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STATE EMPLOYMENT  
RELATIONS BOARD

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# **AGREEMENT**

**AUGLAIZE COUNTY S.S.A. ASSOCIATION**

**AND**

**AUGLAIZE COUNTY BOARD OF  
MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES**

**August 13, 2013 through August 12, 2016**

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## 1.00 PREAMBLE

**Section 1.01:** This Agreement is entered into by the Auglaize County Board of Developmental Disabilities, hereinafter referred to as the "Employer," and the Auglaize County S.S.A. Association, OEA/NEA, hereinafter referred to as the "Association." Its purpose is to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit defined herein.

## 2.00 ASSOCIATION RECOGNITION

**Section 2.01:** The Employer recognizes the Association as the sole and exclusive representative of those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include only those individuals employed by the Employer in the classifications of Service and Support Administrators and Service and Support Administrators Assistants, full or part-time.

**Section 2.02:** If a new position is created or a position presently in the bargaining unit is reclassified which has essentially the same job description of a position as established in Section 2.01 of this Article and that position is not excluded from collective bargaining under ORC 4117, the position shall be deemed included in the bargaining unit.

**Section 2.03** Recognized members of this Association shall be limited to Service Support Administrators and Service Support Administrator assistants.

**Section 2.04:** Any dispute regarding inclusion or exclusion of new or reclassified positions that the parties cannot informally resolve shall be submitted to SERB by filing a unit clarification petition, not through the grievance-arbitration procedure of this agreement.

## 3.00 DEFINITIONS

**Section 3.01:** The following definitions apply throughout the agreement unless otherwise specified:

- 3.01.1 "Adult services" means programs and services operated by the Board for adults (age of majority) and children aged 16 and older released from special education under the direction of the Workshop Director (or Director of Adult Services).
- 3.01.2 "ACSSA" means the Auglaize County S.S. A. Association.
- 3.01.3 "Association" means the Auglaize Education Association, OEA/NEA, which is affiliated with the W.O.E.A. ("Western Ohio Education Association), which is the exclusive bargaining agent for
- 3.01.4 "Board" means the Auglaize County Board of Developmental Disabilities.
- 3.01.5 "Days" means calendar days, in accordance with 4117.01 (P), except when otherwise indicated in the Agreement.
- 3.01.6 "Employee" means a person who is a member of the bargaining unit as defined by this Agreement.
- 3.01.7 "Employer" means Superintendent (Appointing Authority). Where appropriate, "Board" shall be used when the Superintendent is not intended.
- 3.01.8 "Immediate Family," unless otherwise defined, means the employee's mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian, or other person who stands in place of a parent.
- 3.01.9 "NEA" means the National Education Association.
- 3.01.10 "OAC" means the Ohio Administrative Code.
- 3.01.11 "OEA" means the Ohio Education Association.
- 3.01.12 "ORC" means Ohio Revised Code.

- 3.01.13 "Professional Employee" means a person employed by the Board in a position for which a Bachelor degree or an Associate degree from an accredited college or university is a minimum requirement.
- 3.01.14 "Program staff" means any professional or service employee a major portion of whose position description includes direct service to eligible individuals.
- 3.01.15 "Residential services" means programs and services specifically offered for eligible persons, currently only adults, to provide a residential and/or supervised living arrangement pursuant to rules of the Ohio Department of DD under the direction of a Director of Community Services.
- 3.01.16 "SERB" means State Employment Relations Board.
- 3.01.17 "Supervisor" shall be defined in accordance with 4117.01(F).
- 3.01.18 "Union" means the same as Association.
- 3.01.19 "United Education Profession" means the same as ACSSA/NEA/OEA.
- 3.01.20 "Part-time" means a schedule less than 30 hours per week.
- 3.01.21 "Full-time" means a schedule of 30 hours or more per week.
- 3.01.22 "Year-Round" means a schedule of 12 months in a 12-month period.

#### **4.00 ASSOCIATION REPRESENTATION**

**Section 4.01:** The Employer agrees to admit Association Staff Representative(s) to the Employer's facilities during the Employer's normal office business hours. Upon arrival, the Association Staff Representative(s) shall identify himself to the Employer or the Employer's designated representative.

**Section 4.02:** The Employer shall recognize the Association President or his/her designee to act for the purpose of processing grievances in accordance with the Grievance Procedure contained in this Agreement.

**Section 4.03:** The Local Association shall provide to the Employer an official roster of its Executive Committee. A list of officers must be presented to the Superintendent by July 1<sup>st</sup> of each contract year or if the officers change.

**Section 4.04:** The investigation and writing of grievances shall be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

**Section 4.05:** The Association agrees that no official of the Association, employee or non-employee shall interfere, interrupt, or disrupt the normal work duties of other employees.

#### **5.00 MANAGEMENT RIGHTS**

**Section 5.01:** The Employer, including the Board, possesses the sole right to operate the programs and services of the Board and all management rights reposed in the Employer. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by wages, hours or terms and conditions set forth in this Agreement:

- 5.01.1 Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- 5.01.2 Direct, supervise, evaluate, or hire employees;
- 5.01.3 Maintain and improve the efficiency and effectiveness of operations and programs;
- 5.01.4 Determine the overall methods, process, means or personnel by which operations are to be conducted;
- 5.01.5 Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- 5.01.6 Determine the adequacy of the work force;

5.01.7 Determine the mission of the Employer's programs and services as a unit of government;

5.01.8 Effectively manage the work force;

5.01.9 Take actions to carry out the mission of the Employer as a governmental unit.

**Section 6.02:** The Association recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer except as they relate to wages, hours, terms and conditions of employment as set forth in this Agreement.

## **6.00 GRIEVANCE PROCEDURE**

**Section 6.01:** The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances that may arise from time to time. Both the Board and the Association agree that the grievance proceedings shall be handled in a confidential manner.

**Section 6.02:** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

**Section 6.03:** All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance that is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. Oral warnings shall not be subject to the grievance procedure.

### **Section 6.04 Procedure:**

**6.04.1 Step 1.** In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the employee's immediate supervisor within ten (10) work days of the incident, or within ten (10) work days of the employee's knowledge of the problem, that gave rise to the grievance. The supervisor shall investigate, and provide an answer within seven (7) days following the date on which the supervisor was presented the grievance.

**6.04.2 Step 2.** If the grievance is not resolved in Step 1, the employee with the appropriate Association representative, if the employee desires, shall reduce the grievance to writing and shall within seven (7) work days, refer the grievance to the Superintendent. The Superintendent shall forward a copy of the grievance to either the local association president or the OEA Labor Relations Consultant within 3 days of receipt. The Superintendent shall have seven (7) calendar days after receipt of the grievance in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Superintendent shall investigate and respond in writing to the grievant within seven (7) work days following the meeting date.

**6.04.3 Step 3.** If the grievance is not settled at Step 2, the Association may make a written request that the grievance be submitted for arbitration. A request for arbitration must be submitted within seven (7) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. Upon receipt of a request for arbitration the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) and shall share any cost for provision of the list. Within ten (10) days of receiving the list the parties, if they cannot mutually agree on an arbitrator shall utilize the alternate strike method to select an arbitrator. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation,

application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

**Section 6.05:** The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement, nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion that are not directly essential in reaching a decision on the issue in question. The decision of the arbitrator shall be final and binding on the employer, the grievant, and the union.

**Section 6.06:** The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Supervisor in Step 1 of the grievance procedure.

**Section 6.07:** Any cost involved in obtaining the list of arbitrators shall be equally divided between the Board and the Association. All costs directly related to the service of the arbitrator shall be paid by the loser as identified by the arbitration award. A decision that is partly awarded to the grievant and partly awarded to the Board will require the costs directly related to the services of the arbitrator to be equally divided between the Board and the Association. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. When a transcript is requested and when either party elects to submit a post-hearing brief, no brief shall be required to be postmarked to the arbitrator until at least three (3) weeks following receipt of the transcript.

**Section 6.08:** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

- 6.08.1 Aggrieved employee's name and signature.
- 6.08.2 Aggrieved employee's classification.
- 6.08.3 Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- 6.08.4 Date grievance was filed in writing.
- 6.08.5 Date and time grievance occurred.
- 6.08.6 The location where the grievance occurred.
- 6.08.7 A description of the incident giving rise to the grievance.
- 6.08.8 Specific articles and sections of the Agreement violated.
- 6.08.9 Desired remedy to resolve the grievance.

**Section 6.09:** A grievant shall be an employee, a group of employees or the Association. No grievance may be advanced beyond step three except by the Association.

**Section 6.10:** No reprisals or recriminations shall be taken against any employee because the employee files or takes part in a grievance.

## **7.00 NONDISCRIMINATION**

**Section 7.01:** Neither the Employer nor the Association shall discriminate on the basis of age 40 or older, sex, including sexual harassment, race, color, religion, qualified disability, association membership or refusal to become an association member, or national origin. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**Section 7.02:** All references to employees in this Agreement designate both sexes and whenever the male gender or female gender is used, it shall be construed to include male and female employees.

**Section 7.03 Sexual Harassment:**

**7.03.1** Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature involving bargaining unit employees, non-bargaining unit personnel, and/or clients will not be tolerated. Submission to such conduct shall not be a term or condition of employment. Submission to or rejection of such conduct shall not be the basis for any employment decision.

**7.03.2** Any claim of sexual harassment shall be reported in accordance with the grievance procedure set forth in Article 6 of this Agreement, except that the grievance procedure will be considered commenced at the step that corresponds with the person to whom the grievance is first reported. The grievance may be first reported to the aggrieved employee's supervisor or the Superintendent. In the event that the superintendent is the alleged offending party, the grievance procedure will bypass the Superintendent and progress to the Board before arbitration.

**7.03.3** Any person employed by the Employer who violates section 1 of this Article may be subject to discipline or discharge.

**8.00 NEGOTIATION PROCEDURES**

**Section 8.01 Directing Requests:** Requests in writing for negotiation meetings from the Association will be made directly to the Superintendent or the President of the Auglaize County Board of DD or from the Superintendent or Board to the Association President.

**Section 8.02 Representation:** Representation shall be limited to two (2) representatives each of the Board and Association. Each party may include up to two (2) additional observers. Neither party in any negotiations shall have any control over the selection of the negotiators or bargaining representatives. The parties by mutual agreement may request that additional individuals appear at a session for the purpose of providing information that may aid the parties in their negotiation.

**Section 8.03 Negotiations Meetings:** If either party desires to modify or amend this Agreement, written notice shall be given of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations by exchange of proposals provided in C. below within three (3) calendar weeks upon receiving notice of intent. Negotiations shall be conducted in accordance with the following negotiations procedure agreement:

**8.03.1** The Auglaize County Board of Developmental Disabilities and the Auglaize County SSA Association agree to negotiate in good faith and in accordance with the specific terms as set forth below. This agreement supersedes any prior agreement, whether written or oral.

**8.03.2** While the process of give and take in negotiations may seem inherently adversarial, the parties will make every effort to continue the cooperative and congenial relationship that they have enjoyed in the past. The mark of professionalism is the ability to differ while maintaining decorum and civility.

**8.03.3** Three (3) weeks after the notice to negotiate is received, the parties shall exchange written proposals in form and detail specifying what is to be added and what is to be removed from the contract. Topical listings of items proposed for negotiations shall constitute a clear failure of compliance with this requirement and may be disregarded. The first negotiating session shall be held one week after the exchange of proposals.

- 8.03.4** The written proposals shall constitute the total subject matter of negotiations. For example, a proposed change in Article Z section 3 does not open all of Article Z to negotiations. No new items may be submitted unless by mutual written agreement of both parties. Should a change in the law occur during negotiations that affect mandatory subjects of bargaining, a proposal from either party on the subject may be added to the subject matter for negotiations.
- 8.03.5** A counterproposal on the subject matter of a proposed item is not a new item. Any items in the current contract not submitted for negotiations as detailed above, shall remain in full force and effect in the successor contract.
- 8.03.6** The parties plan to negotiate for approximately four (4) hours at each session. The parties may mutually agree to extend the length of the session so as not to interrupt discussion of an issue or in order to finalize a matter upon which agreement is imminent. Each side may call a caucus at any time during negotiations. The Labor Relations Consultant for the Association and the Attorney for the Board may engage in side-bar conferences.
- 8.03.7** Each side pledges to be prepared in advance for negotiations so that the sessions not open with a caucus. When feasible, counterproposals provided in advance of a negotiating meeting will be welcome in an effort to make the actual negotiations more efficient.
- 8.03.8** Each side shall present its position on its proposals and counterproposals and entertain questions from the other side. If it is clear that agreement cannot be readily reached, the parties shall continue with another matter. As agreement is reached, both sides shall indicate that the matter is tentatively agreed upon by writing "TA" on the document, the date, and the initials of the chief negotiator.
- 8.03.9** The collective bargaining law provides that negotiations are to be conducted in private. Therefore there will be no audio taping of negotiations. Each side may take its own notes. The Board may have a confidential employee (not in the bargaining unit) taking notes on behalf of the Board.
- 8.03.10** Neither party shall communicate with the news media regarding negotiations except by agreed written release or after impasse is reached as evidenced by expiration of the current contract including any extensions and then evidenced by a party notifying the other in writing that it is declaring ultimate impasse as described in Section 8.4 C below.
- 8.03.11** Both parties may communicate with their constituents regarding the content of particular articles discussed during negotiations, but neither party may disclose by quotation or paraphrase who said what during negotiations or make comments concerning personalities with respect to negotiations.
- 8.03.12** The Association's negotiation team shall have the authority to tentatively agree to specific provisions without going back to their membership. Ratification of the entire agreement shall be subject to internal union rules and ORC. 4117. The Board's negotiation team shall have the authority to tentatively agree to specific provisions without going back to the Board, subject to final approval or rejection by the Board in accordance with ORC. 4117.

**Section 8.04 Impasse:** The parties intend to supersede the fact finding procedure contained in Ohio Revised Code 4117 by adhering to the following alternative dispute resolution procedure:

- 8.04.1** During negotiations either party may at any time request mediation from the Federal Mediation and Conciliation Service ("FMCS").
- 8.04.2** Either party may declare impasse by notifying the other party, the Federal Mediator, and SERB (unless SERB refuses to accept notification) in writing that it believes impasse has been

reached on all outstanding issues. The notification shall include a complete listing of the particular sections) of the contract proposals or counterproposals that remain in dispute. Sections not listed shall be considered settled in accordance with the other party's last offer provided the other party proposed a change in the section.

- 8.04.3** After or during mediation ultimate impasse can be declared by a party serving written notice on the other party and the federal mediator that ultimate impasse has been reached and setting forth with specificity the remaining outstanding issues, the parties' positions on each of them, a detailed written explanation of why it is objecting to the other party's proposal, if one has been made, and why it is insisting upon its own proposal, if one has been made. Such notice having been received by either party from the other shall authorize the Association to serve a 10-day notice of intent to strike upon the Superintendent, FMCS, and SERB and shall authorize the Superintendent to serve the Association's Labor Relations Consultant, FMCS and SERB a notice of intent to implement any or all of the Employer's last best offers. No strike or implementation of any last best offer shall be authorized until 10 calendar days after receipt by the other party of the notice of ultimate impasse described in this paragraph C.
- 8.04.4** Continuation of mediation and/or negotiations after declaration of ultimate impasse shall not be used in any proceeding as evidence that ultimate impasse has not been reached.
- 8.04.5** "Last best offer" as used in paragraph C shall be the offer last made on the provision being implemented by the Employer to the Union.
- 8.04.6** "Strike" as authorized by paragraph C shall mean the continuous refusal to work commencing on the time and date specified in the notice until such time as the Association gives notice of its intent to cease striking. No strike may resume thereafter without refiling the notice of ultimate impasse and intent to strike and otherwise following the procedure set forth in Section 8.04 C.
- 8.04.7** Enforcement of Section 8.4: The enforcement or resolution of any dispute under this Article shall not be resolved by the grievance-arbitration process, unless mutually agreed to by both parties. Instead, enforcement shall be through SERB and/or any court having jurisdiction over the parties.

## **9.00 DUES DEDUCTION**

**Section 9.01:** The Employer agrees to deduct association membership dues, fees, and assessments for all eligible employees of the bargaining unit.

**Section 9.02:** The Employer agrees to deduct, once each pay period, dues from the pay of those bargaining unit employees who individually request, in writing on a mutually approved form, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association.

**Section 9.03:** The Association and employees shall hold harmless the Employer against any claims, actions or suits arising from the above dues deduction arrangements.

**Section 9.04:** It is also agreed that neither any employee nor the Association shall have any claim against the Employer for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Employer. If it is found that the Employer did make an error in the deductions, the appropriate adjustment will be made in the affected employee's next occurring dues deduction period.

**Section 9.05:** The Association shall not be assessed any fees for the processing of payroll deduction of association dues.

**Section 9.06 Fair Share:** The Auglaize CBDD agrees to automatic payroll deductions, as a condition of employment of an amount equal to the dues of the United Education Profession (hereinafter "UEP") from the pay of all bargaining unit members who elect not to become members of the UEP or who elect not to remain members. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction. The Association will not authorize fair share fee deductions prior to January 15. Dues rates and fair share fees shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom any such deductions were made, the period covered, and the amounts deducted for each. Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law. Nevertheless, the amounts to be deducted from the pay of all non-Association members shall be the full dues of the UEP, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted. The Association agrees to indemnify the Auglaize CBDD for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- 9.06.1 The Board shall give a ten (10) day written notice for any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
- 9.06.2 The Association shall reserve the right to designate counsel to represent and defend the employer. The Board may designate its own counsel at its own expense to assist in the defense. The Board may at any time elect to waive the right of indemnification and provide its own defense.
- 9.06.3 The Board agrees to:
  - a. give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings,
  - b. permit the Association or its affiliates to intervene as a part if it so desires, and/or
  - c. to not appease the Association or its affiliates' application to file briefs amicus curiae in the action.
- 9.06.4 The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- 9.06.5 The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

## **10.00 LABOR/MANAGEMENT MEETINGS**

**Section 10.01:** Labor Management may be held upon mutual agreement of parties within the normal work day to discuss matters of mutual concern.

**Section 10.02:** An agenda will be furnished by the Association at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those Association representatives who will be attending. The purpose of such meetings shall be to

- 10.02.1** notify the Association of changes made by the Employer which affect bargaining unit employees;
- 10.02.2** disseminate general information of interest to the parties;
- 10.02.3** discuss ways to increase productivity and improve efficiency; and
- 10.02.4** consider and discuss health and safety matters relating to employees.

**Section 10.03:** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**Section 10.04:** Minutes of each Labor Management meeting will be recorded and will be posted on the Association bulletin boards within ten (10) days of the meeting.

## **11.00 PROBATION PERIODS/CONTRACT**

**Section 11.01:** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the employer and shall continue for a period of one hundred and twenty (120) work days. A newly hired probationary period employee may be terminated any time during his/her probationary period and shall have no appeal over such removal.

**Section 11.02:** A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred (100) work days. A newly promoted employee may return to his/her old position within the first thirty (30) days provided the old position is still vacant.

**Section 11.03:** Once past the probation period, employees may only be terminated for "just cause."

**Section 11.04:** Ratification of this collective bargaining agreement nullifies and makes void, all other individual contracts held by members of the bargaining agreement.

## **12.00 PERSONNEL FILES**

**Section 12.01:** The Superintendent shall maintain personnel files in accordance with law and shall notify employees of all the types of personnel information being kept on file and where it is kept.

**Section 12.02:** Upon request each employee may inspect his/her personnel file maintained by the Employer at any reasonable time during regular business hours. Upon request the employee shall receive a copy of any document contained therein. Any subsequent copy of the same document shall be provided at a charge customarily charged by the Board. An employee shall be entitled to have a representative of his choice accompany him during any such review. A log will be kept of inspections and copies, by whom, the date, and applicable signatures.

**Section 12.03:** An employee who disputes the accuracy, relevance, timeliness, or completeness of personal information in his/her personnel file shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's personnel file.

**Section 12.04:** Records of oral warning(s), written warning(s), or unfavorable statement(s) or notation(s) of a nondisciplinary nature two (2) years from the date of issuance shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline has occurred. Any record of discipline of any kind two (2) years from date of issuance shall, upon request of employee, be removed from the personnel

file provided no intervening discipline has occurred. All warnings, notations, or unfavorable statement both disciplinary and non-disciplinary that are removed from an individual's personnel file shall be maintained by the Employer in a separate file for a period of seven (7) years to be used if an employee is involved in litigation or other judicial proceedings.

**Section 12.05:** Except as required by law or with the written permission of the employee, personnel files will not be open for public inspection and access to these files will be limited to personnel office staff designated by the Superintendent, the employee's supervisor, and the employee's divisional director.

**Section 12.06:** All employees will be asked to initial information placed in their personnel file.

**Section 12.07:** Any complaint made against an employee that has not been properly investigated and substantiated shall not be used for discipline or evaluations or placed in the employee's personnel file.

### **13.00 WORK DAY/WORK YEAR**

**Section 13.01:** The normal work year for SSAs and SSA assistants shall be two hundred forty five (245) work days including ten (10) holidays, and two (2) days which may be used as in-service days.

**Section 13.02:** The normal work day for SSA's shall be seven and one-half (7.5) hours scheduled within the hours of 8:00 a.m. to 6:00 p.m. The normal work day for SSA assistants shall be seven and one-half (7.5) hours from 8:00 a.m. to 4:00 p.m. The normal work day for SSA assistants shall be seven and one-half (7.5) hours scheduled within the hours of 8:00 a.m. to 6:00 p.m.

**Section 13.03:** Flex time is defined as an employee's regular hours and may be adjusted to keep an employee within the weekly hours required by the Board and this agreement. Flex time must be used within three (3) pay periods. In an emergency, the time limit may be extended by the employee's supervisor with the approval by the Superintendent. The employee shall document the need for flex time on a spread sheet and may be used for any type of leave. The employee will earn at least one (1) hour for each emergency call outside of core hours.

**Section 13.04:** Cell Phones: The Auglaize County Board of and Developmental Disabilities agrees to reimburse SSAs and SSA Assistants forty two dollars (\$42.00) per month for his/her payment of business related costs incurred through the use of a cellular phone. SSAs and SSA Assistants must ensure they have and will maintain a cell phone during the term of this contract.

**Section 13.05:** All full time employees shall be provided with a thirty (30) minute unpaid duty-free lunch period.

**Section 13.06:** Existing lounges at all facilities shall be made available during all work times for Auglaize County Board of DD employees, ancillary staff and preschool staff. This area is not to be used as an area to work with clients or students. This lounge is not to be used with clients, guardians, or others not affiliated with the Board of DD.

**Section 13.07:** Case Note Documentation: Each September, Service Support Administrative personnel shall receive an annual detailed review and training on case note documentation, which will ensure their awareness of the case note documentation process. The following standards for case note documentation shall apply:

**13.07.01** Productivity reports shall be reviewed on a two month cycle. The two month cycle will be a review of the previous months submission of case notes that are due for processing and forwarding by the fifteenth of each month for the previous months case notes. As an example: Case Notes for January are due for processing for billing by February 15. The case notes are forwarded to the billing entity for processing. The productivity report will be provided on or about April 1, for review. This is to ensure that the billing system has available the completed case notes necessary for the percentage scoring. The percentage standard shall be set at sixty (60%) per cent. The Association shall appoint two (2)

representatives to work with the Board Administrators to understand the software and calculations used to calculate this percentage.

13.07.02 SSAs and SSA Assistants shall be held harmless for technology mistakes and inequalities in billable hours due to the number of Medicaid versus non-Medicaid recipients on each caseload.

## 14.00 VACATION LEAVE

**Section 14.01:** Each employee working a year-round schedule is entitled (after one year of service) during each year thereafter, to full paid vacation leave (excluding legal holidays) based on the schedule below. Vacation time for new hires shall be prorated after probationary period.

|                  |         |            |
|------------------|---------|------------|
| 1-8 years        | 2 weeks | .0388/hour |
| 9-15 years       | 3 weeks | .0575/hour |
| 16-24 years      | 4 weeks | .0775/hour |
| 25 years or more | 5 weeks | .0963/hour |

**Section 14.02:** Employees will be granted vacation requests throughout the contract year, upon approval of their immediate supervisor and the superintendent for vacation not to exceed the amount accrued but unused. All requests shall be made in writing at least one (1) week prior to the requested vacation week(s) except for emergencies granted by the superintendent.

**Section 14.03:** The most senior employee will have first preference when two staff members with similar position responsibilities apply for vacation leave during the same week.

**Section 14.04:** Vacation leave shall be taken in the year in which it is earned. However, an employee may carry over earned vacation up to a maximum for which s/he is entitled. No additional vacation time may be accumulated. Employees who have time in excess of this time as of the execution of this agreement shall be permitted to carry such time but shall not be permitted to accumulate any additional time. Management shall notify the employee(s) three months prior to the expiration date of vacation time of any potential loss.

**Section 14.05:** Request for vacation leave shall be submitted on the proper form established in the policy and procedure manual. Vacation time can be taken in hourly increments.

**Section 14.06:** Management reserves the right to deny request for vacation leave when such approval results in an insufficient number of qualified personnel available to operate program pursuant to statute and regulations.

**Section 14.07:** Holidays occurring during an employee's vacation leave shall not be counted as part of the leave.

## 15.00 CASELOAD

**Section 15.01:** The workload will be evenly distributed among employees by the SSA team.

**Section 15.02:** Service Support Administrator Assistant caseload shall be assigned separately as deemed necessary by Administration.

## 16.00 WAIVER IN CASE OF EMERGENCY

**Section 16.01:** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Superintendent, the Auglaize County Sheriff, or the Federal or State Legislature, such acts

of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

**16.01.1** time limits for the processing of grievances; and

**16.01.2** selected work rules and/or agreements and practices relating to the assignment of employees.

**Section 16.02:** Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievance(s), had properly progressed, prior to the emergency.

## **17.00 WORK CONDITIONS**

**Section 17.01:** In no event shall any member of the bargaining unit be required to work in any situation that violates applicable federal, state and local health and safety laws.

**Section 17.02:** The Employer shall attempt to make available one road-worthy vehicle at both the administration office and Auglaize Industries. If an employee chooses to use his/her personal vehicle when a County vehicle is available, the employee will not be reimbursed for mileage.

**Section 17.03:** Job descriptions shall be updated and maintained by Human Resources. Current job descriptions shall be updated in consultation with the Association. The Association shall also receive copies of all job descriptions. Any modifications to job descriptions shall be reviewed by the Association

**Section 17.04:** The Superintendent, directors and supervisors will follow a system of progressive discipline as set forth in the Board policy when addressing unacceptable employee performance or conduct.

**Section 17.05:** All employees will be evaluated with reference to job performance at least once annually. Employee may add comments to the form.

**Section 17.06:** The Employer shall maintain adequate liability insurance coverage for staff to cover them while operating a County vehicle in the scope of their employment.

**Section 17.07:** The total amount of the statutorily required employee contribution to the Public Employees Retirement System of Ohio (PERS) shall be withheld from the gross pay of each bargaining unit employee and shall be paid by the County to PERS.

## **18.00 SICK LEAVE**

**Section 18.01:** Each employee shall earn a factor of .0575 hours of sick for each hour paid per contract (i.e. excluding non duty days).

**Section 18.02:** Employees may use sick leave, upon approval of the Superintendent, for absence due to personal illness, pregnancy, pregnancy-related medical conditions, injury, exposure to contagious disease that could be communicated to other employees and to illness, injury, or death in the employee's immediate family. Sick leave is available for the serious medical condition of the employee, spouse, child, or parent of employees eligible for FMLA leave.

**Section 18.03:** Upon approval of the Superintendent, sick leave or regular hourly pay shall not be deducted when an employee is absent in order to be tested or examined for communicable diseases, such as CMV, AIDS, or Hepatitis B, to which the employee has been exposed during assigned work duties and for which the employee has filed an exposure incident report through health services.

**Section 18.04:** Unused sick leave shall be cumulative without limit.

**Section 18.05:** When sick leave is used, it shall be deducted from the employee's credit on the basis of one-half ( $\frac{1}{2}$ ) hour for every one-half ( $\frac{1}{2}$ ) hour of absence from previously scheduled work.

**Section 18.06:** The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten years of the date on which the employee was last terminated from public service.

**Section 18.07:** The Superintendent shall require an employee to complete the Request for Leave form for the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either the form or a physician's certificate shall be grounds for disciplinary action including dismissal.

**Section 18.08:** The Superintendent may require a physician's certificate in the event the employee is to be absent for more than five days.

**Section 18.09:** The Superintendent may require an employee to take an examination, conducted by a physician selected by the Superintendent to verify physical or mental capability or inability to perform the duties of the position provided the Superintendent has reason to believe the employee is incapable of performing his duties or is abusing sick leave privileges.

**Section 18.10:** An employee who requests sick leave shall notify the immediate supervisor or designee as soon as possible to allow for scheduling a substitute.

**Section 18.11** During a calendar year (beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>) any time an employee completes three (3) consecutive months without use of sick leave, the employee shall receive \$125 bonus pay. Bonuses will be paid in increments of \$125. For example: 6 months = \$250, 9 months = \$375 and 12 months = \$500. The bonus, if any, will be paid by February 15<sup>th</sup>. Sick leave bonuses will not exceed \$500 in a calendar year.

**Section 18.12 Sick Leave Buyout:** Employees will be offered the opportunity to convert to cash part of their sick leave accrued in the year ending December 31<sup>st</sup> and be paid in the second pay in January of each year. Employees shall maintain a base of 48 hours of sick leave for part-time employees and full-time employees shall maintain a base of 70 hours of sick leave. Any hours over the base may be converted to cash up to a maximum of 80 hours. The cash conversion of the sick leave accrued and not used for each of the usage periods shall be at the following rates:

80 hours = 75%  
72-79.9 hours = 70%  
64-71.9 hours = 65%  
56-63.9 hours = 60%  
48-55.9 hours = 55%  
47.9 hours and less = 50%

**18.12.1** Employees must identify no later than the last Friday in September to the Business Manager the cash conversion amount to be converted or not. The Business Manager will supply the form. Any employee not exercising a choice will automatically have the hours carried forward.

**18.12.2** An employee who is eligible to retire and receive their PERS retirement shall convert to cash any sick leave accrued at the employee's regular pay earned at the time of retirement at the rate of fifty percent (50%). If an employee dies while employed by

the ACBDD, the leave accrued shall be credited to his/her estate at the rate of fifty percent (50%). Effective January 1, 2015, the aggregate value of accrued but unused sick leave credit that is paid shall not exceed, for all payments, the value of seventy (70) days of accrued but unused sick leave.

- 18.12.3** The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

**Section 18.13. Severance Pay:** Full time employees with 28, 29, or 30 years of total service or those age 62 or older who notify the Board by September 30, 2013 that they intend to begin their service retirement no later than May 31, 2014 shall be eligible to receive an additional 15 days of severance pay. Full time employees with 28, 29, or 30 years of total service or those age 62 or older who notify the Board by September 1, 2014 that they intend to begin their service retirement no later than May 31, 2015 shall be eligible to receive an additional 15 days of severance pay. This payment shall supplement any other severance pay to which the employee would be entitled and shall be paid to the employee with his/her regular severance pay. This supplemental service payment for full time employees shall be prorated for part time employees in proportion to their percentage of a full time contract. This section (18.14) shall sunset on May 31, 2015.

- 18.13.1** Payment for severance pay shall be made to the employee within 30 days of the employee's retirement.

## **19.00 EMERGENCY LEAVE**

**Section 19.01:** Unless the Sheriff, his designee, or other lawful authority officially declares a "Weather or Civil Emergency" whereby transportation within Auglaize County is restricted, the Adult Services program shall be open during normal work hours on inclement days. If a bus delay or cancellation is necessary ACBDD employees will report according to the one or two hour delay without loss of compensation. If an employee does not attend work on inclement days, the only types of leave that may be used are vacation, personal, and compensatory time off, if available. Sick leave may only be used if previously approved. When a "Weather or Civil Emergency" is declared, employee compensation will not be reduced for the period in which the emergency occurs, nor will it be increased within the period in which a makeup is rescheduled. If the Superintendent closes program, staff does not report for work.

## **20.00 FUNERAL LEAVE**

**Section 20.01:** In case of death in the immediate family, the employee may use sick leave limited to a reasonably necessary time not to exceed five (5) days, one day for the death of an aunt or uncle unless otherwise approved by the Superintendent. If the employee has no sick leave, personal days shall be used, and if no personal days, unpaid leave may be granted.

## **21.00 LAYOFF AND RECALL**

**Section 21.01:** The procedures set forth in this Article supersede those procedures in the Ohio Revised Code Sections 124.321, et seq. and any other statutory provisions concerning layoff and recall, including but not limited to enforcement and remedies. Layoffs and recall shall be conducted solely in accordance with this Article. While the Employer acknowledges the desire to avoid or postpone layoffs by natural attrition, when layoffs do occur, the following procedures will be used.

### **Section 21.02 Definitions:**

- 21.02.1** "Layoff" is a decision to reduce the present number of employees in their existing job classifications. Layoffs are not a form of discipline. Job reassignments and other temporary actions by the Employer are not layoffs. Failure to fill a position, whether that position is vacant because of resignation, retirement, leave, termination, or some other lawful reason, shall not constitute a layoff or job abolishment. A layoff becomes effective at the end of the working day named in the written layoff notice. An employee's seniority becomes frozen at the time the layoff becomes effective.
- 21.02.2** A "lack of funds" means the Employer has a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and operations in the bargaining unit. No transfer of moneys between funds shall be required in order to offset a deficiency or projected deficiency of federal funding for a program.
- 21.02.3** A "lack of work" means the Employer has a current or projected temporary decrease in the workload in the bargaining unit, expected to last less than one (1) year, which requires a reduction of current or projected staffing levels.
- 21.02.4** "Job abolishment" means the permanent deletion of a position or positions from the organization or structure of the Employer due to lack of continued need for the position. The Employer retains the right to abolish positions for reasons of economy, lack of continuing need for the position, lack of work expected to last for one (1) year or more, or reorganization for the efficient operation of the Employer.
- 21.02.5** "Seniority" means continuous length of service with the Employer. "Continuous length of service" shall be measured by the employee's date of hire as a full time employee, less any unpaid leave taken after the effective date of this agreement, other than family and medical leave. Previous service with another Ohio public employer that may have been considered under the Revised Code is expressly waived. Seniority lists shall be kept up-to-date throughout the term of this Agreement and shall be provided to the Union on an annual basis no later than September 1<sup>st</sup>.
- 21.02.6** No employee shall accumulate seniority during any period of leave without pay, except qualifying FMLA time off. Full time employees shall be listed on a full time list; part time employees shall be listed on a part time list. Any employee on the full time list shall have seniority over any other employee on the part time list regardless of hiring date. Employees moving from part time to full time transfer their seniority to the full time list. Likewise, employees moving from full time to part time shall transfer their seniority to the part time list.

**Section 21.03:** The Employer shall determine whether a layoff or a job abolishment shall occur, the timing of layoffs or job abolishment, the number of employees to be laid off or whose jobs are to be abolished, and in which classifications, locations, and departments layoffs or job abolishment will occur.

- 21.03.1** The Employer retains the sole discretion to determine whether and/or when a position is to be filled. Employees may be laid off within the meaning of this Article because of lack of funds, reorganization and/or lack of work, and job abolishment, as set forth in section 2 of this Article.

**Section 21.04 Notice to the Union:** When the Employer determines that a layoff or job abolishment shall occur, the Employer will notify the Union no less than thirty (30) working days in advance of the effective date of the layoff or job abolishment. For informational purposes and as a courtesy to the Union, the notification shall include the reason(s) for the lay off, the position(s) from which employee(s) will be laid off, the names of the employee(s) to be laid off, and the date the layoff will occur. The most recent quarterly seniority list prior to notice of layoff to the Union shall be used.

- 21.04.1** Upon request from the Association, the Employer agrees to meet and discuss with representatives of the Union the impact of the layoff or job abolishment on bargaining unit employees.

- 21.04.2** Should the Employer decide to fill any vacant position outside the bargaining unit, any bargaining unit employee who is qualified for the position and who would be subject to layoff shall be considered for the position if no other employees of the Employer have filled the position and before applicants not in the Employer's employ shall be considered.

**Section 21.05 Notice to Affected Employees:**

- 21.05.1** Within each classification the bargaining unit, any employee affected by a layoff or job abolishment, will be chosen for layoff by seniority. Should the employees have the same seniority date, the tie shall be broken by lottery, with the most senior being designated as the employee whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated association representative and a designated Employer representative. Employee's notification of layoff will be made at least ten (10) working days prior to the effective date.
- 21.05.2** The employee classifications are as follows: ("certificated" means certificated in accordance with the appropriate Ohio Revised Code Section.)
- A. Service and Support Administrators
  - B. Service and Support Administrator Assistants

**Section 21.06 Order of Layoff:** Within the bargaining unit in which a layoff or job abolishment is to occur, before regular full time employees are laid off or their jobs abolished, the following employees shall first be laid off in the following order:

- A. Temporary;
- B. Intermittent;
- C. Employees serving part time in an initial probationary period;
- D. Employees serving part time;
- E. Employees serving full time in an initial probationary period; and
- F. Employees serving full time.

**Section 21.07 Recall:** The Employer shall determine when and what positions shall be filled during a recall and in which classifications employees shall be recalled. While any employee remains on the recall list in a classification in which the Employer determines to fill a vacancy, the Employer shall first use the recall list before seeking applicants. Recall shall be in the reverse order of layoff to the position previously held.

**Section 21.08:** Employees shall be removed from the recall list under the following circumstances:

- A. if at the time of recall the employee is no longer qualified for the position, including any required certifications or registrations;
- B. if the employee has applied for and been offered a position outside the bargaining unit, regardless of whether the offer is accepted;
- C. if the employee has applied for and been offered a similar position inside the bargaining unit, regardless of whether the offer is accepted;
- D. failure to timely accept an offer of recall as set forth in Section 8 of this Article;
- E. if none of the circumstances in 1 through 4 above has occurred, the expiration of twelve (12) months from the date the employee was laid off, except that employees shall have an additional month for each year of service with the employer in excess of twelve years up to a maximum of twenty-four (24) months, but in no event shall any employee remain on the recall list for more than twenty-four (24) months.

**Section 21.08 Notices Relating to Recall:** The Employer shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Employer's records or by hand delivery. Each employee is responsible for providing the Superintendent with his/her current address by certified mail, registered mail, or hand delivery. If the Employer has not received the employee's written acceptance of the offer of recall within ten (10) days of the postmark on the offer of recall or within ten (10) days after hand

delivery of the offer of recall, the offer shall lapse and the employee shall be removed from the appropriate recall list. An employee's written acceptance shall be sent by certified mail, registered mail or hand delivery.

## **22.00 PERSONAL LEAVE**

**Section 22.01:** Each employee is granted four and one-half (4.5) working days per calendar year (January 1 – December 31) with pay for personal leave. This leave is to be non-accumulative and may not be approved for less than a half day time period. Written requests for personal leave shall be submitted to the immediate supervisor at least one (1) week in advance. In the event of an emergency, the employee may take personal leave after verbally notifying his/her immediate supervisor. Personal leave may be used before or after a holiday or vacation only upon approval of the Superintendent. There is a five (5) day notice for use of personal leave.

## **23.00 PROFESSIONAL LEAVE**

**Section 23.01:** The Superintendent may grant professional leave with pay to employees for the following purposes:

- 23.01.1** Observation of a program in effect whose format or concept is being considered for establishment in the program.
- 23.01.2** Professional enhancement of the staff member's skills, knowledge, or techniques.

**Section 23.02:** A written request for professional leave shall be made two weeks in advance to the immediate supervisor. The request shall include the date, purpose and estimated expenses.

**Section 23.03:** If the professional leave request is approved by the Superintendent, the costs and expenses to be paid by the Employer shall be specified.

## **24.00 CIVIC LEAVE**

**Section 24.01:** Each employee who is a member of the Ohio national guard, the Ohio defense corps, the Ohio naval militia, or members of other reserve components of armed forces of the United States shall be 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 duty for a period not to exceed thirty-one days in any one calendar year.

**Section 24.02:** An appointing authority shall grant court leave with full pay to any employee who:

- 24.02.1** is summoned for jury duty by a court of competent jurisdiction, or
- 24.02.2** is subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action.

**Section 24.03:** Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, shall be remitted to the Superintendent for transmittal to the Treasurer of the County.

**Section 24.04:** An employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceeding, custody, or appearing as directed as parent or guardian of juveniles.

## **25.00 LEAVE OF ABSENCE**

**Section 25.01:** A leave of absence without pay may be granted at the discretion of the Superintendent with the approval of the Board for a maximum of one (1) year. Leave of absence without pay is available for the purposes set forth in the FMLA policy to employees eligible for FMLA leave.

**Section 25.02:** The employee requesting the leave shall cite their reasons for leave and the Superintendent and the Board may grant the leave if they feel it is in the best interests of the Board and employee.

**Section 25.03:** The employee granted the leave shall not receive fringe benefits provided by this contract during the duration of the leave. However, an employee on approved leave may continue insurance coverage at the Board's rate at the employee's expense by remitting proper amounts to the Superintendent.

**Section 25.04:** Upon returning from approved leave, the employee shall be entitled to reinstatement at the same position held prior to the leave or, if the position is no longer in existence, to a substantially equivalent position for which the employee is qualified.

## **26.00 ASSOCIATION LEAVE**

**Section 26.01:** The local Association President or his/her designee is allowed two (2) paid days of Association Leave per year. A twenty-four (24) hour notice must be given to the Superintendent prior to the leave except during an emergency.

## **27.00 ASSAULT LEAVE**

**Section 27.01:** Any bargaining unit member who sustains injuries as a result of an unprovoked and unjustified physical assault by any parent, client, or other person while in the course of Board employment (and while performing assigned duties at official functions of the program) shall be given a special leave of absence to recuperate from the injuries sustained in the assault, not to exceed three weeks. This paid leave shall not be charged against sick leave or personal leave.

**Section 27.02:** Assault leave will be granted if the following provisions are fulfilled within five (5) working days of return from leave.

- 27.02.1** The staff member must make a written request for assault leave;
- 27.02.2** The staff member must provide a written physician's statement recommending the leave and the approximate duration of the disability; and
- 27.02.3** The staff member shall apply for Workers' Compensation. If Workers' Compensation benefits are paid, the Board shall pay to such employee the difference between the benefits received and the employee's regular salary.

**Section 27.03:** For the duration of the leave, the Board shall continue to pay all fringe benefits and salary as per this negotiated agreement.

## **28.00 USE OF LEAVE WITH PAY**

**Section 28.01:** Use of leave by professional employees shall be in increments of not less than one-seventh (1/7) of the usual work day of a full time employee within the same classification. Leave so requested and approved shall be deducted from the accumulated leave in increments of whole days. The payroll officer shall

hold increments of less than a whole day until further leave is requested, approved, and used. A fractional increment remaining at the end of a program year shall be deducted from the employee's leave balance.

**Section 28.02:** Use of leave by employees, whose wages are paid on an hourly basis, shall be requested in increments of one hour or more and upon approval will be deducted from accumulated leave by the payroll officer as used.

**Section 28.03:** Leave to be so reported includes sick, assault, and vacation leave. (Compensatory time off for professional employees may be taken in any unit equal to or greater than one-quarter hour.)

**Section 28.04:** When deducting leave from an employee, sick leave will be deducted from sick leave accumulation, personal leave will be deducted from personal leave accumulation, and compensatory time will be deducted from compensatory time accumulation. The exception would be if an employee has depleted all of his/her sick leave and chooses to use personal leave or compensatory time in its place. The employee must make the request in writing to the Business Manager for use of personal leave or compensatory time in place of sick leave.

## **29.00 FAMILY AND MEDICAL LEAVE**

**Section 29.01 Purpose:** In accordance with federal law, the Family and Medical Leave Act of 1993 and any regulations issued thereunder, including the provisions of this section that are based upon that law shall be observed commencing February 5, 1994. Definitions of terms, resolution of issues related to the interpretation of these provisions or issues that are not addressed by these provisions shall be determined by referring to the law itself including applicable regulations.

## **30.00 TRANSFERS AND VACANCIES**

**Section 30.01 Definition of Vacancy:** An opening created by a retirement, termination, death, resignation, transfer, demotion, or the creation of a new position.

**Section 30.02 Factors for Selection:** When a vacancy occurs and management determines to fill the vacancy, the following factors will be taken into consideration in the following order: (1) seniority and qualifications, (2) past performance, and (3) attendance.

**Section 30.03 Posting of Vacancies:** When a vacancy exists in a position, the open position will be posted on all employee bulletin boards in each of the Board's facilities a minimum of ten (10) working days as determined by the work calendar. The posting shall include a brief job description and expectations, the qualifications (such as, certification, registration, or license) necessary for the position, salary/wage, number of working days, and expected time to begin the position. An explanation of where and how to apply shall be included.

**Section 30.04 Selection Process:** After the posting period the employer shall determine who is the most qualified person from those applying. The employer then shall notify and offer the selected individual the position, the selected individual shall have twenty-four (24) hours to accept or reject the offer. In the event that the selected individual decides to not accept the position, then the next more qualified individual from those who applied shall be offered the position. When no current employee applies for the position or is qualified for the position, or is selected for the position based upon inadequate past performance or attendance, then management may hire from outside the bargaining unit.

## **31.00 REIMBURSEMENT**

**Section 31.01 Reimbursement for Loss of Personal Property:** When an employee supplies evidence that damage has been sustained to personal items including but not limited to torn clothing, broken glasses,

hearing aids, or jewelry caused either intentionally or accidentally by students/clients, while performing assigned work duties, the Board shall reimburse the employee for the cost of necessary repairs or replacement with a One Hundred Dollar (\$100) limit on jewelry except wedding rings.

**Section 31.02 Expense Reimbursement:** The Board shall reimburse the actual and necessary expenses incurred by employees with prior authorization for authorized agency business as follows:

- 31.02.1 Mileage will be reimbursed at the current IRS rate as of July 1<sup>st</sup> of each year; and
- 31.02.2 Meals will be reimbursed at \$25 per diem, or \$6 for breakfast, \$7 for lunch, and \$12 for dinner for out-of-county travel or if a field trip is in implementation of an IP or IFSP goal.
- 31.02.3 No reimbursement for less than ten dollars (\$10.00) will be processed. Employees must accumulate expenses up to three months to meet ten dollar (\$10.00) minimum before submitting for reimbursement.

**Section 31.03:** Prior approval, reporting, and documentation procedures as established in Board Policy and Procedures shall be followed for the purpose of expense reimbursement.

- 31.03.1 December reimbursement must be filed by the date established by Administration. Directions will be distributed in December.

## **32.00 HOLIDAY PAY**

**Section 32.01:** The Community Services department will be closed on the following holidays and each employee is entitled to one (1) day of holiday pay for the following holidays:

- New Year's Day, January 1
- Martin Luther King Day, 3<sup>rd</sup> Monday in January
- Washington/Lincoln Day, 3<sup>rd</sup> Monday in February
- Memorial Day, as established by the Ohio Legislature
- Independence Day, July 4
- Labor Day, 1<sup>st</sup> Monday in September
- Columbus Day, 2<sup>nd</sup> Monday in October
- Veterans' Day, November 11
- Thanksgiving Day, 4<sup>th</sup> Thursday in November
- Christmas Day, December 25

**Section 32.02:** In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

## **33.00 PAY FOR REQUIRED EXTENDED TIME**

**Section 33.01:** Bargaining unit members are exempt from overtime and shall not be entitled to compensatory time off when actually working in excess of 40 hours in a work week. Bargaining unit members may, with the approval of their supervisor, flex their time.

## **34.00 COMPENSATION**

**Section 34.01:** All bargaining unit employees employed by the Board shall receive a two percent (2%) increase to their 2013 pay effective January 1, 2014, a two percent (2%) increase to their 2014 pay effective January 1, 2015 and a two percent (2%) increase to their 2015 pay effective January 1, 2016.

**Section 34.02:** The salary amounts stated in this Agreement include all holidays, vacations, paid leaves and any other days for which employees are compensated pursuant to this Agreement.

**Section 34.03:** Employees working full time and/or receiving full benefits as of June 30, 1994 and who may be subsequently reduced to part time shall have fringe benefits (including vacation, personal, and sick leave) and salary/wage prorated from this contract for the percentage of a full time job they hold. These employees shall have the option of receiving health, dental, and other insurance, with the Board paying for the insurance prorated to the percentage of the full time job they hold, and the part time employee paying for the remainder of the premium.

**Section 34.04:** All pay compensation shall be by direct deposit except for expense reimbursement.

**Section 34.05** New hires must be employed before June 1<sup>st</sup> to be eligible for a salary/wage adjustment at the start of the following calendar year.

## **35.00 HEALTH and DENTAL INSURANCE**

**Section 35.01:** The Board shall continue to provide medical, dental and prescription insurance for full-time employees during the term of the contract upon the same terms and conditions as non-bargaining unit employees of the Board. If the Board plan is a High Deductible Health Plan under federal law, the Board shall contribute to an HSA, HRA or similar vehicle at least seventy-five percent (75%) of the applicable deductible

**Section 35.02:** The premiums for dental and health insurance for full time employees will be shared as follows:

- A. Employees receiving insurance coverage for dental and medical shall pay twelve percent (12%) of monthly medical insurance premium for the remainder of calendar year 2013 and for calendar year 2014. Employees receiving insurance coverage for dental and medical shall pay no more than fifteen percent (15%) of the monthly medical insurance premium for calendar year 2015 and no more than twenty percent (20%) of the medical insurance premium for calendar year 2016.
- B. Prescription insurance coverage will have a co-pay of \$12/\$24/\$40 for this calendar year (2013).

**Section 35.03 Insurance Opt. Out:** Employees opting out must provide documentation that they have medical insurance through their spouse or other source. Employees must notify in writing the business manager by October 15 of each year their intent to exercise option, which will take effect January 1 of the following year. If the employee or Board terminates employment after accepting the opt out payment, the employee shall have to repay the pro-rata portion of the opt out payment based on the number of weeks actually worked. Opt out payments will be made quarterly.

**35.03.1** If one (1) or more employees qualifying for health, vision, and dental insurance benefits decline to participate in these programs or qualify for family coverage but take single coverage the following amounts will be paid to each employee each year benefits are declined or reduced:

No coverage- \$5,000

Qualify for family but take single coverage - \$3,000

**35.03.2** Opt out will be open until November 15<sup>th</sup>

## **36.00 BOARD PICKUP OF PERS**

**Section 36.01:** The total amount of statutory required employee contribution to the Public Employees Retirement System (PERS) shall be withheld from the gross pay of each bargaining unit employee and shall be assumed and paid by the County. This payment is paid in lieu of contributions to PERS by each person within

the bargaining unit. No person subject to this contribution shall have the option of choosing to receive the statutorily required contribution to PERS directly instead of having contributions "picked-up" by Auglaize County or being excluded from "pick-up."

**Section 36.02:** The Auditor of Auglaize County will implement all procedures necessary in the administration of the pay of all persons in the bargaining unit to effectuate the pick-up of the statutorily required contributions to PERS so as to enable them to obtain the resulting federal and state tax deferments.

### **37.00 LIFE INSURANCE**

**Section 37.01:** The Board of DD agrees to provide a life insurance policy to bargaining unit members in the face amount of Fifty thousand Dollars (\$50,000) subject to the terms of the policy. The life insurance policy is to be provided at no cost to the employee.

### **38.00 VISION INSURANCE**

**Section 38.01:** The Board shall provide vision insurance. The Employer shall provide for single or family plan coverage, as authorized by the employee, at no cost to the employee.

### **39.00 RECORD-KEEPING FORMS**

**Section 39.01:** The Superintendent shall have the right to establish forms for various bookkeeping procedures. All forms including, but not limited to, Request for Leave, Reimbursement Request Certification, Request for Travel Authorization, Monthly Mileage Report, and Monthly Miscellaneous Expense Report, will be made available to all employees. All forms shall not be in conflict with the collective bargaining agreement.

### **40.00 POSITION SHARING**

**Section 40.01:** If two employees and the Superintendent agree by July 1st, the two employees may share the normally assigned schedule for a single employee. The Superintendent's decision to grant or deny a request to position share is final and may not be grieved. Each employee shall be paid their salary according to their placement on the salary/wage schedule, prorated to the percentage of the full time job they work.

**Section 40.02:** Benefits, including vacation, sick leave, and personal days, shall also be prorated. These employees shall have the option of the Board paying their insurance premium, prorated to the percentage of the full time job they work. If they choose to use insurance through Auglaize County Board of MR/DD, the employee would pay the remainder of the premium at the Board's rate.

**Section 40.03:** If one of the employees on a position sharing assignment was a full time employee in that position prior to the assignment, that employee may request, on or before April 1st of any program year, to be reassigned to that position on a full time basis and shall be granted such assignment at the beginning of the new program year. If both employees were full time employees prior to the position sharing assignment, the one with the most seniority shall have the right to reinstate to full time in the position at their request if said request is made on or before April 1st. If the position is reduced to half time, the employee with the most seniority shall have the first opportunity to fill the position.

**Section 40.04:** Either employee may request to be transferred to any full time opening for which the employee is certified and said employee's application shall be considered prior to hiring an employee from outside the system.

**Section 40.05:** A waiver agreement stating the above stipulations shall be signed by both employees sharing a position before the start of the program year.

**Section 40.06:** Understanding that position sharing is a new concept, problems that may arise will be negotiated between the Association and the Superintendent.

## **41.00 NO STRIKE/NO LOCKOUT**

**Section 41.01:** The parties to this Agreement agree to abide by the rights and penalties of the provisions of Chapter 4117 of the Ohio Revised Code that deal with strikes and lockouts.

**Section 41.02:** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Association recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Auglaize County. The Association agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer during the term of this Agreement, whether or not such strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (1) involves a matter subject to resolution by the grievance and arbitration provisions of this Agreement; or (2) involves ACSSA & ACBMRDD in a matter specifically referred to or covered in this Agreement; or (3) involves a matter which has been discussed between the Employer and the Association; or (4) involves a matter which was within the knowledge or the contemplation of the Employer and the Association at the time this Agreement was negotiated or executed. Any employee who participates or promotes such strike activities as previously outlined, may be disciplined and/or discharged and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

**Section 41.03:** The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 41.01 above.

**Section 41.04:** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

## **42.00 WAIVER OF NEGOTIATIONS**

**Section 42.01:** Both parties acknowledge that during the negotiations leading to the execution of this Agreement, they had a full opportunity to submit all items appropriate to collective bargaining and that this Agreement contains their complete resolution of all such items.

**42.01.1** Both parties agree to comply with all the terms of this Agreement for its duration unless both parties through its bargaining representatives agree in writing to change, amend or modify a term(s) of this Agreement.

**Section 42.02:** The provisions of the Agreement constitute the entire agreement between the Employer and the Association and all prior agreements, practices and policies, either oral or written are hereby canceled.

**Section 42.03:** Where no agreement exists or where an agreement makes no specification about a matter, the public employer and public employees are subject to all applicable Federal, State and Local Laws or Ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees.

## **43.00 SEVERABILITY**

**Section 43.01:** This Agreement supersedes and replaces all pertinent statutes, resolutions, rules and regulations over which it has authority to supersede and replace. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, or federal, state or constitutional provision, such

provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 43.02:** The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss necessary changes in contract language of those subject matters. The impasse procedures in Article 8.4 will apply to any interim bargaining.

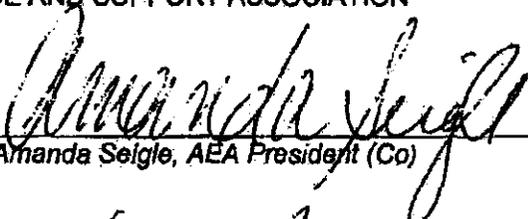
#### 44.00 DURATION

**Section 44.01:** This Agreement shall be in full force and effect from August 13, 2013 through August 12, 2016 unless otherwise terminated or modified as provided herein.

#### SIGNATURES

We, the undersigned representatives of the Board and Association, hereby execute this Agreement on the 19<sup>th</sup> day of October, 2013 at New Bremen, Auglaize County, Ohio.

FOR THE AUGLAIZE COUNTY SERVICE AND SUPPORT ASSOCIATION

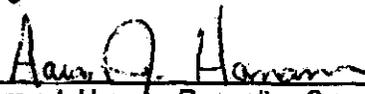
  
Amanda Seigle, AEA President (Co)

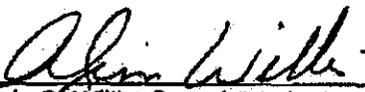
  
Cheryl Brown, AEA President (Co)

  
Negotiations Member

FOR THE AUGLAIZE COUNTY BOARD OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES:

  
James G. Becher, Board President

  
Aaron J. Horn, Recording Secretary

  
Alvin C. Willis, Superintendent

**APPENDIX A**  
**Compensation Schedule**  
**for Employees as of 1/1/14**

| <b><u>EMPLOYEE</u></b> | <b><u>2013</u></b> | <b><u>2014</u></b> | <b><u>2015</u></b> | <b><u>2016</u></b> |
|------------------------|--------------------|--------------------|--------------------|--------------------|
| Ahlers                 | 25,500.00          | 26,010.00          | 26,530.20          | 27,060.80          |
| Barhorst               | 50,700.00          | 51,714.00          | 52,748.28          | 53,803.25          |
| Byron                  | 32,079.00          | 32,720.58          | 33,374.99          | 34,042.49          |
| Cox                    | 28,812.00          | 29,388.24          | 29,976.00          | 30,575.52          |
| Gray                   | 72,763.18          | 74,218.44          | 75,702.81          | 77,216.87          |
| Seigle                 | 41,500.00          | 42,330.00          | 43,176.60          | 44,040.13          |
| Warnock                | 37,060.00          | 37,791.00          | 38,546.82          | 39,317.76          |

**Scheduled Work**

**Days:**

235 days + 10 Holidays

**APPENDIX B  
HIRING SALARY RANGE**

**SSA CERTIFIED POSITIONS**

|                   | 0      | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     |
|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Bachelor's Degree | 25,135 | 26,392 | 27,711 | 29,097 | 30,552 | 32,079 | 33,683 | 35,367 | 37,136 | 38,993 | 40,942 |
| Master's Degree   | 28,942 | 30,389 | 31,909 | 33,504 | 35,179 | 36,938 | 38,785 | 40,724 | 42,761 | 44,899 | 47,143 |

**ASSISTANT SSA  
CERTIFIED POSITIONS**

|                  | 0     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    |
|------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Associate Degree | 11.70 | 12.29 | 12.90 | 13.54 | 14.22 | 14.93 | 15.68 | 16.46 | 17.29 | 18.15 | 19.06 |

NOTE: Placement in salary range based on MR/DD years experience and Superintendent discretion.