	46,313	47,239	47,948
23	47,012	47,952	48,672
24	47,711	48,665	49,395
25	48,409	49,378	50,118
26	49,108	50,090	50,842
27	49,807	50,803	51,565
28	50,506	51,516	52,289
29	51,204	52,229	53,012
30	51,903	52,941	53,736
31	52,602	53,654	54,459
32	53,301	54,367	55,183
33	53,999	55,080	55,906
34	54,698	55,792	56,630
35	55,397	56,505	57,353

**SSA ASSISTANT  
SALARY SCHEDULE**

**2014 – 2015 – 2016**

<b>Compensation Level</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
0	24,288	24,774	25,146
1	24,827	25,324	25,704
2	25,366	25,873	26,261
3	25,905	26,423	26,819
4	26,444	26,972	27,376
5	26,983	27,522	27,934
6	27,522	28,071	28,491
7	28,061	28,621	29,049
8	28,600	29,170	29,606
9	29,139	29,720	30,164
10	29,678	30,269	30,721
11	30,217	30,819	31,279
12	30,756	31,368	31,837
13	31,295	31,918	32,394
14	31,834	32,467	32,952
15	32,373	33,017	33,509
16	32,912	33,566	34,067
17	33,451	34,116	34,624
18	33,991	34,665	35,182
19	34,530	35,215	35,739
20	35,069	35,764	36,297
21	35,608	36,314	36,854
22	36,147	36,863	37,412
23	36,686	37,413	37,969
24	37,225	37,962	38,527
25	37,764	38,512	39,085
26	38,303	39,061	39,642
27	38,842	39,611	40,200
28	39,381	40,160	40,757
29	39,920	40,710	41,315
30	40,459	41,259	41,872
31	40,998	41,809	42,430
32	41,537	42,358	42,987
33	42,076	42,908	43,545
34	42,615	43,457	44,102
35	43,154	44,007	44,660

## APPENDIX E

### VACATION ELIGIBILITY TABLE

(Based on a 40 hour week)

TOTAL SERVICE *(1)	ACCUMULATED HRS. EACH PAY PERIOD *(2)	ELIGIBLE TO TAKE VACATION *(3)	MAXIMUM ACCUMULATION *(3)*(4)	VACATION EARNED PER YEAR
LESS than one (1) year	3.1 hours	NO	N/A	N/A
More than one (1) year	3.1 hours	YES	160 hours (2years)	Two (2) Weeks
More than eight (8) years	4.6 hours	YES	240 hours (2years)	Three (3) Weeks
More than fifteen (15) years	6.2 hours	YES	320 hours (2years)	Four (4) Weeks
More than twenty-five (25) years	7.7 hours	YES	400 hours (2years)	Five (5) Weeks

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

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

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

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

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

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