



LAST, BEST, AND FINAL OFFER

**GEAUGA COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

AND

THE METZENBAUM EMPLOYEES ASSOCIATION, OEA/NEA

SERB CASE NO.: 2014-MED-02-0149

**IMPLEMENTED TERMS AND CONDITIONS
INCLUSIVE OF TENTATIVE AGREEMENTS**

EFFECTIVE MARCH 1, 2015

THROUGH

FEBRUARY 28, 2018

**IMPLEMENTED PURSUANT TO
BOARD RESOLUTION 15-16 (A)**

February 10, 2015

Attachment 4

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ARTICLE 1
AGREEMENT AND BARGAINING UNIT

- A. This Agreement is made and entered into by and between the Geauga County Board Developmental Disabilities (hereinafter referred to as the “Employer,” “Agency,” “Board”) and the Metzenbaum Employees Association, OEA/NEA (hereinafter referred to as the “MEA” or “Association”).
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment of this Agreement and shall be controlling on both parties collectively and individually.

- C. BARGAINING UNIT DEFINED – Whenever the term “member” or “members” is used in the agreement, it shall mean all regular full-time or part-time employees and external interim employees working in excess of ninety (90) calendar days, within the bargaining unit as employed by the Board in any of the following classifications:

1. PROFESSIONAL

Adaptive Physical Education - Instructor, (Department of Education Certified/Licensed Instructor position)

Instructor - (Department of Education Certified/Licensed Instructor position)

Early Intervention Specialist

Music Therapist

Occupational Therapist

Physical Therapist

RN/LPN - Adult Services/Shared (excluding residential - shared or unshared)

Social Worker

Speech/Language Therapist

2. CLASSIFIED

Account Clerk

Adult Services Associate

Amish Liaison

Custodian

Job Coach

Mechanic

Pool Coordinator

Recreation Specialist
Registered Adult Services Worker
Registered Children's Services Worker
Transportation Aide
Van Driver
Work Coordinator

3. ABOLISHED

The following classifications were included within the original certification of the bargaining unit (91-REP-05-0149) and have since been abolished.

Account Clerk – Adult Services, Secretary (Children/Adult Services), Bus Aide, Bus Driver, Early Childhood Developmental Specialist (Infant Stim/Toddler Instructor), Food Service Cook, Food Service Helper, Habilitation Specialist I, Instructor Assistant (Classroom Assistant), Sales Specialist, Workshop Specialist I.

Should any of the above classifications be reinstated, the classification shall be included within the bargaining unit.

- D. EXCLUSIONS – All Management-level employees, Supervisory, Confidential, Seasonal, Casual/Temporary, student, and substitute employees under the authority of the Geauga County Board of DD regardless of job title or classification, any employee employed under a subcontract to the Employer in accordance with Article 11, G, and any employee within a classification not specifically set forth in subsection C above, shall be excluded.

The Association agrees that all individuals that work exclusively in residential services are excluded from the bargaining unit regardless of job title or classification.

- E. "Temporary employee" shall mean a new employee appointed to a position for a limited period of time not to exceed six (6) months. A temporary position may be renewed for up to an additional six (6) months. An existing bargaining unit employee temporarily assigned to another bargaining unit classification/position shall not be construed to be a "temporary employee."
- F. "External interim employee" shall be defined as an employee hired for an indefinite period of time, to be determined by the length of absence of a regular employee due to sickness, disability, or approved leave of absence. Such appointment shall continue only during the period of sickness, disability, or approved leave of absence of the regular employee. In the event that the regular employee separates from employment, the external interim appointment shall terminate. An external interim employee shall not be eligible for Association membership and it is understood that the external interim employee serves at the pleasure of the Board and may be terminated at any time without cause.

An existing employee who covers the absence of another bargaining unit employee shall be considered an "internal interim" appointment and shall remain covered by the terms of this agreement.

- G. The Employer shall notify the Association President when a new classification title is established that provides services within the Agency that are not exclusively or predominantly done within the Residential Division of the Agency, and are not clearly management, service and support, or supervisory positions. If not mutually agreed to between the parties for inclusion in the bargaining unit, clarification may be sought from SERB by either party pursuant to their rules and regulations solely to determine whether said classification shall be included in the bargaining unit.

Should the parties agree as to the inclusion of a newly created classification within the bargaining unit, they will jointly petition the State Employment Relations Board (SERB) to amend the certification to include such new classification.

ARTICLE 2 **NEGOTIATIONS**

NEGOTIATIONS PROVISIONS - The parties agree to the following provisions:

- A. Negotiations for a successor agreement shall begin October 1 of the last year of this agreement unless another date is mutually agreed upon by the parties.
- B. Between September 15 and September 30 of that year, the Association President shall contact the Superintendent to establish a date, place, and time to meet. Such agreement shall be followed by a written notice to begin negotiations as per the oral agreement reached by the Association President and the Superintendent. The parties may mutually agree to use a bargaining model other than "traditional bargaining" during the first contact with the Superintendent in February.
- C. Negotiations shall normally be scheduled after working hours. Each party may have up to six (6) members on the bargaining team. Each team may also have up to two (2) observers and up to two (2) consultants.
- D. If the parties mutually agree or if the mediator requires negotiations to be held during normal working hours, the Board agrees up to six (6) members will be permitted to attend. The Board agrees that all such members shall be permitted to attend without loss of pay for work days and/or times such employees would normally have been scheduled to work.
- E. If an agreement is not reached within forty-five (45) calendar days prior to the expiration date or such subsequent date as the parties may mutually agree upon, either party may seek the use of a mediator from the Federal Mediation and Conciliation Service (FMCS). The parties must have a minimum of two (2) mediation sessions prior to declaring ultimate impasse.

The parties agree and will so notify the State Employment Relations Board (SERB) that the use of a mediator from the Federal Mediation and Conciliation Service (FMCS) shall be the parties' mutually agreed-upon dispute resolution procedure. The parties agree that mediation through the offices of FMCS shall supersede the dispute resolution procedure contained in Chapter 4117 of the Ohio Revised Code, and the parties hereby waive the right to utilize any other dispute resolution procedures. The parties shall continue mediation until agreement is reached on all issues; provided, however, that upon the expiration of the collective bargaining agreement (or such subsequent date as the parties may mutually agree upon), the Association retains the right to strike in accordance with Chapter 4117.

- F. INFORMATION - Each party agrees to furnish, upon request, information relevant to bargaining in reasonable time and fashion.
- G. AGREEMENT - Tentative agreements on negotiated items shall be reduced to writing and initialed by a representative of each party.
- H. FINAL FORM - When ratified, the Agreement shall be proofread, corrected, properly signed, dated, and implemented. When the Agreement is printed, the Superintendent shall forward a copy to SERB. The MEA and the Board shall share equally in the cost of printing the Agreement. The Association and the Board shall determine the number of copies needed.

ARTICLE 3 **GRIEVANCE PROCEDURE**

- A. PURPOSE - The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.
- B. DEFINITIONS
 - 1. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the language in this contract.
 - 2. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit. A class action grievance that affects employees in more than one department or program shall be filed directly with the Superintendent at Step Two.
 - 3. "Grievant" shall mean the Association or employee(s) initiating a grievance.
 - 4. "Days" shall mean scheduled work days.

5. "Appropriate Manager" means, for employees in the Adult Services program, the Director of Adult Services; for Maintenance and Custodial employees, the Manager of Buildings and Grounds; for the Children Services program, the Director of Children Services; and for Transportation, the Transportation Operation Supervisor. If an appropriate manager is not present, the Superintendent/designee will designate the representative.
- C. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION - The grievant has the right to Association representation at all meetings and hearings involving the grievance. The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances. The Association shall have the exclusive right to determine whether to proceed to Step Three of the procedure. The Association shall receive copies of all communications in the processing of grievances.
- D. TIME LIMITS - The number of days indicated at each step in the procedure shall be the maximum and may be extended only by written mutual agreement of the parties. A grievance shall be reduced to writing and filed within thirty (30) days of the act, or within thirty (30) days of the time the grievant should reasonably be expected to have known of the act on which the grievance is based. Failure of the grievant to comply with time lines shall be cause for the grievance to be dismissed. Failure of the Employer to comply with the time lines shall result in the grievance moving to the next level.
- E. GRIEVANCE PROCEDURE
1. INFORMAL STEP - The employee and/or the Association representative, if requested by the employee, shall discuss the grievance with the appropriate manager in an effort to resolve the grievance informally prior to filing a written grievance at Step One. The grievant, or if requested by the employee the Association Representative, shall submit a request for an informal meeting, in writing, to the appropriate manager, clearly delineating that the purpose for the requested meeting is to comply with this informal step.

If the grievance is not resolved during the informal step, the grievant may, within thirty (30) days of the grievant's reasonable awareness of the act giving rise to the grievance, file a written Step One grievance on the approved grievance form (form 2) with the appropriate manager. The date of the informal step and the signatures of the grievant and the appropriate manager acknowledging the informal step shall be documented on or attached to the written grievance form at Step One.

If the employee and/or the Association Representative, if requested by the employee, are unable to schedule an informal meeting due to the unavailability of the appropriate manager or requested representative, the grievance may proceed directly to Step 1 within the established time period.
 2. STEP ONE - The Manager of Business Operations/designee shall arrange a meeting within five (5) days of receipt of the fully completed written grievance

form, which shall include a summary of the action believed to have caused the violation, misapplication, or misinterpretation of contract language and a listing of the articles/sections alleged to have been violated. If the grievance form submitted is not fully complete, the written grievance form shall be returned to the grievant for completion and returned within five (5) days or by the last date for the filing of the grievance in accordance with (E)(1) herein, whichever is earliest. In the case of a return, the grievance time limits for arranging a meeting shall be extended for five (5) days. The Association, grievant, and Employer may present evidence to sustain their positions at the Step One grievance meeting.

Within five (5) days of the conclusion of the Step One grievance meeting, the Manager of Business Operations/designee shall serve his/her written response to the employee and the Association's representative(s) attending the Step One grievance meeting, and to the MEA President, if the President was not in attendance at the meeting.

If the Association and grievant are not satisfied with this response, they may proceed to Step Two.

3. STEP TWO - Within five (5) days of the receipt of the Step One response by the Association President or if the Assistant Superintendent/designee fails to serve a timely response, or timely schedule a meeting, the Association and/or the employee shall serve on the Superintendent the fully completed written grievance form. Within five (5) days of receipt of the fully completed grievance form at Step 2, the Superintendent or designee shall arrange a meeting, in the same manner and for the same purpose as set forth in Step One.

Within five (5) days after the meeting, the Superintendent or designee shall serve a written response on the employee and the Association's representative(s) present at the Step Two grievance meeting and the MEA President, if the President was not in attendance at the meeting.

4. STEP THREE- If the grievance is not satisfactorily settled in Step Two, the Association may submit the grievance to arbitration. A notice of submission for arbitration must be served on the Superintendent within ten (10) days following the date of receipt by the Association President of the grievance answer in Step Two of the grievance procedure. In the event the request for arbitration is not served within the time limits prescribed, the grievance shall be waived.

The Association shall request a list of nine (9) impartial arbitrators, who are members of the National Academy of Arbitrators, from the American Arbitration Association within ten (10) working days of service of the notice for arbitration. The parties shall select an arbitrator within ten (10) working days of receipt of the list by each party striking unacceptable names from the list and ranking the remaining names in order of preference and returning the list to AAA. The parties agree that each party may reject one (1) list in its entirety. The time limits

may be extended at the request of either party for a period not to exceed seven (7) working days. In the event that either party rejects a list, or AAA is unable to appoint an arbitrator from the ranked lists, another list shall be supplied (up to a total of three (3) lists). There shall be no automatic appointment from AAA. AAA shall appoint an arbitrator based upon the rankings of the parties.

Notwithstanding the above, the parties may mutually agree to the appointment of a specific arbitrator from the roster of AAA arbitrators (National Academy of Arbitrators), and in such case shall notify AAA in writing of said mutual selection. Any charges for an additional list shall be borne by the party rejecting the last list, or split equally if the need for another list is caused by the inability of AAA to appoint due to the rankings of the parties. If all of the above procedures have been exhausted, the parties will request AAA to supply a final administrative list of seven (7) arbitrators consisting of arbitrators not struck by either party in any of the previous lists. Each party may strike two (2) names from the list, and must rank the remaining five (5) names. An arbitrator will then be appointed from the administrative list.

F. MISCELLANEOUS

1. All communications regarding grievances shall be reduced to writing and hand-delivered, faxed, or e-mailed with prior notice, or mailed by certified mail, return receipt requested. The Employer shall provide the Association President with copies of all communications. "Faxed or e-mailed with prior notice" shall mean prior contact between the sending and receiving party to ensure that the receiving party is available to accept the fax/e-mail.
2. In computing time limits under the grievance procedure, a document that must be served is timely if it is hand-delivered, faxed with prior notice, or postmarked within the required time limit. Where action must be taken after receipt of a document, the time period shall commence on the date of actual receipt as confirmed by hand delivery or return receipt. When a document is hand-delivered, the recipient shall sign and date the document acknowledging receipt.
3. Meetings and hearings held under this procedure shall be conducted at the board's facilities, or as mutually agreed at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. The arbitration hearing shall be held at a neutral site at a time mutually agreed by the parties. If the parties are unable to agree, the decision will be made following the rules of the AAA, provided at least ten (10) days advance notice of the hearing date is given.
4. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.

5. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.

6. A grievance may be withdrawn at any time without prejudice.

G. AUTHORITY OF THE ARBITRATOR - The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

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

The decision of the arbitrator shall be final and binding upon the Association and the Employer.

H. COSTS OF ARBITRATION - All cost directly related to the service of the arbitrator and the costs of the hearing room (costs of the arbitrator) shall be borne by the losing party. In the event of a decision by the arbitrator on the merits of the grievance that is not decisive for either party, the cost of the arbitrator shall be borne equally by both parties. Each party shall pay its own expenses for preparation and presentation. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

ARTICLE 4 MANAGEMENT RIGHTS

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Agency in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as abridged by the specific and expressed terms of this Agreement. These inherent management rights include, but are not limited to:

- A. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
- B. To plan, direct, control, and determine the operations or services to be conducted by employees of the Employer;
- C. To determine the methods, means, number of personnel needed, and establish the standards of such work;

- D. To direct the working forces; to schedule and assign work; to include location of assignment and scheduled hours to be conducted;
- E. To hire and assign or to transfer employees within the Agency;
- F. To promote, demote, suspend, discipline, or discharge for just cause;
- G. To layoff employees;
- H. To make, publish, and enforce rules and regulations;
- I. To introduce new or improved methods, equipment, or facilities;
- J. To determine if and when job vacancies exist;
- K. To determine the standards of quality and performance to be maintained;
- L. To require employees to meet physical and educational standards in accordance with requirements of outside governing regulatory agencies;
- M. To maintain the security of records and other pertinent information; to ensure confidentiality of services;
- N. To determine and implement necessary actions in emergency situations.

ARTICLE 5
ASSOCIATION AND EMPLOYEE RIGHTS

The MEA shall have the sole and exclusive rights to:

- A. FAIR SHARE FEE – The MEA and the Employer agree to fair share fee as outlined in Article 6 (B) of this Agreement.
- B. FACILITIES – Only MEA officers or a designee appointed by the Association President may request the use of facilities, and equipment, including photocopiers. Notification of a designee shall be submitted in writing, in advance, to the Superintendent/designee. Facilities and equipment use shall be authorized when notification is made/given to the Superintendent and/or designee. Such use shall not interfere with the employee's assignment or client/student duties. Requests for use of physical facilities shall be made in writing to the Superintendent or designee.
- C. PROFESSIONAL ASSOCIATION RELEASE TIME
 - 1. The Board shall authorize up to a maximum of nine (9) paid release work days and three (3) unpaid release work days per year (June 1 – May 31) as association release time to members of the bargaining unit elected to represent the MEA, or chosen to

serve on programs or in an official representative capacity at meetings, conferences, or conventions of MEA or its affiliates. Nine (9) month employees are not eligible for paid association leave, except during work days on the Board calendar for nine (9) month employees. To be valid, a request for use of this leave (Form 1) must be submitted by MEA President to the appropriate Program Supervisor two (2) weeks prior to the requested absence, except in emergency situations where two (2) weeks notification is not possible. After approval/denial, a copy of the form will be returned to the affected employee and the MEA President. MEA representatives approved for association release time may substitute vacation or personal leave for the unpaid time by submitting an appropriate leave request form along with approved Form 1.

2. Whenever an employee has a legal or contractual right to representation, if requested by the employee, there will be no loss of pay for the representative if scheduled at a time the representative would normally have been scheduled to work. No overtime or compensation shall be paid in the event such meetings are held outside of scheduled work hours.

D. COMMUNICATION RIGHTS

1. BULLETIN BOARDS – Bulletin boards shall be provided in each work site for bargaining unit members in a readily accessible area. Each Association building representative or his/her designee shall have the exclusive responsibility for posting and removing Association materials. This provision is applicable to the Board Administration Building and Board Transportation Facility, but is not applicable to community work sites or work sites not under the sole direct control and management of the Board.
2. MAIL BOXES – The Association shall have the right to place MEA/OEA/NEA related materials in individual staff mailboxes of each staff member.
3. TELEPHONE – MEA officers and building representatives shall have the right to reasonable use of facility telephones in order to carry out his/her official Association responsibilities, provided such use does not interfere with program operations.
4. FIRST WEEK STAFF MEETINGS – The President or another MEA representative of MEA's choice will, upon request, be afforded an opportunity to briefly address staff in each department where bargaining unit positions exist during the first week of each program year as scheduled in consultation with the appropriate Director. This opportunity includes a general meeting and distribution of Association materials.
5. STAFF MEETINGS – An MEA representative, upon request, shall have the right to make brief announcements at the end of any staff meeting.

6. NOTIFICATION OF NEW EMPLOYEES – The MEA President will be notified when a new bargaining unit member is hired and will be provided the name, position, and start date for that new employee. Notification will also be provided when an employee changes classification or employment status (e.g., full-time to part-time).

E. DOCUMENTS

1. STAFF MEMBER STATUS – Upon request, the MEA President will be provided with a complete list of staff members in the bargaining unit. Said list will contain names, addresses, telephone numbers, job classifications, and site assignments of each staff member. An updated listing will be provided by the Board on a quarterly basis throughout the year, as requested.
2. BOARD/ASSOCIATION MATERIALS – Reasonable requests for copies of all documents to which the Association has a right as provided under the terms of this contract, shall be supplied to the Association. Any documents requested by the Association pursuant to a public records request will be provided and charged for pursuant to Board policy. Documents requested pertinent to negotiations will not incur a charge.
3. BOARD DOCUMENTS – Except for confidential supporting material, the MEA President will be provided a copy of the Board informational packet five (5) calendar days in advance of the scheduled meeting or the same day the packet is delivered to Board members, whichever comes later. Additional Board packet materials, other than executive session and confidential items shall be provided prior to the Board meeting, or whenever Board members receive them, whichever comes later. Copies of a complete set of Board minutes shall be provided following their approval by the Board.
4. BOARD POLICY BOOK – The MEA President shall be provided one (1) copy of the Board policy book. In addition, the MEA President shall be provided copies of all changes to the policy book at the same time such copies are distributed to other holders of the policy book. The MEA President shall receive copies of all new Board policies/procedures as they are distributed to the Board for review.

F. EMPLOYEE BILL OF RIGHTS – All employees of the Geauga County Board of Developmental Disabilities shall conduct themselves in a professional manner, both interpersonally as well as with others in the community.

1. Employees have the right to a safe working environment.
2. Employees have a right to clean and comfortable facilities in which to work within the limits of the employer's available resources.

3. Employees have a right to be treated with respect, dignity, and civility, and as individuals with a sense of self-worth. Consistent with this right, problems or issues with an employee shall be discussed in private--out of the presence of parents, care providers, other employees, or consumers.
4. Employees have a right to raise issues and discuss their concerns and to expect that these will be given due and appropriate consideration by the administration and/or Board and responded to in a reasonably timely fashion.
5. Employees have a right to maximize their job satisfaction by working in conditions that permit each employee to provide true, responsive, and reliable assistance to clients. Employees shall have the right to approach the administration with suggestions helpful in improving the system in order to accomplish these tasks. Within the limits of the available resources and if mutually agreed upon, the administration shall provide the employee with the means, methods, and facilities to achieve this result.
6. Employees shall be provided with appropriate training that assists each employee to function at the employee's maximum capabilities and shall have the opportunity to advance themselves within the system. Employees shall not be expected to perform job duties for which appropriate training has not been provided.

- G. STAFF ACCESS TO TELEPHONE – Staff shall have access to a telephone which ensures confidentiality for the conduct of client-related calls. Access for client-related calls may necessitate utilization of the work space of another staff member.

Personal business calls shall be limited to break and meal periods; staff shall use a telephone credit card or enter an assigned code (if available) for any long distance calls. If a long distance call is made and codes are not available, the staff shall record the number called and the date on a telephone log in order to reimburse the Board for any personal long distance calls. Further, the Board reserves the right to install a pay telephone or telephone that requires use of a telephone/credit card, or designate a cellular telephone, for the conduct of personal business calls.

ARTICLE 6 PAYCHECKS/DEDUCTIONS

- A. PAYCHECKS/DISTRIBUTION – Employees shall receive compensation in twenty-six (26) biweekly paychecks during the contract year except the year where twenty-seven (27) pay period cycles exist. In each event, yearly compensation shall be divided by the number of pay periods and paid accordingly, based on hours scheduled for each employee. Direct deposit to an account of the employee's choosing (subject to the Auditor's approval) is required for all paychecks.

Employees who are not pro-rated shall be compensated bi-weekly for all hours worked in the prior pay period.

Employees who are scheduled to work less than the full year but are paid on a yearly basis shall be compensated for additional hours worked beyond their scheduled hours in the next pay following the pay period such time was worked.

Paycheck stubs will be delivered to the building to which the employee is normally assigned. If an employee is on extended leave, pay stubs will be mailed to his address of record by contacting the Business office.

If the Friday pay date falls on a federal legal holiday (when banks are closed), then paychecks will be deposited the day before the holiday (upon approval by the Auditor).

At least once per month, notice of accumulated sick, personal, and vacation leave balances shall be included with the employee paychecks, unless the Board institutes an electronic process that allows employees to check their own balances.

B. DEDUCTIONS - Only the following deductions from paychecks shall be made without prior, written authorization of the employee:

1. Federal, state, city and school income tax;
2. Retirement;
3. Court-ordered deductions;
4. Medicare;
5. Fair share fee;
6. Salary corrections;
7. Employee's cost for hospitalization.

Only the following deductions from paychecks will be made upon a signed, written authorization upon Auditor's approval:

1. Credit union;
2. Personal group insurance;
3. Deferred compensation;
4. United Way of Geauga County;
5. Consumer Credit Counseling;
6. Association membership dues (for those who authorize continuing membership as opposed to annual membership, only the initial membership authorization is needed);
7. U.S. Savings Bonds.

A member of the bargaining unit may stop the above paycheck deductions (1 through 7) by written notice to the Employer. The paycheck deduction change shall be made within thirty (30) calendar days of receipt of said notice.

All deductions shall be forwarded to the proper recipient normally within ten (10) calendar days, but not more than thirty (30) calendar days.

C. DUES AND FAIR SHARE FEE DEDUCTIONS - The Employer's obligations to make the deductions set forth above, and to forward the proceeds therefrom and records thereof to the Association, are subject to the following conditions:

1. The Employer and the Association agree that membership in the Association is available to all employees occupying classifications that have been determined as appropriately within the bargaining unit.
2. Employees may join or not join the Association as a personal choice.
3. DUES DEDUCTION - The Employer will deduct Association membership dues on a biweekly basis from the wages of those employees who have voluntarily signed dues deduction forms provided by the MEA authorizing said deductions. The Employer shall forward the proceeds of such deductions to the Association normally within ten (10) calendar days of such deductions, not to be more than thirty (30) calendar days. The Employer for the purpose of this article includes the County Auditor as the designated paymaster.

Bargaining unit employees hired after the effective date provided above shall be eligible to have Association dues deductions made within thirty (30) calendar days after the date of employment. Such deductions shall require receipt by the Employer of a voluntarily-signed dues deduction form provided by the MEA thirty (30) calendar days prior to the effective date of said deductions and in conjunction with Section 8 (a) of this article.

4. PAYROLL DEDUCTION OF FAIR SHARE FEE - The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or not to remain members of the 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.
5. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE – Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Employer by November 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association within not more than thirty (30) calendar days of such deductions subject to the procedures of the County Auditor.

6. The Employer shall make the biweekly deductions specified above to the extent that each employee's wages are sufficient to meet the deductions required. The Employer shall not be responsible for collections, computations, or designation of funds that remain uncollected due to an employee's insufficient payroll earnings.

The Employer shall also be relieved from making dues or fair share fee deductions upon an employee's (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or (c) layoff from work; or (d) an approved unpaid leave of absence; or (e) written revocation of the dues deduction authorization under Section 8 (c) of this article; or (f) upon termination of the Agreement

7. The Employer will provide the Association with a biweekly record of the dues and fair share fees deducted for each employee and the total amount deducted to be forwarded to the Association by the Auditor.
8. The Employer's obligations to make the deductions set forth above, and to forward the proceeds therefrom and records thereof to the Association, are subject to the following conditions:

- a. By September 15 of each year the MEA shall provide the Employer with individually signed dues deduction authorization forms for those members who have selected annual payroll deduction which would begin deductions in the second paycheck in October. For those employees who have selected continuing payroll deduction, only one signed form shall be required, and that form shall remain on file with the Board. In addition to forwarding the authorization forms, the MEA shall provide a listing of each member's name and the total dues deduction to be made by the Auditor each biweekly pay period. The MEA shall provide notice to the Employer of discontinued annual dues payments thirty (30) calendar days prior to their cancellation date. For any members joining after the September 15 date, the MEA shall provide to the Employer a membership form and a listing of the amount to be deducted for the balance of the membership year for that employee.

- b. ALL FAIR SHARE FEE PAYORS – Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- (1) Sixty (60) calendar days employment in a bargaining unit position
or
- (2) January 15.

- c. UPON TERMINATION OF MEMBERSHIP DURING THE MEMBERSHIP YEAR – The Employer 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. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) calendar days from the termination of membership.

- d. All dues deductions for MEA/OEA/NEA shall be forwarded to MEA, P.O. Box 953, Chesterland, OH 44026.
 - e. The dollar amount of biweekly deductions shall not be changed more than once during any twelve month period. If the amount of any deduction, once certified by the MEA, is changed, the amount deducted from the earnings of employees who are subject to such deductions shall be increased or decreased within thirty (30) calendar days after written notice of such change is received by the Employer from a duly authorized officer of the Association.
 - f. The MEA shall notify the Employer within ten (10) calendar days of receipt, that dues have been deducted improperly by the Employer. Appropriate adjustment shall be made in the following deductions.
9. PROCEDURE FOR REBATE - The Association represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio 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 and the Constitutions of the United States and the State of Ohio.
10. ENTITLEMENT TO REBATE - Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
11. INDEMNIFICATION OF EMPLOYER - The Association on behalf of itself and the OEA and NEA agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
- a. The Employer shall be given a ten (10) calendar day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed.
 - b. Other than to make the deductions provided herein and to remit the same to the MEA, the Employer assumes no financial obligation for or as a result of the provisions of this article.

ARTICLE 7
DAYS, HOURS, WORK SCHEDULES

- A. CALENDAR – The Employer will consult with, take input from, and discuss the upcoming calendar with its employees and the Association prior to adoption.

Effective March 1, 2015, the work schedule for full-time employees shall be for a full twelve (12) month schedule.

Notwithstanding the above, Instructors, (current incumbents of Adaptive PE and Music Therapist positions) will continue as 195 day employees.

- B. ADJUSTED WORK SCHEDULES – The Administration will consider reasonable individual requests for adjusted starting and ending times based on the employee's bona fide needs, e.g., to attend job-related classes, second job, or for short term parent care or child care, transportation problems, etc. Requests for consideration of adjusted start/end times shall be made on the Non-Routine Leave of Absence form provided by the Board. This form shall include space for the employee to provide specifics about their requests (days[s], times, and reasons). There will be space for the Director/Superintendent/designee to respond to the request with reasons for denial, if appropriate. Requests, if approved, shall not exceed a maximum of sixty (60) calendar days at a time.

A written response from the Director/Superintendent/designee shall be given to the employee within five (5) working days of the receipt of the completed request, except where the Director/Superintendent or designee is not present to approve it, in which case it will be provided as soon as the Director/Superintendent or a designee is present.

All written documents reflecting requests for and responses to flexible start/ending times shall automatically be forwarded to the Payroll Office for admission to the personnel file.

The designation of starting times remains a right of management.

- C. WORK SCHEDULES – The Agency reserves the right to establish work schedules for each classification and job assignment and to make such changes in working schedules as are required by legitimate operational needs. Changes in working schedules shall not be arbitrary or capricious.

Normally assigned working schedules shall not be altered solely to avoid payment of overtime.

Normally, the Administration shall give at least five (5) work days notice of its intention to alter a work schedule. If less than five (5) days' notice is unavoidable, the Administration shall give the maximum notice possible.

In the event the scheduled hours of an employee are increased or decreased, compensation shall be adjusted to reflect such a change.

- D. BREAKS - Any employee regularly scheduled to work seven (7) or more consecutive hours per day shall receive a daily paid lunch period of one-half (1/2) hour and shall also receive two (2) paid fifteen (15) minute rest breaks as scheduled by supervision.

Lunch periods and breaks occasionally may not be duty-free.

Given the demanding needs of the individuals served in our programs, it is possible that a professional may not have any opportunity to break at all during the day (duty free or not). However, this shall be the exception and not a daily occurrence.

Employees are to make every effort to take their breaks and lunch as scheduled and to collaborate with other employees for coverage in an effort to have their scheduled break times. If employees cannot agree on a schedule that allows each employee to take daily breaks and lunch, the Administration shall work with employees to find an appropriate solution. If collaborative efforts fail, the administration may assign a time within each employee's contact time with clients for this purpose. However, in the event that an employee has no opportunity to break during the day, with the consent of the director or designee, the employee may take time for this purpose after the clientele leaves for the day. However, the employee will not be released to go home early.

These breaks shall not supersede the needs of the program and will not be cause for a professional to miss scheduled meetings or conferences.

- E. WORKING BEYOND REGULAR ASSIGNED WORK SCHEDULE (WITHIN 40-HOUR WORK WEEK) – If an employee is required to work beyond his/her routine schedule because of an emergency situation or other valid reason, the employee is entitled to additional compensation at his/her regular rate of pay.

In the event this occurs, the employee shall:

1. Obtain prior permission from his/her supervisor/designee (in an emergency situation, this may not be possible, such as a late transportation).
2. If a situation arises where prior approval is not possible, inform the Supervisor/designee in writing of the total additional hours within two (2) working days of the occurrence.
3. Actual hours worked, up to and including forty (40) hours per week, are compensated at straight time. The employee is responsible to indicate whether he/she wants the compensation in the form of "pay," or "comp time."
4. A copy of the approved/unapproved application for excess hours/overtime will be returned to the employee within five (5) working days after receiving it.

5. Flexible Time – The employee and the Department Director/Supervisor/designee may agree to flex an employee’s regular schedule to adjust for additional hours that an employee needed to perform his/her assigned duties. Flexible hours may be used to balance additional hours worked in a one-to-one exchange in order to keep the employee’s total hours worked at or under forty (40) hours per work week.
- F. OVERTIME – The Employer shall determine the necessity to schedule overtime and the amount required thereof.
1. Overtime is defined as those hours worked in excess of forty (40) hours per week.
 2. Overtime shall be paid at time and one-half (1-1/2) the employee's hourly rate.
- G. FILLING OF OVERTIME – When the Employer determines overtime is necessary, the overtime shall be offered to the employee who normally performs such duties or specific assignment. If not filled, overtime shall then be offered to employees in accordance with their seniority within the classification and unit the overtime exists. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the Employer may assign the overtime work to employees within the classification and unit in the inverse order of seniority of qualified employees.
- H. COMPENSATORY TIME
1. If an employee wishes to receive compensatory time off in lieu of overtime pay, he/she may do so by indicating which method of compensation he/she desires, “pay” or “compensatory time,” to his/her immediate supervisor prior to the end of the week in which the work is performed.
 2. Compensatory time shall be earned at a rate of time and one-half (1-1/2) for hours over forty (40) hours.
 3. Compensatory time may be accumulated with no maximum, but each hour of compensatory time must be used within one hundred (100) calendar days of the date it was earned. Unless the deadline for using accumulated compensatory time is extended by the Administration, the employee shall be paid at the appropriate rate in lieu of compensatory time. Employees will be paid at the conclusion of the one hundred (100) calendar days.
 4. Employees shall schedule time off for compensatory time by submitting a request for time off one (1) week prior to such use. Time limits may be waived by the supervisor granting such use. Compensatory time off will be scheduled in a manner that meets the Employer's operational needs and does not create overtime.
 5. Except as approved by the Employer, compensatory time off shall not be used in increments greater than two (2) successive workdays.

6. Except as approved by the Employer, compensatory time off shall not be scheduled in conjunction with other paid or unpaid time off.
7. The Employer will designate the method of recording and monitoring compensatory time.

I. DELAYS AND CLOSURE OF FACILITIES

1. Inclement weather or other emergencies may require the temporary delay or closing of facilities with a resulting delay or cancellation of transportation services.

The Superintendent or designee may delay the opening or close a DD Board facility on a day when it is normally in operation. Closing announcements will be made over local TV and radio stations. The Transportation Supervisor will make reasonable efforts to notify drivers by phone of any changes in schedule. Each department shall develop a phone tree to insure that all employees are notified.

2. Whenever Board facilities are closed or delayed due to weather or other emergencies (“calamity day”), employees are to report to work unless instructed to do otherwise by the Superintendent or designee. Any employee required to work when the entire main facility (except residences) is closed due to weather shall be paid time and one-half (1 1/2) for the hours worked and straight time for the balance of the regular work day. Any employee unable to report due to weather shall not be penalized.

In the case of other emergencies (non-weather related closure), if only part of the main facility is closed, only employees called to work in the closed portion of the facility shall be paid time and one-half (1 1/2) and employees in the open portion of the facility shall work as normal at their normal rate of pay.

3. When Board facilities are delayed due to weather or other emergencies, employees are to report and be prepared to work at the “delayed start time.” Employees will be paid at their regular rate for the regular hours of work for that day.
4. Employees who are on a prearranged sick, vacation, or personal leave during an emergency closure shall not be charged for such leave. If such leaves are scheduled to end prior to the end of the emergency closure, no leave will be charged for the remainder of the emergency and the employee will receive pay for the remaining time he/she would normally have worked.
5. Employees who are not in the active pay status the scheduled work day before and the scheduled work day after a calamity day will not be paid for the calamity day.
6. Employees shall be required to make up calamity days if an excess of calamity days requires extending the calendar until the minimum number of required instructional/habilitation days are completed as required by the state.

J. HOLIDAYS

1. Employees are entitled to the following paid holidays:
 - a. New Year's Eve
 - b. New Year's Day
 - c. Martin Luther King Day
 - d. Presidents' Day
 - e. Good Friday
 - f. Memorial Day
 - g. Independence Day (12 month employees only)
 - h. Labor Day
 - i. Thanksgiving Day
 - j. Friday after Thanksgiving
 - k. Christmas Eve
 - l. Christmas Day
2. Holidays falling on Sunday will be observed on the following Monday; and those falling on Saturday, will be observed on the preceding Friday.
3. Part-time employees are entitled to holiday pay only if the holiday falls on a day they are normally scheduled to work. Such pay will be for the number of hours that he/she would have been scheduled to work, not to exceed eight (8) hours.
4. If a holiday an employee is eligible for occurs while an employee is on vacation or sick leave, the holiday will not count as part of such leave.
5. To be eligible for holiday pay, an employee must have been in the active pay status on the scheduled workday immediately preceding and immediately after said holiday. A certificate of medical attention or a personal telephone conversation, which is in addition to the standard notification procedure (Article 8A, 5a), between the employee and the affected employee's director or designee will be required for such days before or after a holiday where active pay status is the result of using sick leave.
6. An employee in a no-pay status shall not receive holiday compensation.

K. OBSERVANCE OF RELIGIOUS HOLIDAYS – Efforts will be made to accommodate the religious observances of the employee; however, the granting of such holidays may not always be possible.

Employees observing religious holidays on days other than the already approved holidays may apply for Administrative Leave With Pay for the observance of a maximum of three (3) religious holidays per program year.

The time granted for Administrative Leave With Pay for religious holidays is to be made up by being assigned to work within the Agency at times when the employee would not normally be scheduled to work.

Except by special permission, the employee will be assigned to work this make-up time in advance of the religious holidays to be taken. The time will be banked for use during the

program year. Selection of time to work as make-up must be approved in writing by the Superintendent/designee.

The employee may also choose to use his/her personal day(s), vacation days, or approved leave without pay for observance of religious holidays. The policies governing use of personal days, vacation days, or approved leave without pay must be followed.

If any of those days granted as Administrative Leave With Pay for observance of religious holidays are not made up by the end of the current program year, the employee will have a deduction made in that amount from his/her last pay for the program year or from the final pay if he/she should resign during the year.

For the purposes of these provisions, program year is defined as the period of time between the commencement of the 17th pay period of a year through the 16th pay period of the following year.

- L. TIME KEEPING AND TARDINESS - In a method, as prescribed by the Employer, employees shall maintain an accurate account of hours worked.

ARTICLE 8 LEAVES OF ABSENCE

A. SICK LEAVE

1. Sick leave is accrued biweekly for each hour of employment in an active pay status. The standard for accrual is based on an eighty (80) hour, biweekly pay period. For eighty (80) hours of employment, an employee will earn four and six-tenths (4.6) hours of sick leave.
2. USES - Employees may use sick leave for the following reasons:
 - a. Illness, injury, or pregnancy-related condition of the employee.
 - b. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
 - c. Examination of the employee, including medical, psychological, dental, or optical examination, or treatment of an employee or a member of the employee's immediate family.
 - d. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family, i.e., spouse, child, parent, grandparent, grandchild, sibling or step-family (step-parent, step-child, step-brother, step-sister) where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

- e. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, normally not to exceed five (5) work days.

"Immediate family" for purposes of this subsection (e) shall include the employee's spouse, parents, children, grandparents, siblings, step-family (stepfather, stepmother, stepsister, stepbrother, or stepchildren), grandchildren, daughter-in-law, son-in-law, mother-in-law, father-in-law, a legal guardian or other person who stands in the place of a parent (in loco parentis) or is otherwise sufficiently close to be viewed in the same light.

In case of the death of another close family member (brother-in-law, sister-in-law), up to three (3) days paid leave shall be granted upon request.

In case of the death of an aunt or uncle of the employee or a significant other residing in the same household as the employee, up to three (3) days unpaid leave shall be granted upon request.

Vacation or personal leave days may be used also at the discretion of the employee.

In the event that sick leave is used for purposes of death, staff must supply the payroll officer a copy of the obituary within two (2) weeks of the absence.

- 3. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work. Paid sick leave may be used in fifteen (15) minute increments.
- 4. An employee who transfers from another county, state, or public agency in the State of Ohio to the Board, or who is reappointed or reinstated to a position with the Board, shall be credited with unused balance of his/her accumulated sick leave, provided the time between separation and reappointment does not exceed ten (10) years.
- 5.
 - a. NOTICE - An employee who is unable to report to work and who is not on a previously approved day of vacation, sick leave, personal leave, or other leave of absence, shall be responsible for notifying the employee's immediate supervisor or appropriate designee that he/she will be unable to report for work. The notification (Request for Leave) should be made prior to the actual absence unless bona fide emergency conditions prevent

such notification. In the case of such an emergency, the notification must be made not later than thirty (30) minutes prior to scheduled start of work time.

- b. EVIDENCE OF USE - The Board shall require the employee to complete and sign the approved application for use of sick time upon return from leave which shall request the use of sick time. If professional medical attention is required by the employee or member of the employee's immediate family, the employee is to furnish a physician's slip for that day. In case of absences of five (5) consecutive work days or more, a physician's statement specifying the nature of the condition and the approved date of return to work shall be required.
 - c. ABUSE - If abuse is suspected or an employee falsifies sick leave forms, or a pattern of such use of sick leave is noted (e.g., a pattern of use before or after weekends or holidays or sick leave use as soon as it is accrued), or an employee with more than (6) months of service has less than five (5) days of accumulated sick leave, the employee will be required to submit a certificate of medical attention. If there is a demonstrated pattern of abuse of sick leave, the employee may not be advanced sick leave as in A.3. Continued abuse shall be subject to the discipline procedure.
 - d. ATTENDANCE INCENTIVE – All employees who work thirty (30) or more hours per week (twenty-five [25] hours per week for drivers), two hundred forty-eight (248) days or more, and in any year not using more than one (1) day of sick leave, shall receive one hundred fifty dollars (\$150.00) in savings bonds. Any employee who works one hundred ninety-four (194) days or more, and in any contract year not using more than one (1) day of sick leave, shall receive a one hundred dollar (\$100.00) Double E Savings bond. Employees who work twenty (20) to thirty (30) hours per week, one hundred ninety-four (194) days or more, and who have not used more than one (1) day of sick leave are eligible to receive a fifty dollar (\$50.00) savings bond. Absences due to paid leave or vacation will not disqualify an employee. Employees who take time off without pay are disqualified from this bonus. Any employee who feels he/she qualifies for this bonus shall put the request on a form and remit it to the Human Resources office after the end of the contract year. Employees will be paid within thirty (30) calendar days of the request.
6. SICK LEAVE ACCUMULATION RECORD – Current and updated sick leave balances shall be accessible to the employee at any time upon request to the designated person in each department. Printouts of balances shall be included with a paycheck at least monthly. A printout of balances and usage shall be supplied each January 31.
7. SICK LEAVE CASH OUT - Any employee with ten (10) or more years of service with the Geauga County DD shall upon death, or disability, or service

retirement under provisions of the applicable retirement system be paid (in the but unused sick leave credit, with such payment being limited to no more than fifty (50) days with such rate being the employee's current rate of pay at the time of retirement or death. An employee must present official documentation of retirement verification in order to receive payment under this article.

B. PERSONAL LEAVE

1. All employees scheduled to work twenty (20) hours per week or more shall be entitled to three (3) personal leave days per contract year which shall not be deducted from any other leave. All employees scheduled to work fewer than twenty (20) hours per week, but at least three (3) days per week, shall be entitled to two (2) personal leave days per contract year which shall not be deducted from any other leave.

New hires (one hundred ninety-five [195] day employees) who begin their employment before January 15 of the contract year, and who work twenty (20) hours per week or more, shall receive three (3) personal leave days for their first contract year.

New hires (one hundred ninety-five [195] day employees) who begin their employment after January 15 of the contract year and who work twenty (20) hours per week or less but at least three (3) days per week shall receive two (2) personal leave days for their first contract year.

New hires (two hundred forty-nine [249] day employees) who begin their employment before February 25 of the contract year and who work twenty (20) hours per week or more shall receive three (3) personal leave days for their first contract year.

New hires (two hundred forty-nine [249] day employees) who begin their employment after February 25 of the contract year and who work twenty (20) hours per week or more shall receive two (2) personal leave days for their first contract year.

2. PROCEDURE – Employees shall correctly complete the Personal Leave form and submit it to their supervisor at least one (1) week prior to the date requested, except in emergency situations.

Failure to execute this request in this manner may result in having the leave not approved.

3. A copy of the approved/unapproved personal leave form will be returned to the employee within five (5) working days of receiving it.

4. If personal leave is taken in an emergency situation, the employee shall notify his or her supervisor in the same manner as not reporting to work under sick leave notice.
5. Personal leave days may be granted the day before or after a holiday or vacation. These days may be granted at the discretion of the applicable program director or Superintendent/designee.

If the number of requests for the same day would create inordinate hardship to the program, the Superintendent or designee may deny the necessary number of requests provided that the requests shall be denied in inverse order in which they were made. Denials shall be communicated at least two (2) work days prior to the date selected for the leave except when a leave request is not made in the time set forth in Section 2 above.

6. Unused personal leave days shall be converted into sick leave at the end of each work year.
7. Transportation employees who have a routine AM/PM run will receive three (3) AM and three (3) PM personal days. Transportation employees who have extra runs shall receive three (3) personal days for each of the extra runs equal to the length of the runs and usable only during a day that includes that run time. Extra run personal days may be taken either separately or in combination with other personal day segments. For example, if an aide takes a personal day on a day in which only a routine AM/PM route is scheduled, the aide will be charged with one (1) AM/PM personal day. If a driver takes a whole personal day on a day in which one or more extra routine runs are scheduled, the driver will be charged with an AM/PM personal day and as many routine extra run personal days as were scheduled. Any personal day segments not used at the end of the contract year will be rolled into sick leave hours as in Article 8 B 6 above.

C. ASSAULT LEAVE – “Assault” shall mean the causing of physical harm to an employee by any person through the commission of a physically aggressive act and when such person could be charged with an offense prohibited by Title XXIX of the Ohio Revised Code. Members of the bargaining unit who are absent from work due to a physical disability resulting from a physical assault on his/her person, when such assault occurs on district premises and during the course of the employee's performance of his/her duties as an employee of the district, or during the employee's attendance at any school event or activity at which such attendance by the employee is required or ordered by the administration, or in the course of transporting students or material to or from said premises and is a bona fide Workers' Compensation claim, shall be granted assault leave according to the following rules:

1. No more than sixty (60) work days per incident may be used for assault leave.

2. To qualify for assault leave, the employee shall furnish to the Board a certification from a licensed physician, stating the nature of the disability and its likely duration. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave.
 3. An assaulted employee, and any other employee who has knowledge that such an assault upon an employee has occurred, shall immediately report such assault to his/her immediate supervisor. Such a report shall include all facts within the employee's knowledge regarding said assault.
 4. An Application for Leave form shall be completed by the employee or his/her designee before any assault leave shall be granted.
 5. Assault leave shall not be cumulative from year to year.
 6. Payment for assault leave shall be at the assaulted employee's current rate of pay. Payment under this provision shall constitute the employee's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Chapter 4123 of the Ohio Revised Code.
 7. Assault leave shall not be charged against sick leave. Where the Employer has paid the employee for days of disability for assault leave and the Industrial Commission subsequently grants temporary total wage benefits, the employee shall pay the Employer at the Industrial Commission rates for each day they were compensated by both benefits.
 8. An employee who has been granted assault leave shall be considered on active pay status and shall accrue and be extended benefits and protections as contained in this negotiated agreement.
 9. Upon application to the Superintendent, an employee may be granted extensions to the above provisions based upon extenuating circumstances as determined by the Superintendent.
 10. An employee on assault leave shall return to the same classification held at the time of the assault. If the classification no longer exists, the employee shall return to a similar position for which he/she qualifies.
- D. PHYSICAL INJURY LEAVE - Employees injured due to physically aggressive contact with a client, where the contact is the result of an intent to do harm to oneself or another and requires immediate/emergency medical treatment, shall receive up to five (5) work days paid physical injury leave that is not counted against any other leave except assault leave. To qualify for physical injury leave, the employee shall immediately report such physically aggressive contact to his/her immediate supervisor and complete a written report, and shall furnish to the Board a certification from a licensed physician, stating the

nature of the injury, its likely duration, and ability to return to work. If the cause of injury is determined to qualify for assault leave, days absent due to physical injury leave shall also be counted against assault leave.

E. MILITARY LEAVE

1. All employees of the Agency who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service, on field training, or active duty for periods not to exceed twenty-two (22) paid work days, up to one hundred seventy-six [176] working hours, in any one calendar year.
2. Notwithstanding the above, an employee who is a member of the uniformed service as defined within Section 5923.05 ORC, who is called or ordered to military service for longer than one (1) month within a calendar year, because of an executive order issued by the President of the United States, an act of Congress, or because of an order to perform duty issued by the Governor pursuant to Section 5919.29 or 5923.21 ORC is entitled to a leave of absence, during the period designated in the act or order, and to be paid each monthly pay period of that leave, the lesser of the following:
 - a. the difference between the employee's gross monthly wage or salary as a public employee and the sum of the employee's gross military pay and allowances received that month;
 - b. five hundred dollars (\$500.00).

No employee will receive payment under this section, if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

3. Any employee who presents official orders requiring his attendance for a period of voluntary active duty as a member of the United States Armed Forces shall be entitled to military leave without pay. Any employee who enters military service with the Armed Forces shall be granted a leave of absence without pay to extend until ninety (90) days beyond the termination of such service. This provision shall not apply to reenlistments or voluntary acceptance of extended duty.
4. A veteran separated or discharged under honorable conditions must make application for reemployment to his former position within ninety (90) calendar days after release from hospitalization due to in-service injury or illness which has not exceeded a period of more than one (1) year.

F. COURT LEAVE

1. The Geauga County Board of DD shall grant court leave with full pay to any employee who:
 - a. is summoned for jury duty by a court of competent jurisdiction;
 - b. is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the actions;
 - c. is the appellant in any actions before the State Personnel Board of Review and is in an active pay status at the time of a scheduled hearing before the Board which requires his/her attendance.
2. Any compensation or reimbursement for jury duty or for court attendance, or other attendance, compelled by subpoena, when such duty or attendance is performed during an employee's normal working hours, shall be remitted by the employee to the payroll officer for transmittal to the county treasurer. Parking, mileage, meals and lodging reimbursements received for such attendance named above are excluded from this requirement and may be retained by the employee receiving them. Such expenses are not eligible for reimbursement by the Geauga County Board of DD under this policy.
3. Any employee who is appearing before a court or other legally constituted body in a manner in which he/she is a party shall be granted vacation time, if eligible, or a leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce procedures, custody, or appearing as directed as parent or guardian of juveniles.
4. Employees shall notify their immediate supervisor within twenty-four (24) hours or as soon as possible after receipt of a subpoena or notice to appear in court or before any other legally constituted body.
5. In order to receive paid court leave, eligible employees shall furnish to the Superintendent written notification certifying the dates and times spent in court or hearings, and the amount of reimbursement received, if any.

G. UNPAID LEAVES OF ABSENCE - Unpaid leaves of absence of any type, except as otherwise specified in subsections (2) and (3) herein, shall not total more than six (6) months inclusive of any unpaid FMLA leave. Prior to granting any unpaid leave, all appropriate, accrued leave balances must be used. Unpaid leaves of absence shall be requested in accordance with the following provisions:

1. UNPAID PERSONAL LEAVE OF ABSENCE - The Geauga County Board of DD may at the Superintendent's discretion, grant a leave of absence without pay

upon written request from a staff member for personal reasons for a minimum duration of two (2) days and a maximum duration of up to six (6) months in a twelve (12) month period. Employees on an unpaid personal leave are exempt from all employee benefits; however, if eligible, may purchase the Agency's health insurance plan under the federal COBRA provisions.

2. EDUCATIONAL LEAVE - A leave of absence without pay for purposes of education or training, which would be of benefit to the Board, may be granted for up to two (2) years.

3. MEDICAL LEAVE

a. Upon exhaustion of all accrued leave balances, a leave of absence without pay shall be granted by the Superintendent to an employee due to a disabling illness, injury or condition for a period of up to six (6) months inclusive of any unpaid Family Medical Leave, upon the presentation of medical evidence as to the probable date of return to active work status.

b. If the employee is unable to return to active work status within the six (6) month period, due to the same disabling illness, injury, or condition, the employee may be given an additional six (6) months medical leave upon presentation of medical evidence or satisfactory written documentation substantiating the cause and medical evidence as to the probable date of return to active status.

If the employee is unable to furnish medical evidence as to the probable date of return to active status within the time frame mentioned above, the employee would be placed on a medical separation. Medical separation is defined as termination of employment.

c. The employee shall complete an authorized leave of absence form.

4. FAMILY AND MEDICAL LEAVE (FMLA) - An eligible employee who has worked one thousand two hundred fifty (1,250) hours or more during the twelve (12) month period preceding the commencement of the leave shall have the right to take Family and Medical Leave according to the terms of the Board Policy which is incorporated into this Agreement. FMLA leave entitles the eligible employee to have up to twelve (12) work weeks of unpaid leave for the birth or care of a child, the adoption or foster care of a child, the care of a spouse, son, daughter or parent if such individual has a serious health condition, for the employee's serious health condition which disables him/her from performing the functions of his/her position, or because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. Additional FML may be available to care for a covered service member with a serious injury or illness if

the employee is the spouse, son, daughter, parent, or next of kin of the service member, consistent with the provisions of the Family and Medical Leave Act and Board policy.

To the extent that provisions of the FMLA leave are covered by other leaves provided in the negotiated agreement or other Board-approved documents, the twelve (12) weeks of leave and benefit coverage under the FMLA leave policy shall run concurrently with other existing benefits.

Although FMLA leave is available for the birth, adoption, or foster care of a child, an eligible employee shall be required to take FMLA leave concurrent with other leaves available under the negotiated agreement for prenatal care, pregnancy, illness associated with pregnancy, court appearances or other circumstances related to the adoption of a child or placement of a foster child.

The Board shall pay its share of the fringe benefit package to any eligible employee who is granted a parental leave for any portion of the twelve (12) week period not used under any other leave provision within the negotiated agreement.

This provision shall satisfy the Board's notice requirements under the FMLA.

The FMLA shall not diminish any of the other leave provisions as specified in this Agreement

5. PARENTAL/ADOPTION LEAVE

- a. Upon an employee's written request, the Superintendent shall grant a parental leave to employees who are adopting a child less than three (3) years of age, or who are rearing a child up to one (1) year of age.

Employees who are adopting a child older than three (3) years, and who have a special need for an adoptive parent at home, may be granted adoption leave at the discretion of the Superintendent. The leave shall be a leave without pay and may be for up to six (6) months within a rolling twelve (12) month period. Upon presentation by the employee of evidence as to the probable date of return, the Superintendent may grant up to an additional six (6) months of parental leave.

- b. Sick leave may be used as prescribed by law and as found in Article 8, A 2, as well as personal and vacation leave prior to reverting to unpaid leave status. In addition, for the period immediately before or after birth or placement of the child, either or both parents may use up to seven (7) days of sick leave irrespective of medical necessity.

H. GENERAL RIGHTS ON UNPAID LEAVES OF ABSENCE

1. STATUS ON UNPAID LEAVE OF ABSENCE - An employee on unpaid leave

for personal or educational reasons shall not earn sick leave credits or vacation credits. Employees on medical and/or parental leaves that meet FMLA regulations shall receive Board paid insurance benefits for a period up to six (6) months. Employees on any other type of unpaid leave shall be charged for the entire health care premiums.

2. REINSTATEMENT - Upon return from approved unpaid leave, the employee shall be assigned to the same job classification that he/she held prior to the leave provided the same job classification still exists.
3. In no event shall any of the unpaid leaves, including FMLA time, extend beyond the time frames established herein.
4. During unpaid leave, the employee will be in an inactive pay status and will be exempt from vacation and sick leave accrual. Health insurance benefits, if any, will continue only during authorized medical/parental leave (up to six [6] months) or upon payment by the employee to cover the entire premium cost.

Employees will be billed by the middle of the month for any balances. This bill must be paid by the twenty-fifth (25th) of the month for coverage in the proceeding month or coverage will cease.

At the conclusion of eligibility for Board-subsidized health insurance, the employee shall have the option of purchasing the Agency's group hospitalization coverage under the federal COBRA provisions.

5. Time spent on an authorized leave without pay will count as service credit for layoff purposes and for computing vacation leaves (accrual eligibility), provided the employee returns to service within the timeframe allowed by the particular authorized leave without pay and is not serving a probationary period.

I. VACATIONS

1. All full-time, permanent employees of the Geauga County Board of DD who are assigned to work twelve (12) months per year shall earn paid vacation leave according to the employee's length of service with the state or its political subdivisions. A full-time employee is defined as one who is assigned to work thirty (30) or more hours per week on a regular basis.

Van Drivers (drivers) who were employed on or before March 1, 2014, and who work twenty-five (25) hours per week on a regular basis, were previously designated as full-time by the GCBDD for purposes of vacation accrual and will remain eligible to earn paid vacation leave according to the employee's length of service with the state or its political subdivisions during the term of this Agreement. Drivers will accrue vacation based on all routine hours and will be charged with vacation hour usage based on the hours being worked at the time of

the vacation. Transportation aides who were employed on or before March 1, 2014, and who work at least twenty-five (25) hours per week on a regular basis continue to be eligible for vacation accrual during the term of this Agreement

Part-time employees are not entitled to earn vacation leave. Job sharing employees shall continue, as per past practice, to have the flexibility to adjust their schedules to permit up to two (2) weeks of unpaid time off for vacation purposes in addition to the days when the facility is closed. For purposes of this section, a transportation aide scheduled to work four (4) hours per day or more shall not be considered "part time."

If employed prior to July 7, 1987, all prior public service in Ohio is included as vacation service credit. If employed after that date, only prior service in Ohio counties is counted. It is the employee's responsibility to provide the GCBDD with official verification of prior service from past public employers before such service is counted for vacation purposes.

2. After one (1) year of service, and annually thereafter, eligible employees shall be entitled to two (2) weeks of paid vacation; after eight (8) or more, but less than fifteen (15) years of service, eligible employees are entitled to three (3) weeks of paid vacation; after fifteen (15) or more, but less than twenty-five (25) years of service, eligible employees are entitled to four (4) weeks of paid vacation; and after twenty-five (25) or more years of service, eligible employees are entitled to five (5) weeks of paid vacation.
3. Vacation leave is accrued biweekly on an hourly basis according to the number of routine hours the employee is assigned to work. The accrual is determined by the length of an employee's service. Accrual is for when the employee is in paid status only. Accrual will occur based on the chart below:

260 Day Employee

Years/ Employed	Accrual	Hours per Day 4*	5	7	7.5	8
1 through 8	0.040323	41.94*	52.42	73.39	78.63	83.87
9 through 15	0.060484	62.90*	78.63	110.08	117.94	125.81
16 through 25	0.080645	83.87*	104.80	146.77	157.26	167.74
26 and above	0.100806	104.84*	131.05	183.47	196.57	209.68

* Available only to 260 day Transportation Aides

Calculations

<u>Years of service</u>	<u>Vacation Accrual Rate Per Routine Hour</u>
1 - 8	0.040323
9 - 15	0.060484
16 - 25	0.080645
26 or more	0.100806

At the completion of years eight (8), fifteen (15), and twenty-five (25), an additional one (1) week (example thirty-five [35] hours) of vacation will be added into your balance.

Note: Employer proposal of "Example" in Last, Best, and Final Offer is crossed out.

4. Vacation leave shall be taken during the year in which it accrued prior to the next recurrence of the employee's hiring anniversary date. The Superintendent may, in meritorious cases, permit an employee to carry over vacation leave to the following year, but in no cases shall vacation leave be carried over for more than three years. Vacation leaves which cannot be taken by virtue of Employer denial shall be allowed to be carried into the next year. Vacation leave which exceeds the three (3) year limitation is lost.
5. Days designated as holidays are not charged to vacation leave.
6. Vacation leave is earned during all periods that the employee is on an active pay status for routine hours. It is not earned while on unpaid leave of absence or unpaid military leave.
7. Vacation leave may only be used in units of one (1) hour or more.
8. Requests for vacation must be submitted to the employee's immediate supervisor, on the form provided by the Agency, at least two (2) weeks in advance, for vacations of two (2) or more consecutive days, except in an emergency. A written response to a vacation request shall be returned to the employee within five (5) working days, except when extenuating circumstances prevent it. For these times, a written response shall be given the employee at the soonest possible time. The five (5) days begin when the completed document is submitted in correct form. All incorrectly completed documents will be returned to the employee immediately for correction and resubmission.

Failure to execute this request in this manner may result in having the leave not approved. If vacation is taken in an emergency situation, the employee shall notify his or her supervisor in the same manner as not reporting to work under sick leave notice.

Management reserves the right to limit the number of employees on vacation leave at any one time, with the earliest date of request for vacation to be given preference. Individual departments may adopt rules regarding the scheduling of vacation leave within the department.

9. A total of one (1) year of public service in a position as governed by O.R.C. 124.13 is required before eligibility for any vacation leave is established. After one (1) year of public service, vacation leave may be used as it is accrued, upon the approval of the Department Director.
10. Upon completion of eight (8) years, fifteen (15) years, and twenty-five (25) years of service, the employee's accrued vacation leave will be credited with the number of hours that would be equivalent to a normal work week (thus, a forty [40] hour per week employee would have forty [40] hours credited, a thirty [30] hour per week employee would have thirty [30] hours credited, etc.). At the same time, vacation leave will start to accrue at the next higher accrual rate.
11. Upon separation from GCBDD service, an employee is entitled to compensation for any earned but unused vacation leave credit at the time of separation.

Payment shall be made at the employee's current hourly rate at the time of separation. No payment will be made to employees having less than one (1) year of GCBDD service.
12. In the case of death of an employee, any earned but unused vacation leave shall be paid to the deceased employee's estate in accordance with Section 2113.04 of the Ohio Revised Code.
13. Current and updated vacation leave balances shall be included at least monthly in an employee's paycheck.

J. PROFESSIONAL LEAVE

1. Upon approval of the Employer and in a fair and equitable manner, an employee may be granted such time required to attend seminars, workshops, professional meetings, conferences, programs, schools or institutions where such attendance is job-related and directly benefits the Agency as determined by the Employer.
2. With prior approval of the respective Department Director, visits to Agency sites must be arranged with the principal and staff members at the site visited.
3. Employees authorized to attend or use professional leave shall be compensated at their regular rate for such time an employee would have normally been scheduled to work. Reimbursement for expenses incurred in such instances, if prior

approval is granted, shall be paid in accordance with the amounts established in the Routine Monthly Mileage and Expense Reimbursement section in Article 17.

K. EMPLOYER-REQUIRED MEETING AND TRAVEL EXPENSES
(CONFERENCES, SEMINARS, AND IN-SERVICES)

1. Upon review and approval of the Employer, expenses incurred for meals, parking, registration fees, transportation and/or lodging, which are supported by receipts, shall be reimbursed as set out below. Such expenses shall be paid for training seminars, educational conferences and organizational meetings which are required by the Employer and are not in-house programs provided by the Employer during normal working hours.

The schedule of expense reimbursement shall be established not to exceed the following, with receipts required.

Breakfast	\$10.00*
Lunch	\$15.00*
Dinner -	\$23.00*
Lodging	\$130.00*
(or convention/conference single room rate)	

*Unless included in the program fee

Meals and hotel costs will be reviewed with respect to out-of-state travel to high cost areas. The Board shall provide employees with a letter which indicates employment by the agency, to facilitate government rates for lodging, wherever possible. Any employee may request accommodations for personal needs.

Lodging expense reimbursement shall be shared if same sex of more than one (1) employee is required to attend such functions. Rules for breakfast, lunch, and dinner entitlement: Leave home before 6:30 a.m. entitles breakfast expense, return home after 6:30 p.m. entitles dinner expense, lunch if required attendance falls between such times.

2. There will be no reimbursement where an employee is receiving reimbursement from any other source.
3. The Employer shall not be responsible for time, fees or expenses incurred by employees who are required to maintain certification or licensure by outside regulatory agencies.
4. Provisions of this article do not pertain to any authorized or approved unpaid educational leave.

- L. VOLUNTEER FIREFIGHTER LEAVE - If an employee who is a volunteer firefighter is called to a fire which extends into work time, the employee will be granted unpaid leave for a maximum of one (1) day for each occurrence for the time spent fighting the fire during work time.
- M. WORKERS' COMPENSATION - WAGE CONTINUATION - An employee who is offered and enters into a wage continuation agreement shall be eligible to accrue any applicable vacation, sick, and/or personal leave in accordance with the applicable provisions of this agreement.

ARTICLE 9
SENIORITY

- A. SENIORITY DEFINED – “Seniority” for this and all other articles of this Agreement shall be defined as:
 - 1. Length of continuous service in the bargaining unit commencing with the first day worked from the last date of hire.
 - 2. Seniority shall accrue for all time an employee is on active pay status, is receiving temporary workers’ compensation benefits, or is on an approved leave of absence or layoff with eligibility for recall.
 - 3. Temporary employees shall not accrue seniority unless the employee is hired by the Employer into a regular full or part time position and there is no break in service. Summer recess shall not constitute a break in service.
 - 4. No employee shall accrue more than one (1) year of seniority in any work year.
- B. EQUAL SENIORITY – A tie in seniority shall occur when two (2) or more employees have the same date of hire. Ties in seniority shall be broken by the following method to determine the most senior employee:
 - 1. Length of previous service (determined by date of first employment with the agency in any capacity);
 - 2. Length of department service;
 - 3. The date filing of the job application;
 - 4. Coin flip.
- C. TERMINATION OF SENIORITY – Seniority shall terminate when an employee retires or resigns, is discharged for cause, fails to return to employment at the expiration of a leave of absence, is on layoff and no longer eligible for recall, or otherwise leaves the employment of the Employer. Employees who remain with the agency, but out of the bargaining unit, shall not accrue seniority while outside the bargaining unit. Should the employee return to the bargaining unit, seniority will begin to accrue from the seniority level at which the employee left the bargaining unit.

- D. POSTING OF SENIORITY LIST – The seniority list shall be posted by October 1 of each year. The Employer shall prepare and post on designated bulletin boards in each building/work site a seniority list categorized to include name, classification, certification(s), license(s), hire date, and accrued seniority. Said list shall be provided to the Association President on or before the date of the posting.
- E. CORRECTION OF INACCURACIES – Each employee shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Employer or its agents in writing of any inaccuracies which affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list within forty-five (45) calendar days of the original posting. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final.
- F. IMPLEMENTATION – In the first year of this agreement, any employee on leave of absence during the posting period will be given thirty (30) calendar days upon return to review and challenge the seniority list.

ARTICLE 10

VACANCIES, ASSIGNMENTS, TRANSFERS, AND LAYOFFS

A. DEFINITIONS

1. A “vacancy” shall be defined as any permanent bargaining unit position which is or will be unfilled due to retirement, resignation, termination, transfer, promotion, reassignment, or death of the incumbent, or a newly-created position that the Board intends to fill. A vacancy does not include a position which is unfilled because a current employee is on leave of absence for up to a period of one (1) year requiring temporary substitution. If a temporary position becomes permanent or exceeds one (1) year in duration, the position shall be considered a vacancy.
2. Promotion: A change in the classification of the employee to a classification with a higher pay range.
3. Transfer: A change in classification or a change in shift.
4. Involuntary Transfer: A change in the classification or shift of an employee as initiated by the Agency.
5. Reassignment: A change in job duties or position within a classification as determined by the Superintendent or his/her representative.
6. Temporary Assignment: An assignment of personnel to a position for up to one (1) year due to one of the following factors:

- a. The absence of the regularly-assigned employee;
 - b. A posted vacancy has not been permanently filled; or
 - c. A temporary additional staffing need exists.
- B. POSTING – Bargaining unit employees shall have an opportunity to be promoted and transferred.
1. Bargaining unit vacancy notices shall be posted for a minimum of fourteen (14) calendar days from the date of the posting on MEA-designated bulletin boards. Such notices shall contain the position title, shift, responsibility, qualifications, and salary range.
 2.
 - a. Bargaining unit employees may apply, in writing, for any posted vacancies. All applicants, both internal and external, must meet minimum qualifications in order to be considered for the vacant position. Selection criteria will include work experience, education, training, skills, abilities, past work record, attendance, and needs of the agency. The best qualified applicant will be offered the position.
 - b. If the qualifications of two (2) or more applicants are substantially equal, seniority will prevail.
 - c. Assignments for teacher and teacher's assistant for the following year will be made prior to the last day of school. The Employer reserves the right to change tentative assignments based upon the operational needs of the agency.
 - d. Teachers and teacher's assistants will be given an opportunity to state their preferences for assignments for the following year, and their input will be considered according to the guidelines in Section B 2 a of this article. For the purposes of this section, “consider” means that the Employer will not deny such preference arbitrarily or unreasonably. Upon written request of an employee whose preference is denied, the Employer shall promptly state its reasons in writing, provided that the employee must submit the request in writing not more than five (5) business days after learning of such denial. The time limits for grieving a preference denial shall not begin until such written reasons have been given.

For purposes of this contract, a business day is a day the Board’s office is open, excluding weekends and designated holidays.
 3. When vacancies for teachers or teaching assistants occur during a school year, the Superintendent may, at his/her discretion post them, or fill them with substitutes

or temporary assignments to the end of the school year. Thereafter, said vacancies shall be posted and filled in accordance with Section B 2 (a) above.

4. Bargaining unit openings will be mailed in employee's paychecks throughout the summer for those employees who work less than two hundred forty (240) days.
5. The vacancy, once posted, will be filled pursuant to this article expeditiously, if possible, within three (3) calendar weeks after the end of the posting period.
6. One (1) copy of such posting shall be furnished to the President of the Association or his/her designee.

- C. INVOLUNTARY TRANSFER – No involuntary transfer may be made except for operational needs or for other good reason and only after consultation with the employee. Notice of the change will be given as soon as possible, and such notice shall include the reasons for the change.

No involuntary change of assignment shall be made in an arbitrary or capricious manner. No person shall be assigned to an area not within his/her certification level. Consideration shall be given to the individual's training and competency levels. If possible, depending on the reasons for the involuntary transfer, the Agency shall give consideration to seniority status. The Agency needs shall remain the priority when instituting an involuntary transfer. Involuntary transfers that are a result of disciplinary action will not consider seniority status.

- D. LAYOFFS

1. DEFINITION OF LAYOFF – A layoff shall be defined as a reduction in the work force.
2. REASONS FOR LAYOFF
 - a. Lack of work.
 - b. Lack of funds.
 - c. Job abolishment as a result of reorganization for the efficient operation of the Board, for reasons of economy, or for lack of work.
3. IMPLEMENTATION
 - a. The Employer shall determine the number of employees, the departments, the classifications, positions to be affected by the layoff.
 - b. In the event a specific program or service is to be maintained but reduced in number of regularly scheduled daily hours or days per week, the incumbent of such position may voluntarily accept such reduced schedule.

If such specific program or service is re-implemented at the prior level within one (1) year, the affected employee shall be offered the opportunity first.

In the event such reductions are not agreed to voluntarily by the incumbent, a reduction in work day or work week estimated to last greater than thirty (30) work days shall be processed as a layoff (reduction) in accordance with the procedures set out herein.

- c. Employees in affected classifications shall be listed in descending order of seniority. Employees with the least seniority shall be designated for layoff first.

4. NOTIFICATION OF ANTICIPATED LAYOFF (REDUCTION)/
IMPLEMENTATION OF LAYOFF (REDUCTION)

- a. If the Employer determines a layoff (reduction) may occur, the Employer will within twenty-one (21) calendar days prior to the effective date notify the Association in writing of the date the layoff (reduction) is to be implemented. The notification will include the reason(s) for the layoff (reduction); the position(s) to be reduced or abolished, the name(s) of the employees to be affected based upon the current seniority list, the date of Board action to implement the layoff (reduction), and the effective date of the layoff (reduction).
- b. Upon receipt of the layoff (reduction) notification, representatives of the Board and the Association will meet at the request of either party to review the proposed layoff (reduction).
- c. The Employer shall notify the affected employees, in writing, at least fourteen (14) calendar days in advance of any layoff either by hand delivery or by certified mail sent seventeen (17) calendar days prior to the affected date to last known address.

5. BUMPING RIGHTS

- a. Employees receiving notice of layoff may bump an employee with less seniority in the affected classification including part-time to full-time or full-time to part-time based upon seniority. An election not to bump into a part-time position shall not be cause for the Employer to challenge a claim for unemployment compensation.
- b. If an employee is unable to bump into the affected classification, then the employee(s) may exercise their right to bump into a lateral (same minimum/starting rate of pay) or lower (lower minimum/starting rate of pay) bargaining unit classification for which they are qualified. The

employee must be presently qualified to perform the duties of the classification as determined in accordance with existing qualifications, and provided the employee possesses the license and/or certification necessary for the classification. Any applicable license and/or certification must be held by the employee as of the date of the notice of layoff. Qualified to perform the duties shall mean that the employee possesses the knowledge, skill, ability, and qualifications to perform the work without any further training.

c. (1) Employees who are to be laid off must exercise their right to bump within five (5) business days of receipt of layoff notice from the Employer.

(2) All affected employees, as a result of being bumped by the original layoff, shall be advised by the Employer of their bumping rights by order of seniority. All such affected employees must exercise their right to bump within a second five (5) business day period of the original layoff. At the time an affected employee receives notice, they must exercise their right to bump.

(3) If two (2) or more staff are qualified for a position, then Article 9B will be adhered to.

d. An employee who successfully exercises his bumping rights shall assume those duties and rate of the position effective with the date of layoff.

An employee bumping into a lower classification shall be paid a rate within the range of the classification that they are bumping into, based on their current rate, without receiving an increase from their previous rate or exceeding the maximum for the new classification.

An employee accepting a position in another classification shall be paid a rate within the range of the classification they are accepting, without receiving an increase from their previous rate (rate at time of lay off) or exceeding the maximum for the new classification.

6. SUBSTITUTE EMPLOYMENT – All laid off employees who qualify for substitute employment shall be placed on the Agency's roster. This list may only be used for periods of employment not expected to last more than thirty (30) consecutive work days. For employment expected to last more than thirty (30) consecutive work days, the Employer shall use the recall procedure. Refusal to be placed on the substitute list shall not be grounds for denial of unemployment compensation benefits for the employee.

7. TEMPORARY EXTERNAL/INTERIM EMPLOYEES – A temporary employee shall be provided with beginning and projected dates of their temporary

employment. External interim employees are employed due to an absence of a regular employee; service shall automatically end upon the regular employee's return to work. Layoff provisions herein described shall not apply to temporary/external interim employees.

8. RECALL LIST – Names of employees shall be placed on a recall list based upon seniority, classification, and departments in descending order of seniority. A composite list of all employees potentially available for recall shall also be developed and maintained, in descending order of seniority. A copy of these lists shall be provided to the Union. Job openings occurring in a classification for which there is a recall list shall first be filled through the recall procedure prior to posting the position as a vacancy. Vacancies shall first be filled from the recall list by the most senior qualified person within the classification/department. If no employee eligible for recall to the affected classification accepts the position, the position shall be offered to the most senior qualified employee on a recall list for another classification prior to being posted as a vacancy as set forth in Section B. Employees on a recall list for another classification who meet the minimum qualifications for the position in accordance with Article 10, Section D, 5 (b) will be given first consideration for the position based upon Agency seniority. If the position is offered to someone on a recall list from another classification, there shall be no penalty as defined in Section D 9 for declining such classification/position.

An employee is eligible for a period of two (2) years for recall.

RECALL PROCESS – Once the designated person to be recalled has been determined, the Human Resources Supervisor/designee will call the MEA President/designee to confer and assure that the proper selection has been made. The Human Resources Supervisor/designee then will attempt to call the employee and verbally offer the position. An appropriate follow up notification of the offer will be sent as set forth below.

9. NOTIFICATION OF RECALL – Recall notices shall be sent by certified mail, to the last address known to the Employer, return receipt requested with a copy to the Union. The recall notice shall contain: (1) offer of recall, (2) date in which employee must contact the Employer as designated in notice, (3) date of return to service. The employee shall have seven (7) calendar days from the date of receipt of the recall notice to contact the Employer of their desire to return to work. Employees shall have not less than fourteen (14) calendar days from date of receipt of the recall notice to return to work unless medical reasons prohibit their return or unless an alternate date has been agreed to. If an employee fails to respond in the specified time lines or refuses the right to recall, the employee shall be placed at the bottom of the recall list. Failure to respond or timely refusal of second recall notice shall constitute a voluntary resignation of the employee. Copies of recall notices shall be forwarded to the MEA President.

10. INSURANCE BENEFITS – If a layoff occurs at the end of a school year for a nine (9) month employee who is eligible for medical benefits and is compensated over a twenty-six (26) pay cycle, the employee shall maintain medical benefits for the balance of the twenty-six (26) pay cycle.

All employees shall be offered the provisions provided under COBRA.

Employees laid off during the term of a contract year shall receive all compensation (salary; compensatory time; accrued vacation, if eligible) in the next applicable pay period).

- E. VACATION BALANCES AT TIME OF CLASSIFICATION TRANSFERS – If an employee who has been working in a classification determined full-time (as in Article 8, Section I 1) bids for a position which is classified as less than full-time, the vacation time previously accrued will not transfer and additional vacation time shall not be accrued. For these transfers, the Board shall compensate the employee the cost of the accrued vacation days at the employee's daily rate at the time the days were accrued.

ARTICLE 11 **JOB SECURITY**

A. PERFORMANCE EVALUATION

1. GENERAL PURPOSE – The purpose of a performance evaluation is to provide a systematic and routine method of communicating to the employee the judgment of his supervisor as to the quality of the employee's job performance and effectuating improved performance.
2. FREQUENCY OF EVALUATIONS – Each new employee shall have a written evaluation from the immediate supervisor at minimal mid-point and prior to the end of the probationary period. All non-probationary employees will participate in an annual evaluation. At least once every three (3) years thereafter, a formal written evaluation of each non-probationary employee shall be prepared by the immediate supervisor in accordance with the procedures outlined in Section B below. Annual evaluations other than the mandatory third year/formal evaluation may be conducted by utilizing an abbreviated Department of Administrative Services form or the alternative evaluation procedure described below. These annual evaluations shall provide a systematic method of communicating to the employee the quality of his job performance. Special evaluations may be made at the discretion of the Employer or request of the employee.

B. EVALUATION PROCEDURES – Employee evaluations shall be conducted in accordance with these procedures.

1. Evaluations shall be job-content related and shall be completed on forms established by the Employer. The Employer, in conjunction with the Association,

will seek input from individuals within the affected classifications when modifying/updating the evaluation tool.

2. The formal program of staff evaluation shall be accomplished through personal classroom or work station observation, where appropriate.
3. The employee will be evaluated with reference to the requirements of the job as defined on the position description. The employee will be able to tell from the performance evaluation in what respect his/her work is most in need of improvement or is worthy of praise and recognition.
4. Each employee will be evaluated by the immediate supervisor to whom he/she is regularly assigned.

C. DISCIPLINE

1. Discipline may be imposed upon an employee for just cause which shall include but not be limited to incompetency, inefficiency, dishonesty, drunkenness, drug abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, excessive unexcused failure to meet work schedule, or any other failure of good behavior, or any acts of misfeasance, malfeasance, or nonfeasance.
2. In cases involving the discipline of an employee for other than serious infractions not reasonably amenable to progressive discipline, the Employer shall follow the principles of progressive and corrective discipline, taking into account all prior events that have led to the disciplinary action, and mitigating, and exacerbating circumstances.
3. Except for serious infractions not reasonably amenable to progressive discipline, progressive disciplinary steps will be preceded by a verbal warning(s) which shall not be considered formal discipline.
4. Formal discipline may include
 - a. One or more written reprimand(s);
 - b. One (1) to three (3) working day suspension based on severity of case;
 - c. Suspension greater than three (3) working days based on severity of case.
 - d. Discharge or demotion.
5. The appeal procedure for non-probationary employees is as follows:

An employee may file a letter of rebuttal to any verbal warning or written reprimand which shall be attached to the verbal warning or written reprimand

and made a part of the employee's personnel file. A verbal warning or written reprimand shall not be subject to the grievance procedure unless the verbal warning or written reprimand is relied upon by the employer in connection with a suspension, demotion, or discharge.

Only those disciplinary actions involving suspension, demotion, or discharge shall be subject to appeal through the grievance procedure, which shall be the sole method of resolving such appeals. However, in the event that a suspension or discharge relies in part upon the employee's record of non-grievable discipline and such discipline is appealed to arbitration, the arbitrator shall consider such evidence as may be submitted on the justification and causes for such non-grievable discipline.

6. New hire probationary employees shall be governed by Section 124.27 O.R.C. The Employer retains the sole and exclusive right to retain, remove, promote, demote, discipline or take other action of said employees.
7. Investigation of any charge which may result in discipline shall be handled in the following manner:
 - a. An employee shall be advised that representation may be requested at any investigation interview. Except for investigation interviews conducted by the Board's Investigative Agent, if the representative of the employee's choice is not available during work time, the meeting will be scheduled after students or clients leave. For investigation interviews conducted by the Board's Investigative Agent, where the employee's choice is not available, the employee shall have the right to choose an available representative.
 - b. Investigations shall begin promptly, but no later than within three (3) weeks of a report. Investigation completion shall not be arbitrarily or capriciously delayed.
 - c. Prior to the investigation meeting, the topic of the investigation shall be shared with the employee.
8. Discipline greater than written reprimands shall be handled in the following manner:
 - a. After the investigation is complete, an employee shall not be suspended, demoted, or terminated without first having been presented the written charges and then having an opportunity to a hearing before a representative of the Employer, except that an employee may be suspended pending an investigation if the magnitude of the offense presents an immediate danger to the safety of other employees or clients of the Employer. The employee shall have at least forty-eight (48) hours

notice of a predisciplinary hearing. At the hearing, the employee shall have the right to respond to the charges and to have representation of the employee's choice. Employees may voluntarily waive any of the above.

- b. After the investigation and hearing are completed, the disposition of the charges will be completed within three (3) weeks unless criminal charges are pending. At the conclusion of the process, a copy shall be placed in the employee's personnel file. If the Ohio Department of DD, due to its review of an MUI, directs reopening the process, the employee shall have the same right of representation and rebuttal.
- c. In cases of demotion, failure of a classification change probationary period may result in further reduction or discharge.
- d. For purposes of this article, offenses will be cleared up in the following manner:
 - (1) Any verbal warning or written reprimand shall cease to have effect in the disciplinary process after one (1) year from the date of the warning or reprimand, providing there is no intervening disciplinary action during the one (1) year period.
 - (2) Any suspension of one (1) to three (3) working days shall cease to have effect in the disciplinary process after two (2) years from the date of the suspension, providing there is no intervening disciplinary action during the two (2) year period.
 - (3) Any suspension of more than three (3) working days shall cease to have effect in the disciplinary process after three (3) years from the date of the suspension, providing there is no intervening disciplinary action during the three (3) year period.

D. PROBATIONARY PERIODS

- 1. PURPOSE – Each employee shall serve a probationary period following any original appointment and following each promotion. The purpose of the probationary period is to determine if the employee has demonstrated the ability to perform the requirements of the position for which he/she has been appointed.
- 2. The standard probationary period shall be one hundred twenty (120) calendar days, except the probationary period for the following classifications shall be three hundred (300) calendar days:

All Instructors	Occupational Therapists
All Habilitation Specialists	All Instructor Assistants
All Workshop Specialists	Language Development Specialists
Social Workers	Job Coaches

Physical Therapists
Music Therapist
Pool Coordinator

Recreation Therapists
Recreation/Leisure Assistant

3. The probationary period shall be based on calendar days from the date of original appointment. When hired, employees should be notified of the beginning and ending dates of their probationary period and advised that such period will be extended as a result of a leave of absence of more than two weeks.
4. Time spent on paid leave and/or a leave of absence of more than two weeks during probation shall not be counted as part of the probationary period.
5. PROBATIONARY PERIODS–FOR A CLASSIFICATION CHANGE
 - a. Employees who have a classification change shall serve a probationary period of ninety (90) calendar days.
 - b. The probationary period shall be based on calendar days from the date of appointment to the new position. At the time of appointment, the employee will be advised of the beginning and ending dates and that such period may be extended as a result of a leave of absence of more than two (2) weeks.
 - c. Employees who have a classification change while serving a new hire probationary period shall have their original new hire probationary period placed on hold and begin a new probationary period according to the position that they assume (reference Article 11, D 2). If they successfully complete the new probationary period, the probationary period on hold is cancelled. If the employee fails this second probationary period, she/he may appeal to the superintendent or his designee to be reinstated to their prior position and resume the completion of the probationary period that was placed on hold.
 - d. PROBATIONARY FAILURE – If an employee, other than a new hire, fails to demonstrate his ability to perform the duties required in a change of classification, the employee will be returned to his former position or a similar position in the same classification previously held if one exists. If an employee fails to demonstrate his abilities to perform the duties required in a change of classification, he shall be returned to the job he held prior to the classification change if the job has not been abolished. If a new incumbent has been placed in the job, the person returning to it shall bump the incumbent who shall return to their former job, etc. If the job has been abolished, the displaced employee shall have seniority bumping rights as in the layoff (RIF) procedure.

E. PERSONNEL FILE

1. The Board shall maintain the official personnel file for each staff member in accordance with applicable Ohio law. There shall be no private personnel files. An official file shall be in an office of the Employer for each employee. The employee's immediate supervisor may keep an anecdotal file which shall conform to the above.
2. Each employee's personnel file shall include the following:
 - a. Name, permanent and current address, phone number, and emergency notification information;
 - b. Job description and civil service classification (if applicable);
 - c. Records of sick leave, vacation leave, and leaves of absence;
 - d. Certificates and/or licenses, as applicable;
 - e. Record of physical examination current within one year of initial/employment;
 - f. Bus drivers' annual physical exam, if applicable;
 - g. Record of in-service training to include, where applicable, annual safety workshop for bus drivers, first aid certificates and record of attendance at bus driver's training course within one year of employment;
 - h. Personnel action forms and performance evaluation;
 - i. Miscellaneous information such as commendations, discipline record, workers' compensation records, incident reports;
 - j. Application forms and resume.
3. No derogatory, critical, or disciplinary material may be placed in the staff member's file until he/she has had the opportunity to read such material. He/she shall acknowledge that he/she read such materials by affixing his/her signature and date on the copy to be filed. His/her signature signifies that he/she has read the material and does not necessarily indicate agreement with its content. If the staff member refuses to sign, a dated note to that effect will be attached to the material filed.

Non-required documentation to be submitted to the personnel file at the request of the employee, excluding rebuttals, will be reviewed for content. If the

information is misleading, incomplete, or incorrect, the documentation will not be placed in the personnel file without an attachment from the appropriate source correcting the information.

4. No internal memos or informal observations or informal evaluations, as related to the formal evaluation, shall be placed in the file except when it is part of the formal evaluation.
5. All written formal evaluations to be included in the file shall be in accordance with the official evaluation procedures of the Geauga County Board of DD, and any reply to evaluations as provided for in this article shall be attached to such evaluation.
6. Within a twenty-four (24) hour period a staff member in the presence of a representative of the Employer shall be permitted to examine his/her file and may be accompanied by a person of his/her choice during normal business hours. The staff member shall be provided copies of any material placed in his/her file except pre-employment information. Copies of transcripts or legal proceedings shall be available upon request at the rate established by the Board, in the same amount as charged by general policy, prepaid to the Employer.
7. A staff member shall have the right to place material in his/her file, in response to material already placed in the file. Rebuttals shall be attached to the related material.
8. Materials placed in the staff member's file must be identified in such a manner that the author and the person placing the material in the file is known.
9. The public may have access to all records in the employee's personnel file with the following exceptions:
 - a. Medical records;
 - b. Records pertaining to adoption, probation, or parole proceedings;
 - c. Trial preparation records;
 - d. Confidential law enforcement investigatory records;
 - e. Records of which the release is prohibited by state or federal law;
 - f. References, unless access is authorized by the writer.

When an employee's personnel file has been requested to be reviewed by a member of the public, the employee or an MEA representative in the employee's absence shall be provided reasonable opportunity to be present at said inspection.

10. Personnel records fall under the auspices of the County Records Commission, as established under O.R.C. 149.38. The function of the Records Commission is to provide rules for the retention and/or disposal of county records. There is no authority for any individual or agency to remove, destroy, mutilate, transfer or damage any public records without the approval of the Records Commission.

11. LOSS OF LICENSURE OR CERTIFICATION

a. Loss of licensure/certification/registration shall be subject to the following provisions:

(1) Any employee required by their job description and/or regulatory Agency to have or maintain a license/ certification/registration to perform the duties of their position shall maintain said license/certification/registration, and if he or she fails to do so, the Board may remove the individual from the position or assign them to such work as may be available that they are qualified to perform.

(2) If there is other work that the Board needs done within the Agency that the employee is qualified to perform, the Board may assign the employee to that position. The employee would be paid the appropriate level of compensation for the assigned position regardless of previous position's pay. If there is no such available work, said individual shall be subject to immediate unpaid leave for up to sixty (60) calendar days to pursue license/certification renewal. If the license/certification is not renewed the employee shall be subject to immediate termination. In no event shall this section require the Board to create or make work.

(3) This section shall take precedence over job bidding and transfer and shall be treated as a temporary assignment.

(4) Employees subject to such temporary assignment or unpaid leave shall not have displacement or bumping rights as a result of this type of action.

(5) Employees who are reassigned or placed on unpaid leave shall maintain reinstatement rights to their original position if such a position becomes available and they have renewed their certification for a period of sixty (60) calendar days from the date of original action.

b. The procedures in this article supersede applicable provisions in the Ohio Revised Code and any appeal as the result of this article shall be governed

exclusively by the provisions of this Agreement and not subject to appeal to SPBR.

- c. LOSS OF INSURABILITY AND/OR HIGH RISK COVERAGE – For purposes of this article, an employee becoming uninsurable or insurable at a high risk rate under the Employer's liability insurance policy, shall be one in the same as loss of license or certification.

F. POSITION DESCRIPTIONS

- 1. The Employer is responsible for developing, compiling, and updating position descriptions within the bargaining unit, and each bargaining unit employee will be given a copy of his/her position description upon employment or when changes are made in the position description. Employees will sign a position description for their job classifications and receive a copy at the time it is signed.

In the event changes are to be made to current classifications, the Association shall be given notice and opportunity to discuss the changes. Notice will be provided by email, hand delivery, fax, or certified mail. The trigger date for starting the discussion period shall commence with the date of submission to the Association of the job description. If the Board and Association do not agree to a revised position description within thirty (30) calendar days of notice (thirty-three [33] days if submitted by certified mail), the Board may implement the change, and the Association may grieve the change at Step One. Such changes shall be done in a reasonable manner to meet the effective operational needs of the Agency. Such changes shall not be arbitrary, capricious, unreasonable or discriminatory. A copy of the revised position description shall be given to each affected employee within two (2) weeks of adoption of any change in position description. Employees will sign any revised position description and receive a copy at the time it is signed.

- 2. The Employer shall not change position titles or major duties of a position within the bargaining unit in order to exclude that position from the bargaining unit.
- 3. In the event a new classification is created, the rate of such classification shall be established based on comparable work of other bargaining unit classifications, where such comparisons exist.
- 4. In the event such new classification is created, the Association shall be given notice and opportunity to discuss the new classification and its pay rate. If the Board and Association do not agree to the new classification and/or pay rate within thirty (30) calendar days of notice, the Board may implement the new classification and pay rate, and the Association may grieve the new classification and/or pay rate at Step One.

5. If, as a result of changes in position title or duties, the Employer believes a position, which is in the bargaining unit, should be excluded from the bargaining unit, the Employer shall discuss the matter with the Union in order to resolve it.
 6. If the Employer and the Union cannot agree whether or not the position should be excluded from the bargaining unit, the Employer and/or Union may submit a request to SERB to resolve the matter.
- G. SUBCONTRACTING – The Board may continue using non-bargaining unit therapists according to its current practice, and the Association recognizes that the Board finds it necessary from time to time to contract out short-term services, especially of nurses and therapists. The Board agrees that it will not subcontract for the purpose of eroding or otherwise diminishing the bargaining unit and agrees further that, to the extent possible, all bargaining unit work will be performed by members of the unit.

ARTICLE 12 **WORKING CONDITIONS**

A. NON-DISCRIMINATION

1. Neither the Employer nor the Association shall discriminate against any employee covered by this Agreement in the application of this Agreement, policies and practices in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, handicap, religion, or political affiliation.
2. No reprisals shall be taken against an employee by the Association or the Employer for his utilization of any procedure or activity provided for in this Agreement or in any personnel policy.

B. CLIENT-STAFF RATIO

1. The Employer shall adhere to the client-staff ratio requirements established by the Ohio Department of Education and the Ohio Department of Developmental Disabilities.
2. As per DD Behavior Management policy, if staff feels the safety and well-being of either clients or staff are at risk because of client's behavior pattern(s), they may make a referral to the behavior management team according to policy, who shall take the referral under advisement and shall issue recommendations in a timely manner. In addition, a review of the case may be made by request of the Superintendent in the event no progress is made by the management team.

C. EMPLOYEE LOUNGE

1. The Employer shall maintain a staff lounge area in each facility which will be designated exclusively for employees' use during normal working hours. All Board employees may utilize such facilities.

2. Staff members shall have a telephone available for outgoing/incoming calls. (The telephone may or may not be located in the staff lounge.) The school telephone shall remain in the staff lounge. If an employee makes a long-distance call for personal use, he/she shall either use his/her credit card or notify the business office which shall designate a phone for which reimbursement shall be paid to the Employer (see Article 5 H).

The Employer shall provide restrooms in permanent structures to be utilized by the staff and public.

- D. NON-SMOKING GUIDELINES - Recognizing that tobacco smoke is injurious to health, the Geauga County Board of DD desires to provide a smoke-free, healthful environment for employees, students, clients, and the general public visiting our facilities.

Therefore, employees shall refrain from smoking within Board facilities and vehicles, and shall comply with Board policy and applicable state/federal law relative to smoking/non-smoking on Board property.

The Board will arrange smoking cessation programs for employees who wish to participate.

- E. HEALTH AND SAFETY - The Board shall provide safe and healthful working conditions for all members of the bargaining unit at each work site and facility in or around which members have assigned responsibilities.

1. FIRST AID/CPR - The Employer shall ensure that there is reasonable access to first aid kit(s) at the various work sites. The Employer shall make available first aid and/or CPR instruction and training to its employees.
2. INFECTIOUS AND COMMUNICABLE DISEASES - The Employer shall maintain a program of infectious and communicable disease control in accordance with applicable laws concerning release of consumer information.

In accordance with applicable laws, Hepatitis B Virus vaccination and TB testing will be offered at no cost to an employee who has direct contact with clients/students diagnosed as having Hepatitis B Virus, which shall be administered by the Building Nurse or designee.

The Employer shall comply with OSHA Bloodborne Pathogen Final Standards.

3. PHYSICAL EXAMINATIONS - Except as required for initial employment, employees required by the Employer to have a physical examination as a condition of employment shall be provided the examination at no cost to the employee, when provided by a physician designated by the Employer. An employee who chooses to have such physical provided by another physician may do so and will be reimbursed up to and not to exceed the cost charged to the

Employer by its designated physician or thirty-five dollars (\$35.00), whichever is greater.

- F. IN-SERVICE TRAINING - A minimum of three (3) in-service training programs (days) will be offered or provided to direct care employees each program year. A minimum of two (2) in- service training programs (days) will be offered or provided to non-direct care employees each program year. Each program will provide appropriate in-service hours, as applicable, and shall be mandatory. One in-service program will be scheduled on NEOEA Day in October. Surveys will be conducted to assess training needs.

In-service programs will include First Aid, CPR, delegated nursing, and other pertinent training options, as applicable. The Employer will apply for Continuing Education Credits (CEU's) and/or DD training credits as applicable.

If an employee does not receive the necessary training during Agency provided in-service training during assigned work hours, then it shall be the employee's responsibility to gain the necessary CPR and First Aid training, as well as any other necessary in-service hours, on his/her own time and at his/her own expense, either through Board sponsored make-up times (evenings) or through outside programs.

- G. UNIFORM ALLOWANCE

The Board will pay for uniform rental and cleaning for the mechanic and custodial staff. It is recognized that the Geauga County Auditor has determined that this is to be treated as a taxable benefit to the employee. The mechanic or custodial may decline the uniform by notifying the applicable supervisor/director in writing.

- H. DRESS STANDARDS - Attire shall be appropriate to the assignment.

ARTICLE 13 **WORK RULES**

- A. The Employer may prepare, issue, and enforce work rules, efficiency standards, and safety regulations in the exercise of its management function. Such rules shall be fair, reasonable, fairly and reasonably applied, and shall not be in conflict with this Agreement.
- B. The Association may grieve any work rule; for the purposes of this Section, the Board's compliance with requirements, regulations, and mandatory standards of the Ohio Department of Education, the Ohio Department of Developmental Disabilities, the Ohio Department of Health, the Ohio Department of Human Services, and other regulatory agencies shall not be deemed to be work rules and shall not be grievable.
- C. When rules, standards, or regulations are changed or established, the Employer shall provide the Local Association President and/or his/her designee a copy of the changed or new rules at least ten (10) work days prior to the effective date(s) and, at the same time, shall post a copy, except in emergencies, when such rules will go into effect immediately.

Immediately upon implementation of any new or changed rule, copies shall be distributed to all represented employees.

ARTICLE 14
FITNESS FOR DUTY

The Board shall have the right to direct an employee to have a physical examination, at Board expense; and exercise its statutory rights in accordance with Federal and Ohio law concerning the employee(s)' fitness for duty. Decisions regarding fitness for duty shall not be made in an arbitrary or capricious manner. Rules regarding fitness for duty shall not be made in an arbitrary or capricious manner.

ARTICLE 15
DRUG-FREE WORKPLACE

A. The parties to this Agreement oppose the illegal use of drugs by any employee. The parties agree that it is in the best interests of this Agency, the Association, and all clients/students served, for the Employer to maintain a drug-free workplace. Each will wholeheartedly support reasonable efforts by the other to obtain and maintain this result.

B. The Association further recognizes the right and duty of the Employer to make, publish, and enforce rules and policies to assure this result. It is expressly recognized by the Employer that bargaining unit employees have the right to challenge, through the grievance procedures of this Agreement, the reasonableness of any rule or policy adopted to accomplish this goal.

C. The term "drug" includes cannabis, as well as other controlled substances including alcohol as defined in the Ohio Revised Code.

The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

D. Employees may be tested for illegal drug usage where there is reasonable grounds to believe that the employee to be tested is abusing illegal drugs as objectively found by at least two (2) designated Employer representatives.

E. Provided the Employer has reasonable cause to believe that the employee to be tested is abusing illegal drugs, an employee refusing to submit to testing shall be subject to discharge.

F. Testing shall be conducted at a laboratory that meets "Mandatory Guidelines for Federal Workplace Drug Testing Programs and is listed on the Federal Register." Confirmation testing shall meet standards recognized by the U.S. Department of Health and Human Services. Testing may include blood or urine.

Testing shall begin with the taking of two (2) fluid samples or splitting one (1) sample into two (2) separate containers. Second samples shall be retained for a period established under the "Mandatory Guidelines for Federal Workplace," as accepted by the U.S. Department of Health and Human Services or six months whichever is greater. If an employee tests positive, the second test shall be made from the original sampling. If such confirmatory test is also positive, such employee shall be subject to discipline up to and including discharge. The Employer, on a one (1) time basis, shall delay imposing discharge for any such finding until after it has informed the employee of assistance and rehabilitation programs available, and the employee has been accorded the opportunity to accept or reject such assistance. In the event the employee accepts such assistance, they shall execute a release authorizing the Employer to obtain information from drug/alcohol counselors or other professionals involved in the employee's rehabilitation program indicating their performance of program requirements and progress. At such time as the employee completes a program, the Employer may require random testing of such employee for a period of one (1) year utilizing the same procedures as herein described above. A positive test shall result in removal.

- G. The Employer shall pay for the first two (2) tests. Additional tests of the original specimen desired by the employee shall be at his or her own expense, and done at lab of his choice other than the one used by the Employer.
- H. Employee confidentiality shall be maintained; however, if positive testing results in disciplinary action, this shall be recorded in the employee's personnel file.
- I. The Federal Highway Administration has issued special regulations (49 CFR Part 382) for those employees whose position requires a commercial driver's license (CDL), and this agreement recognizes the regulations and procedures contained therein.

ARTICLE 16
TRANSPORTATION-VAN DRIVERS/MECHANIC

These provisions are applicable to employees in the Van Driver classification and the Mechanic classification.

A. **SENIORITY**

- 1. Seniority will be calculated and will accrue in accordance with Article 9, Seniority.
- 2. The Transportation Department will maintain separate seniority lists for each employee classification: i.e., van driver and transportation aide. Employees will only appear on the list for their current classification.

B. **ROUTES, SCHEDULES, ASSIGNMENTS**

- 1. Full-time Van Drivers will be scheduled as needed and will be compensated based upon a minimum of twenty-five (25) hours per week.

2. If a driver only works half of the day (one morning or evening run), he/she will be paid for half of his/her regular hours for that day.
3. During the month of July of each calendar year, Van Drivers may submit requests for preferred routes to the Transportation Manager, recognizing that routes and schedules are subject to change. The Transportation Manager will consider preferences along with operational, staffing, and consumer needs.

Routes, schedules, and assignments shall be adjusted as necessary by the Transportation Supervisor.

While the base routes represent the normal assigned duties of an employee, the needs of the agency may require the Transportation Supervisor to reassign a staff member to meet a more pressing need. The Transportation Supervisor will provide written notification of any reassignments to the affected staff member(s) if the reassignment is expected to last more than five (5) workdays.

C. VEHICLES

1. All vehicles shall be stationed at locations established by the Employer. In the event it becomes necessary to house a vehicle at a site other than that established at the beginning of the program year, the affected employee will be given thirty (30) calendar days advance notice of the change, except when the thirty (30) days is impracticable.
2. For maintenance and repair problems, drivers are responsible for notifying the mechanic on forms provided for this purpose. A copy of the form shall be returned to the driver upon completion of the repair as notice of such completion.
3. The Employer shall provide materials and a place for vehicle washing if the driver or aide is required to wash the vehicle at no cost to the employee.
4. Vehicles shall have operable communication devices, first-aid equipment, and fire extinguishers.
5. The Employer shall provide salt or an equivalent for the drivers, as needed.
6. The mechanic will have an agency vehicle available to him to travel wherever an agency vehicle is stranded or stationed in case of a breakdown. In the event that it is necessary for the mechanic to utilize his personal vehicle to access a stranded/stationed agency vehicle, he will be reimbursed mileage in accordance with the provisions of Article 17 herein.

D. MAINTENANCE TIME

1. Pre and post-trip maintenance time, inspection, cleaning, paperwork, fueling and any other related duties shall be performed within routine scheduled hours unless specifically approved otherwise by the Transportation Supervisor.

E. WAITING TIME/DOWN TIME FOR VAN DRIVERS

“Waiting time” is defined as time between van runs of zero (0) to thirty (30) minutes. “Down time” for the purposes of this section is defined as time between van runs that is in excess of thirty (30) minutes, or other times when a driver is able to attend to personal activities. The determination of pay for waiting or down time will be based on whether the employee has been assigned a duty or is in an unpaid status.

1. Drivers can be paid for scheduled “waiting time” if it is approved in advance by the supervisor. Drivers shall not receive compensation for time that is not approved or when not providing a duty or a service. Drivers shall not receive compensation for “down time.” The following is the only exception:

Circumstances beyond the driver's control cause an excessive waiting period to occur away from these facilities. Drivers must contact the Transportation Supervisor or the base for guidance at these times. These times must be approved by the supervisor in order to receive pay.

2. Drivers shall be at the facility (in the transportation office or at the garage) during the “waiting time” and be available for assignment. The supervisor may approve an appropriate off-grounds location if the need exists.
3. It is expected that drivers use “waiting time” to maintain their vehicles (cleaning interior, washing exterior, washing windows, etc.) or other reasonably related responsibilities as assigned by the supervisor.
4. For drivers not returning to the facility, “waiting time” shall start after the driver would normally be at the facility, as approved by the supervisor.
5. Drivers who are in an unpaid status may attend to personal activities during the waiting time, e.g., shopping, walking, eating, or site-seeing, provided they can be reached if a schedule changes.
6. The vehicle may be used by the driver during a waiting time only with the approval of the Transportation Supervisor.

F. ADDITIONAL TIME

Drivers and aides shall be compensated for additional hours worked beyond their regular scheduled hours (including maintenance time) following the guidelines outlined in Article

7 and section B of this article. No employee shall receive double pay for the same time. Employees are not allowed to modify their schedule without permission from their supervisor. Pre-approval of any additional time is required except in an emergency situation. If the employee cannot get prior authorization due to an emergency, the incident shall be reported to the supervisor as soon as possible, and not later than the next business day following the day of the emergency.

- G. DRIVER TRAINING – Upon approval of the Transportation Supervisor, the Board will pay for training of current and prospective driving employees of the GCBDD.
- H. ABSTRACTS/SUPPLIES
 - 1. ABSTRACTS – The Board shall pay the cost of all abstracts as required for drivers from the Bureau of Motor Vehicles.
 - 2. SUPPLIES – Cleaning equipment and supplies shall be provided by the Board when an employee is expected to clean/maintain a vehicle.
- I. PHYSICAL EXAMINATION – Annual physical examinations for drivers shall be at the expense of the Board. The Board will designate those facilities at which physical examinations will be conducted.
- J. BACKGROUND CHECK – Newly employed drivers shall be subject to criminal background and driving checks.
- K. MEETINGS – Transportation employees will be paid their regular hourly rate for meetings and/or parent conferences that employees are required to attend by the Transportation Supervisor.

ARTICLE 17
SALARY AND FRINGE BENEFITS

- A. WAGE RATES
 - 1. Wage schedules shall be established as found in Appendix A of this Agreement.

The Instructors' salary schedules include the following classifications: Certified/Licensed Instructors, i.e., Adaptive Physical Education Instructor and Music Therapist, and Speech Language Therapist.
 - 2. During the term of this agreement, an employee may be eligible to advance between the minimum and maximum rates for the applicable classification based upon experience and time in active pay status (experience increase/advancement). Eligibility for an experience increase during the term of this agreement shall be as follows:

An experience increase must be expressly authorized herein for the applicable program year or other specified period (subsection 3);

An employee can advance only between the minimum and the maximum rates for the applicable classification (i.e., no advancement shall cause an employee to exceed the maximum rate for the classification);

A twelve (12) month employee must have been hired by December 31st of the preceding program year/specified period and been in active pay status one hundred sixty-one (161) days of the respective period to be eligible for experience advancement.

A nine (9) month employee must have been hired by December 31st of the preceding program year/specified period and been in active pay status for one hundred twenty (120) days of the respective period to be eligible for experience advancement.

Upon implementation of the wage schedules set forth in Appendix A, should an employee's wage rate exceed the established maximum for the applicable classification, the affected employee shall not be eligible for an experience advancement until such time as the maximum may be increased in a manner that would allow for such an advancement without exceeding the maximum.

3. Effective with the seventeenth (17th) pay of the program year, eligible employees shall receive an experience advancement, not to exceed the maximum rate for the applicable classification.

Effective with the first full pay period following ratification/implementation of this Agreement, all eligible employees shall receive up to a 3% experience advancement not to exceed the maximum for the applicable classification. Employees at the maximum, or within ten (10) cents of the maximum, and not eligible for the experience advancement, shall receive a one-time lump sum payment of \$700.

Effective with the 17th pay of 2015, the minimum and maximum rates of bargaining unit classifications, excluding Instructor and Physical and Occupational Therapist, shall be increased by one (1%) percent. All eligible employees shall receive up to a 2.5% experience advancement not to exceed the maximum for the applicable classification.

Effective with the 17th pay of 2016, the minimum and maximum rates of bargaining unit classifications, excluding Instructor and Physical and Occupational Therapist, shall be increased by one (1%) percent. All eligible employees shall receive a 2% experience advancement not to exceed the maximum for the applicable classification.

Effective with the 17th pay of 2017, the minimum and maximum rates of bargaining unit classifications shall be increased by one (1%) percent. All eligible employees shall receive a 2.25% experience advancement not to exceed the maximum for the applicable classification.

PHYSICAL THERAPY/OCCUPATIONAL THERAPY – The Association specifically approves the Board's authority to enter into such individual negotiations and to bring in new employees at a step commensurate with their total work experience in occupational and/or physical therapy.

B. NEW EMPLOYEES.

Normally all new employees shall receive the minimum rate established for the classification in which they are hired.

If the Employer determines a new employee's skills and ability exceed the entry level (minimum) for the applicable classification, the Employer may place the employee at a rate higher than entry level. Non-bargaining unit employees who transfer into a bargaining unit position for purposes of this contract, are viewed as new employees

The Employer shall credit a new teacher with up to five (5) years of prior teaching or military experience for purposes of placement onto the wage schedules, not to exceed fifteen percent higher than the minimum.

C. PROMOTIONS/DEMOTIONS/CLASSIFICATION CHANGES

An employee who successfully bids from one classification to another shall be paid at the new hourly rate on the first day worked in the new classification. The new hourly rate shall be determined according to the following:

In cases of promotion the employee's hourly rate shall be set at three percent (3%) higher than the former rate, not to exceed the maximum for the applicable classification.

If the move is considered lateral, the employee's hourly rate shall remain the same.

If the move is considered down, the employee's hourly rate shall be set at a rate six percent (6%) lower than the former rate, not to fall below the minimum for the new classification.

Promotion shall be those classifications that have an entry rate higher than their present schedule.

Lateral are those classifications that have the same entry and top rates of their present schedule.

Down are those classifications that have an entry or top rate lower than their present schedule.

D.

1. When the Employer transfers an employee to work in a higher classification on a temporary or emergency basis to replace employees who are off for a period of more than one (1) contractual day or greater, the employee shall be compensated at the entry rate or such rate that reflects an increase.
2. Employees temporarily assigned to work in classifications below their own shall receive their regular rate of pay, except in cases which are the result of a demotion or disciplinary action or voluntary reduction.

E. SUPPLEMENTAL STIPENDS

Camp (Seven [7] hours compensatory time per overnight)

Dance Chaperones (3) \$35.00 per dance (2 hours)

F. BENEFIT ELIGIBILITY AND DEFINITIONS – FULL-TIME, PART-TIME

1. All permanent part-time employees hired to work less than sixty (60) hours in a bi-weekly pay period shall be limited to fringe benefits of PERS/STRS₅ under the terms and conditions therein established, and sick leave benefits on a pro-rata basis to be used for sick leave and funeral leave as prescribed in those articles, and holidays they would have normally been scheduled to work subject to provisions set out in the Holiday section. In the event a permanent part-time employee works more than sixty (60) hours in each biweekly pay period for a consecutive six (6) month period, the Employer and the Association shall meet, at which time a determination shall be made to determine the employee's eligibility status. Note: Last sentence moved from former subsection 3.
2. All employees employed as permanent full-time employees who have completed their probationary period and are regularly scheduled to work minimally sixty (60) hours in a bi-weekly pay period for the purposes of this Agreement, are considered full-time employees and are entitled to all rights and privileges contained in this Agreement

G. LIFE AND MEDICAL INSURANCE

1. The Employer shall continue to offer life and health care coverage to eligible bargaining unit employees. The Employer shall offer a base health plan and will offer alternate plans as otherwise provided through the insurance committee provisions contained within this agreement.

- a. The following maximum Employer monthly contribution amounts for total health plan costs are established to provide a threshold whereby the Health Care Committee must act to contain/reduce plan costs or pass additional costs on to participating employees. Cost in excess of the maximum single or family health plan amount shall trigger action by the Committee.

Effective March 1, 2015, the maximum Employer monthly contribution amounts for total health plan costs (premium cost and any HSA cost as applicable) shall be as follows:

Employer Maximum Contribution per Month

<u>Single</u>	<u>up to \$650</u>
<u>Family</u>	<u>up to \$1625</u>

(Effective March 1, 2015, participating employees shall be responsible for the balance of health plan costs [cost less the Employer contribution – rounded]. Employee cost sharing commencing March 1, 2015, for each plan offered, is set forth in Appendix B.)

Effective January 1, 2016, the maximum Employer monthly contribution amounts for total health plan costs (premium cost and any HSA cost as applicable) shall be as follows:

Employer Maximum Contribution per Month

<u>Single</u>	<u>up to \$670</u>
<u>Family</u>	<u>up to \$1675</u>

Effective January 1, 2017, the maximum Employer monthly contribution amounts for total health plan costs (premium cost and any HSA cost as applicable) shall be as follows:

Employer Maximum Contribution per Month

<u>Single</u>	<u>up to \$690</u>
<u>Family</u>	<u>up to \$1725</u>

Effective January 1, 2018, the maximum Employer monthly contribution amounts for total health plan costs (premium cost and any HSA cost as applicable) shall be as follows:

Employer Maximum Contribution per Month

<u>Single</u>	<u>up to \$710</u>
<u>Family</u>	<u>up to \$1775</u>

Eligible employees may elect the base or alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s).

One hundred percent (100%) of the costs in excess of the Employer maximums set forth above shall be paid by the participating employee for any plan selected by the employee. Additionally, any surcharge for continuing coverage for an over age child shall be the responsibility of the employee.

- b. The Employer may change carriers as necessary.

2. INSURANCE COMMITTEE

- a. An insurance committee shall be maintained and convened for the purpose of reviewing all current insurance specifications. The Committee shall oversee on a continuing basis all alternate health plans to be offered. The Committee shall consist of voting representatives from the Union, non-bargaining unit, and management as follows:

Union – up to three (3) bargaining unit representatives appointed by the Union

Non-bargaining: two (2) representatives - 1 selected from non-management residential positions, 1 selected from non-management Service and Support Administration positions

Management: up to three (3) representatives appointed by management

The Board and the Association may each have one non-voting labor relations consultant attend Committee meetings.

The Committee shall have the power to make its own internal rules of operation. Any changes recommended by the Committee for alternate plans will be implemented.

- b. The Committee shall first choose an insurance consultant to assist in training members on insurance issues and analyzing current insurance benefits and insurance benefit proposals. If the Committee reaches consensus on the selection of a consultant, the cost of the consultant shall be borne by the Board. If the Committee is unable to reach consensus on the selection of any of the candidate consultants, the Committee shall retain the consultant favored by the majority of the Committee members.
- c. The Committee shall determine a calendar of training, meetings, and determine when to submit a request for proposal (RFP) to insurance carriers for any or all of the insurances it oversees.

- d. The Committee shall have the power to change the coverage of any of the alternate plans.
 - e. The Committee process set forth above shall be retained for the contract term.
3. Such life and health insurance shall be offered and available to eligible employees upon the first of the month following completion of sixty (60) calendar days of service with the Agency or such other date as an employee becomes eligible pursuant to applicable plan requirements.

An external interim employee replacing a current employee on an extended leave shall not become eligible for health care coverage until the month after the current employee is no longer eligible to receive such benefits.

4. Single and family coverage for eligible employees shall be determined by dependent status (IRS ruling). In the event a married couple works for the Employer and both are eligible, the least costly option to the Board (e.g., a choice of two [2] single plans or one [1] family plan) shall be offered. There shall be no duplication of policies where other family members are covered under a plan of the Employer. Employees hired prior to December 31, 2014, who regularly work at least twenty (20) hours, but less than thirty (30) hours per week shall be entitled to single coverage only as provided in this Agreement. Employees hired on or after December 31, 2014, who regularly work at least thirty (30) hours per week shall be entitled to coverage as provided in this Agreement.
5. Provisions established under COBRA shall be offered to employees or former employees under terms established therein.
6. An employee who is eligible for health care coverage but declines said coverage may elect to take just dental and/or vision without the health policy at no cost to the employee.
7. The Employer shall pay one hundred percent (100%) of the premiums for group term life insurance in the amount of thirty thousand dollars (\$30,000.00) for all eligible bargaining unit employees. For life insurance for employees hired prior to December 31, 2014, eligible means all employees who work more than twenty (20) hours per week. For life insurance for employees hired on or after December 31, 2014, eligible means all employees who work more than thirty (30) hours per week.
8. OPT-OUT – Any employee who is covered by his/her spouse's or parent's family health insurance coverage, or own individual healthcare coverage, may waive coverage through the Board during the open enrollment period and receive a cash

“waiver bonus” of five hundred dollars (\$500.00) quarterly to be paid by the second pay date in January, April, July, and October of each quarter within the plan year in which the employee waives coverage (no proration). The waiver bonus option is not available to employees who do not become covered under another insurance plan. The waiver must include written documentation from the employer of the spouse or parent, or the individual, of the availability of other insurance coverage. The written documentation must include the name of the carrier that provides the coverage and the identifying number of the policy, contract, or plan. The waiver must clearly explain the procedure for enrollment if the spouse's coverage is lost during the year. An employee who notifies the Board within thirty (30) calendar days of the “involuntary” loss of other insurance coverage may enroll in the Board plan without evidence of insurability with coverage to become effective on the date the other insurance terminates. For purposes of this section, “involuntary” loss of the other coverage shall include loss of coverage due to the lay-off of the spouse or parent, reduction in hours, death, divorce, or separation from employment (including termination, resignation, or retirement). It shall also include loss due to an increase in premium cost of the insurance of the spouse or parent, or of the employee’s other coverage, subject to and conditioned upon the approval of the insurance carrier and at no additional premium cost to the Board. Enrollment must be supported by written documentation from the spouse's employer of the termination of the other insurance coverage. An employee may always re-enroll without evidence of insurability or loss of coverage during the annual enrollment period. Applications for the Opt-Out provision shall be submitted annually during the open enrollment period.

ARTICLE 18

EDUCATOR LICENSES: PROFESSIONAL DEVELOPMENT COMMITTEE
(SECTION 3319.22-OHIO REVISED CODE)

For purposes of determining whether coursework by educators and professional development plans meet the requirements for renewal of certificates and licenses pursuant to ORC requirements, affected employees may submit such matters for review through the Geauga County Educational Services Center.

ARTICLE 19

LABOR-MANAGEMENT COMMITTEE

- A. A Labor-Management Committee shall be established. The committee may act in an advisory capacity, in discussing subjects of mutual concerns that are related to this Agency.
- B. The committee shall be comprised of the MEA President and three (3) MEA representative employees, the Superintendent or designee, and three (3) administrative representatives of the Employer. Additionally, the OEA LRC and a non-employee representative/consultant to the Board may attend at the discretion of each respective party.

- C. The meetings shall be scheduled monthly during the school year. If there are no agenda items from either party, the meeting may be cancelled. In no case shall there be less than four (4) meetings in each year of this Agreement. Special meetings may be held during the summer as needed.
- D. The meetings may be scheduled during work hours not to exceed two (2) hours unless mutually extended. Participating employees may attend meetings without loss of pay. Time for meetings will be established by the Labor-Management Committee.
- E. Tentative agendas shall be exchanged five (5) calendar days prior to the scheduled meeting. Upon mutual agreement, the parties may discuss any subject that pertains to the Geauga County Board of DD except that there shall be no discussion that will replace steps outlined in the grievance procedure.
- F. Decisions of this body shall not serve to add to or subtract from the provisions of this Agreement except by mutual agreement of the parties.

ARTICLE 20
NO STRIKE-NO LOCKOUT

- A. During the term of this Agreement, neither the Association nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer.
- B. The Association agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section A to return to work.
- C. A violation of this article may be chargeable as a serious disciplinary offense.
- D. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this article.
- E. There shall be no lock-out by the Employer during the term of this Agreement. Nothing contained herein shall preclude the Association from obtaining judicial restraint and damages in the event of a violation of this clause.
- F. There shall be no reprisals against any employee or officer of the Association for exercising any provision of this contract.

ARTICLE 21
FORM, EFFECT, AND DURATION

- A. **FORM** – The Agreement booklet with appendices contains the entire agreement between the parties. It shall be entitled "Agreement Between the Geauga County Board of Developmental Disabilities and the Metzenbaum Employees Association" and shall be signed by the Chairperson of the Board, their Chief Spokesperson, and the Superintendent and the President of the Association, their Chief Spokesperson, and the Labor Relations Consultant.

Within thirty (30) calendar days after this contract is signed, copies shall be printed and distributed to each member of the bargaining unit, and the Association and the Agency shall each receive fifty (50) additional copies. The cost of printing shall be borne equally by the Association and the Board. All new staff members in the bargaining unit shall be provided a copy of this booklet upon hiring by the MEA President/designee.

- B. **SEVERABILITY** – Should any agency or any court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

The parties shall meet within ten (10) work days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

The conditions, requirements, and stipulations enumerated in this Agreement constitute the complete and sole contract between the Geauga County Board of DD and the Metzenbaum Employees Association. No other conditions, stipulations, or requirements (either verbal or written) will be recognized unless mutually agreed upon or required under Ohio Revised Code Chapter 4117.

- C. Except where a specific O.R.C. provision has been preserved by an express provision of this agreement, this agreement supersedes and replaces any and all provisions of Chapter 124 O.R.C., 9.44, and Section 325.19 O.R.C., governing wages, hours, terms, and other conditions of employment.

Notwithstanding the above, Section 124.57 shall continue to apply to bargaining unit employees.

- D. **DURATION** – This Agreement shall be effective March 1, 2015, and shall remain in full force and effect through midnight February 28, 2018.

SIGNATURE PAGE

This Agreement between the Board and MEA/OEA is entered into on _____, 2015, and attested to by the participant representatives whose signatures appear below:

**FOR THE GEAUGA COUNTY
BOARD OF DD**

**FOR THE METZENBAUM
EMPLOYEES ASSOCIATION**

Chairperson of the Board

MEA President

Negotiations Chairperson

Negotiations Chairperson

Superintendent

Implemented pursuant to Board Resolution 15-16 (A). Passed February 10, 2015.

APPENDIX A
SALARY SCHEDULES

Classification	Minimum	Maximum
ACCOUNT CLERK		
First full pay following ratification/implementation	\$12.20	\$19.45
17th pay of 2015	\$12.32	\$19.64
17th pay of 2016	\$12.45	\$19.84
17th pay of 2017	\$12.57	\$20.04
EARLY INTERVENTION SPECIALIST		
First full pay following ratification/implementation	\$20.00	\$31.50
17th pay of 2015	\$20.20	\$31.82
17th pay of 2016	\$20.40	\$32.13
17th pay of 2017	\$20.61	\$32.45
CUSTODIAN		
First full pay following ratification/implementation	\$11.45	\$17.45
17th pay of 2015	\$11.56	\$17.62
17th pay of 2016	\$11.68	\$17.80
17th pay of 2017	\$11.80	\$17.98
REGISTERED ADULT SVC. WKR.		
Hired on or after June 1, 2011		
First full pay following ratification/implementation	\$11.20	\$18.95
17th pay of 2015	\$11.31	\$19.14
17th pay of 2016	\$11.43	\$19.33
17th pay of 2017	\$11.54	\$19.52
REGISTERED ADULT SVC. WKR.		
First full pay following ratification/implementation	\$13.20	\$20.95
17th pay of 2015	\$13.33	\$21.16
17th pay of 2016	\$13.47	\$21.37
17th pay of 2017	\$13.60	\$21.58

INSTRUCTOR

First full pay following ratification/implementation	BA Degree	\$23.75	\$39.50
17th pay of 2017		\$23.99	\$39.90
First full pay following ratification/implementation	BA + 15	\$24.75	\$41.50
17th pay of 2017		\$25.00	\$41.92
First full pay following ratification/implementation	MA Degree	\$25.75	\$43.50
17th pay of 2017		\$26.01	\$43.94
First full pay following ratification/implementation	MA + 15	\$26.75	\$45.50
17th pay of 2017		\$27.02	\$45.96

RCSW

		Hired prior to 08-01-07	
First full pay following ratification/implementation		\$12.70	\$19.20
17th pay of 2015		\$12.83	\$19.39
17th pay of 2016		\$12.96	\$19.59
17th pay of 2017		\$13.08	\$19.78
		Hired on or after 08-01-07	
First full pay following ratification/implementation		\$12.70	\$16.20
17th pay of 2015		\$12.83	\$16.36
17th pay of 2016		\$12.96	\$16.53
17th pay of 2017		\$13.08	\$16.69

**JOB COACH /WORK COORDINATOR/REC.
LEISURE ASST.**

First full pay following ratification/implementation	\$14.45	\$22.70
17th pay of 2015	\$14.59	\$22.93
17th pay of 2016	\$14.74	\$23.16
17th pay of 2017	\$14.89	\$23.39

MECHANIC

First full pay following ratification/implementation	\$15.30	\$22.80
17th pay of 2015	\$15.45	\$23.03
17th pay of 2016	\$15.61	\$23.26
17th pay of 2017	\$15.76	\$23.49

NURSE - RN

First full pay following ratification/implementation	\$20.50	\$30.75
17th pay of 2015	\$20.71	\$31.06
17th pay of 2016	\$20.91	\$31.37
17th pay of 2017	\$21.12	\$31.68

NURSE – LPN

First full pay following ratification/implementation	\$15.80	\$24.30
17th pay of 2015	\$15.96	\$24.54
17th pay of 2016	\$16.12	\$24.79
17th pay of 2017	\$16.28	\$25.04

**PHYSICAL AND
OCCUPATIONAL THERAPY**

First full pay following ratification/implementation	\$29.75	\$46.00
17th pay of 2017	\$30.05	\$46.46

SOCIAL WORKER

First full pay following ratification/implementation	BA Degree	\$15.80	\$27.30
17th pay of 2015		\$15.96	\$27.57
17th pay of 2016		\$16.12	\$27.85
17th pay of 2017		\$16.28	\$28.13

First full pay following ratification/implementation	MA Degree	\$16.80	\$29.30
17th pay of 2015		\$16.97	\$29.59
17th pay of 2016		\$17.14	\$29.89
17th pay of 2017		\$17.31	\$30.19

TRANSPORTATION AIDE

First full pay following ratification/implementation		\$10.45	\$15.20
17th pay of 2015		\$10.55	\$15.35
17th pay of 2016		\$10.66	\$15.51
17th pay of 2017		\$10.77	\$15.66

VAN DRIVER

First full pay following ratification/implementation		\$11.60	\$17.70
17th pay of 2015		\$11.72	\$17.88
17th pay of 2016		\$11.83	\$18.06
17th pay of 2017		\$11.95	\$18.24

NOTE: Dates determined by Article 17 (A) (3)

APPENDIX B
HEALTH COVERAGE COST SHARING

(Effective March 1, 2015 for plan year 2015)

Plan		2015 Total Cost	Employee Share
			(March)
113	S	\$ 669.84	\$ 20.00
	F	\$ 1,674.59	\$ 50.00
114	S	\$ 696.28	\$ 45.00
	F	\$ 1,740.17	\$ 115.00
115 (A)	S	\$ 692.44	\$ 40.00
	F	\$ 1,671.20	\$ 50.00
115 (B)	S	\$ 649.94	\$ -
	F	\$ 1,624.95	\$ -
Base	S	\$ 650.00	\$ -
	F	\$ 1,624.85	\$ -

March 1, 2015: Board share (contribution) is \$650 per month for single coverage and \$1625 for family coverage.

Annual HSA Contributions as approved by the Board for 2015 are as follows:

Plan 115 (A) Single \$1,250.00 / Family \$2,500.00

Plan 115(B) Single \$740.00 / Family \$1,945.00

Base Single \$2,370.00 / Family \$6,015.00

FORM 1

**METZENBAUM EMPLOYEES ASSOCIATION
ASSOCIATION RELEASE TIME**

Name of Employee Requesting Release _____

Name of Conference/Meeting _____

Sponsor of Conference/Meeting _____

Dates of Conference/Meeting _____

Time of First Session (may vary) _____

Time Employee Needs to Leave
In Order to Attend Conference _____

Number of Hours/Days Requested _____

By signing below, I certify that the statements made herein are true and that attendance at this conference/meeting was on official business of MEA.

President's Signature

Date

Director's Signature

Date

Superintendent's Signature

Date

FORM 2
Grievance No. _____
METZENBAUM EMPLOYEES ASSOCIATION
GRIEVANCE PROCEDURE
STEP ONE

Grievant _____ Department _____
Date of Occurrence _____ Appropriate Supervisor _____

Date of Informal Discussion _____ (Must be signed and dated by both
Employee and Immediate Supervisor)

Employee Signature Supervisor Signature

Attach copy of any written outcome of the informal discussion.

I. **STATEMENT OF GRIEVANCE** [Include reference to contract section(s) and page(s)] _____

II. **BASIS OF GRIEVANCE** [Describe the event including appropriate names and dates
and attach applicable correspondence]

III. **REMEDY SOUGHT**

Grievant Date

cc: Grievant; MEA Representative; MEA President

Date received by Appropriate Manager _____ Initial _____

Board _____ MEA _____

Date of Hearing _____

Disposition of Appropriate Manager _____

Appropriate Manager's Signature

Date Disposition: (circle one)
Hand Delivered OR Certified Mailed

cc: Grievant; MEA Representative; MEA President

FORM 3

Grievance No. _____
METZENBAUM EMPLOYEES ASSOCIATION
GRIEVANCE PROCEDURE
STEP TWO

Grievant _____ Department _____

Date of Occurrence _____ Superintendent/Designee _____

Date of Step One Grievance Hearing with Appropriate Manager _____

Date Disposition of Step One was received by Grievant _____

Reason for Proceeding to Step Two: _____

I. **STATEMENT OF GRIEVANCE** *[Include reference to contract section(s) and page(s). Attach copy of Informal and Step One outcomes.]*

II. **BASIS OF GRIEVANCE** *[Describe the event including appropriate names and dates and attach applicable correspondence]*

III. **REMEDY SOUGHT**

Grievant _____

Date _____

cc: Grievant; MEA Representative; MEA President

Date received by Appropriate Manager _____ Initial _____

_____ Board _____ MEA

Date of Hearing _____

Disposition of Superintendent/Designee _____

Appropriate Manager's Signature _____

Date Disposition: (circle one)

Hand Delivered OR Certified Mailed

cc: Grievant; MEA Representative; MEA President