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STATE EMPLOYMENT
RELATIONS BOARD

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MASTER AGREEMENT

between

COSHOCTON COUNTY BOARD OF DD

and

HOPEWELL EDUCATION ASSOCIATION

July 1, 2013 – June 30, 2016

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ARTICLE I
COLLECTIVE BARGAINING

A. RECOGNITION AND NEGOTIATION PROCEDURES

1. Recognition of Association

- a. The Coshocton County Board of Developmental Disabilities recognizes the Hopewell Education Association, affiliated with the Ohio Education Association and the National Education Association, OEA/NEA, as the exclusive and sole negotiations representative of all full time and regularly scheduled part-time employees not excluded below, including but not limited to the following positions: Bus Assistant, Bus Driver, Custodian, Early Intervention Specialist, Food Service Coordinator, Instructor, Instructor Assistant, Job Developer, Language Development Specialist, Physical Development Specialist, Physical Therapy Assistant, Occupational Therapy Assistant, Program Nurse and Employment Specialist. Excluded are the Superintendent, Administrators, Business Manager, Service and Support Administrators, Administrative Assistant, one-on-one aides hired by school districts, substitutes and all others specifically excluded under ORC 4117.01
- b. The Board recognizes Association representation of any newly-created position that has a community of interest with the bargaining unit, but not if such position is excluded pursuant to ORC Section 4117.01.

2. Membership in Professional Organizations

Both parties recognize that unit members have the right freely to organize, to join, and support any organization for their professional and/or economic improvement. Such organization may set criteria for membership, but may not exclude as members on the basis of religion, sex, age, handicap, marital status, race, color, creed, or place of national origin.

3. Negotiating Procedures

a. Directing Requests

Requests in writing for negotiations over a successor Agreement will be made directly to the Superintendent and the DD Board.

b. Negotiation Meetings

An agreement will be reached between the Board and the Association within five (5) days of the request, which shall be no later than sixty (60) days prior to the expiration of this contract, as to the time and place of the meeting which shall be held within twenty (20) days after the request has been submitted unless both parties agree to an extension of time. Further

meetings shall be held at the request of either party involved, and negotiations shall be completed in accordance with this procedure. The parties shall mutually exchange initial proposals or issues at the first meeting. Topics not addressed in the initial proposal shall not be raised during bargaining unless by mutual agreement.

Bargaining sessions shall be scheduled with the least interruption of work schedules; however, if necessary, Association members of the team may be released from work duties without loss of pay to attend meetings. Negotiation meetings shall be in private unless mutually agreed to by both parties.

c. Representation

The Board shall meet with the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each. Only two (2) Association representatives shall be on released time. Neither party in any negotiations shall have any control over the selection of the other team's bargaining representatives. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

d. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Up to three (3) consultants may be used by each of the parties in any negotiations meetings.

e. Study Committee

The parties may appoint joint ad hoc study committees to research, study and develop projects, reports and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties.

f. News Release

While discussions are in process, any release prepared for news media shall be provided to the other party no later than the time of the release. No news releases shall be made prior to the declaration of impasse by either party.

g. Information

The Board agrees to furnish the Association's negotiation committee, upon request and within ten (10) working days, both prior to and during negotiations, all routinely and regularly prepared information, which will assist the Association in developing intelligent, accurate and constructive programs on behalf of the unit members, the enrollees, and the educational program.

4. Agreement

a. Responsibilities

The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

b. Agreements

After both negotiation teams have reached tentative agreement on all items, the Association shall then have ten (10) days to ratify the agreement. The DD Board, after receiving written evidence of the Association's ratification, shall vote upon the agreement as soon as possible, and not later than the next regular meeting of the DD Board.

c. Disagreement

Either party shall have the right to declare impasse and request the assistance of FMCS. In the event that agreement is not reached by the expiration date of this agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(C) of the Ohio Revised Code.

5. Rights Of Individuals

Nothing in this document shall prohibit any unit member from presenting views to the Superintendent or to the DD Board in accordance with established procedures.

B. ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Association shall be provided bulletin board space in the school/industry lounges for the posting of notices and other materials relating to Association activities. It may occasionally post notices of meetings in other areas of the school/industry. The bulletin board space shall be identified with the name of the Association. The Association has the right to place Association communications in unit member mailboxes. It may use the public address system at the beginning and end of the day after official program announcements have been made.

2. The Association may conduct meetings on school/industry property at no cost immediately following the dismissal of enrollees, and with prior notice of the Superintendent or designee.
3. The Association may make announcements upon the conclusion of work and staff meetings.
4. The Association may use office equipment and necessary supplies, copy machine, and others at no cost other than the paper used. The Association may also use any audio-visual equipment when such equipment is not in use. The Board will provide a special code to the Association for making copies of documents and the Association treasurer will reimburse the Board by June 1 of each year for such expenses.
5. The Association officers and representative shall be permitted to transact Association business on school/industry property at reasonable times, outside of working hours, e.g., lunch and break time.
6. Upon request, the Superintendent and/or Board shall supply the Association with the names and addresses of all new unit members, except for administrative employees and employees excluded from the bargaining unit, within one (1) week after official Board action approving the hiring of such unit members.
7. The Board shall give the designated Association representative one (1) copy of the Board Agenda and all other materials which are a matter of public record, including but not limited to financial reports, expenditures and payroll as sent to Board members. These shall be given to the Association at the same time as to the Board members, if at all possible. The Board shall make available and furnish copies of other public information as requested by the Association at no cost. The Board shall also give the Association a copy of Board minutes after each meeting at no cost. When the Board computerizes Board agendas, Board minutes, and any other materials which are a matter of public record, then the Association may access these documents on line.
8. In the event that an emergency occurs and a Board meeting must be canceled, the Superintendent or a designee will contact the President of the Association at the same time that the Board's members are being contacted. If the Superintendent or the designee is unable to contact the President of the Association, he/she may contact another available Association member.
9. The Association shall be recognized to address the Board at any or all Board meetings. The Association will request recognition on those agenda items of specific concern at the first hearing of visitors.
10. The Association shall be provided with one (1) copy of all Board policies, at no cost until the Board is able to make such policies available on line by computer.

11. The Board shall provide each bargaining unit member via e-mail with a free copy of the negotiated agreement within thirty (30) days after ratification by both sides.
12. When money or title grants for additional professional positions or special services becomes available to the Board, the unit members of the program shall be given the opportunity to discuss with the Superintendent and provide input concerning types of services, professional staff or programs needed.
13. Right to Fair Share Fee

- a. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Hopewell Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- b. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall be no greater than 100% of the unified dues of the Association, shall be transmitted by the Association to the Auditor's office on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

- c. Schedule of Fair Share Fee Deductions

- (1) All Fair Share Fee Payors

Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.

- (2) Upon Termination of Membership During the Membership Year

The Auditor shall, upon notification from the Association that a member has terminated membership, commence the deduction 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 fair share fee less the amount previously paid through payroll deduction.

d. Transmittal of Deductions

The Board further agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

e. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws, court and SERB decisions and the Constitution of the United States and the State of Ohio.

f. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

g. Indemnification of Employer

(1) The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- (a) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- (b) The Association shall reserve the right to designate competent counsel to represent and defend the employer;
- (c) The Board agrees to (1) cooperate and assist the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
- (d) The Board acted in good faith compliance with the fair share fee provisions of this Agreement; however, there shall be no indemnification of the Board if the Board

intentionally or willfully fails to apply (except due to court order) such fair share fee provisions herein.

C. BOARD/ADMINISTRATION RIGHTS

1. Board Rights

The Hopewell Education Association agrees that the functions, rights, powers, responsibilities and authority of the Board and administration of the Coshocton County Board of Developmental Disabilities in regard to management of the work force and in the operation of the program not specifically limited or modified by an expressed provision or term of this Agreement shall remain exclusively those of the Board. The Board has no duty to bargain over its decisions or the execution of its management rights.

2. Assignment Of Work

The Superintendent reserves the right to assign bargaining unit work to supervisors, temporary, casual, intermittent and/or seasonal employees or to others outside the bargaining unit to deal with emergency situations.

D. INDIVIDUAL RIGHTS

1. The Board agrees that all unit members are entitled to full rights of citizenship as provided for under state and federal laws.
2. The Board further agrees that all unit members have the right to participate in professional and civic organizations for their personal benefit and interest.
3. The Board further agrees that all unit members have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form so long as it does not conflict with Chapter 124.57 of the Ohio Revised Code.
4. The Board further agrees that the private and personal life of any unit member is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment as long as it does not interfere with his/her duties.
5. The Board further agrees that all unit members may wear insignias, pins, or other identification of membership in the Association or other organizations, civic or professional, on Board property or place insignias on individuals' mailboxes in the buildings.
6. The Association agrees that all unit members shall abide by the negotiated Agreement and Board policies in effect during the time of their employment, and as provided in individual unit members' contracts, to the extent that his/her personal safety and well-being are not affected.

7. The Board further provides the rights of due process to all unit members before suspension or termination.
8. Unit members shall be guaranteed academic freedom. Such freedom shall be exercised within the bounds of general standards of professional responsibility, and shall not prohibit consultation and direction by Board representatives.

E. RULES AND REGULATIONS

1. Copies of the following most current rules and regulations shall be available and easily accessible to the staff for reference in the administrator's office:
 - a. Department of Developmental Disabilities Rules, Regulations and Standards for the Establishment and Operation of Programs for Training and the Developmentally Disabled.
 - b. Department of Developmental Disabilities Rules, Regulations and Standards for Licensure of Residential Care Facilities for the Developmentally Disabled.
 - c. DD Board Policies
 - d. Minimum standards set down by the Department of Education.
 - e. Ohio Revised Code - Appropriate Chapter(s).
 - f. Copy of the Sunshine Law.
 - g. Open Session Board Minutes.
 - h. Copy of Department of Education program evaluation reports.

F. MAINTENANCE OF STANDARDS

1. During the duration of this contract, the Board shall maintain all terms and conditions of employment at not less than the level in effect as of the effective date of this contract.
2. For purposes of this section, terms and conditions of employment means procedures and policies relating to the job responsibilities of individual unit members, that are currently in effect and are not explicitly referred to in this Agreement.

G. TOTAL AGREEMENT

This Agreement supersedes and prevails over all statutes and specifications of the State of Ohio (except as specifically set forth in Section 4117.10(A), Revised

Code), all Civil Service Rules and Regulations and Specifications, Administrative Rules of the Director of State Personnel, and all policies, rules, and regulations of the Employer. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the contract shall remain in full force and effect.

2. The parties shall meet within ten (10) days after the final determination to attempt to renegotiate the article in a proper legal context. If the parties fail to reach agreement over the affected provision, they shall submit the disputed issue to an arbitrator for a final and binding resolution under the auspices of the American Arbitration Association.

ARTICLE II **DEFINITIONS**

A. The following definitions apply throughout this Agreement, unless expressly provided otherwise:

1. Abuse. "Abuse" means any of the following:
 - a. Physical abuse. "Physical abuse" means the use of physical force that can reasonably be expected to result in physical harm or serious physical harm as those terms are defined in Section 2901.01 of the Revised Code. Such force may include, but is not limited to, hitting, slapping, pushing, or throwing objects at an individual.
 - b. Sexual abuse. "Sexual abuse" means unlawful sexual conduct or sexual contact as those terms are defined in Section 2907.01 of the Revised Code. and the commission of any act prohibited by Chapter 2907 of the Revised code.
 - c. Verbal abuse. "Verbal abuse" means the use of words, gestures or other communicative means to purposefully threaten, coerce, intimidate, harass, or humiliate an individual. For purposes of this rule, "verbal abuse" also means using gestures to threaten, coerce, intimidate, harass or humiliate an individual.
2. Agreement refers to this Negotiated Agreement between the parties.
3. Association collectively refers to the Hopewell Education Association and its authorized representatives.
4. Board collectively refers to the Coshocton County Board of Developmental Disabilities, its Superintendent, and others authorized to act on its behalf.

5. Day means a calendar day, unless otherwise indicated.
6. Enrollee means a person receiving services from the Board.
7. Full-time means working an average of thirty (30) or more hours a week in a nine-month or twelve-month position respectively.
8. DD Board refers only to the Coshocton County Board of Developmental Disabilities acting as a corporate entity.
9. Part-time means working an average of less than thirty (30) hours in a nine-month or twelve-month position respectively.
10. Program means the services provided by the Coshocton County DD Board.
11. Seniority means the length of continuous employment in a bargaining unit position. Seniority begins on the first day worked in a bargaining unit position. Seniority shall accrue for all time an employee is on active pay status or is receiving Workers' Compensation benefits. Twelve-month unit members accrue one (1) year of seniority for each year they work at least one hundred sixty (160) days. Nine-month unit members accrue one (1) year of seniority for each year they work at least one hundred twenty (120) days. Regularly scheduled part-time unit members accrue seniority on an hour-for-hour basis which shall be converted into work days (eight (8) hours) if they are hired into a full-time bargaining unit position. No unit member shall accrue more than one (1) year of seniority in any work year.
12. Superintendent means either the Superintendent or a person designated to act on behalf of the Superintendent in a particular situation.
13. Unit member or member refers to employees in the bargaining unit, as referenced in the Recognition section of this Agreement.
14. Working days means Monday through Friday, except for days the administrative offices are closed.
15. Misappropriation. "Misappropriation" means depriving, defrauding, or otherwise obtaining the real or personal property of an individual by any means prohibited by the Revised Code, including Chapters 2911 and 2913 of the Revised Code.
16. Neglect. "Neglect" means, when there is a duty to do so, failing to provide an individual with any treatment, care, goods, supervision, or services necessary to maintain the health and welfare of the individual.
17. A "communicable disease" is an illness that can be spread from one person to another. Some are spread based on an individual's behavior and some based more on the type of illness and its mode of transmission. For the purpose of this Contract, those may include: Hepatitis, HIV/AIDS, MRSA, Tuberculosis, etc.

18. "Harassment" includes unwelcome verbal or physical advances, request of favors and all other verbal or physical conduct with overtones where any of the following are present or implied.
 - a. Submission by an individual is required, either explicitly or implicitly as a condition of employment.
 - b. Submission or rejection by an individual is the basis for an employment related decision.
 - c. The conduct interferes with an individual's work performance or the program's purpose.
 - d. The conduct creates an intimidating, hostile, or offensive work environment.

19. The following are definitions of immediate family: grandparents, brother, sister, stepchild, stepbrother, half-brother, stepsister, half-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other persons who stand in place of a parent -- loco parentis.

ARTICLE III HIRING

A. HIRING

1. Notice of Employment

When the Board hires a bargaining unit member, the Superintendent shall confirm the unit member's hiring in a letter and a copy of the letter shall be sent to the Hopewell Education Association President.

2. Probationary Period

Upon initial hire, all non-certified nine (9) month and twelve (12) month unit members shall serve a six (6) month probationary period and all certified nine (9) month and twelve (12) month members shall serve a 12-month probationary period. During this probationary period, unit members shall serve at the pleasure of the Superintendent and his/her decision to discipline or discharge said unit members is not subject to challenge. The Superintendent must notify the unit member whether he/she will be assigned as a regular employee on or before the last day of this probationary period.

3. Credit for Outside Work Experience
 - a. All new unit members shall be given credit for up to ten (10) years of prior experience in any county DD program, any county DD industries program, or any other experience related to the job description of the position for which the unit member is hired.
 - b. Nine (9) month unit members shall be given one year of experience credit for 120 or more days worked in a school year (10 years maximum).
 - c. Twelve (12) month unit members shall be given one year of experience credit for 160 or more days worked in a work year (10 years maximum).
 - d. After substituting (working) sixty (60) consecutive days in the same position during one school year, said teacher or teacher assistant will be placed on the regular salary schedule for the position in which he/she is substituting.

ARTICLE IV
PERSONNEL

A. EMPLOYEE LICENSING, CERTIFICATION & REGISTRATION

1. It is the responsibility of each unit member to acquire, maintain, update and/or renew any license, certificate and/or registration as required for his/her position with the Board and to transmit immediately proof of such acquisition, maintenance, updating and/or renewal to the Superintendent. It is also the responsibility of each unit member to pay the fees required for certification, license and/or registration applications. Any bargaining unit member who has been notified in writing of the expiration of his/her certification by the Superintendent, or his designee, at least six (6) months prior to its expiration, is subject to termination at its expiration unless the unit member can demonstrate, or show proof, that within thirty (30) days of receiving such written notice he/she is working towards updating their certification.
2. Time spent by a unit member relating to licensing, certification and/or registration is not hours worked to be counted in computing overtime.
3. The administration will promptly notify unit members of any changes or additions to requirements that become necessary for certification, licensing, and/or registration.

The Board will reimburse unit members for 50% of the license/certification fees required for the employee's position with the Board.

B. JOB/POSITION DESCRIPTION

1. Copies of the following shall be made available and easily accessible:
 - a. Job/Position descriptions pertaining to all existing positions in the Program.
 - (1) Minimum qualifications for all positions will be included in Job Positions Descriptions.
 - b. Salary Schedules pertaining to all existing positions in the Program.
 - c. Job/Position Descriptions and Salary Schedules pertaining to all new positions shall be posted on the unit members' bulletin boards in the offices and employee lounges for five (5) days.
 - d. Job Descriptions shall be mutually developed by the Board/Administration and the Association /Unit Member. If the parties cannot agree on a final job description, they shall submit final descriptions to an FMCS mediator selected by the parties who shall submit an advisory recommendation that the Board may consider.
 - e. In the case of new positions, the Board/Administration may unilaterally develop the first job description, including its wages and benefits.

C. PERSONNEL FILES

1. The Board agrees to notify all unit members of any official records being kept on said unit member. An official record is a document or other information kept in a unit member's personnel file for purposes related to the unit member or his employment. This notification will cover all official personnel files, those kept by immediate supervisor, Superintendent or Board. Any information being added to said unit member's personnel file will require the notification of said unit member and shall require the initialing of said item by unit member prior to filing. No anonymous material shall be placed in a unit member's personnel file. When the Board computerizes employee personnel files, they shall be accessible to bargaining unit members online.
2. If the unit member disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained in said file, he/she may request within ten (10) days that the Board investigate the current status of the information within ten (10) days of receiving the request. The Board must make a reasonable investigation to determine if the disputed information complies with the provision of law. Said unit member shall have the right to add rebuttal or request a hearing with the Board on any material in his/her file that he/she deems incorrect or incomplete.

3. The Board further agrees that any unit member will have full and complete access to any file being maintained on said unit member. Said access shall include a right to review the above files at the administrative offices. A unit member who for legitimate reasons cannot view his file at the administrative office shall make alternate arrangements with the Superintendent to review the document. The documents shall, upon the unit member's request, be available in two (2) working days. One copy of documents in the unit member's file shall be provided to the unit member at no cost.
4. A unit member shall be notified immediately of any request(s) to view the contents of the unit member's personnel file. The unit member shall be given the name of any individual requesting access to the unit member's file. An individual requesting to see a unit member's file shall not be granted access to the file for a period of at least three (3) work days, which shall be construed as reasonable, from the time the request is made. During this period of time, the unit member may review his/her file. This paragraph does not apply to the Board or the administration, nor to state or federal audits.

After three (3) years, and upon request by a bargaining unit member, any warnings, reprimands, suspensions, or parental complaints shall be removed from the unit member's personnel file.

D. PUBLIC COMPLAINT PROCEDURE AGAINST UNIT MEMBERS

1. The Board may commence an investigation as to the authenticity of any information related to a written complaint. No complaint will be investigated unless in writing and signed by the complainant. No written complaint will be placed in any personnel file of a unit member unless:
 - a. A conference was held including the complainant, the unit member, and the principal or immediate supervisor of the unit member.
 - b. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the immediate supervisor and initialed by the unit member. Such initialing shall not be construed as agreeing with the document, but only that the unit member received a copy of the document. Refusal to initial findings and resolution will be noted and the materials filed per Section c.
 - c. In the event a record of the conference held between the complainant, unit member and immediate supervisor is filed in the unit member's personnel file, the unit member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within ten (10) working days from the date notice is given to the unit member.

2. Complaints will be advanced through the administration with attempts of resolution at the lowest possible level. No complaint regarding a unit member will be considered by the DD Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires DD Board consideration of the complaint, then the following procedure shall be implemented:
 - a. Complainant shall notify the Superintendent in writing of his/her request for DD Board consideration of the complaint at the next regular Board meeting.
 - b. Notice of DD Board consideration of the complaint will be given directly by hand to the unit member involved at least five (5) working days prior to the Board meeting. The unit member will then sign a written receipt that the notice was delivered, and a copy of the receipt shall be given to said member.
 - c. The complaint shall be heard by the DD Board in executive session. The unit member and his/her representative will be allowed to address complainant in executive session.
 - d. Resolution by Board action will become a part of the unit member's file, and the unit member shall receive a copy of the action. The unit member may attach an opinion or statement to the filed complaint within ten (10) working days of the unit member's receipt of the Board action.
 - e. In steps (a) and (b) above, a unit member may request and be accompanied by counsel and/or a representative of his/her choosing. Conferences regarding such complaints shall be private.

E. GRIEVANCE PROCEDURE

1. The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby the unit members can be assured of a prompt, impartial, fair and confidential hearing on their grievances. Such procedure shall be available to all unit members and no reprisals of any kind shall be taken against any member who initiated or participated in the grievance procedure.

- a. Purpose and Objectives

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

b. Definitions

- (1) A grievance is an alleged violation, misinterpretation, or misapplication of a specific provision(s) of the Agreement.
- (2) A grievant is the individual or entity bringing the grievance.
- (3) For the purposes of submitting grievances, the Immediate Supervisor is the administrator of the building or buildings in which the incident occurs, or the administrator responsible for the action from which a grievance arises.

c. General Provisions

- (1) An individual grievance shall be initiated by the grievant with assistance from the Association, or by the Association itself. The Association may file for a member if so requested. A member shall notify the Association of a pending grievance and the actual grievance shall be filed by the Association, unless a member declines Association assistance. In any case, the Association shall be permitted to be present at any level at which the grievance could be resolved.
- (2) A group grievance shall be initiated by the Association on an alleged violation that affects two (2) or more members in a like manner.
- (3) A grievance shall be reduced to writing on the form contained in Appendix B.
- (4) The Association shall be available to assist any member in preparing the proper and complete information necessary to expedite the procedure.
- (5) Counsel of choice may be used by all or any party involved in the grievance procedure at all levels. This counsel shall be representatives or consultants of the Association.
- (6) Time limits given shall be considered as maximum unless otherwise extended by mutual written agreement by the parties involved.
- (7) Failure of the grievant to proceed within the specific time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.

- (8) Failure of the administration to respond in the time limits stated shall mean the grievance shall be automatically advanced to the next step.
- (9) Nothing contained in this procedure shall be construed as limiting the individual rights of a member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- (10) Nothing contained in this procedure shall be construed as limiting the rights of a member from filing an unfair labor practice or discrimination charge.
- (11) Absolutely no reprisal shall be made against any party involved in the use of this grievance procedure.
- (12) A grievance may be withdrawn at any level without prejudice or record.
- (13) No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein.
- (14) No grievance may be submitted to arbitration without the consent of the Association.

d. Procedure

(1) Level I -- Informal

- (a) A grievance shall be discussed with the appropriate administrator within twenty (20) working days of when the grievant should have been aware of the alleged violation and prior to the initiation of Level II of the Grievance Procedure. A third party may be present if requested by the grievant and/or the supervisor.

(2) Level II -- Formal

- (a) A copy of the written grievance shall be submitted to the grievant's immediate supervisor within ten (10) working days of the informal discussion in Level I.
- (b) A written response from the immediate supervisor shall be given to the grievant within ten (10) working days of the supervisor's receipt of the written grievance.

(3) Level III -- Superintendent

- (a) If the grievant is not satisfied with the disposition at Level II, the grievant may appeal to the Superintendent by providing the signed grievance form to the Superintendent within ten (10) working days of receipt of the Level II response.
- (b) A meeting between the Superintendent and the grievant shall be held on a mutually agreeable date and time within ten (10) working days of the filing of the grievance with the Superintendent. The Superintendent shall provide the grievant with a written response within ten (10) working days of the meeting.

(4) Level IV -- Mediation

- (a) If the grievant and the Association are not satisfied with the disposition at Level III, the Association may, within ten (10) working days of receipt of the Level III response, appeal in writing to the Board requesting FMCS mediation. If either party rejects mediation, it must communicate such rejection to the other party in writing within ten (10) working days of the Level III response, or the appeal to mediation, whichever is applicable. The rejecting party must provide a reason for the rejection, which will be accepted. If mediation is rejected, the Board step (below) will be held.
- (b) The parties will mutually agree to a mediator. If unable to do so, the Association shall ask FMCS to appoint a mediator. The mediation will be conducted pursuant to the FMCS rules. A Board member will participate in the mediation, if possible.

(5) Level IV -- Board (Only used if the Mediation step is rejected)

- (a) If the grievant is not satisfied with the suggestion for resolution received in Level III, he/she may within ten (10) working days of receipt of such written response, appeal in writing to the DD Board.
- (b) A meeting shall be held between the grievant and the Board at the next regularly scheduled Board meeting as long as the request for a hearing was made prior to the agenda for that meeting being sent to the Board. Either the grievant or

the Board may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought. The meeting shall be in executive session.

- (c) Within ten (10) working days of the meeting, the Board shall provide the grievant with a written response stating its position.

(6) Level V -- Arbitration

- (a) If the grievant and the Association are not satisfied with the results of Level IV, the Association may within ten (10) working days of receipt of such written response make appeal for arbitration. Arbitration shall be initiated through the American Arbitration Association, according to its voluntary rules and regulations. Both parties can reject one list and request another. The arbitrator shall hold a hearing to make a fair and impartial ruling on the grievance as stated. The arbitrator shall send the ruling in writing to the grievant, Superintendent, President of the Association, and the Board. The ruling, within the arbitrator's jurisdiction, shall be final and binding to both parties. Cost of the arbitrator shall be divided equally between the Association and the Board.
- (b) This grievance and binding arbitration procedure is the sole and exclusive remedy for an alleged violation of any provision of this Agreement.

F. DISCIPLINE OF UNIT MEMBERS

1. General Guidelines

- a. Unit members shall only be disciplined for just cause and only in compliance with the discipline procedures contained herein.
- b. Discipline will normally be administered progressively, with due regard for the severity of the violation. Progressive discipline shall take into account the nature of the violation, as well as the unit member's record of discipline. Serious offenses may warrant suspension or termination without regard to previous disciplinary action.
- c. Forms of disciplinary action are:
 - (1) Verbal warning
 - (2) Written reprimand

- (3) Suspension; and
- (4) Termination

- d. Suspension without pay or termination will not be imposed prior to holding a pre-disciplinary conference, although a member can be suspended with pay pending the conference.
- e. Appeal of disciplinary action shall be made exclusively through the grievance procedure. Grievances of suspension or discharge shall be initiated at the Superintendent's step of the procedure.

2. Examples of Offenses Which Could Lead to Discipline

This is only a representative list of offenses which could lead to discipline. The Board reserves the right to discipline employees for any offense that is eligible for discipline under this Agreement. The unit member reserves the right to grieve the appropriateness of the discipline as it relates to the offenses below or any other offense that might warrant some form of discipline.

- a. Discourteous treatment of the public.
- b. Failure to "report off" work for any absence.
- c. Failure to commence duties at the beginning of the work period, or leaving work prior to the end of the work period.
- d. Leaving the job during the regular working hours without authorization, except in an emergency.
- e. Physical or mental abuse of enrollees.
- f. Unauthorized absence from work.
- g. Creating unsanitary or unsafe conditions.
- h. Malicious mischief, horseplay, wrestling, or other undesirable conduct, including use of profane or abusive language.
- i. Failure to cooperate with other employees as required by job duties.
- j. Failure to use reasonable care of County property or equipment.
- k. Neglect in observance of official safety rules, or disregard of common safety practices.
- l. Failure to observe Department of DD Rules.

- m. Obligating the Board for any expense, service or performance without authorization.
- n. Failure to report accidents, injury or equipment damage.
- o. Disregarding job duties by neglect of work.
- p. Sleeping during working hours.
- q. Reporting for work or working while unfit for duty.
- r. Being in possession of, or drinking alcoholic beverages on the job.
- s. Conduct violating morality or common decency, e.g., sexual harassment.
- t. Unauthorized use of Board property or equipment.
- u. Threatening, intimidating, coercing, or interfering with other employees.
- v. Willful failure to sign in or out when required.
- w. Willful failure to make required reports in accordance with job description.
- x. The making or publishing of false, vicious, or malicious statements concerning employees, supervisors, the agency or its operations.
- y. Refusing to provide testimony in court when subpoenaed, during an accident investigation, or any type of public hearing.
- z. Knowingly giving false testimony during a complaint or grievance investigation or hearing.
- aa. Willful disregard of Board rules.
- bb. Use of abusive, threatening, or obscene language toward supervisors, other employees or enrollees.
- cc. Unauthorized political activity.
- dd. Falsifying testimony when accidents are being investigated, falsifying or assisting in falsifying or destroying any Board records, including work performance reports; or giving false information or withholding pertinent information called for in making application for employment.
- ce. Making false claims or misrepresentation in an attempt to obtain any Board benefit.

- ff. Stealing or similar conduct, including destroying, damaging, or concealment of any property of the Board or of other employees.
- gg. The use of non-prescription narcotics or the sale of narcotics.
- hh. Willful or attempted assault of enrollees, other employees, supervisors, or other persons.
- ii. Carrying or possession of firearms on Board property at any time.
- jj. Disclosing confidential information concerning program participants, misuse or removal of Board records or information without prior authorization.
- kk. Insubordination by refusing to perform assigned work or to employ with written or verbal instruction of the supervisors in accordance with job descriptions.
- ll. Unsatisfactory work or failure to maintain required standards of performance as noted in the job description.
- mm. Harassment of children or co-workers.

3. Pre-Disciplinary Conference

- a. Whenever the Board determines that a unit member may be suspended or terminated pursuant to this Article, a pre-disciplinary conference will be scheduled to give the member an opportunity to explain the alleged conduct. Prior to the conference the unit member shall be presented with written notice of the charges. The written notification of charges shall contain notification to the member of his/her right to Association representation at the conference.
- b. The time and date of the conference shall be set by the hearing officer who can be any exempt employee of the Board other than the administrator who is responsible for the discipline, or who can be another hearing officer from another agency of the state of Ohio.
- c. The unit member and/or his/her representative shall have the right to present witnesses and rebut the charges at the conference, and shall have the right to know who the accusers are and be provided with any documents relating to the charge. Failure to present rebuttal testimony or other evidence at the hearing shall not be used against the member.
- d. Following the conference the Board shall determine what discipline, if any, is appropriate and shall issue written notice of such discipline to the unit member.

ARTICLE V
GENERAL EMPLOYMENT

A. CONTAGIOUS DISEASE POLICY

1. The Board will not discriminate against unit members who have a communicable disease. The Board will continue to employ such persons as long as they are qualified to perform their job in accordance with job descriptions. The Board will maintain the employment opportunities of unit members with communicable diseases to the extent that the safety of the unit members is not seriously threatened.
2. The Board will not require mandatory testing for the presence of the above under any circumstances. Each unit member or applicant who believes that he or she may have been exposed to the AIDS virus is encouraged to submit to voluntary testing to determine whether the virus is present. A unit member who receives positive test results is encouraged, but not required, to consult with the Superintendent regarding his or her condition. The Board will make reasonable efforts to accommodate the afflicted unit member in the performance of his or her duties. The Board will exercise its best efforts on behalf of such unit members to assist them in obtaining all benefits to which they may lawfully be entitled under any group health, disability or life insurance plan provided by the Board for the benefit of its unit members.
3. The Board will maintain the confidentiality of any information provided to it regarding a unit member or applicant who knows or believes he or she may have been exposed to the above. The information may be disclosed to only the Superintendent and the Board. In the event a unit member or applicant discloses that he or she has been exposed to the above to his or her immediate supervisor, such information shall be provided directly to the Superintendent. Any further disclosure of statements or documents by the supervisor or other party receiving such report shall be a violation of Board policy.
4. The Board shall pay for Hepatitis B vaccination for all unit members who request such vaccination series.

B. SMOKING POLICY

1. There shall be no smoking in any Program building or on Board-owned vehicles. Each Program building shall have a designated outside smoking area. Signs will be posted around the buildings and in all "common" areas to remind people of the "Smoking" policy.
2. Unit members must smoke in the designated areas on their own time, such as lunches and breaks. The Board expects that unit members will not abuse this policy by taking unscheduled breaks during work hours to smoke. Unit members who fail to adhere to this "Smoking" policy may be subject to disciplinary action.

In any case, the unit member's first violation of this policy shall be met with only a verbal warning.

C. DRUG AND ALCOHOL TESTING FOR EMPLOYEES REQUIRED TO OBTAIN A COMMERCIAL DRIVER'S LICENSE

Bus drivers, other employees, and applicants for employment who, as a condition of employment, are required to obtain a commercial driver's license (hereinafter referred to as "drivers") are subject to a drug and alcohol testing program that fulfills the requirements of the Omnibus Transportation Employee Testing Act of 1991 and its attendant regulations, effective January 1, 1996.

Required provisions of the Omnibus Transportation Employee Testing Act of 1991 and its attendant regulations (hereinafter collectively referred to as "the Testing Act"), as well as other required provisions of applicable federal and state law and regulations apply to the drug and alcohol testing of drivers regardless of whether such provisions are included in these Regulations.

References to tests in these regulations include both drug and alcohol tests unless the context specifies otherwise.

The terms drugs and controlled substances are interchangeable and have the same meaning. That is, "drugs" and "controlled substances" mean any drug subject to federal and/or state regulations as to manufacture, distribution, sale and use, including, but not limited to, marijuana, cocaine, opiates (including heroin), phencyclidine (PCP), and amphetamines.

The term "alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, and as is otherwise defined in 49 CFR 382.107. References to the use or possession of alcohol include use or possession of any beverage, mixture, or preparation, including medication or any over-the-counter substances containing alcohol.

The term "safety-sensitive function" is as defined in 49 CFR 382.107.

The term "substance abuse professional" is as defined in 49 CFR 382.107.

1. Prohibited Conduct

Drivers are prohibited from the manufacture, distribution, dispensation, possession, use, or being under the influence of drugs and/or alcohol during work hours on Board premises or at any activity or function sponsored by or related to employment with the Board. "Premises" include vehicles owned by, or being driven on behalf of, the Board, as well as parking lots and other property owned by the Board. Use includes having concentrations of a drug or drugs in the driver's system that results in a positive drug test regardless of the time the drug was introduced into the driver's body.

The possession or use of any controlled substance is prohibited unless such substance has been prescribed by a licensed physician and the controlled substance has been used according to the prescription. A driver who is required to perform safety-sensitive functions may not report for duty or remain on duty requiring the performance of a safety-sensitive function when the individual uses any controlled substance unless the use is pursuant to the prescription and instructions of a physician who has advised the driver that the substance will not adversely affect his/her ability to operate a commercial motor vehicle safely. Drivers must inform their Supervisor at any and all times when they are using a controlled substance that their physician has prescribed for therapeutic purposes.

Alcohol misuse that could affect the performance of drivers is prohibited including: (1) use of alcohol while on duty; (2) use during the four hours before driving a vehicle or performing a safety-sensitive function; (3) having prohibited concentrations of alcohol in the driver's system regardless of the time the alcohol was ingested; and (4) use of alcohol during the eight-hour period immediately following any accident involving employment. In addition, no driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having a breath alcohol concentration of 0.04 or greater.

A driver is prohibited from performing any safety-sensitive function after a drug test result indicates a violation of prohibited conduct pursuant to these Regulations.

A driver is prohibited from performing any safety-sensitive function after an alcohol test result indicating a violation of prohibited conduct pursuant to these Regulations including, but not limited to, a test result indicating a 0.04 or greater breath alcohol concentration (BAC); a driver with such a test result must meet all of the requirements specified herein to return to performing safety-sensitive functions, if the driver is returned at all to performing such functions. A driver who has an alcohol concentration of 0.02 to 0.039 when tested just before, during, or immediately after performing safety-sensitive functions must be removed from performing such duties for at least 24 hours from the time of the test.

No employee will be subject to any adverse employment action during the pendency of a testing procedure pursuant to this Article (unless a positive (.04 or greater) test result has been obtained), except temporary reassignment with full pay, or relief from duty with full pay.

Drivers are prohibited from refusing to take a required drug or alcohol test and such refusal will be treated as if the driver had failed the drug test or had a result in an alcohol test of 0.04 or greater breath alcohol concentration.

2. Testing for Drugs

Testing for drugs shall conform with the requirements of the Testing Act, including any requirements in addition to those stated herein. The testing for drugs is a two-stage process that involves analyzing a driver's urine specimen.

First, a screening test is performed. If it is positive for one or more of the drugs tested, then a confirmation test is performed for each identified drug using gas chromatography/mass spectrometry (GC/MS) analysis. All urine specimens shall be analyzed for marijuana, cocaine, opiates (including heroin), phencyclidine (PCP) and amphetamines (including methamphetamines) and/or as otherwise required by state and/or federal law.

Drivers who are to be tested must report to the designated collection site to provide a urine specimen. The collection site will send the specimen bottles to an authorized lab for analysis. The chain of custody and collection requirements of the Testing Act are to be followed by the collection site and lab personnel.

The urine sample provided by the driver is to be split into two specimen bottles. If the lab analysis of one specimen confirms the presence of controlled substances, the driver shall have 72 hours to request that the second specimen bottle be sent to another certified lab for analysis, providing a second analysis and opinion. The driver shall be fully responsible for all costs related to the second analysis and opinion.

If the first specimen reports a positive result, the driver is to be contacted by a Medical Review Officer involved in the lab analysis to determine if there is an alternative explanation for the positive result. If the Medical Review Officer determines that there is a legitimate medical use of the prohibited drug, the drug test result shall be reported as negative to the Board which is provided with the testing results. If the Medical Review Officer is unable to contact the driver directly, the Medical Review Officer will contact the driver's Supervisor or Superintendent's designee. The Supervisor or designee shall attempt to contact the driver to request that the driver contact the Medical Review Officer. The Supervisor or designee should attempt to contact the driver as soon as practicable but prior to dispatching the driver or within 24 hours from the time the Medical Review Officer contacted the Supervisor or designee, whichever is earlier.

A blood test may also be used under certain limited circumstances as permitted by the Testing Act.

3. Testing for Alcohol

Testing for alcohol shall conform with the requirements of the Testing Act, including any requirements in addition to those stated herein. Testing for alcohol is generally by use of an evidential breath testing device (EBTD) that meets the requirements of the Testing Act. A screening test shall be conducted first. Any result less than 0.02 alcohol concentration is considered a negative test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. In the event that the screening and confirmation test results are not identical, the confirmation test is deemed to be the final result upon which any action to comply with the Testing Act and these Regulations shall be based.

Alcohol testing shall be conducted by an employee or employees of the Board, as designated by the Superintendent, who have been trained in accordance with the requirements of the Testing Act, or by persons contracted with by the Board to perform such testing. A supervisor may not administer an alcohol breath test to any employee he/she directly supervises.

A blood alcohol test may also be used under certain limited circumstances as permitted by the Testing Act.

4. Pre-employment/pre-duty tests

Pre-employment drug testing shall be required of an applicant for a position requiring a commercial driver's license after the applicant has been offered the position but prior to employment. Employment with the Board is conditional upon the applicant's receiving a negative drug test result and otherwise meeting the requirements as specified herein and in the Testing Act. Pre-employment alcohol testing is not required.

Current employees of the Board who (1) apply for and are offered a position which, as a condition of employment, requires a commercial driver's license and (2) do not, at the time of the offer of the position, hold a position with the Board for which a commercial driver's license is required as a condition of employment shall be treated as applicants who must meet the pre-employment testing requirements of these regulations and the Testing Act to be employed in the position for which he/she applied.

5. Post-accident tests

As soon as practicable, and preferably within two (2) hours after the time of accident, the Board shall test the driver for alcohol. As soon as practicable, but within thirty-two (32) hours after the time of the accident, the driver shall be tested for drugs. Such tests shall be conducted on any driver after an accident that occurs during a driver's work hours and/or at any activity or function related to employment with the Board when the driver:

- a. Was performing safety-sensitive functions with respect to the Board-owned or leased vehicle and the accident involved loss of human life.
- b. Was performing safety-sensitive functions with respect to the Board-owned or leased vehicle and received a citation under state or local law for a moving traffic violation arising out of the accident.

No driver involved in such an accident may use alcohol for eight (8) hours after the accident or until after the driver undergoes a post-accident alcohol test, whichever occurs first.

If an alcohol test is not administered within two (2) hours or if a drug test is not administered within thirty-two (32) hours after the time of the accident, the Board shall, to the extent required by the Testing Act, prepare, maintain, and submit a report explaining why the test was not conducted within such time frame. No post-accident drug test shall be administered more than thirty-two (32) hours after the accident and no post-accident alcohol test shall be administered more than eight (8) hours after the accident.

The results of a breath or blood test for the use of alcohol or a urine or blood test for the use of drugs conducted by authorized federal, state or local officials will fulfill post-accident testing requirements if the results are obtained by the Board and the testing conforms with the applicable federal, state and local requirements.

Before any driver performs a safety-sensitive function, the Board shall provide him/her with post-accident procedures and instructions that will make it possible to comply with post-accident testing requirements. Any driver subject to post-accident testing who leaves the scene of an accident before a test is administered or fails to remain readily available for testing may be deemed by the Board to have refused to submit to the test.

6. Random tests

Tests shall be conducted on a random basis at unannounced times throughout the year. Random tests for alcohol and drugs shall be conducted just before, during or just after the performance of any safety-sensitive function. Once notified of selection for drug testing, a driver must proceed immediately to a collection site to provide a urine specimen. Once notified of selection for alcohol testing, a driver must proceed immediately to the testing site.

Drivers shall be selected by a scientifically valid random process in which each driver shall have an equal chance of being tested each time selections are made. The number of bus drivers selected for random testing shall be in accordance with the Testing Act.

7. Reasonable suspicion tests

Tests must be conducted when a supervisor or other administrator, who has been trained according the requirements of the Testing Act, has reasonable suspicion to believe that the driver has violated the Board's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulable observations including, but not limited to, the driver's appearance, behavior, speech or body odors. The observations may include indications of chronic drug or alcohol use and/or withdrawal effects of controlled substances. Documentation of the grounds for reasonable suspicion must be made and signed by the

supervisor/administrator and given to the driver within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.

If an alcohol test is not administered within two (2) hours or a drug test is not administered within thirty-two (32) hours of a determination of reasonable suspicion, the Board shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests will terminate after eight (8) hours of a determination of reasonable suspicion. Any driver who does not permit such drug and/or alcohol testing or make himself/herself reasonably available for such testing is considered to have refused to take such tests.

An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test.

If reasonable suspicion exists but a breath alcohol test or drug test cannot be administered, the driver shall be removed from performing safety-sensitive duties for at least twenty-four (24) hours.

8. Return-to-duty tests

A drug or alcohol test will be conducted before a driver who has violated the district's drug or alcohol prohibitions returns to performing safety-sensitive duties.

Employees whose conduct involved misuse of drugs may not return to duty in a safety-sensitive function until the return-to-duty test produces a verified negative result.

Employees whose conduct involved alcohol may not return to duty in a safety-sensitive function until the return-to-duty alcohol test produces a result of 0.02 breath alcohol concentration or less on an alcohol test.

9. Follow-up tests

A driver who violates the Board's drug or alcohol prohibitions and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem will be subject to unannounced follow-up testing, as directed by the substance abuse professional and as required by the Testing Act, over the first 12 months following the driver's return to safety-sensitive duties. Follow-up alcohol testing will be conducted just before, during or just after the time when the driver is performing safety-sensitive functions.

10. Records and Confidentiality

Employee drug and alcohol test results and records shall be considered part of the employee's medical record and shall be confidential except for information and

records relevant to discipline or discharge of an employee for violation of these Regulations and/or the Testing Act or as required by law to be released. A driver shall receive copies of any records pertaining to the driver's use of drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. Records shall be made available to a subsequent employer or other identified persons only as expressly requested in writing by the driver or as required by law.

11. Notifications

Each driver shall receive educational materials that explain the requirements of the Code of Federal Regulations, Title 49, Part 382, together with a copy of the Board's Policy and Regulations for meeting such requirements. Representatives of employee organizations shall be notified of the availability of this information. The information will identify:

- a. The person designated by the Superintendent to answer driver questions about the materials.
- b. Categories of drivers who are subject to the drug and alcohol testing requirements.
- c. Sufficient information about the safety-sensitive functions performed by drivers to make clear for what period of the work day driver compliance is required.
- d. Specific information concerning driver conduct that is prohibited.
- e. Circumstances under which a driver shall be tested for drugs and/or alcohol.
- f. Procedures that shall be used to test for the presence of drugs and alcohol, protect the driver and the integrity of the testing processes, safeguard the validity of test results, and ensure that test results are attributed to the correct driver.
- g. The requirement that a driver submit to drug and alcohol tests administered in accordance with federal regulations and these regulations.
- h. An explanation of what constitutes a refusal to submit to a drug or alcohol test and the attendant consequences.
- i. Consequences for drivers found to have violated the drug and alcohol prohibitions including the requirement that the driver be removed immediately from safety-sensitive functions and the procedures for referral, evaluation and treatment.
- j. Consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04.

- k. Information concerning the effects of drugs and alcohol on an individual's health, work, and personal life; external and internal signs and symptoms of a drug or alcohol problem; and available methods of intervening when a drug or alcohol problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to administrative officials.

Each driver must sign a statement certifying that she/he has received a copy of the above materials.

The Board shall inform drivers before drug and alcohol tests are performed that the test is required by the Testing Act.

The Board shall notify a driver of the results of a pre-employment drug testing if the driver requests such results within sixty (60) calendar days of being notified of the disposition of his/her employment application. The Board will notify a driver of the results of random, reasonable suspicion, post-accident, return-to-duty, and follow-up drug tests if the test results are verified positive or alcohol test if the test results are 0.02 or greater breath alcohol concentration. The Board also shall tell the driver which controlled substances were verified as positive.

12. Enforcement and Consequences for Violation

Any driver who refuses to submit to post-accident, random, reasonable suspicion, return-to-duty, or follow-up tests shall be immediately removed from or continue to be removed from safety-sensitive functions and shall be treated as if the driver had a verified positive drug test or had failed to pass an alcohol test at the level required in these Regulations and the Testing Act. Any applicant who refuses to submit to a pre-employment test shall not be employed by the Board.

If a driver tests positive for drugs or has an alcohol test indicating a 0.04 or greater breath alcohol concentration, the driver shall be immediately removed from safety-sensitive job duties. Any applicant who tests positive for drugs or has an alcohol test indicating a 0.02 or greater breath alcohol concentration shall not be employed by the Board.

A driver who violates Board prohibitions related to drugs and alcohol will be advised by the Board of resources available to the driver on evaluating and resolving problems associated with the misuse of alcohol and drugs, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs available to evaluate, treat, and resolve drug and alcohol-related problems. The driver will be evaluated by a substance abuse professional who will determine what assistance, if any, the driver needs in resolving such a problem. The Board is not obligated in any way to provide such information to a driver/applicant who refuses to submit to any test or fails a pre-employment test. It is the responsibility of the substance abuse professional to

evaluate the driver to determine whether the driver needs assistance resolving problems associated with drugs and alcohol and to refer the driver for any necessary treatment.

The Board is not obligated in any way whatsoever to provide or pay for evaluation, rehabilitation or treatment. To the extent permitted under available insurance coverage, employees can receive assistance for the evaluation, diagnosis and treatment of drug and alcohol problems.

If a driver has been removed from safety-sensitive duties because he or she tested positive on a drug test or tested at a breath alcohol concentration of 0.04 or greater, before the driver is returned to safety-sensitive duties, if at all, the Board must ensure that the driver:

- a. For failing an alcohol or drug test, has been evaluated by a substance abuse professional.
- b. Has complied with any recommended rehabilitation/treatment recommended by the substance abuse professional. Any driver identified as needing assistance must be evaluated again by a substance abuse professional to determine whether the driver has successfully complied with the rehabilitation/treatment program prescribed following the initial evaluation.
- c. Has taken, after failing the alcohol test, a return to duty alcohol test with a result indicating an alcohol concentration level of less than 0.02 and/or, for testing positive on the drug test, a drug test with a negative test result.
- d. Is subject to unannounced follow-up drug and alcohol tests over the first 12 months following the driver's return to a safety-sensitive position. The number and frequency of such follow-up testing will be as directed by the substance abuse professional and shall consist of at least six tests in the first 12 months following the driver's return to safety-sensitive duties.

Any driver removed from safety-sensitive duties due to violation of drug or alcohol prohibitions is subject to severe disciplinary action, up to and including immediate termination, in accordance with the procedures contained in the Master Agreement.

If the disciplinary action is taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Association and/or the employee, with or without the Association, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Any evidence

concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

D. WORKING CONDITIONS

1. School & Nine-Month Employees

a. Work Year

The Superintendent shall confer with the Association prior to the Board adoption of the school calendar. The Board shall adopt the calendar in compliance with section B. 4 Observed Holidays. In the event the contractual holidays deviate from the school calendar proposed by the Superintendent, Association members will be given two (2) weeks from the date of the conference with the Superintendent to vote on the proposed calendar and return it back to him/her. If the Association fails to return the calendar to the Superintendent in the prescribed timeframe then calendar shall remain as proposed.

(1) (a) The school year shall be scheduled 183 days for teachers and 181 days for classroom assistants at Hopewell School.

(b) Two days shall be used for professional development (staff meetings, in-service training, visitations, conferences).

(2) A maximum of five (5) calamity days are included in the school year. An excess of calamity days requires extending the school calendar until a minimum of 173 days of actual instruction are completed.

(3) A calamity day is defined as a day that classes are not in session due to severe weather conditions, an epidemic, a catastrophe, or a major mechanical failure in the school building. When a calamity day is called, the Superintendent shall make contact by phone so that all unit members are personally notified by phone of the calamity day.

(4) In the event that more than five (5) calamity days occur, the additional days will be added to the end of the school year. The school year shall not extend beyond June 30.

b. Work Day

(1) The school day shall begin at 8:30 a.m. and end at 3:15 p.m. for unit members, except Fridays, and before holidays at which time unit members may leave after dismissal of all students.

- (a) The minimum work hours of the Program Nurse are: 1240 hours per year verified by biweekly timesheets. The nurse will arrange a tentative schedule for the upcoming year with the Superintendent or designee by July 1 each year.
 - (b) The Physical Therapy Assistant (PTA) shall work 1106 hours per year verified by biweekly timesheets and mutual agreement of schedule with the Director of Therapy Services by the first day of work each year.
- (2) All unit members shall have a forty-five (45) minute duty free break during the work day as scheduled per individual classroom or specialist and approved by the Superintendent/Principal. Personal discretion shall be used as to where and how this time shall be utilized.
 - (3) Necessary personnel shall remain in case of an emergency as determined by the Superintendent.
 - (4) Lounge facilities shall be provided for all unit members.
 - (5) A place for private, work-related phone calls shall be provided.

c. Miscellaneous

- (1) Parent-Teacher conferences (except for the early intervention program) shall be held once in the fall and once in the spring, to be scheduled by the Board and placed on the school calendar each year.
 - (a) Parent-Teacher conferences in the early intervention program shall be scheduled according to the applicable regulations.
- (2) The time of the conferences will be mutually arranged. The assistants shall not be required to report on school days closed for the conferences, nor shall they be required to attend the evening conference.
- (3) All classroom teachers shall be assigned at least one (1) qualified assistant.
- (4) In the event that the regular classroom assistant is requested by the Superintendent to assume the responsibility of classroom teacher, said assistant shall be paid an additional \$30.00 per day, \$15.00 per

half day, \$5.00 per hour, above and beyond their regular salary. The assistant shall complete the proper form the day after substituting. This is to be paid at regular bi-weekly pay periods.

- (5) The Board will attempt to hire substitutes to replace absent unit members.
- (6) The Food Service Coordinator shall be a nine (9) month unit member and shall be considered a full-time employee for benefit purposes. The Food Service Coordinator shall follow the school holiday schedule.

2. Workshop & 12-Month Employees

a. Work Year

- (1) The work year shall be 241 days for the twelve (12) month unit members.
- (2) Three of these days may be used for professional development (staff meetings, in-service training, visitations, conferences).
- (3) The work schedule shall be Monday through Friday of each week of the program, except for those legal holidays provided by the Ohio Revised Code and this contract, plus Good Friday, the weekday before Christmas, all weekdays between Christmas and New Year's Day, the weekday following Thanksgiving, and *a day following New Year's Day. The Board shall schedule additional days off as necessary to meet the 241 day work year.

*A day following New Year's Day shall be determined as follows: If New Year's Day falls on Monday, Tuesday, Wednesday or Thursday, the weekday following New Year's Day shall be taken off. If New Year's Day falls on Friday, Saturday or Sunday, then the Association by a majority vote of its members, shall decide on one of the three (3) days to take off. These days shall include the weekday following New Year's Day and two (2) other days offered by the Board.

b. Work Day

- (1) Unit members are expected to maintain a normal working day in regards to the time they are to report to work and the time they may leave from work as set by the Board on the recommendation of the Superintendent. The following are the scheduled times for the normal workday:

Custodian.....flexible
 Trainer as per memorandum
 Workshop Specialist 8:00 a.m. - 3:30 p.m.

- (2) Unit members who work eight (8) hours or more shall have a total duty-free break time (including lunch) of one (1) hour during the work day, of which 1/2 hour is not compensated.
- (3) Unit members who work less than eight (8) hours shall have total duty-free break time (including lunch) of forty-five (45) minutes during the work day, of which 1/2 hour is not compensated.
- (4) For unit members, lunch is to be taken between 11:30 and 12:15, or as mutually agreed between the unit member and supervisor.
- (5) Unit members shall have lounge facilities provided, which shall not be used for therapy or enrollee activities.
- (6) Unit members shall have a place to make private, work-related phone calls.
- (7) If the workshop is closed due to a calamity day, unit members will not be required to report to work and will be paid regular salary for said calamity day, not to exceed five (5) days in a program year. Necessary personnel shall remain in case of emergency as determined by the Superintendent.

c. Miscellaneous

- (1) The Board will attempt to hire substitutes to replace absent unit members.

3. Transportation (in addition to above)

a. Daily Runs

- (1) Drivers will be paid for average driving time beginning at the first pick-up (the bus assistant or enrollee, whichever is first) and ending at last drop. In addition, each driver will be paid three-fourths (3/4) hour per day for gassing, maintenance, clean-up. Drivers will be considered full time unit members for benefit purposes.
- (2) In the event of breakdowns, the driver will be paid at his/her hourly rate for the time beyond the regular scheduled hours.
- (3) Each driver will be furnished at no cost with forms to be used for bus records, notes, etc.

- (4) The Board shall provide at least one (1) two-hour in-service for Bus Drivers as required by state law.

b. Assignment of Trips

- (1) Establishing Transportation Routes

The Board will establish school year and summer transportation routes each year. Routes may be changed throughout the year if necessitated by Program enrollment and/or enrollee location changes.

- (2) Assignment of School Year Routes

The drivers and aides will meet with the Transportation Supervisor approximately two (2) weeks prior to the first day of each school year in order to assign routes that will provide all drivers and aides with roughly equal working hours.

If the meeting does not result in voluntary agreement to the assignment of routes for the coming school year, the Superintendent shall have the sole right to develop routes roughly equal in hours worked and post them for bidding by seniority at another meeting to be held no later than one (1) week prior to the first day of the school year. Drivers shall bid first, followed by the aides.

- (3) Assignment of Summer Routes

Summer transportation routes will be assigned in the same manner as indicated in Section b (2) above, except that the meeting to assign routes will take place by May 31 of each year.

- (4) Assignment of "Off-Route" Enrollee Trips

If an enrollee trip is required that cannot be driven during the normal route time, that trip will be offered using the seniority rotation list.

c. Field Trips

- (1) Drivers will be paid from first pick-up to last drop for time spent on field trips. Each driver will be paid a minimum of one (1) hour pay per run. Overnights will be negotiated on an individual basis.
- (2) Trips lasting less than an hour will be paid at a flat rate of \$6.00. Trips lasting longer than an hour will be paid at the driver's regular

hourly rate. Drivers will be expected to provide direct care and supervision of enrollees on all trips.

- (3) Field trips shall be offered for bid using a rotation list established by seniority. A meeting shall be held at the beginning of each month to award the trips for that month which are known at that time. The trips shall be offered chronologically based on the trip date. Trips that arise after the meeting will be offered based on the rotation list. Bus drivers shall have the right to decline trips at their discretion and be placed back in the rotation for upcoming trips.

d. Overtime and Supplies

- (1) Anytime a driver is required to work more than forty (40) hours per week, they will be paid time and one-half (1-1/2) their regular hourly rate (excluding field trips).
- (2) Supplies for cleaning buses will be provided by the Board.
- (3) Overtime and special trips will be added the following pay period and the drivers will submit time sheets by the Friday prior to pay day.
- (4) All buses shall be equipped with communication devices of sufficient range as to be heard anywhere in the county and to enable the drivers to communicate with each other in the event of an emergency.

e. Examinations

The Board agrees to pay for any required annual physical examinations for bus drivers and bus assistants. The Board will pay for the cost of the required driver's abstract.

f. Bus Assistants

- (1) All buses will have a Bus Assistant. Bus Assistants will be paid from the time of pick up and ending with the return to the pick-up point.
- (2) The Board shall provide at least one (1) 2-hour in-service for Bus Assistants.
- (3) The Superintendent and/or Transportation Director may rotate bus assistants on bus routes once per year.

E. SENIORITY

1. Loss of Seniority

a. Seniority shall be lost under the following conditions:

- (1) Retirement or resignation.
- (2) Layoff for more than two (2) years.
- (3) Transfer to a full-time, non-bargaining unit position.
- (4) Discharge for cause.
- (5) Otherwise leaving the employment of the Board for any reason.

2. Equal Seniority

a. A tie in seniority occurs when two or more unit members have the same amount of seniority credit on the seniority list. Ties in seniority shall be broken by the following method to determine the most senior unit member:

- (1) the unit member with the earliest date of hire (Board meeting);
- (2) the unit member with the first day worked;
- (3) the unit member with the earliest date of application for employment with the Board;
- (4) lottery, with the most senior unit member being the one whose name is drawn first. This procedure shall be implemented in the presence of a designated Association representative.

3. Posting of Seniority List

The seniority list shall be posted whenever a change in personnel status is made. The seniority list shall indicate the first day each person worked. Said list shall be provided to the Association President on or before the date of posting. The names of unit members on the seniority list shall appear in seniority rank order according to the first day they began working in a bargaining unit position. Regularly scheduled part-time unit members shall be listed separately from full-time unit members.

4. Correction and Inaccuracies

Each unit member shall have thirty (30) days after posting of the seniority list to advise the Employer or its agents of any inaccuracies which affect his seniority.

The Employer or its agents shall investigate all reported inaccuracies and determine whether any adjustments are necessary. If adjustments are necessary, the seniority list shall be updated immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered final until the next posting.

F. EVALUATION PROCEDURE

The following provision shall be used for the purpose of evaluation of unit members.

1. Purpose

Evaluation shall be for the following reasons in order of priority:

- a. Improving the quality of the educational programs of the district.
- b. Improving the competency of the unit members.
- c. To provide an orderly and uniform employment relationship of the unit members and the administrative staff with the Board.
- d. To provide re-employment information to facilitate equitable and objective decisions on such matters by the Board.

2. Method

Evaluation of unit members shall use the following techniques:

- a. Have a pre-observance conference to determine what is going to be taught on the particular day of announced observation. (This would prevent observation on a day on which reviews, etc., might be in progress).
- b. Announced observation by an administrator. All unit members are to be observed, and a follow-up conference conducted at least once a year. Additional observations may be made without notification, if needed.
- c. Probationary unit members are to be observed twice during their probationary period with a follow-up conference.
- d. Follow-up conference and written reports are to be within thirty (30) work days following the observation.
- c. Administrative assistance shall be provided where it has been determined that there are deficiencies, and a record of such assistance shall be included in their records of unit member evaluation.

- f. If a unit member and/or administrator requests it, a more experienced unit member of the same area could observe and offer the new unit member assistance only.
- g. No monitoring or listening device is to be used in observance and evaluation sessions without knowledge of both parties.

3. Records

All evaluation records, including the results of observations, follow-up conferences, notes, and assistance to the unit members shall be in duplicate--original copy to be placed in the unit member's file, and a copy retained by the unit member. All written records shall provide for comment of both parties involved and provisions of signature of both parties prefaced with the following: By affixing my signature to this document, means that I have received a copy, and had an opportunity to read its contents, but does not necessarily mean that I agree in total or in part with the contents. The present evaluation forms shall be included in this document.

4. Evaluations

- a. All unit members will be evaluated on the basis of their job description.
- b. Unit members shall be evaluated using an appropriate form that complies with applicable state law. (see Appendix A).
- c. Nothing in this procedure shall prevent the Superintendent and/or supervisory staff from making general observations that will be considered in evaluating a unit member's performance.
- d. Evaluations shall not be administered arbitrarily. Similar evaluation standards will be applied to unit members in the same classification. The content or conclusion of a unit member's evaluation is not arbitrable, unless substantial evidence can be shown that the content or conclusions are arbitrary or capricious.

G. STAFFINGS

- 1. Staffing will take place when current appropriate and essential information is available. Staffings may be conducted for each of the following reasons:
 - a. Consideration of entrance of enrollee into the Board Program.
 - b. Consideration of placing enrollee currently enrolled in the program in a different classroom/program.

- c. At the request of the classroom teacher, specialist or other support/ancillary personnel, or Superintendent, when significant new information is obtained about or a serious problem has arisen with an enrollee.
2. The following professionals, when appropriate, may be included in a staffing:
- a. Current classroom teacher, classroom assistant, and Industries personnel.
 - b. Prospective teacher/specialist.
 - c. Other specialists such as, but not necessarily limited to, Physical Development Specialist, Language Development Specialist, Physical Therapist and Occupational Therapist.
 - d. Testing psychologist or representative.
 - e. Superintendent or appropriate supervisor of program.
 - f. Service and Support Administrator.
3. Times for staffing shall be as follows:
- a. Enrollees eligible for a change of assignment for the next program year shall have staffings completed by the end of May, if at all possible, and all recommendations for said changes shall be made by the end of the school year.
 - b. Any time during the program year when there is significant indication presented to the Superintendent or the by the enrollee, any other professional person, or parent/guardian.
 - c. In all cases, staffings will be conducted according to the regulations of the Department of DD.

H. DRESS CODE

The Board requires that an employee's clothing be appropriate, respectful, and safe to perform required job duties. The following is a list of examples of inappropriate clothing: low cut tops with cleavage showing, belly shirts, low rider jeans where skin is exposed, shorts shorter than the fingertips when arms are fully extended, skirts or dresses that are shorter than knee length, sandal or open-toed shoes on buses, overly tight clothing, obscene or suggestive sayings on shirts, clothes that show undergarments, halter tops.

ARTICLE VI
CHANGE IN STATUS

A. VACANCIES AND TRANSFERS

1. Vacancies

- a. During the year, the Superintendent shall post vacancies in all buildings. During the summer months, nine-month unit members shall be provided with vacancy postings if they had previously submitted a written request for a change in job position prior to the end of the school year.
- b. A vacancy is a job opening in the bargaining unit that the Board decides to post and fill on a permanent basis.
- c. Members of the staff who are interested in applying for a vacancy shall complete a vacancy form and submit it to the Superintendent or his/her designee not later than five (5) working days after being posted. Vacancy forms shall be kept in the main office of each building.
- d. When a vacancy is determined, the Superintendent shall promptly announce the vacancy to all unit members and post a notice of the same on a visible bulletin board in the buildings for no less than five (5) work days before the position is filled.
- e. Upon filling a vacancy, the following criteria apply:
 - (1) Individual qualifications as determined by the required certification and job description.
 - (2) Staff availability and experience.
 - (3) Number of years in the Coshocton County DD program.

The need to make a reasonable accommodation for a disabled unit member under State or Federal law, provided such accommodation can be accomplished only by placing the disabled unit member in that vacant position. No unit member shall be displaced to create a vacancy for a disabled unit member.

- (5) If a bargaining unit member has at least two (2) written reprimands, or one (1) suspension, it may be grounds not to allow them to fill a vacant position.

2. Voluntary Transfer And/Or Assignment

- a. A transfer is an assignment from one classification to another on a permanent or temporary basis. A reassignment is a change in core job

duties within one's classification. Employees who wish to request a transfer or reassignment should indicate their interest to the Board in writing. Those requests will be taken into account when a vacancy occurs. It is understood that employees who are interested in a vacancy are still required to apply for the vacancy.

- b. An involuntary transfer and/or reassignment during any year will be made only after a meeting between the unit member involved and the Superintendent, at which time the unit member may at his or her option have a representative of his or her choice present at such meeting. The written reasons for such involuntary transfer shall be given to the affected unit member at this meeting. If an agreement is not reached, the unit member may bring the matter before the Personnel Committee of the Board for discussion, at which time the unit member may have a representative of his or her choice present. If this does not remedy the situation, the unit member may appear before the full Board with representation. Any reassignment made pursuant to this policy shall be in the best interests of the program.
- c. All unit members will receive a written notification of their assignment for the following school year on or before June 30 if they are being involuntarily transferred or reassigned.
- d. A unit member being involuntarily transferred or reassigned will be placed only in a position for which such a unit member is certificated (or qualified to meet job description for non-certificated unit members). No unit member shall suffer any reduction in pay or benefits due to an involuntary transfer.
- e. Should more than one qualified unit member apply for a transfer and/or reassignment to the same position, the position shall be given to the more senior unit member.
- f. Nothing in this section precludes the Board from going outside the program to fill a vacancy.

3. Temporary Positions

- a. Should any current unit member apply for and receive a temporary (one year or less) position, that unit member shall be entitled to return to his/her previously held position with all seniority upon elimination of the temporary position. The unit member's return to his/her former position shall not be considered a vacancy and will not be posted.
- b. Should the Board decide to fill the unit member's previously held position on a permanent basis, that position shall be posted in accordance with Section 1 above. If the temporary position is eliminated, both unit

members shall be allowed to return to their previously held positions as outlined in Section 2 (a) above.

- c. Should any other unit member be placed in a vacancy that resulted from the temporary position in Section 2 (a), they shall also be allowed to return to their former positions.

B. REDUCTION IN FORCE

1. Unit members may be laid off for the following reasons:
 - a. A substantial reduction in the funds available to the Board, provided that such a reduction cannot be avoided by the exercise of the Board's taxing or other fiscal powers at least once in the year in which the reduction in funds occurred.
 - b. A substantial reduction in enrollment.
 - c. The discontinuance of a particular type of program service, provided that such discontinuance is not for arbitrary or discriminatory reasons.
2. If the Board is contemplating the layoff of any unit member, it will so notify the Association at least thirty (30) days before the proposed effective date of the layoff. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Within five (5) days after mailing the aforesaid notice, the Board will, if requested to do so, enter into negotiations with the Association regarding the need for, manner of implementation and impact of, and other aspects of the contemplated layoff; and will in connection therewith make available to the Association, at Board expense, all relevant data. After at least one negotiations meeting, the Board may implement the layoff. Any unit member who is laid off will be notified by hand delivery in writing at least thirty (30) days before the effective date of the layoff. Such notice will include the proposed time schedule and the reasons for the proposed action. Unit members shall sign a receipt that they received the notice and will also be provided a copy of the receipt.
3. A unit member who is notified that he/she is to be laid off will have the right to displace any less senior unit member whose work he/she is certificated and qualified (non-certified) to perform as per minimum requirements of job description. Written notice of intent to exercise this right must be given to the Superintendent with a copy to the Association within ten (10) days after a unit member is notified that he/she is to be laid off. Within five (5) days after he/she receives such notification, the Superintendent will notify the less senior unit member that he/she is to be displaced. A unit member who is to be displaced pursuant to this section will have the same displacement rights vis-a-vis less senior unit members as a unit member who is to be laid off pursuant to Section 1(a-c) above.

4. For purposes of this Article to determine layoff, seniority will be defined according to the provisions of Article V, Section D.3. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of a layoff. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit, but such time will not be counted in computing seniority. When seniority is equal, ability to perform work in question will be determinative.
5. The seniority list shall be posted by September 30th and January 30th of each program year. The Superintendent will at all times have posted in the staff lounge of the school and in the lounge of the Workshop a current seniority list which will be available for inspection during regular working hours by any unit member and/or the Association.
6. If there is a vacancy in a bargaining unit position, laid off unit members who are certificated and qualified (non-certified) to perform the work in question, as per minimum requirements of the job description, will be recalled in seniority order.
7. If a laid off unit member has displaced another unit member or has been recalled to a position other than that which he/she held immediately prior to his/her layoff, he/she will remain eligible for recall in accordance with this Article.

Notwithstanding the language in Section B.6 in this Article, any bargaining unit member who is displaced (bumped) from their current position to another position by a more senior bargaining unit member, shall be given first choice over any laid off bargaining unit members to return to the position from which he/she was displaced should a vacancy occur in that position. This option of having first choice to return to the previous position from which they were displaced, shall only be available for a period of two (2) years from the date the displaced unit member assumes the other position.

8. Notice of recall will be given by registered mail to the last address given to the Board by the unit member. A copy of the notice of recall will be given to the Association. If a unit member fails to respond within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
9. A unit member who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:
 - a. Waives his/her recall rights in writing
 - b. Resigns
 - c. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position.

- d. Fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such unit member is sick or injured. If a unit member has secured temporary employment elsewhere, he/she will be allowed ten (10) days of additional time before being required to report to work.
10. While on layoff, a unit member will have the option to remain an active participant in the Public Employees Retirement System, the State Teachers Retirement System, and/or other fringe benefit programs by contributing thereto the amount required.
 11. Prior to calling outside personnel, laid-off unit members shall be called to substitute in any position for which they meet minimum substitute certification requirements.
 12. All benefits to which a unit member was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical leave, will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A unit member will not receive credit for time spent on layoff.
 13. Notwithstanding any other provision in the Agreement, no vacancy in a negotiating unit position will be filled by the Board until the procedures set forth in this Article have been complied with.
 14. As an alternative to reduction in force and for the reasons set forth in Sections (1)(a-c) above, the Board may consider reducing the number of hours or number of days worked by a unit member each week with a proportionate reduction in pay. The unit member's insurance benefits shall remain the same.

ARTICLE VII COMPENSATION

A. LEAVE PROVISIONS

1. Sick Leave
 - a. All unit members in the civil service classification system earn sick leave at the rate of four point six (4.6) hours for each eighty (80) hours of service. Hours of service shall include all paid break times for twelve-month unit members. For teachers and other nine-month unit members, hours of service shall include the 45 minute duty-free lunch. This includes part-time and seasonal unit members. Credit is given for all time in active pay status, including vacation, sick leave, and overtime. It is not given for time on leave of absence or layoff.

- b. Hourly unit members' sick leave will be prorated if their usual working hours are less than forty (40) hours per week and they were not appointed as a full-time unit member with a working week of less than forty (40) hours. Therefore, a unit member with a usual work day of five (5) hours, or thirty (30) hours per week, or sixty (60) hours per bi-week will accrue sick hours per bi-week, and will be used at a rate of five (5) hours per day of illness.
- c. A unit member is to be charged for sick leave only for days upon which he would otherwise be scheduled for work. Sick leave payments will not exceed the normal scheduled work day earnings.
- d. Accumulation of unused sick leave is unlimited.
- e. Sick leave may be granted to a unit member only on the approval of the Superintendent for the following reasons:
 - (1) Illness or injury or pregnancy of the unit member or a member of his immediate family. In cases of a member of the immediate family not living in the same household, the Superintendent may credit sick leave when he believes it is justified, but in such cases, should be carefully investigated.
 - (2) Death of a member of his immediate family (sick leave usage limited to five (5) working days), in addition to bereavement leave under Section 15.
 - (3) Medical, dental, or optical examination or treatment of a unit member or a member of his immediate family. (Reasonable attempts will be made to schedule appointments outside the program day.)
 - (4) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the unit member; or when through exposure to a contagious disease, the presence of the unit member would threaten the health of others.
 - (5) Pregnancy and/or childbirth and other conditions related thereto. Any unit member who becomes pregnant shall, upon request made to the appointing authority, be granted leave of absence from work for maternity purposes. The date of departure and the date of return to work shall be selected by the unit member and she shall notify the appointing authority of these dates as far in advance as it is practicable. The unit member at her option, may utilize any or all of her accrued sick leave, auxiliary days, and vacation leave for maternity purposes; after accrued sick leave, auxiliary days, and vacation leave are exhausted, the unit member shall be placed on maternity leave of absence without pay, not to exceed one (1) year.

An appointing authority who has reasons to believe that a unit member is unable to fulfill usual duties by reasons of pregnancy, may request in writing that said unit member begin sick leave, vacation leave, and/or maternity leave without pay, at the unit member's option, at an earlier date than the unit member has selected.

- (6) Definitions of immediate family: grandparents, brother, sister, stepchild, stepbrother, half-brother, stepsister, half-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other persons who stand in place of a parent -- loco parentis.
- (7) A sick leave form is to be filled out via the computer when sick leave is requested, or within 24 hours of returning from such leave. A supervisor or the Superintendent has the right to disapprove a sick leave request, or request medical verification based on just cause. If a unit member is absent three (3) or more days, a doctor's certification may be requested.
- (8) A pattern of abuse of sick leave may lead to discipline. If records indicate consistent periods of sick leave usage as outlined below, the supervisor will bring the employee's record to the attention of the Business Manager for review once a month. If pattern abuse can be reasonably suspected, the Business Manager will meet with the employee's supervisor to discuss potential abuse.

If both parties agree that potential abuse exists, the supervisor will notify the employee and schedule a meeting. The purpose of the meeting will be to discuss the potential pattern abuse and give the employee the opportunity to explain, rebut, or refute the suspected abuse. The employee will be told the purpose at the outset of the meeting and will be given an opportunity to produce documentary rebuttal evidence within 24 hours after the meeting. If a satisfactory explanation is not provided, corrective and progressive disciplinary action may be initiated.

Pattern abuse is suspected if an employee takes sick leave:

- (a.) before and/or after holidays;
- (b.) before and/or after weekends or regular days off;
- (c.) before and/or after vacations;
- (d.) shortly after calling to find out sick leave balance
- (e.) as soon as sick leave has accrued, reducing balance to zero or near zero
- (f.) on the same day or days each week; and
- (g.) an entire day for a doctor's appointment of less than a day.

- (9) Falsification of sick leave shall be grounds for disciplinary action, including dismissal. Unit members who fail to comply with sick leave rules and regulations shall not be paid.
- (10) When a unit member is incapacitated and is unable to report for work, he/she shall notify, by telephone or other fast means of communication, his immediate supervisor, the Superintendent or other designated person, as soon as possible on the first day of absence. In the event a bargaining unit member is incapacitated or unable to work because of an illness or injury, and is unable to personally contact his/her supervisor, Superintendent or other designated person, then a member of the immediate family or a person living in the same household as the unit member shall contact said administrators. This notice shall not be any later than 7:00 a.m., if possible. For bus drivers and bus assistants, notice shall be provided one hour before the scheduled route, if possible. If such notification is not made, the absence may be charged upon the recommendation of the Superintendent to leave without pay. Subsequent notification, beyond the first day of absence, shall be governed by the individual circumstances, by the Superintendent.
- (11) A unit member who becomes eligible for Worker's Compensation payment for loss of time may choose whether to use his sick leave before such payments are made. Use of sick leave is usually of greater advantage to the unit member.

NOTE: Sick leave does transfer from one public entity to another. Vacation does not; however, years of service toward vacation does.

2. Vacation Leave

- a. Twelve (12) month unit members' vacation time shall be as follows:

(1)	0-1 year	no vacation
(2)	1-8 years	2 weeks
(3)	9-15 years	3 weeks
(4)	16-25 years	4 weeks
(5)	26 + years	5 weeks
- b. All 12-month unit members earn annual vacation leave according to their number of years of service. For the purpose of computing this vacation leave, a unit member's "service" is defined as total service (part-time as well as full-time) accrued by the person employed.
- c. Time spent in military service is to be counted, provided that the person in question was an employee of the Board for at least 90 days before entering military service. Time spent on authorized leave of absence is counted.

- d. Each full-time unit member (12-month unit member) on completion of a year of service to the date of employment, is entitled to two (2) calendar weeks, excluding legal holidays, of vacation leave with full pay. Unit members earn two paid weeks until their eighth (8th) year is completed. Unit members in their ninth (9th) through their fifteenth (15th) year will earn three (3) weeks; unit members in their sixteenth (16th) year through their twenty-fifth (25th) year will earn four (4) weeks of paid vacation leave. Beginning with the twenty-sixth (26th) year of service, unit members will earn five (5) weeks of paid vacation time. Part-time seasonal unit members are not entitled to vacation leave. If full-time seasonal unit members become full time unit members, their full-time seasonal service will count in determining the total amount of service.
- e. Vacation leave is earned during the time the unit member is on active pay status. It is not earned while on unpaid leave of absence or unpaid military leave. The "Anniversary Date" may be deferred because of periods of time during which the unit member is not in active pay status.
- f. Vacation leave is generally to be taken by the unit member within one year from the time he or she becomes eligible for it. Effective as of each employee's anniversary date after ratification of the contract, employees are prohibited from carrying over vacation days into the next year of service.
- g. Upon separation from Board service, a unit member is entitled to compensation for any unused vacation leave to his or her credit, at the time of separation. Vacation payment is not made when a unit member is granted a leave of absence. It is made for a unit member who enters active military service. Such payment is limited to the amount due but not previously used. A unit member, who transfers from one county agency to another county agency or state agency, will be paid by the releasing agency at the time of transfer, for any unused vacation leave to his or her credit. A unit member who has less than one year of service at the time of transfer will become eligible for his or her first vacation upon completion of one year of DD service.
- h. Upon separation from Board service, including retirement, payment for earned but unused vacation leave will be made in a lump sum. The unit member will not be carried on the payroll for the purpose of liquidating his vacation balance.
- i. In case of death of a unit member, the approved unused extended and current vacation leave earned shall be paid on a pro-rated basis to the date of his or her death, in accordance with ORC Section 2113.04.
- j. Vacation may be taken in increments of at least one (1) hour. Forty-eight (48) hour notice must be given for vacation usage of 1/2 day or one (1)

day. Ten (10) working days' notice shall be given for vacation of more than one (1) day to one (1) week in length. Fifteen (15) working days' notice shall be given for vacation of a week or more.

- k. If management determines that any employee has scheduled vacation leave in excess of the employee's vacation leave balance, management shall disapprove the excess vacation leave and, after consultation with the employee, shall determine which scheduled days or weeks of the employee's vacation will be removed from the calendar.
- l. All employees will be able to access their accrued unused vacation leave via the computer. At that time, the employee may elect to convert his/her unused vacation leave to sick leave or may cash up to three (3) days in at sixty-five percent (65%) of his/her daily rate of pay. Conversion or payment will be included in the employee's next paycheck.
- m. If an employee leaves the employ of the DD Board, and that employee has used more vacation during that year than he/she has earned on a pro rata basis, the employee's final paycheck(s) will be reduced by the amount of vacation used but not yet earned.

3. Long-Term Unpaid Leave

The Board shall grant unpaid leave of absences in keeping with the following:

- a. Unpaid leave of absence shall be granted not to exceed one (1) year; normally such leave shall be granted according to one-half (1/2) year periods for the following:
 - (1) Personal injury
 - (2) Personal disability
- b. Unpaid leave of absence shall be granted not to exceed one (1) school year; normally such leave shall be granted for a period not to exceed one-half year:
 - (1) Maternity
 - (2) Other reasons as agreed to by the Board.
- c. Request for unpaid leaves of absence should normally occur at least (30) days prior to when the leave is to commence.
- d. The names of the unit members on an unpaid leave of absence shall be carried on the roster and may continue group insurance benefits by paying the full premium inclusive of the Board's contribution. The unit member shall notify the Business Manager of his/her desire to continue insurance benefits at the time of the leave request. Normally, the premium must be paid by the first of the month in which the insurance will be in effect. In

emergency situations a payment schedule will be worked out with the Superintendent.

- e. A unit member returning from an unpaid leave of absence shall retain seniority rights as if fully employed and shall be placed on the appropriate step of the salary schedule in keeping with other provisions of this Agreement.

4. Association Leave

- a. The Association will be granted two (2) days with pay for Association members to attend OEA state meetings and conferences, so long as the Association provides three (3) days advance written notice to the Superintendent. All expenses, except payment of a substitute, shall be borne by the Association.
- b. Any Association member who is elected or appointed to the governing body of the Ohio Education Association shall be granted unpaid leave to attend meetings of such body. Such leave shall not be counted as part of the Association leave as outlined in Section (a).

5. Extended Leave Of Absence

- a. A leave of absence may be granted at the discretion of the Board for a maximum of one (1) year for purposes of education, training, or specialized experience which would be of benefit to the program by improved performance at any level; or for voluntary (unpaid) service in any governmentally sponsored program of public betterment.
- b. After five (5) years of employment with the Board, a unit member may be granted a leave of absence without pay for up to one (1) year for health reasons. Request for such leaves will be supported by appropriate medical evidence.
- c. A leave of absence, without pay, may be granted by the Board for up to two (2) years for the purpose of educational betterment or continued training in the field of education through either a state supervised program or through an accredited university.

6. Professional Leave

- a. Upon request of the unit member and approval of the immediate supervisor, professional leave will be permitted for the following:
 - (1) Attendance at seminars, workshops, professional meetings or conferences that are related to the education of, or services provided for enrollees and/or their families, or that are otherwise job-related.

- (2) Unit members may, with the approval of the Superintendent, use Professional Leave for courses that qualify a member for advancement on the salary schedule or which apply toward a degree or certification. However, reimbursement for expenses for such courses shall only be as provided in Article VII, Section D.
 - (3) Visits to programs, schools, or institutions involved in the education and/or training of students or enrollees who are multi-handicapped and/or their families; the education of young children and/or their families; or that are otherwise job-related.
- b. Unit members shall use professional leave for activities which contribute to their professional development, and which are consistent with the Board's goals and objectives. Normally, professional days will be structured to provide the maximum benefits possible for the time spent. In most cases, in order for a professional day to be approved, the member must spend at least five hours in attendance. Attendance at workshops, conferences, professional meetings or seminars or visits to programs, schools or institutions may be approved for less than five hours.
 - c. Visits to Board sites must be arranged with the principal/building supervisor and unit members at the site visited, as well as approved by the member's supervisor.
 - d. Visits to programs, schools and institutions as in Section (b) above, will be restricted in the months of May and June to visits which are essential to the program.
 - e. Nine (9) month unit members shall be permitted three (3) professional leave days per year for continuing education and workshops as approved by the Superintendent. Twelve (12) month unit members shall be permitted five (5) professional leave days per year for continuing education and workshops as approved by the Superintendent. Additional days may be granted at the Superintendent's discretion. When using less than a full day, the member shall report to their regular assignment for the remainder of the day. Members shall be allowed to use professional leave throughout the year.
 - f. Members shall be reimbursed for their actual expenses as follows:
 - (1) Registration Fee Actual Cost (Receipt required)
 - (2) *Lodging Actual Cost (Receipt required)
 - (3) Meals Receipt Required, maximum \$35 per day
 - (4) Travel Board rate or actual cost if public carrier is used

*Staff may be asked to share rooms.

- g. Members shall apply for professional leave using the Request for Leave Form. One week notice is required unless waived by the Superintendent.
- h. Supervisors may deny professional leave due to operational concerns. In most cases, no more than two members per site will be permitted to use professional leave on any work day. More can be permitted at the discretion of the immediate supervisor.
- i. The Superintendent, at his/her sole discretion, may permit additional professional leave to an individual member in excess of the limits provided in Section (e) above.

7. Personal Leave

- a. The Board grants three (3) working days for nine-month staff and three (3) working days for twelve-month staff with pay for personal leave. Notwithstanding the previous sentence, teachers and classroom assistants shall be granted a total of three (3) working days of personal leave. This leave is to be non-accumulative and is not to be taken in less than one-hour increments. These days are unrestricted.
- b. Unless used for an emergency situation, the unit member requesting the leave shall submit a "Leave Request" form via the computer at least twenty-four (24) hours in advance of the date requested to the appropriate supervisor.
- c. No more than two (2) teachers, two (2) assistants, one (1) bus driver, and one (1) bus assistant may be on scheduled personal leave on a given day, except in an emergency situation. Any dispute over which unit member is to be granted personal leave on a given day will be resolved on a first-come, first-served basis.
- d. For personal days that are used to deal with an emergency situation, the unit member shall notify the appropriate supervisor by telephone the morning that the personal leave is to be taken.
- e. Any unused personal leave will be converted to sick leave in the pay period following July 1 for 12-month employees and on the pay following the last day of school for 9-month employees.

8. Injury Leave

- a. In the event that a unit member is unable to work due to an injury inflicted by an enrollee which results in the unit member being absent, such absence will not be charged to sick leave. The unit member will receive full pay and benefits for such absence, not to exceed thirty (30) days.

- b. A physician's statement concerning the nature of the injury shall be required stating both the necessity to be absent from work and the duration of the absence.
- c. To be counted as injury leave, the unit member shall file with the Superintendent the facts of the incident.

9. Sabbatical Leave

The Board recognizes the importance of staff training and therefore shall grant sabbatical leave with partial pay to a unit member under the following conditions:

- a. The unit member shall have five (5) years experience in the program.
- b. No more than one (1) person per building shall be granted sabbatical leave at one time.
- c. A plan of professional improvement shall be submitted for the period of the requested sabbatical leave.
- d. All fringe benefits shall continue during the sabbatical leave at the unit member's expense. The partial salary shall be the difference between the unit member's regular salary for that year and the cost of the substitute (ORC 3319.131). This partial salary shall be paid to the unit member upon return to active service in their first bi-weekly check.
- e. Unit members returning from sabbatical leave shall be returned to the same assignment held prior to such leave, if at all possible.
- f. Additional sabbaticals shall be made available to unit members after completion of five (5) additional years of educational experience.
- g. One (1) year of sabbatical leave shall count as one (1) year of credit for placement on the salary schedule.
- h. Requests for sabbatical leave shall be made three (3) months prior to the start of the leave.

10. Athletic Leave

The Athletic Coach for each sport will be allotted one (1) school day to attend meetings or conferences related to his/her position. The Board will pay expenses and registration. All requests for Athletic Leave will be submitted to the Superintendent for approval at least one (1) week in advance.

11. Maternity/Paternity Leave

- a. A maternity leave of absence without pay will be granted to a unit member for the purpose of childbearing and/or child rearing as follows:
- b. A unit member who is pregnant will be entitled upon request to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the unit member and she must notify the Board of these dates as far in advance as possible. She will include, on request, with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions. All or any portion of a leave taken by a unit member because of pregnancy or a medical disability connected with or resulting from her pregnancy may, at her option, be charged to her available sick leave and/or auxiliary days and/or vacation leave. Such total leave usage shall not exceed one (1) full year.
- c. A male unit member will be entitled upon request a leave of absence without pay between the time of the birth of a child to his wife and one (1) year thereafter. Such leave may also include use of accrued auxiliary days and vacation leave.
- d. A unit member adopting a pre-school child (i.e., six (6) years of age or less) will be entitled upon request to a leave to commence at any time during the first year after receiving defacto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one (1) year, and may include use of accrued sick leave, auxiliary days, vacation leave, and/or unpaid leave of absence.

12. Military Leave

A unit member who is a member of the state militia or a reserve component of the armed forces of the United States may be absent from the program while on military training or active duty without loss of pay as set forth in the Ohio Revised Code, Section 5923.05, for a period not to exceed thirty-one (31) days in any one calendar year. Any days exceeding the thirty-one (31) days in a calendar year shall be without pay, but shall be with all other benefits.

13. Court Leave

- a. Any unit member serving as a witness, juror, or party to an employment-related legal action shall be granted all necessary leave. Said unit member shall be paid full salary. The unit member will return to the Business Manager any remuneration received from the court.

- b. For purposes of this Article, employment-related legal action shall not include a conflict between employer and unit member.

14. Emergency And Hazardous Leave

If, by an act of God, a unit member is prevented from reaching work on a regularly scheduled work day, such absence may be deducted from Personal Leave at the discretion of the unit member, or such absence may be on a pay deduct basis for the hours missed.

15. Bereavement Leave

- a. In the case of a death in the immediate family, the unit member may have up to five (5) days paid leave, which shall be counted as and deducted from his/her accumulated sick leave. At the discretion of the Superintendent, this period may be extended due to such extenuating circumstances as distance, unusual family or personal responsibilities, and other similar situations.
- b. In the case of the death of a close personal friend, an aunt, an uncle, a nephew or a niece, the unit member may use one (1) day of sick leave.

16. Family And Medical Leave Act

The parties each agree to abide by the provisions and regulations of the Family and Medical Leave Act and copies of the provisions of this Act shall be made available by the administration to all unit members.

17. Calamity Day

If any unit member has an approved paid leave day on which a calamity day is declared, the unit member shall not be charged for taking the day of paid leave.

18. Short-Term Unpaid Leave

Short-term unpaid leave may be granted in the discretion of the Superintendent. Short-term unpaid leave for non-medical reasons must be pre-approved by the Superintendent and cannot be granted after it is taken. If pre-approval is not obtained, the day(s) taken will be considered unexcused absence(s) and will necessitate payment by the employee of the Board share as well as the employee share of the employee's health insurance premium for the day(s) taken.

Short-term unpaid leave for medical reasons may be approved by the Superintendent after it is taken, but will necessitate a doctor's excuse and payment by the employee of the Board share as well as the employee share of the employee's health insurance premium for the day or days of absence.

B. ECONOMIC BENEFITS

1. Payroll Practices

- a. Association Dues will be deducted in twenty-six (26) equal payments beginning with the first pay period in October. Fair Share Fee deductions shall be in equal payments in accordance with the provisions of Article I, Section B.
- b. Written authorization for payroll deduction (other than Fair Share Fee) must be provided by the unit member. The Association Treasurer shall submit all authorizations to the Auditor prior to a time mutually agreed to by the Auditor and the President of the Association.
- c. Authorization will continue in succeeding years unless a written withdrawal is given to the Auditor prior to October 10th, annually. Within five (5) days of receipt of such request, the Auditor will notify the Association President of the name(s) of said unit member(s).
- d. The unit member will be provided via the computer the amount of leave days, vacation days, auxiliary days, and overtime pay accumulated.
- e. Other deductions shall be arranged with the Auditor's office. Those other current deductions shall continue to be made.
- f. Regular unit members shall normally be paid in twenty-six (26) equal bi-weekly installments. A small variation in amount due to averaging is acceptable.

2. Salary Placement

- a. For purposes of salary schedule placement, Appendix C – Salary Placement Schedule will be used.
- b. Credit hours shall be defined as quarter hours as per section (d) below. Semester hours shall be converted to quarter hours. Workshop hours shall be converted to quarter hours on the basis of one (1) quarter hour equals ten (10) workshop hours. Adult Service hours and Professional Development hours shall be converted so that one (1) CEU shall equal (1) one workshop hour. All hours earned from the date of hire at the Coshocton County DD shall count towards increasing a bargaining unit member's annual salary or hourly rate.
- c. A unit member wishing to increase his or her pay shall offer proof of completion of hours to the Superintendent or designee and shall receive such change within thirty (30) calendar days of submitting such proof.

- d. A non-degree bargaining unit member who completes additional hours as a Coshocton County DD employee shall increase his/her annual salary or hourly rate as follows:

- + 15 quarter hours/+ 10 semester hours or 150 workshop hours = 2% raise
- + 30 quarter hours/+ 20 semester hours or 300 workshop hours = 2% raise
- + 45 quarter hours/+ 30 semester hours or 450 workshop hours = 2% raise
- + 60 quarter hours/+ 40 semester hours or 600 workshop hours = 2% raise
- + 75 quarter hours/+ 50 semester hours or 750 workshop hours = 2% raise

- e. A degreed bargaining unit member who completes additional hours as a Coshocton County DD employee shall increase his/her annual salary as follows:

- BA+15 - 3% raise
- MA = 3% raise
- MA+15 = 3% raise
- MA+30 = 3% raise
- BSN = 3% raise (This 3% raise shall only be paid to the current bargaining unit member who holds a BSN degree. Should said unit member leave the employ of the Coshocton County DD, the 3% raise will not be applicable to a new employee, or to any other employee, who holds a BSN degree.)

3. Supplemental Pay

- a. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid shall be by supplemental contract.
- b. The Board shall offer supplemental contracts in accordance with the provisions of Article VI.
- c. Supplemental contracts and compensation for said contracts shall be mutually agreed upon by the Board and the Executive Committee of the Hopewell Education Association on a yearly basis prior to the September Board meeting.
- d. Mutually agreed upon supplemental contracts and compensation for said contracts shall be added yearly as an appendix to the Master Agreement following the September Board meeting.

4. Observed Holidays

- a. The following ten (10) days are to be observed as holidays with no loss of pay for all unit members:
 - (1) Independence Day (July 4)
 - (2) Labor Day (1st Monday in September)

- (3) Columbus Day (2nd Monday in October)
- (4) Veterans Day (November 11)
- (5) Thanksgiving Day (4th Thursday in November)
- (6) Christmas Day (December 25)
- (7) New Year's Day (January 1)
- (8) Martin Luther King Day (3rd Monday in January)
- (9) President's Day (3rd Monday in February)
- (10) Memorial Day (as per Ohio law)

- b. Unit members who work on a holiday may take a compensatory day off within the school year or be paid time and one-half (1-1/2) to be decided by said unit member.
- c. A signed statement shall be submitted by the unit member to the Superintendent, for prior approval, for which compensatory time will be sought and its expected duration. Upon completion of the activity, a signed statement indicating the actual duration of the activity shall be submitted to the Superintendent.

5. Severance Pay

The Board shall pay each unit member at the time of retirement twenty-five percent (25%) of all unused sick leave with a maximum allowance of seventy-five (75) days at his/her current per diem rate. Payment is to be made upon notification from retirement board of actual retirement. A retiring unit member may request that such severance pay be deferred until January of the next calendar year.

6. Overtime Pay

Unit members who are requested to participate in any activity not occurring during regular scheduled work hours, beyond a forty (40) hour work week, shall be paid time and one-half (1-1/2) per hour, as calculated from the individual's current salary (excluding bus driver field trips). Overtime pay shall be paid at regular bi-weekly pay periods.

7. Compensatory Time

In the event that home visits, IEP conferences, IP conferences, or IFSP conferences are required to occur outside of the regular work day, compensatory time shall be granted on the following basis:

- a. earning of compensatory time must be approved in advance by Superintendent or designee
- b. must be at least ½ hour to be eligible for compensatory time
- c. compensatory time will be calculated in 15 minute increments

- d. must be used within 2 weeks of being earned unless other arrangements have been made with Superintendent or designee
- e. compensatory time can only be used with approval of Superintendent or designee

8. Board Retirement Pick-Up

- a. Except as otherwise indicated in Section 4 below, the total amount of the statutorily-required unit member contribution to the Public Employees Retirement System of Ohio (PERS) and/or the State Teachers Retirement System (STRS) shall be withheld from the gross pay of each full-time unit member and shall be assumed and paid by the County. This payment is paid in lieu of contributions to PERS or STRS 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 or STRS directly instead of having it "picked-up" by Coshocton County or of being excluded from the "pick-up".
- b. The pick-up provided herein applies to all unit members who are contributing members of PERS or STRS.
- c. The Auditor of Coshocton 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 or STRS so as to enable them to obtain the resulting federal and state tax deferments.
- d. In addition to the "pick-up" referenced in Sections (a-c) above, and notwithstanding anything to the contrary in those sections, the Board will pay two percent (2%) of each unit member's statutorily required contribution to the appropriate state retirement system.

9. Wage Increase

- a. Effective July 1, 2013, bargaining unit members who are paid according to an annual salary, or who are paid according to an hourly rate, shall receive a two and one half percent (2.5%) pay increase of their current annual salary or of their current hourly rate.
- b. Effective July 1, 2014, bargaining unit members who are paid according to an annual salary, or who are paid according to an hourly rate, shall receive a two and one half percent (2.5%) pay increase of their current annual salary or of their current hourly rate.
- c. Effective July 1, 2015, bargaining unit members who are paid according to an annual salary, or who are paid according to an hourly rate, shall receive

a two and one half percent (2.5%) pay increase of their current annual salary or of their current hourly rate.

(The Coshocton County Board of DD and the Hopewell E.A. agree that the 2.5% raise for the 2013-2014 school year shall be retroactive to July 1, 2013.)

10. Notification of Annual Salary and Hourly Rates

No later than July 15th of each year, a list of the annual salaries and hourly rates of pay for all members of the bargaining unit shall be provided to the President of the Hopewell Education Association and to the OEA Labor Relations Consultant who represents the Association. Additionally, no later than July 15th of each year, each member of the bargaining unit shall receive a written notice which states his/her annual salary or hourly rate of pay.

11. Sick Leave Incentive

From July 1 through June 30 of each fiscal year, twelve month employees who use no sick leave days will receive two (2) paid days of their wages in the pay period following July 1. Nine month employees who use no sick leave days during their scheduled work time will receive two (2) paid days of their wages in the pay period following the last day of school.

In accordance with the time periods stated in the previous paragraph, twelve month and nine month employees who only use one (1) sick leave day, will receive one (1) paid day of their wages.

C. GROUP INSURANCE

1. General

a. All full-time unit members are eligible for full insurance benefits. Bus drivers and the food service coordinator shall be considered full-time unit members. Part-time unit members are eligible for single insurance benefits, and may pay the difference for family insurance at the Board's rate. The Board selects all insurance carriers.

b. Unit members will contribute \$6.92 per pay for single health insurance coverage and \$23.08 per pay for family health insurance coverage through payroll deduction.

2. Group Life Insurance

a. The Board will provide \$25,000 group life protection for each full-time unit member of the district from a licensed carrier in the State of Ohio, which is to be one hundred percent (100%) paid by the Board. If allowed by the carrier, the unit member may purchase another \$25,000 at the Board's rate through payroll deduction at the unit member's expense. In

addition, unit members' spouses will be provided with a \$5,000 life insurance policy, and unit members' minor dependents will be provided with a \$1,000 life insurance policy.

- b. A unit member who leaves the system will no longer be covered for insurance after his/her resignation becomes effective.
- c. Unit members on leave of absence approved by the Board shall be carried on payroll records for insurance purposes, and the premiums shall be paid by the unit member at the group rate for the specified time of the leave approved by the Board.
- d. The specifications of any life insurance plan will not be changed for the duration of the contract, from the specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association.

3. Basic Hospital Surgical Insurance

- a. The Board shall purchase from an insurance carrier licensed by the State of Ohio, basic hospital surgical insurance coverage for each unit member and his/her family upon request.
- b. A unit member who leaves the system will no longer be covered for insurance after his/her resignation becomes effective.
- c. Unit members on leave of absence approved by the Board shall be carried on payroll records for insurance purposes, and the premium shall be paid by the unit member at the group rate for the specified time of the leave approved by the Board.
- d. The specifications of any insurance plan will not be changed, for the duration of the contract, from those specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association. Notwithstanding the previous sentence, effective January 1, 2014, the deductible for a single insurance plan shall be two hundred and fifty dollars (\$250.00) and the deductible for a family insurance plan shall be five hundred dollars (\$500.00).

4. Major Medical Insurance

- a. The Board will pay the premium for Major Medical for all unit members (and their dependents) who are under contract with the Board.
- b. A unit member who leaves the system will no longer be covered for insurance after his/her resignation becomes effective.

- c. Unit members on leave of absence approved by the Board shall be carried on payroll records for insurance purposes, and the premium shall be paid by the unit member at the group rate for the specified time of the leave approved by the Board.
- d. The specifications of any Major Medical plan will not be changed, for the duration of the contract, from those specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association. Notwithstanding the previous sentence, effective January 1, 2014, the deductible for a single insurance plan shall be two hundred and fifty dollars (\$250.00) and the deductible for a family insurance plan shall be five hundred dollars (\$500.00).

5. Dental Insurance

- a. The Board shall purchase group dental insurance coverage from a carrier licensed by the State of Ohio, for each unit member and his/her family.
- b. For a unit member who leaves the system, he/she will no longer be covered by insurance when the resignation becomes effective.
- c. Unit members on leave of absence approved by the Board shall be carried on payroll records for insurance purposes, and the premium shall be paid by the unit member at the group rate for the specified time of the leave approved by the Board.
- d. The specifications of any dental plan will not be changed, for the duration of the contract, from those specifications in effect at the beginning of this contract, unless mutually agreed upon by the Board and the Association.

6. Prescription Drug Insurance

The Board shall provide prescription drug insurance through an approved carrier for each unit member and his/her family. Such prescription coverage shall be subject to a \$15.00/\$25.00/\$40.00 deductible per prescription. There will also be a mail order drug plan available for ninety (90) day supplies of maintenance drugs, subject to a deductible of \$30.00/\$50.00 per prescription.

7. Vision Insurance

The Board shall purchase, at no cost to the unit member, vision insurance through an approved carrier for each unit member and his/her family. Such coverage shall include an examination, lenses, and frames every twenty-four (24) months.

8. Liability Insurance

The Board shall purchase, at no cost to unit members, liability insurance through an approved carrier licensed by the State of Ohio.

D. REIMBURSEMENT FOR APPROVED COURSEWORK

1. Purpose

The purpose of this policy is to allow coursework to become affordable to any unit member desiring to improve his/her job performance.

2. Eligibility

Any full-time unit member is eligible for reimbursement for a course taken through an accredited facility. All Adult Certification registration and courses shall be subject to the provisions of this article. In any case, the maximum allowable reimbursement for course work completed during a program year is \$1,500.00, except for a teacher pursuing courses toward a Master's degree or the Registered Nurse pursuing courses toward a Bachelor's degree or a *School Nurse Certificate, in which case the maximum reimbursement will be \$2,250.00. The Board's maximum expenditure for teachers pursuing Master's degrees and the Registered Nurse pursuing a Bachelor's degree shall be \$10,000.00 per program year. For the purpose of this section, the "Program Year" runs from September 1 through August 31. Reimbursement will be made upon proof of satisfactory completion of such coursework with a grade of "C" or better or a grade of "Pass" in a Pass/Fail course. A unit member shall remain in the employ of the Board for twelve (12) months subsequent to completion of said coursework. Failure to comply with this requirement will necessitate reimbursement to the Board.

* The \$2,250.00 reimbursement for the School Nurse Certificate is only applicable to the current bargaining unit member who is now pursuing said certificate. Any new employee, or other employee, will not be reimbursed in the future for pursuing said certificate.

3. Procedure

a. Any request for reimbursement for a course can only happen after the following procedure is followed:

(1) The course(s) must be approved by the Superintendent in advance as:

(a) A course(s) that would aid the unit member in performance of his/her daily work, and/or

- (b) A course(s) that would apply toward the employee's current certification, or to another certification or degree that is approved by the Superintendent.
- b. Before reimbursement, proof of successful completion of the course must be given to the Superintendent within ninety (90) days from when the course grade has been officially posted by the school's registrar or by other school official responsible for grade postings. Payment for approved courses shall be made by the Board within thirty (30) days after completion of the above procedure.
- c. Leaving work prior to stated employee hours, absence from required meetings, etc., for the purpose of making academic classes will be permitted at the discretion of the Superintendent. Concerns of this nature should be stated prior to enrollment in the class(es). Professional leave, personal leave, and vacation leave may be used for this purpose in accordance with the provisions of this contract.

ARTICLE VIII
JOB DESCRIPTIONS

Bus Assistant

Minimum Qualifications: American Red Cross/CPR first aid certificate.

1. Assist bus driver in the management of passengers.
2. Observe passengers' behavior(s) to detect conditions that may threaten the passengers' safety.
3. Assist the bus driver in carrying out approved behavior management plans and techniques.
4. Assist the bus driver in loading and unloading passengers based upon the individual needs of the passengers.
5. Assist the substitute bus driver in locating residences on the designated bus route.
6. Responsible for trip papers.
7. Perform related duties during normal work hours as requested by the administration.
8. Maintain a working relationship with staff, parents, enrollees and the public.
9. Maintain professional ethics in keeping with the confidentiality of information and materials.
10. Must have a valid driver's license and be able to use own vehicle for transport.
11. Must pass an annual physical.

Bus Driver

Minimum Qualifications: Commercial Drivers License with a Bus Driver endorsement.

1. Provide safe transportation for the Board programs, and be responsible for the welfare of the passengers and equipment.
2. Abide by all rules and regulations set forth in federal or state law or Ohio Administrative Code regulation.
3. Transport enrollees from their home to the school or industries in the morning and back to home in the afternoon.
4. Transport enrollees to specially assigned field trips when advance notice and necessary plans are completed.
5. Advise the Superintendent and/or Workshop Director of any and all problems that may arise with the enrollees or the bus.
6. Responsible for direct supervision of all passengers, enrollees, and staff during transportation times.
7. Maintain a clean and well-cared for bus, interior and exterior.
8. Maintain records on forms provided for mileage, gasoline, maintenance, etc.
9. Maintain a working relationship with fellow staff members, outside agencies, residential facilities and other professionals in order to facilitate continuity of programming.
10. Maintain professional ethics in keeping with the confidentiality of information and materials with which he/she will come in contact.
11. Attend those conferences, workshops, seminars and meetings as requested by the administration in order to enhance professional growth.
12. Perform job-related duties, during work hours, as requested by the administration.
13. Must have a valid driver's license and be able to use own vehicle for transport.
14. Must pass an annual physical.

Custodian

Minimum Qualifications:

1. Ability to read and comprehend instructions and blueprints
2. Ability to perform simple math

Hours: Flexible

1. Carry out a daily routine of cleaning inside the school building.
2. Dispense supplies at the school.
3. Carry out a routine of buffing, stripping, and waxing floors.
4. Summer cleaning.
5. Set up school for school-related meetings or school-related special events.
6. Supervise activities of enrollees/assistants.
7. Maintain a working relationship with staff, enrollees and the public.
8. Maintain professional ethics in keeping with the confidentiality of information and materials.
9. Mow and maintain grounds.
10. Minor building maintenance.
11. Perform job-related duties, during work hours, as requested by the administration.
12. Must have a valid driver's license and be able to use own vehicle for transport.

Food Service Coordinator

Minimum Qualifications: Knowledge of health and safety rules pertaining to food service; knowledge of food preparation equipment, appliances, and utensils; ability to perform simple math; ability to safely operate a food transportation vehicle; ability to work with people.

Hours: Normally, 8:30 - 2:00 (the number of hours is flexible based upon need)

1. Bring prepared meals over from the Coshocton County Career Center, set up and serve meals to enrollees and staff.
2. Return pots, pans, and other utensils to the Coshocton County Career Center.
3. Be responsible for the hygienic cleanliness of utensils, kitchen area, and related equipment.
4. Order, inventory and store all supplies necessary for the lunch and snack program.
5. Supervise the training activities of those enrollees placed under his/her supervision.
6. Maintain a working relationship with staff and the public.
7. Maintain professional ethics in keeping with the confidentiality of information and materials.
8. Perform job-related duties, during work hours, as requested by the administration.
9. Act as job coach doing enrollee supervision and training.
10. Do laundry (clothing protectors, towels).
11. Prepare cafeteria for inspections by outside agencies.
12. Must have a valid driver's license and be able to use own vehicle for transport.
13. Collect and deposit all lunch program monies and keep records of enrollee and staff accounts for the lunch program.
14. Phone in the lunch count to Coshocton County Career Center.

Instructor

Minimum Qualifications: BA plus certification in teaching area or ability to obtain such certification/licensure per ODE rules/regulations.

1. Administer evaluative instruments and informal assessments to each enrollee under his/her instruction in order to determine individual needs.
2. Plan, coordinate, and develop an Individual Education Plan, based on accepted evaluative procedures for each enrollee under his/her instruction at the time of initial placement and as scheduled thereafter. Transition plan as appropriate.
3. Develop daily lesson plans that cover those goals and objectives specified in current IEP as well as other appropriate classroom activities.
4. Plan and develop materials for classroom use appropriate for the development of goals and objectives specified in IEP.
5. Instruct enrollees in the areas included in the enrollee's IEP.
6. Plan, coordinate, document, and implement behavior management programs when appropriate, and as approved by the Superintendent/Behavior Management Committee.
7. Document enrollee progress as necessary.
8. Plan and assist with direct care to individual enrollees as necessitated by their handicap.
9. Familiarize the classroom assistant with the daily lesson plans and those areas where assistance is needed.
10. Load and unload enrollees from buses.
11. Supervise volunteers as requested by Superintendent.
12. Attempt to maintain a cooperative relationship with the family of each enrollee under his/her instruction.
13. Maintain a working relationship with fellow instructors, specialists, ancillary professionals, local school district officials, school administration, and county agencies in order to facilitate continuity of programming.
14. Attend, during school hours, those conferences, workshops, seminars, and meetings related to the program, in order to enhance professional growth, as requested by Superintendent.

15. Maintain professional ethics in keeping with the confidentiality of information and materials.
16. Perform job-related duties, during work hours, as requested by the administration.
17. Must have a valid driver's license and be able to use own vehicle for transport.

Instructor - Preschool

Minimum Qualifications: BA plus Department of Education Certificate of License with Early Childhood Education Validation. In-service training as required for unit licensure.

1. Administer evaluative instruments and informal assessments to each enrollee under his/her instruction in order to determine individual needs.
2. Plan, coordinate, and develop an Individual Education Plan, based on accepted evaluative procedures for each enrollee under his/her instruction at the time of initial placement and prior to the beginning of each school year thereafter.
3. Develop appropriate early childhood activities.
4. Plan and develop materials for classroom use appropriate for the development of goals and objectives specified in IEP.
5. Instruct enrollees in the areas included in the enrollee's IEP.
6. Plan, coordinate, document, and implement behavior management programs when appropriate, and as approved by the Superintendent/Behavior Management Committee.
7. Document enrollee progress as necessary.
8. Plan and assist with direct care to individual enrollees as necessitated by their handicap.
9. Familiarize the classroom assistant with the daily lesson plans and those areas where assistance is needed.
10. Load and unload enrollees from buses.
11. Supervise volunteers as requested by Superintendent.
12. Attempt to maintain a cooperative relationship with the family of each enrollee under his/her instruction.
13. Maintain a working relationship with fellow instructors, specialists, ancillary professionals, local school district officials, and school administration in order to facilitate continuity of programming.
14. Attend, during school hours, those conferences, workshops, seminars, and meetings related to the program, in order to enhance professional growth, as requested by Superintendent.

15. Maintain professional ethics in keeping with the confidentiality of information and materials.
16. For pre-school teachers, assist in compliance with licensing procedures.
17. Perform job-related duties, during work hours, as requested by the administration.
18. Must have a valid driver's license and be able to use own vehicle for transport.

Instructor Assistant

Minimum Qualifications: High School Diploma and Education Aide Permit. Ability to obtain a paraprofessional certification.

1. Distribute parent/school correspondence.
2. Keep daily attendance records.
3. Collect and record monies for the daily lunch count and other activities related to the classroom.
4. Load and unload enrollees from buses.
5. Assist the classroom teacher in making and reproducing of classroom materials according to the plans developed by the classroom teacher.
6. Instruct enrollees according to plans laid out by the classroom teacher in order to enable the teacher to work individually or in small groups with the remainder of the class.
7. Instruct enrollees requiring individual assistance as specified in the daily lesson plans.
8. Instruct enrollees during the teacher's 45 minute break period as specified by instructor/lesson plans.
9. Maintain discipline in the classroom and other areas according to the manner instituted by the classroom teacher and approved by Superintendent/Behavior Management Committee.
10. Assist the classroom teacher in the keeping of accurate records.
11. Share responsibilities with the direct care of individual enrollees as necessitated by their handicap. Be able to operate therapy equipment and be responsible for feeding enrollees and assisting with their hygiene needs.
12. Attend, during school hours, those conferences, workshops, seminars, and meetings related to the program, in order to enhance professional growth, as requested by the Superintendent.
13. Maintain professional ethics in keeping with the confidentiality of information and material.
14. Perform job-related duties, during work hours, as requested by the administration.

15. Maintain a working relationship with fellow assistants, instructors, specialists, ancillary professionals, local school officials, and school administration in order to facilitate continuity of programming.
16. Must have a valid driver's license and be able to use own vehicle for transport.
17. Acquire necessary training and experience needed to assist the classroom teacher with necessary classroom technologies as they directly correlate to the student's learning.
18. Receive training from the Coshocton County Board of DD's RN in order to become a delegated nurse on an as needed basis.

Job Developer

Minimum Qualifications: Adult Services Registration

Hours: Hours to be flexible.

1. Develops job opportunities in accordance with the person's wishes as delineated in their personal plan.
2. Contacts employers within the community to develop potential job placements for persons with disabilities.
3. Works closely with training staff to help meet expectations of the employer and the demands of the job.
4. Works with individuals and employers to train or job coach an individual on a new job or when an individual needs additional training to maintain employment.
5. Able to effectively and efficiently evaluate an individual's employment capabilities and make recommendations for improvement.
6. Plan, coordinate, develop, and implement a job placement plan, individual service strategies, and on-the-job training opportunities.
7. Collaborates with service and support department, schools, teachers, employers, state and county agencies, and adult services department.
8. Orientate individuals into community employment process, including maintaining files, completing intakes, compiling and submitting documentation.
9. Write and submit reports in a timely manner that convey an individual's abilities, limitations, and recommendations regarding employment; follow documenting procedures, writes goals that match an individual's needs.
10. Attend at least one approved training per year that focuses on community employment services/employment readiness.
11. Maintains confidentiality consistent with Board policy.
12. Performs other duties, as assigned by supervisor.
13. Must have a valid driver's license and be able to use own vehicle for transport.

Speech and Language Professional

Minimum Qualifications: Department of Education Certificate for Speech and Hearing Therapy. Maintain State License and Ohio Department of Education Certificate or License. Maintain in-service hours as required for Early Intervention.

1. Administer evaluative instruments and informal assessments to each enrollee under his/her instruction in order to determine individual needs.
2. Develop and coordinate Individual Education Plans, I.F.S.P., I.P., and Transition Plan goals and objectives for the area of language, based on accepted evaluative procedures for each enrollee under his/her instruction at the time of initial placement and prior to the beginning of each school year thereafter.
3. Cooperatively develop a daily schedule with the classroom teacher and other necessary staff members.
4. Work with enrollees individually, in small groups and large groups as necessitated by the enrollee's handicap, goals, and objectives.
5. Plan and develop materials for therapy use appropriate for the development of goals/objectives stated in the enrollee's IEP where appropriate.
6. Instruct enrollees in the areas of expressive/receptive language, communication, oral-motor facilitation, and/or articulation skills as determined by individual evaluations and needs.
7. Set up programs and alternative assistive communication systems in conjunction with the classroom teacher and other necessary staff members; communicate enrollee goals and staff participation needs.
8. Assist classroom teachers on planning and implementing behavior management programs when appropriate.
9. Plan and implement accurate training records as necessary to document enrollee progress, evaluation, reporting and program billing.
10. Assist with the direct care of individual enrollees as requested by the Superintendent.
11. Load and unload enrollees from buses.
12. Attempt to maintain a cooperative relationship with the family of each enrollee under his/her instruction.
13. Maintain a working relationship with fellow specialists, instructors, ancillary professionals, local school district officials, school administration, and county agencies in order to facilitate continuity of programming.

14. Supervise volunteers as requested by Superintendent.
15. Attend, during school hours, those conferences, workshops, seminars, and meetings related to the program in order to enhance professional growth as requested by the Superintendent.
16. Maintain professional ethics in keeping with the confidentiality of information and materials.
17. Perform job-related duties, during work hours, as requested by the administration.
18. Must have a valid driver's license and be able to use own vehicle for transport.

Physical Development Specialist

Minimum Qualifications: Current certificate from the Department of Education and MSPR or Adapted Physical Education Validation. Maintain in-service hours as required for Early Intervention.

1. Administer evaluative instruments and informal assessments to each enrollee under his/her instruction in order to determine individual needs.
2. Cooperatively develop a daily schedule with the classroom teacher and other necessary staff members.
3. Work with enrollees individually, in small groups, and large groups as necessitated by the enrollee's handicap, goals, and objectives.
4. Develop daily lesson plans or similar format to show evidence of daily planning that cover those areas set down on the IEP and other group activities.
5. Plan and develop materials for therapy use appropriate for the development of goals/objectives stated in the enrollee's IEP.
6. Instruct enrollees in the areas of physical development, gross motor skills, and leisure skills as stated on the IEP.
7. Set up programs in conjunction with the physical therapist, occupational therapist, and classroom teacher; communicate student goals and staff participation needs.
8. Assist classroom teachers in planning and implementing behavior management programs when appropriate.
9. Plan and implement accurate records as necessary to document enrollee progress.
10. Assist with the direct care of individual enrollees as requested by the Superintendent.
11. Load and unload enrollees from buses.
12. Attempt to maintain a cooperative relationship with the family of each enrollee under his/her instruction.
13. Maintain a working relationship with fellow specialists, instructors, ancillary professionals, local school district officials, and school administration in order to facilitate continuity of programming.
14. Supervise volunteers as requested by Superintendent.

15. Attend, during school hours, those conferences, workshops, seminars, and meetings related to the program in order to enhance professional growth as requested by the Superintendent.
16. Maintain professional ethics in keeping with the confidentiality of information and materials.
17. Perform job-related duties, during work hours, as requested by the administration.
18. Must have a valid driver's license and be able to use own vehicle for transport.

Physical Therapy Assistant

Minimum Qualifications: Degree in Physical Therapy Assisting from an accredited school. Must be licensed by the State of Ohio. Physical demands: lifting and carrying equipment, patients, supplies/materials. Moderate reaching, stooping, bending, and pushing.

Hours: By mutual agreement/ 1106 hours

1. Carries out physical therapy patient care programs or portions thereof as planned by and with supervision of therapist.
2. Follows established procedures and observes safety precautions in the application and use of heat, cold, light, water, sound and massage.
3. Administers procedures as planned by the Therapist and ordered by the patient's/enrollee's physician.
4. Directs and aids patients in active and passive exercise, muscle re-education, gait and functional training, utilization of pulleys and weights and specialized exercise programs.
5. Cares for braces, prosthesis, bandages and adaptive equipment. Assist patient in the use and application of such equipment.
6. Observes, records and reports to the Therapist the patient's condition, reactions and responses to treatments.
7. Acts as assistant to the Therapist when performing tests, evaluations and complete treatment procedures. May record test results as directed.
8. Participates in clerical activities. Assists with maintenance of supplies and equipment.
9. Meets position requirements within the established standards, policies and procedures of the Board and the Ohio Department of DD.
10. Maintains complete and accurate records of services consistent with Medicaid and related standards.
11. Maintain a working relationship with fellow specialists, instructors, ancillary professionals, local school district officials, and school administration in order to facilitate continuity of programming.
12. Supervise volunteers as requested by the Superintendent.
13. Attend, during school hours, those conferences, workshops, seminars and meetings related to the program in order to enhance professional growth as requested by the Superintendent.

14. Maintain professional ethics in keeping with the confidentiality of information and materials.
15. Perform job-related duties, during work hours, as requested by the administration.
16. Must have a valid driver's license and be able to use own vehicle for transport.

Occupational Therapy Assistant (school-based practice)

Special Requirements: Initial certification as an occupational therapist assistant by the National Board for Certification of Occupational Therapy (NBCOT). Current license as an occupational therapist assistant by the Ohio Board of Occupational Therapy.

Hours: By mutual agreement/ 1215 hours

1. May contribute to the occupational therapist's evaluation of student's abilities through a variety of functional, behavioral, and standardized assessments, data collection, checklists, and interviews with family, student and educational personnel, and observations once competency has been demonstrated.
2. May contribute to the occupational therapist's development of individualized intervention plans.
3. Based on the intervention plan selects and implements therapeutic interventions to enhance student performance in areas of occupation, safety, and social participation within the school environment.
4. Based on the intervention plan modifies environment including equipment, materials, devices, and adapts processes including the application of ergonomic principles.
5. Explains intervention techniques to student, parents, and educational personnel.
6. Continuously monitors through observation and consultation student progress and the effect of intervention and need for continuation, modification, or termination. Communicates this information to the occupational therapist.
7. Documents occupational therapy intervention services and maintains administrative records in accordance with state guidelines, school policy, and reimbursement standards.
8. Participates in multi-disciplinary team meetings to communicate student progress.
9. Maintains, organizes, and prioritizes workload and treatment environments including inventories.
10. Uses professional literature to make informed practice decisions.
11. Uses good time management skills.
12. Maintains valid driver's license and is able to use own vehicle for travel.

Licensed Practical Nurse

Minimum Qualifications: (1) Must hold valid license from State of Ohio Nursing Board for LPN, (2) must be able to meet certification requirements; (3) must have valid driver's license and be able to use own vehicle for transport.

Hours: Normally a minimum of 9:00 – 2:30 or flexible as needed for 9 months per year, but may be on an as needed basis.

1. Acting on physician's orders, follows procedures for the dispensing of medication (oral, topical, rectal and injections); maintains medication accountability records; maintains medication equipment and supplies; performs skilled nursing procedures (e.g. applies and changes sterile dressings, catheterizes, provides in-service to staff, first aid, etc.)
2. Performs screenings such as blood pressure, communicable and nuisance diseases; makes referrals, etc.
3. Maintains records and reports (reports to physicians); maintains first aid supplies. Coordinates schedule with other nursing staff.
4. Assists with development of health-related policies and revisions of current policies.
5. Investigates staff and student incidents/accidents; provides preventive health care services (e.g., head lice screenings and health counseling).
6. Participates as a member of the interdisciplinary team working with other professional staff in assessing, developing, implementing, evaluating, and modifying the Individual Education Plan/Individual Plan, in accordance with DODD/Medicaid guidelines.
7. Acts as liaison between patients and community and state health care providers, refers patients to appropriate resources for health care. Acts as a resource to health, safety and medical areas (nutrition, fitness and hygiene) regarding enrollees.
8. Assists with gastric feedings and other consumer services, as required.
9. Orders materials and equipment, maintains first aid supplies.
10. Must be available, as needed, for emergency response during work hours.
11. Works under supervision of RN.
12. Maintains a working relationship with fellow staff members, outside agencies, residential facilities and other professionals in order to facilitate continuity of programming.
13. Maintains professional ethics in keeping with the confidentiality of information and materials with which he/she will come in contact.

14. Attend those conferences, workshops, seminars and meetings as requested by the administration in order to enhance professional growth.
15. Perform job-related duties, during work hours, as requested by the administration.
16. Must have a valid driver's license and be able to use own vehicle for transport.

Program Nurse

Minimum Qualifications: (1) Must hold valid license from State of Ohio Nursing Board for RN, and from ODE; (2) must be able to meet certification requirements; (3) must have valid driver's license and be able to use own vehicle for transport.

Hours: Minimum work hours of the program nurse are 1240 per year, verified by biweekly timesheets.

1. Acting on physician's orders, follows procedures for the dispensing of medication (oral, topical, rectal, and injections); maintains medication accountability records; maintains medication equipment and supplies; performs skilled nursing procedures (e.g., applies and changes sterile dressings, catheterizes, provides in-service to staff, first aid, etc.)
2. Performs screenings such as blood pressure, communicable and nuisance diseases; makes referrals, etc. Sets up yearly vision and dental screenings with local doctors.
3. Maintains records and reports (reports to physicians); maintains first aid supplies. Coordinates schedule with other nursing staff.
4. Assists with development of health-related policies and revisions of current policies.
5. Investigates staff and student incidents/accidents; provides preventive health care services (e.g., head lice screenings and health counseling).
6. Participates as a member of the interdisciplinary team working with other professional staff in assessing, developing, implementing, evaluating, and modifying the Individual Education Plan/Individual Plan, in accordance with habilitation center guidelines.
7. Acts as liaison between patients and community and state health care providers, refers patients to appropriate resources for health care. Acts as a resource to health, safety and medical areas (nutrition, fitness and hygiene) regarding enrollees.
8. Assists with gastric feedings and other consumer services, as required.
9. Orders materials and equipment, maintains first aid supplies.
10. Coordinates blood-borne pathogens training and OSHA related in-services.
11. Coordinates assignment, training, monitoring and record keeping for delegated nursing.
12. Must be available, as needed, for emergency response during work hours.
13. Performs quality assurance checks in all group homes.
14. Other related duties.
15. Must have a valid driver's license and be able to use own vehicle for transport.

Early Intervention Specialist

Minimum Qualifications: Completion of a BA/BS Degree in psychology, sociology, education, nursing or other related field and the ability to obtain the coursework needed for DD Early Intervention Specialist certification. Prefer someone with at least two years experience working with children birth to age three with or without disabilities and their families. Must have a valid OH Driver's License and be able to transport self to home visits

Hours: Full-time 37.5 hrs per week, 12 month position, hours 8-4 with ability to be available evenings and weekends. 241 days per year.

Primary Function:

Develops and implements early intervention programs based on current research for Part C eligible children and families within the natural environments including home/child care/or other natural settings.

Nature of Work:

The Early Intervention Specialist is an early childhood professional with a constantly evolving knowledge of typical and atypical development; understands the significant theories, general concepts and processes of human development; and applies the fundamental principles of development in designing strategies that positively impact the current and future life of the child by integrating learning within the child's daily routine. Assist with eligibility determination and re-determination for Part C in conjunction with child's support team using an evidence-based evaluation tool, observation, and understanding family's resources, priorities and concerns. The EIS will provide on-going assessment of Part C eligible children to determine current level of functioning in order to assist the family/care providers and Help Me Grow/HMG Service Coordinator(s) with developing family-driven outcomes and strategies on the Individual Family Service Plan (IFSP). Expand knowledge of current best practice in child development 0-3, family-centered practices and implementation by review of literature, attending professional development seminars and sharing with colleagues.

Training of Family/Primary Caregivers to Promote Child Growth and Development:

Demonstrates knowledge of and uses research based curriculum, and follows national best practice early intervention guidelines to support families in meeting their desired outcomes for their child. Uses modeling, coaching with family/care providers in natural environments to strengthen and maximize their effectiveness to promote child's overall growth and development. Designs interventions that promote the child's acquisition of skills with family and team to occur in the natural environments/everyday routine. Promotes the family/caregiver to assist their child's acquisitions of skills in a variety of developmental areas, including cognitive processes, motor, language, early literacy and social emotional. Helps family/caregiver promote a safe and positive learning environment for children. Views families as equal partners in the decision-making process and incorporates each family's knowledge of the child. Communicates with family and child in a respectful, developmentally appropriate and positive manner at all times. Effectively gathers information from discussion with family, observation of parent/child interactions, assessment tool and other team members to develop an on-going assessment. Works with family and HMG Service Coordinator(s) to identify community supports and services. Understands the preschool transition process, and works with the family/care provider,

the Local School District Representative, HMG Service Coordinator(s) and other team members to facilitate a smooth transition between Early Intervention and Preschool Services.

Unusual Working Conditions: As a salaried employee, expected to work flexible hours to accommodate family's schedules; spend time beyond the usual workday to attend program meetings, special events, and for planning and preparation. Must be comfortable meeting families in their homes or other natural environments. May deal with children with behavioral and medical needs (e.g. seizures, g-tubes).

Essential Characteristics:

1. Willing to participate in programs, activities, and projects.
2. Must maintain confidential information.
3. Dependable/reliable-maintain good attendance and punctuality.
4. Positive interaction skills-effective team player.
5. Self-motivated and able to function effectively with limited supervision.
6. Effective communication skills, both verbal and written-including computer skills.
7. Maintains a professional appearance/presents self in a professional manner.

Date of Revised Description: 10/5/2012

Employee Signature

Date

Superintendent Signature

Date

Employment Specialist

Minimum Qualification: Associate's Degree in Related Field, Adult Service Registration

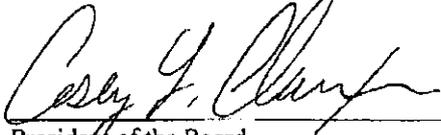
Hours: Hours to be flexible

1. Promotes and develops assessment, employment, and on-the-job training opportunities for individuals; assists employers in revising job tasks and creating accommodations to promote and maintain employment.
2. Uses Customized Employment techniques to develop business interests and entrepreneurial opportunities for individuals.
3. Initiates and maintains ongoing contacts with businesses and job placement/training agencies to develop opportunities for job placement; explains the benefits and employment support services provided by CES to employers, including addressing employer's special needs.
4. Demonstrates to employers the effectiveness and profitability of employing individuals by identifying jobs that the workers could perform, creates new positions using job carving/sculpting techniques, develops natural supports at the job site.
5. Markets programs and coordinates job resource bank; assists in developing flyers, brochures and other methods to advertise job placement activities; coordinates and distributes information and materials to businesses and agencies.
6. Provides job coaching on and off site for individuals; performs supported employment services as requested by individuals and employers.
7. Works with individuals, employers, job coaches, other agencies to coordinate services and meet outcomes as requested by an individual's team.
8. May assign work and provide technical direction to individuals and community employment staff in regards to completing a work assessment in accordance to agency and employer's expectations.
9. Monitors individual's performance on the job and counsels individuals when job performance is not satisfactory; works with individuals to improve job performance and gain necessary job skills or reviews other employment options.
10. May drive participants to interviews, job fairs, and other employment related events.
11. Write and submit reports in a timely manner that convey an individual's abilities, limitations, and recommendations regarding employment; follow documenting procedures, writes goals and outcomes that match an individual's needs.

12. Attend at least one approved training per year that focuses on community employment services/employment readiness.
13. Maintains confidentiality consistent with Board policy.
14. Performs other duties, as assigned by supervisor.
15. Must have valid driver's license and be able to use own vehicle for transport.

ARTICLE IX
DURATION

- A. This Master Agreement shall be in full force and effect from 12:01 A.M., July 1, 2013 through midnight on June 30, 2016. The parties may reopen this Master Agreement by mutual agreement on salary and benefit only, provided the membership of the Hopewell Education Association has voted to reopen by a major vote of its membership at a membership meeting scheduled in accordance with its Constitution and By-Laws. In the event the parties do reopen negotiations on salary and benefits there shall be a negotiations period of not more than thirty (30) days from the initial bargaining session. If the parties are unable to reach a tentative agreement on said items within the specified time period, then all provisions of this Agreement, including salary and benefits, shall remain unchanged for the duration of the Agreement.
- B. If either party desires to negotiate a successor to this contract, that party shall give written notice to the other party in accordance with Section 4117 of the Ohio Revised Code.
- C. By affixing our signatures, we affirm that our respective parties have taken necessary action to enter into this contract.



President of the Board

Date 1-22-14

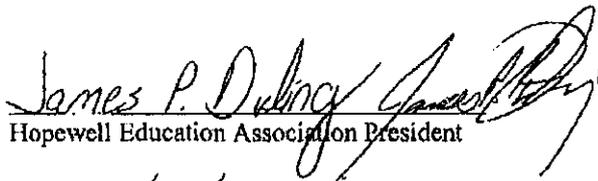


Superintendent

Date 1-17-14

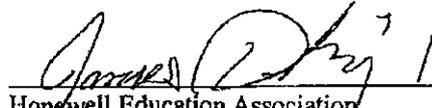
Attorney and Chief Negotiator

Date _____



Hopewell Education Association President

Date 1/17/14



Hopewell Education Association
Bargaining Chairperson

Date 1/17/14



OEA Labor Relations Consultant

Date 2/14/14

**MEMORANDUM OF UNDERSTANDING
REGARDING
JOB EVALUATION**

A Job Evaluation Committee of labor and management will convene to review, reevaluate and redesign a mutually agreed upon evaluation for improved professional growth and quality management. Representatives from labor will be selected by HEA and representatives from management will be selected by the Superintendent.

GRIEVANCE REPORT FORM

Grievance No. _____

Date of Informal Level One Discussion

Name of Grievant

Building

LEVEL TWO

(Submitted to Immediate Supervisor)

A. Date Grievant Knew or Should Have Become Aware of Alleged Infraction:

B. Section(s) of the Master Agreement allegedly violated:

C. Statement of Grievance (specific allegations):

D. Relief Sought:

Signature of Grievant

Date Given to Supervisor

Disposition by Supervisor:

Signature of Immediate Supervisor

Date of Disposition

Signature of Grievant

Date Received From Supervisor

Signature of Grievant

Date Submitted to Superintendent

LEVEL THREE
(Submitted to Superintendent)

Disposition by Superintendent: _____

Signature of Superintendent

Date of Disposition

Signature of Grievant

Date Rec'd. from Superintendent

LEVEL FOUR

(Submitted through Superintendent to DD Board or to FMCS Mediation)

Disposition by DD Board: _____

Signature of Board Representative

Date of Disposition

Signature of Grievant

Date Rec'd. from Board Representative

LEVEL FIVE

(Submitted to Arbitration)

Signature of Association
President or his/her designee

Date

Signature of Superintendent

Date Received

(Additional statements may be attached.)

SALARY PLACEMENT SCHEDULES

The purpose of the Salary Placement Schedule is to determine the annual salary, or hourly rate, for newly-hired employees as well as for those current employees who transfer from one bargaining unit position to another.

A. Newly-Hired Employees

Newly-hired employees shall be given by the Superintendent up to ten (10) years of credit for previous work experience with verification from a previous employer. Salary placement shall be determined as follows:

1. A newly-hired Instructor's salary shall be determined on the INSTRUCTOR schedule by first identifying the employee's years of previous work experience number which is listed in the YEARS column, and also identifying their appropriate higher education degree which is either the BA or MA column (see Appendix C – Section C). The employee's salary is then found in the appropriate degree column directly across from the previously determined years of experience number.
2. The wages of all other new-hired employees shall be determined as follows:
 - (a) First, the employee's position is identified from one of those listed in the Position column on either the HOURLY EMPLOYEES or the SALARIED EMPLOYEES wage schedules (see Appendix C – Section D, 1 or D, 2). Once the employee's position has been identified, his/her hourly wage rate can be found listed in the Hourly Rate column directly across from that position.
 - (b) Next, the employee's years of experience number shall be identified in the YEARS column on the HOURLY AND SALARIED EMPLOYEES PLACEMENT INDEX schedule (see Appendix C – Section D,3). Finally, to determine the employee's hourly wage/salary, the amount of money listed in the RATE column, directly across from the years of experience number, shall be added to the hourly rate determined in (a) above.

B. Transfer of Existing Employees

Existing employees who transfer to an Instructor position will be placed at Step 0 on the Instructor section of the Salary Placement Schedule unless they have previous certificate/licensed teaching experience (see Appendix C – Section C for this schedule). All other existing employees who transfer to a new job classification position will be given fifteen cents (\$0.15) per hour up to twenty (20) years on the listed rates for each year of service on either the Hourly Employees or Salaried Employees sections of the Salary Placement Schedule (see Appendix C – Section D, 1 and Section D, 2 for these schedules).

APPENDIX "C"

No employee moving from position to position will lose their program seniority and years of service for benefit purposes. In addition, no annual salary or hourly rate shall be paid below any state minimum salary or hourly rate provided for under Ohio law or regulations.

C. INSTRUCTOR

YEARS	BA	MA
0	28,740	32,049
1	29,834	33,398
2	30,929	34,747
3	32,024	36,097
4	33,118	37,446
5	34,213	38,795
6	35,307	40,144
7	36,402	41,493
8	37,497	42,842
9	38,622	44,127
10	39,781	45,451

D. SALARY PLACEMENT SCHEDULES FOR NON-INSTRUCTORS

1. *HOURLY EMPLOYEES

<u>Position</u>	<u>Hourly Rate</u>
Bus Assistant	\$ 7.85 (\$7.95 as of 1/01/14)
Bus Driver	12.53
Custodian	10.97
Food Service Coordinator	7.93
Licensed Nurse	15.98
Program Nurse	16.30

*No Hourly Employee shall be paid below the federal minimum hourly rate.

2. *SALARIED EMPLOYEES

<u>Position</u>	<u>Wages</u>	<u>Hourly Rate</u>
Instructor Assistant	\$13,548.00	\$11.09
Physical Therapy Asst.	22,625.00	20.46
Job Developer	20,232.00	11.99
Employment Specialist	24,000.00	14.23

*No Salaried Employee shall be paid below the federal minimum hourly rate.

3. HOURLY AND SALARIED EMPLOYEES PLACEMENT INDEX

YEARS	RATE
0	\$0.00
1	0.15
2	0.30
3	0.45
4	0.60
5	0.75
6	0.90
7	1.05
8	1.20
9	1.35
10	1.50

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding is made on this 27 day of March, 2013 by and between the COSHOCTON COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, hereinafter "BOARD", and the HOPEWELL EDUCATION ASSOCIATION OEA/NEA LOCAL, hereinafter "ASSOCIATION", and certain individuals listed in paragraph number 1 who have signed this Memorandum, in order to set forth additional terms and conditions to the current Master Agreement for members of the bargaining unit who will be affected by a Reduction In Force effective March 27, 2013, through June 30, 2013, hereinafter "RIF".

WHEREAS, the BOARD intends to eliminate its Adult Services Program which will in turn cause a RIF of bargaining unit members, and

WHEREAS, the BOARD and the ASSOCIATION have already agreed to provisions in the current Master Agreement which provide members of the bargaining unit certain rights when a reduction in force occurs; and

WHEREAS, the BOARD is willing to provide additional rights, and also wants to apply limited restrictions, to certain members of the bargaining unit who will be affected by the RIF effective March 27, 2013, through June 30, 2013;

NOW, THEREFORE, BE IT RESOLVED, that the BOARD and the ASSOCIATION mutually agree that:

APPENDIX "D"

1. The positions held by Nicholas Brunnegraff, Constance Carnes, Robert Chaney, Mona Eick, Deanna Guilliams, Dave McCarty, Randy Stull and Terry Williams, will be eliminated due to a RIF effective March 27, 2013, through June 30, 2013.

2. Notwithstanding paragraph number 1 in this Memorandum of Understanding, Constance Carnes and Mona Eick shall have the option of not being laid off and instead they may be retained in the employ of the Board until they reach thirty (30) years of PERS service, provided they agree to retire upon obtaining their thirty (30) years of PERS service. The offer by the BOARD for said employees to work until they reach thirty (30) years of PERS service does not preclude it from administering to them, if necessary, any of the disciplinary actions listed under Article IV, Section F, 4, 1, (c) of the current Master Agreement.

3. If Constance Carnes and Mona Eick agree not to be laid off but instead decide to remain employees of the BOARD, they shall be reassigned to different bargaining unit positions that will not be subject to the posting and voluntary transfer provisions in Article VI of the current Master Agreement. Said positions may include working for other developmental disabilities providers during their remaining employment with the BOARD. During all times, whether working for the BOARD or working for other providers, Ms. Carnes and Ms. Eick will remain in the bargaining unit and employees of the BOARD and shall retain their salary and insurance benefits, and all other rights and privileges afforded to them in the Master Agreement, except for the following modifications:

APPENDIX "D"

- a) Ms. Carnes and Ms. Eick shall be entitled to any future salary increases, as per Article VII of the Master Agreement that are negotiated by the Hopewell Education Association, whether they are assigned to positions that require work directly for the BOARD, or are assigned to work for providers other than the BOARD
 - b) During their remaining employment with the BOARD Ms. Carnes and Ms. Eick shall not be permitted, as per Article VI of the current Master Agreement, to exercise their voluntary transfer rights to other positions in the bargaining unit, nor shall they be allowed to exercise their right to displace less senior bargaining unit members during the current RIF, or during any future reductions in force unless their positions are eliminated.
4. If any bargaining unit member listed in paragraph number 1 of this Memorandum of Understanding submits a letter of resignation to the BOARD on or before June 30, 2013, he/she shall be compensated a total of one thousand dollars (\$1,000.00) for each year of his/her employment service with the BOARD. However, if any bargaining unit member listed in paragraph 1 of this Memorandum of Understanding remains an employee of the BOARD due to exercising his/her reduction in force displacement rights, or due to being reassigned to a new position, then he/she shall not be entitled to receive such compensation.
5. Bargaining unit members, who are laid off before June 30, 2013, may choose to be placed, in accordance with Article VI, Section B of the current Master Agreement, on the recall list from the day they are laid off until June 30, 2013. Individuals, who choose this option, shall not receive the one thousand dollars

(\$1,000.00) for each year of employment service with the BOARD unless they resign their employment on or before June 30, 2013. However should said individuals choose not to resign their employment, but choose rather to remain on the contractual recall list beyond June 30, 2013 they shall not be entitled to receive said compensation.

6. Bargaining unit members, who are not laid off until June, 30, 2013, and who choose not to resign their employment by said date but rather choose to be placed on the recall list in accordance with Article VI, Section B of the current Master Agreement, shall not be entitled to receive the one thousand dollars (\$1,000.00) for each year of employment service with the BOARD.

7. If any of the bargaining unit members listed in paragraph number 1 of this Memorandum of Understanding resign their employment with the BOARD on or before June 30, 2013, or are laid off due to the RIF, they shall be provided insurance coverage under the provisions in Article VII, Section C, of the Master Agreement for a period of ninety (90) days from the time they either leave the employ of the BOARD, or are laid off. If said members obtain other employment during this ninety (90) day period, which offers them insurance coverage that they take, then the BOARD will not be obligated to provide them insurance coverage under Article VII during said period. Any bargaining unit members who resign their employment with the BOARD as a result of the RIF shall be entitled to exercise their rights under the COBRA law.

8. If any of the bargaining unit members listed in paragraph number 1 of this Memorandum of Understanding resign their employment with the BOARD on or before June 30, 2013, or are laid off due to the RIF, they shall be entitled to receive their accrued vacation pay. Said unit members will not be compensated for any accrued personal leave but are entitled to take such leave before they resign or are laid off.

9. Constance Carnes and Mona Eick have had an opportunity to review the terms of this Memorandum of Understanding and that by signing it they agree to forfeit their rights to file civil actions, grievances, or Unfair Labor Practice charges against the BOARD and/or the ASSOCIATION, or against any of their agents in regard to any of the terms contained herein.

10. Nothing in this Memorandum of Understanding shall be construed by the BOARD and/or by the ASSOCIATION as setting any precedents by either party, now or in the future, with respect to the interpretation of any provisions of the Master Agreement between the parties.

11. Nothing in this Memorandum of Understanding shall be construed by the BOARD and/or by the ASSOCIATION as an addition, modification or deletion to the language in any of the provisions of the current Master Agreement between the parties. However, for this RIF if any provisions in this Memorandum of

APPENDIX "D"

Understanding conflict with certain provisions in the current Master Agreement
then those conflicting provisions in this Memorandum shall prevail over them.

FOR THE BOARD

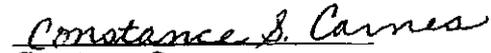

Board President

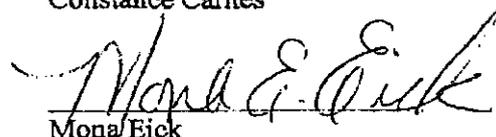

Superintendent

FOR THE ASSOCIATION


Association President


Association Vice-President


Constance Carnes


Mona Eick