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Background

The Stark County Board of Mental Retardation and Developmental Disabilities (the "Board) and the Stark County MR/DD Support Staff Association (the "Association) met eleven times, beginning in May 1998, in an attempt to renegotiate their collective bargaining agreement which expired on June 30, 1998. The parties reached a tentative agreement in the Spring, which was rejected by the Association. The parties continued to negotiate and reached impasse at the end of the bargaining session on September 24, 1998. They requested the assistance of a State Employment Relations Board (SERB) mediator. Mediation sessions were held on October 14, October 19 and October 22, 1998. The last negotiating session ended without a signed tentative agreement on the issues that had allegedly been resolved and without a list of the issues remaining for fact-finding.

On October 23, 1998, the Association filed a motion with the State Employment Relations Board (SERB) requesting a stay of the fact-finding proceedings. The SERB was not in session at the time of the filing and could not rule immediately on the motion. The undersigned fact-finder, Virginia Wallace-Curry, appointed by SERB, was without authority to delay the hearing without the consent of both parties. Because the Board did not agree to delay the proceedings, the first day of mediation/fact-finding was held on October 26, 1998, as previously scheduled.

On the morning of October 26, 1998, the Association filed a motion for a restraining order in Stark County Common Pleas Court to stay the proceeding. The Court ultimately overruled the motion finding that it lacked jurisdiction to decide the matter. The first day of mediation/fact-finding was spent waiting for a court ruling on the motion; signing a tentative agreement and narrowing down the issues that remained unresolved; and having the parties

separately present their positions on the issues to the fact-finder. The second day of mediation/fact-finding was held on October 28, 1998, which was a 12 hour day in which attempts to mediate were unsuccessful. The Association legal counsel made an appearance at the hearing and clarified the Association's prior requests for documents and evidence and received any remaining information that was available. The fact-finding hearing on the unresolved issues began at 2 p.m. and ended at 9 p.m. The following day, October 29, 1998, the fact-finding hearing was concluded, and the parties agreed to submit further supporting documents that did not require testimony and agreed to file post-hearing briefs.

The following reflects the parties' positions on the nine unresolved issues and the fact-finder's analysis and recommendations which were reached after consideration of the evidence presented and the criteria listed in SERB Rule 4117-9-05(J). By request of the parties, a copy of the tentative agreement which was initialed by both parties is attached to this document and is part of the Fact-finder's report.

ISSUES PRESENTED AND FACT-FINDER'S RECOMMENDATIONS

I. ARTICLE I - RECOGNITION

A. Association's Position

The Association proposes the following new language:

Any person performing any of the work included within any of the above job classifications listed in Section 1 shall be an employee of the MRDD Board holding the appropriate classification consistent with the work being performed by the person.

The Association contends that the above language is especially important to the

transportation department employees, who make up 75 % of the bargaining unit. It alleges that these employees are paid at significantly lower levels than their counterparts in surrounding MR/DD programs and statewide. On July 30th, only three weeks after the tentative agreement was rejected and only two days after the Association membership chose not to reconsider the tentative agreement, the Board stated its intention of abolishing the transportation positions. The Association argues that the proposal to subcontract the transportation work is a retaliatory act. Prior to the rejection of the tentative agreement, it was the negotiating team's understanding that the Superintendent had made a verbal promise not to subcontract bargaining unit work. This promise was the only reason that the Association had originally reached the tentative agreement. The Board has presented no evidence or testimony supporting their stated reasons for abolishing the transportation positions which only highlights the retaliatory nature of the decision.

The Association argues that other contracts from MR/DD programs in Summit, Portage and Columbiana counties contain language in the recognition clause that help protect the rights of employees from subcontracting. The Association asserts that its proposal for language protecting employees from subcontracting is extremely reasonable and necessary.

B. Board's Position

The issue before the Fact-finder is not whether this Board may subcontract, but rather, whether the Association's proposed language should be part of the successor contract. The Board contends that three years ago, the Association proposed a no subcontracting provision which the Board rejected and it continues to reject any such proposal during the current negotiations. This area represents a basic management right given to it under ORC 4117 and

under the collective bargaining Agreement, Article V, Board Rights, which give it the right:

- A. To determine the function and programs of the Employer;
- B. To determine the standards of services to be delivered;
- E. To determine the Employer's organizational structure;
- G. To maintain and improve the efficiency and effectiveness of the Employer's operation;
- H. To determine the overall methods, process, means or personnel by which the Employer's operation are to be conducted;
- J. To determine the adequacy of the work force;
- L. To effectively manage the work force;

Under no circumstances would the Board permit the substitution of its judgment in this area. The Board argues that, even if after negotiations and further investigation the Board were to decide not to subcontract immediately, it would be irresponsible for them to foreclose such a move in the future, if it were in the best interests of the clients it serves. To survive, the MR/DD program must operate in the most effective, efficient, and economical manner. Making decisions on what is best for the beneficiaries of the MR/DD program is not and should not be made by the employees, because their self interest may take precedence over the best interests of the vulnerable people the Board is to protect and serve.

The Board asserts that the Superintendent was not asked to appear at the ratification meeting for the tentative agreement to voice his promise not to subcontract the transportation positions as he had done for the prior contract, because he never made such a promise during the current negotiations as alleged by the Association.

The Board asserts that, regarding the language from other contracts submitted by the Association, Columbian and Portage do not prohibit subcontracting, and the contract for Portage county is for professional staff not support staff and does not include transportation employees. Therefore, these contracts do not support the Association's position that other contracts have

language similar to that proposed by the Association.

C. Analysis

The Association's proposal for language prohibiting subcontracting is not recommended. Although the Association argues that the Board did not prove the need for subcontracting and believes that the decision to subcontract was made in retaliation for the rejection of the tentative agreement, the issue before the Fact-finder is not whether the Board may subcontract. As the Board points out, the issue is whether the proposed language prohibiting the Board from subcontracting should be included in the successor contract. It is the Fact-finder's recommendation that it should not.

The Board has retained extensive rights to determine what is in the best interest of the clients it serves and must continue to do so. In addition, the MR/DD program must operate in the most effective, efficient, and economical manner to survive. The Board must retain the right to seek the most efficient and economical use of resources. This means that, in order to subcontract the transportation positions, the Superintendent must show that it is more efficient and economical to do so without jeopardizing the safety of the clients. The Association states that the Board does not have the evidence to prove this. Therefore, the decision to recommend subcontracting may have been made prematurely. Without the proper documentation to prove the worth of the proposal, it may not pass. This should prove to be sufficient safeguard for employees; therefore, the Association's proposed language is not recommended.

D. Recommendation

Maintain current language.

II ARTICLE X - EMPLOYEE RIGHTS

A. Board's Position

The Board proposes a change in the system of bidding for bus routes for drivers and riders (aides). The Board employs nine month and twelve month bus drivers and riders, because the Board must transport children, who attend school nine months a year, and adults, who attend workshops twelve months a year. Currently, employees bid on the routes based on their seniority and nine month drivers and riders may bid on twelve month routes and vice versa. Nine month routes are bid in the fall and twelve month routes are bid in the summer. As a result of this process, if a nine month employee bids on a twelve month route, the Board must find a twelve month employee who can finish the last three months of the route. If a twelve month employee bids on a nine month route, the Board must find three months of another route to complete the employee's twelve month contract.

The Board seeks to change the system so that the routes are bid only once a year. Nine month employees would bid only on nine month routes and twelve month employees would bid only on twelve month routes. Besides being a more efficient process, the change would have a positive impact on the clients.

The Board argues that its clients require stability and consistency. Under the current system, the adult clients must adjust to two employees for nine months and another two for the

remaining three months. Assistant transportation supervisor, Sandy Kuhn, testified that the rate of behavior problems and incidents increases when the faces of the drivers and riders change. The Board acknowledges that other factors may also cause increased behavior problems, but contend that the current system of bidding contributes to the stress on the mentally retarded adult clients. The employees want to keep the current system for personal reasons, child care, college classes, etc.; however, the Board argues that the needs of the mentally retarded and disabled clients must supercede the convenience of the employees.

For all these reasons, the Board argues that bidding procedure must be changed. There is no financially negative effect on the employees because the hourly rates are identical. Furthermore, the Board is willing to accept any definition of “seniority” that the Association proposes to accomplish this change.

B. Association’s Position

The Association opposes any change in the bidding procedure for bus drivers and riders. It argues that the current language has existed for at least 12 years. In the 1989 contract, the Association provided the Board with greater flexibility regarding scheduling by adding language that gives the Board final judgment on which aide is assigned to which run, and gives the Board the right to reassign buses, riders, and the routes drivers will cover if it is determined that reassignment is necessary.

The Association contends that the Board’s evidence regarding behavior incidents on the buses is not unequivocal. The Board provided incident reports for only 15 months, and the data reported is not consistent. For example, in July 1997, the data shows a 40% increase in incidents

over June 1997 due to the “effects from June staff change”; however, the change for the same period in 1998 is less than 10%. Additionally, every August, prior to the start of the school year, there is an in-service workshop in which employees are encouraged to document incidents that happen on the buses and may contribute to the increase in incident reports the accompany personnel changes at the beginning of the nine month school year. Other increases in incident reports may also be due to other factors than personnel changes, i.e. change in weather; new drivers as opposed to experienced drivers; more workdays in a month.

The current bidding procedure provides: 1) an important benefit gained through seniority; 2) the ability to work with the age group a person is best suited to without being forced to have their benefits reduced; 3) the ability to work another job in between split shifts required of drivers and riders; and 4) an opportunity for the clients in the program to gain experience in adapting to change. Currently, there is at least a 45 minute variance in the starting times of the morning and afternoon runs. A change in the bidding procedure would impact parents with child care responsibilities and those taking college classes to further their education.

In addition, surrounding county MR/DD programs have a process for bidding vacancies throughout the year, which is not available in Stark County, and/or an opportunity to utilize a bidding process for summer routes.

In summary, the Association argues that the facts demonstrate there exists no clear reason as to why the current contract language should be changed.

C. Analysis

The change in the bidding procedure proposed by the Board is recommended. This

proposed procedure would not only be more simple and efficient than the current one, but would benefit the clients as well. Although many factors may impact behavior for the MR/DD clients, all parties agreed that change is difficult to for them to handle. The consistency that the proposed procedure offers would benefit the clients and enhance the operations of the transportation department. The change will have an impact on some employees who must make new arrangements for child care, but only 20% of the transportation employees opt to take a route that does not coincide with the length of their position. The gain in efficiency in bidding only once a year and the benefits of a decrease in the behavior incidents will contribute to the smooth and efficient operation of the bus routes.

D. Recommendation

It is recommended that the bidding procedure be changed so that nine month employees bid only on the nine month routes and twelve month employees bid only on the twelve month routes. The Association is to determine how seniority in bidding the routes will be defined. The parties are to agree on language that reflects the above recommendation.

III ARTICLE XII - VACANCIES, TRANSFERS AND PROMOTIONS

A. Association's Position

The Association proposes to add the following language to Article XII, Section 2:

All vacancies shall be filled unless the work performed within that position no longer exists. All vacancies shall be posted within thirty (30) calendar days of the position being vacant, or immediately upon the establishment of new position.

The Association argues that the current language leaves the determination regarding when a permanent vacancy exists solely in the hands of the Board. Under current language, when a vacancy is not filled, the remaining work is redistributed among the remaining employees, without any additional compensation.

Sharon Head, head cook for 18 years, highlighted some problems in food service when positions went unfilled for months. As the workload increases, quality suffers. Problems, such as less detailed and updated inventory, reduction in end of the day cleaning, arise. Requests for overtime, although granted, were not enough to get the work completed. The Association argues that this runs contrary to Health and Safety language found in Article XI.

The Association argues that surrounding counties do not give management an unfettered right to determine when a vacancy can be filled.

B. Board's Position

The Board opposes the addition of the proposed language. It argues that the Association's proposal strikes at the very heart of management rights, i.e. the ability to determine the adequacy of the workforce. If the Board determines there is not enough work, it would be prohibited from eliminating a position. The Union would constantly challenge the determination of whether work "no longer exists."

Although Ms. Hunter testified that the work load increased when a vacancy was not immediately filled, she also testified that she was not denied overtime if it was requested. The Association alluded to health and safety concerns because of the unfilled vacancy, but no actual examples were given and no report of any violation was filed.

With regard to surrounding counties, Portage County has no requirement to fill a position and Columbiana County allows the employer to determine when a vacancy exists.

C. Analysis

The proposed language of the Association is not recommended. The current language provides adequate protection to employees who remain in the areas in which vacancies exist. Employees who feel overburdened by an increased workload due to a vacancy may request overtime. Ms. Hunter was never denied overtime when she requested it. If significant overtime is requested for work that legitimately can not be completed due to a vacancy, the Board will soon realize the importance of filling the vacancy and cutting the costs of overtime. There is no need to add the language proposed by the Association.

D. Recommendation

Maintain current language.

IV ARTICLE XV - PERSONNEL FILES

A. Board's Position

The Board proposes that Section 6 of Article XV be stricken. Section 6 requires the Board to expunge the personnel files after only one year if there are no other infractions and after two years if there is another infraction. The Board contends that this language makes it extremely difficult, if not impossible, to deal with wayward employees. The MR/DD clients are often incapable of defending themselves and deserve to have their caretakers be of the highest

quality and performance.

The Board argues that this language is exacerbated by Article X - Employee Rights which requires that progressive discipline be used. Progressive discipline is based, in part, on the employees record of discipline, performance and conduct. With the employee's file being expunged after 12 or 24 months, the Board is unable to establish a record on which to base the progressive discipline.

The Board's proposal asks that the article on personnel files be the same as the other bargaining unit represented by the OEA for the professional staff.

B. Association's Position

The Association opposes any change in the personnel records. It argues that the current language was drafted by the Board and placed in the 1989 contract. It has been approved by the State Employment Relations Board. And now the Board seeks to eliminate that language. The language in the current contract is consistent with the practice in surrounding unionized MR/DD programs. In fact, Summit County's policy is even more lenient than the current contract language.

The Association claims that if the current language is changed, the Board would modify its current Policy on Program Discipline and Corrective Action to reflect the change. This would result in a change in working conditions for all MR/DD employees who are covered by this Board Policy, including those not covered by this proceeding. Therefore, the Association seeks no change in the current language on personnel records.

C. Analysis

It is recommended that the personnel records be no longer effective after two years, if there is no intervening discipline. If there is intervening discipline, the discipline will remain in effect for four years. The Board's proposal to eliminate the current language would allow discipline to remain in an employee's file indefinitely. It would not recognize the efforts of the employee to improve performance, behavior or conduct. There must be some limit as to how long an employee's record can be used in assessing discipline. Two years of a clean disciplinary record is sufficient time to take an employee out of the category of "wayward." If an employee continues to incur discipline in that two year time period, the previous discipline will remain in effect for five years and can be used for progressive discipline purposes. This language is consistent with the surrounding counties.

D. Recommended Contract Language

It is recommended that the current language of Article XV, Section 6, be deleted and replaced with the following:

SECTION 6. If an employee is disciplined, any material regarding that action will be removed from the file after two (2) years, provided no intervening discipline occurs. If intervening discipline occurs, the information will remain in effect until five (5) years has elapsed.

V ARTICLE XX - VACATIONS

A. Association's Position

Currently twelve (12) month bus drivers and riders with eight years or more service are

awarded fifteen (15) days of vacation a year. The Association proposes awarding these employees who have over 15 years of service one additional day of vacation for every additional year of service, with a cap of 25 years. For example, a twelve month bus driver or rider with 16 years of service would get 16 days of vacation, a 17 year employee would receive 17 days of vacation, etc. The vacation time could be taken at the employee's discretion, if substitutes are available. The Association also proposes that nine (9) month employees with eight (8) years of service be awarded 22.5 hours of vacation compensation a year, to be taken during the Christmas shutdown.

The Association argues that this proposal will help retain both employees who currently have the required years of service for this benefit now, as well as other employee striving to expand their seniority and its value. It asserts that the similar employees in the surrounding counties have vacation benefits that allow for more flexible scheduling of vacation time than Stark County and accrual of vacation time up to three years.

The Association believes that the proposal for additional vacation covering a total of 36 employees, which is only 25% of the transportation department, is a beneficial proposal for the Association and Board. The Association recognizes many of the employee will continue to receive a week's pay at the two shutdowns, rather than go a week without pay. The benefit to the Board is hopefully a reduction in the high turnover of staff in the Stark County MR/DD program, where 33% of the employees have less than three years of service.

B. Board's Position

The Board opposes the proposal of the Association. The addition of vacation time

outside of shutdown time places a burden on the Board 1) to find substitute drivers, of which there is a dearth, and 2) to pay the additional compensation for the substitutes, if they can be found. With regard to the nine month employees, the Board opposes giving vacation pay to employee who already work only nine months a year. The Board, who must answer to the public, believes it would have a hard time giving this benefit to nine month employees when the only other employer that the Association could cite as awarding vacation pay to part time employees is K-Mart.

C. Analysis

The Board highlights the fact that substitutes are difficult to find for the bus drivers and riders and uses this as a reason not to award additional vacation time. However, if the Board is interested in maintaining its current roster of drivers and riders, it would be in the Board's interest in reward loyalty and reduce turnover. The awarding of additional vacation to these long service 12 month employees and 9 month employees could do just that. It is important to the Board to have a sufficient number of nine month drivers and riders. These employees often choose to work part-time to accommodate family and child rearing obligations. Although they work only nine months out of the year, these employees are not as easy to come by as those that may be hired at K-Mart. Their dedication to the clients of the MR/DD programs should be rewarded. By giving these employees vacation time during the shutdown period, there would not be the additional burden of scheduling or paying substitutes.

Therefore, it is recommended that the Board award bus drivers and riders with more than 15 years of service one additional year of vacation for each additional year of service, up to 25 a

maximum of 25 years. It is recommended that nine month employees who have more than 8 years of service be awarded two days of vacation time (9 hours) and those with 15 years of service be awarded three days of vacation time (13.5 hours) to be taken during the Christmas break.

D. Recommended Contract Language

Article XX - Vacations

Section 2.

- D. Twelve (12) month bus drivers and child welfare aides with more than fifteen (fifteen) years of service with the Employer are entitled to one additional day of vacation time (4.5 hours) for each additional year of service up to a maximum of 25 days vacation. The additional days of vacation may be taken at the discretion of the employee, if substitutes are available. This time may not be carried over into another anniversary year.**
- E. Nine (9) month employees who have eight (8) years of service with the Employer are entitled to two days of paid vacation time (9 hours). Nine (9) month employee who have fifteen (15) years of service with the Employer are entitled to three days of paid vacation time (13.5 hours). This time must be taken during the Christmas shutdown and may not be carried over into another anniversary year.**

VI. **ARTICLE XXIII - INSURANCE**

A. Board's Position

The Board proposes to increase to 20% the portion of the medical insurance premium paid by the employees. The Board argues that the experience of these employees has created a situation where the claims have exceeded the total amount of the premiums paid by \$750,000.

At the current 10% co-pay for employees, the Board's increased cost over the life of the proposed

contract is \$164,659. This amounts translates into an additional 1.5% raise per year in addition to the district's salary amount for this bargaining unit.

Under the Board's proposal, the employee would pay an additional \$18.49 per month for single coverage and \$44.92 for family coverage.

B. Association's Position

The Association opposes any change in the employee's share of health insurance premiums. It argues that to do so would be an inordinate burden on these employees. The Board's witness, Cliff Pocock, Treasurer for the Stark County COG Health Insurance Plan, stated that the COG did not have the ability to determine costs of benefits compared with premiums paid for this specific bargaining unit. He stated that the negative cash balance was based upon the experience of all employees of the Stark County Board of MR/DD. It would be wrong to penalize the least paid employees by asking them to shoulder the cost of increased health insurance premiums when most of the MR/DD employees covered by the health insurance plan are not part of this bargaining unit. The Agreement between the Board and the SCEPTA (professional staff) which runs through June 30, 2000 (or 2001) only requires employees to pay 10% of the health care premium.

The Stark County COG exists to control health care costs. Local associations, including the MR/DD Support Staff Association, joined the COG several years ago with that understanding, at the request of the Board. The Association employees should not bear the burden of cost overruns.

C. Analysis

The Board's proposal is not recommended. The although the costs of the current health care plan are greater than anticipated, the Board was unable to prove that the costs were attributable to the employees in the Association. Therefore, these employees should not shoulder the burden of lowering the costs to the Board.

It is recommended that the current language be retained and that the percentage of employee's contribution remain at 10%.

D. Recommendation

Maintain current language.

VII ARTICLE XXIV - COMPENSATION/OVERTIME/PERS PICKUP

A. Association's Position

The Association requests that the pay increases in the Agreement be awarded according to the following schedule:

1998 - June 25, 1998 through June 23, 1999

1999 - June 24, 1999 through June 23, 2000

2000 - June 24, 2000 through June 23, 2001

The Association asserts that the raises should be retroactive to the expiration of the previous contract between the parties.

B. Board's Position

The Board contends that the effective date of the pay increases must be upon ratification

of the Agreement by all the parties. The Board argues that the Association rejected the tentative agreement and now wants a “second bite at the apple.” It asserts that rejection of a tentative agreement is perhaps the most damaging and serious action a party to a labor contract can take, and the Board cannot acquiesce in this behavior. To sanction the rejection of a tentative agreement invites such behavior again in future negotiations.

In addition, the Board argues that the Association has been engaging in a pattern of delay tactics, including being unavailable for meetings, appealing to both the SERB and the courts for a stay of the fact-finding proceedings, and foot dragging over the three days of hearing, all of which cannot be condoned.

C. Analysis

Despite the rejection of the tentative agreement and the serious delay tactics engaged by the chief negotiators for the employees, the Association’s proposal for effective dates of the pay increases is recommended. The employees in this case should not be penalized for the judgments of its chief negotiators.

D. Recommended Contract Language

Article XXIV - Compensation/Overtime/PERS Pickup

SECTION 1.

B. Pay increases shall be awarded by the following schedule:

1998 - June 25, 1998 through June 23, 1999
1999 - June 24, 1999 through June 23, 2000
2000 - June 24, 2000 through June 23, 2001

VIII ARTICLE XXVII - DURATION

A. Association's Position

The Association proposes a three year contract without contingency language. It argues that the surrounding counties, Columbiana, Portage and Summit counties do not have contingency clauses. It argues that the appropriate comparison should be the surrounding counties and not any history which may exist in Stark County. The Association questions the need for such contingency language when the Board currently has a 30% cash carryover which continues growing.

B. Board's Position

The Board proposes that the Agreement be effective after ratification and remain in effect until June 30, 2001. It also proposes that the parties agree, in writing, to extend the Agreement for not more than one year from the expiration date. There may be a wage increase in that extension year, provided that any wage adjustment in the extension year be contingent on the passage of an operating levy.

The Board asserts that the contingency language mirrors that of the other OEA Association which represents the professional staff. Unlike a typical school district, a MR/DD Board must also have the approval of the County Commissioners to finalize a contract. Last year when the professional staff contract was settled, the commissioners required that any pay increases after the year 1999-2000 be contingent on the renewal of the levy. If the renewal fails, the Board will be \$1,354,843 in debt by the year 2001, and \$11,382,384 in debt by the year 2002.

C. Analysis

It is recommended that the Agreement be effective as of July 1, 1998 and remain in force for three years until June 30, 2001. The contingency language is necessary and mirrors the other contracts in the MR/DD program. Contrary to the Association's contention, the appropriate comparable in this case is the history within Stark County, not language in the surrounding counties' contracts.

D. Recommended Contract Language

Article XXVII - Duration

Section 1. This Agreement shall be effective as of July 1, 1998 and shall remain in full force and effect until June 30, 2001. The parties may, however, agree in writing to extend this collective bargaining agreement for not more than one (1) year from its expiration date and may provide for a wage increase in that extension year. However, any wage adjustment in the extension year shall be contingent upon the passage of an operating levy. Such extension is contingent upon the approval and ratification by the parties.

IX SALARY SCHEDULE

A. Association's Position

The Association proposes new 15 step salary schedules for all classifications of employees in the bargaining unit for the first year of the contract, which would provide a consistent index with a consistent number of steps each classification, compared to the variable schedules in the current contract. In addition, the Association proposes a 2%; 2%; 1% increase in the succeeding years after the first year. The Association argues that employees at the initial

steps in the current salary schedules are well below those for other county MR/DD programs, and a new index is necessary to correct the inequities.

The Association states that the Board has the ability to pay this salary proposal because of the Board's the projected cash carryover of \$9.1 million as of January 1, 1999. The Association asserts that its salary proposal would be an average increase of 9.3% - 1st year - \$251.100; 7.5% - 2nd year - \$221,165; and 6.5% - 3rd year - \$206.052. The figures show that wages and salaries as a percentage of expenditures has fallen to 79%, the lowest level in four years and well below the average of 85% for most districts.

The Association argues that the Board's worst case scenario of a loss of current levy receipts with the failure of a renewal levy is unlikely to occur. Most Stark County MR/DD levies pass on the first try. The most recent levy passed on the second attempt and it was for additional revenue, not just maintaining the current revenues.

B. Board's Position

The Board asserts that the current salary schedules provide steps ranging from 11 for Mechanics to 23 steps for Typist I & Asst. Cook. These represent automatic raises employees are given merely for completing another year of service and are in addition to any wage increases granted by the Fact-finder. The automatic step increases range from 2.2% to 8% between steps, with the average increases rearranging from 4.15% to 4.85%. Although the starting wages for Stark County MR/DD range from lower to middle range, the maximum wages at the top steps are competitive and among the highest in the state.

The Board proposes maintaining the current step amounts, but increasing the base (Step

0) index by 1% each year over the life of the contract. This proposal, including the automatic step raise, would amount to an increase of 4.3%; 4.1%; 4% and 3.7% respectively. These increases are quite competitive. The Association seeks to minimize the automatic step increases, but their effect is an increase over last year's wages and is therefore a raise.

The current proposal by the Association requires a new index and amounts to first year increases that range from 9% to 14%. When the automatic step increases are added in, the demand is 12.5% to 17.5%. In addition, the Association's proposal adds steps to each schedule which amounts to increases up to 27.5% in the highest steps. Such a complete overhaul of a salary index is complicated and the short term and long term impacts are not easily calculated. The Board argues that it is unrealistic for the Association to expect a fact-finder, in the compressed time available, to undertake such a wholesale reorganization of the salary schedule. The Association's additional cost figure of \$250, 000 was only for the first year and even if the cost was the same for each year, the total increased cost would amount to \$2.5 million.

The large carryover amount referenced by the Association is not uncommon in the early years after an additional levy has passed. This is the very reason a levy was passed, i.e. so that the district can live off the increased revenue for a period of years until another levy is passed. The Board must make the increased dollars from this levy last for a significant period, usually five to six years. The carryover will decrease over the coming years as expenditures exceed revenues. The Board's expenditures on wages, salaries and fringe benefits has averaged 84.46%, nearly identical to the 85% average cited by the Association's financial consultant.

C. Analysis

The Association's overhaul of the salary schedules and step index cannot be recommended. The alleged reason proffered for the change is to increase the salaries at the lowest steps of the schedules, which are well below averages for other counties. However, the proposed schedule does not remedy the problem. In looking at Salary Schedule A for Mechanic, the current Step 0 wage is \$9.58 and the highest level, Step 11 is \$14.62. The new Salary Schedule A has a Step 0 wage of \$10.50, which is a 9.6% increase and a Step 11 wage of \$16.16 which is a 10.5% increase. The highest level in the new schedule is Step 15 which has a wage of \$18.91 which is a 29% increase over the current highest step. This schedule does not close the disparity between how those on the lower steps are paid relative to those on the higher steps. It widens that gap. While the proposed schedules may raise those on the lowest steps to rates competitive with other counties, it places those at the higher steps well above other counties.

As the Board points out, devising new, equitable salary step schedules is complicated. This Fact-finder acknowledges that it is well beyond her capabilities to accomplish. Therefore, it is recommended that the current salary schedules and indexes remain the same. However, the Board's proposed salary increase of 1% per year appears to have been made in retaliation for the rejection of the tentative agreement and is far below what the Board can afford to pay. The Fact-finder accepts that the cash carryover amounts resulting from the passage of the last levy will be large in the initial years and will be spent over the next five or six years. However, there is sufficient money to compensate the Support Staff for having been awarded smaller increases than the Professional Staff for 95-97. It is recommended that the increases for 1998-2001 be 3.5%; 3.25%; 3.0% and 3.0% respectively. The step increase within each schedule affords employees a

raise in actual salary. The recommended across the board increases are sufficient to cover the cost of living and will raise employees wages in comparison to similar employees in other counties' MR/DD programs.

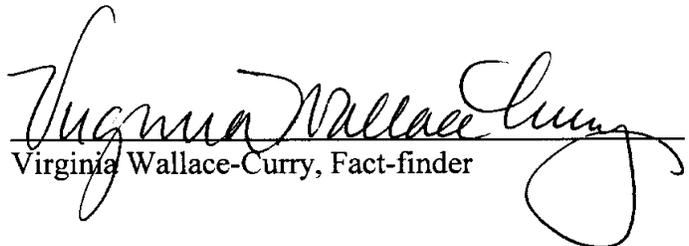
D. Recommendation

It is recommended the parties maintain the current step indexes, but increase the base (Step O) as follows:

1998-99	3.5%
1999-00	3.25%
2000-01	3.0%
2001-02	3.0%

X. CONCLUSION

The foregoing represents the recommendations of the Fact-finder on the nine issues left unresolved at the beginning of the fact-finding hearing. Attached to this report as Appendix A, is a copy of the signed tentative agreement of the parties on the issues that were resolved prior to the fact-finding hearing. Appendix B represents a summary of the recommendations on the unresolved issues.


Virginia Wallace-Curry, Fact-finder

Shaker Heights, Ohio
December 14, 1998

SUMMARY OF ISSUES AND RECOMMENDATIONS

<u>Issue</u>	<u>Recommendation</u>
1. Article I - Recognition	Maintain current language.
2. Article X - Employees Rights	Bidding procedure changed so that 12 month employees bid only on 12 month routes and 9 month employees bid only on 9 month routes.
3. Article XII - Vacancies	Maintain current language.
4. Article XV - Personnel Files	Discipline removed after 2 years if no intervening discipline and after 5 years if intervening discipline occurs.
5. Article XX - Vacations	Twelve month bus drivers and aides with more than 15 years of service are entitled to one additional vacation day (4.5 hours) for each additional year of service, to be taken at employee's discretion, if substitutes are available. Nine month employees with 8 years of service are entitled to two days of vacation time (9 hrs.); those with 15 years of service are entitled to three days of vacation time (13.5 hrs.) to be taken over the Christmas shutdown. No carryover of vacation time.
6. Article XXIII - Insurance	Maintain current language.
7. Article XXIV - Compensation	Pay increases retroactive to June 25, 1998.
8. Article XXVII - Duration	Contract in effect July 1, 1998 - June 30, 2001. Parties may agree to extend for not more than one year. Wage increases in extension year are contingent on passage of operating levy. Extension must be approved and ratified by the parties.
9. Salary Schedules	Maintain current step indexes, but increase base 3.5%; 3.25%; 3% and 3% over the life of the contract.

Fact-Finding Hearing
Case No. 98-MED-05-0554

Position Statement of the Stark County MRDD/Support Staff Association

1. Principal Representative

Bob Matkowski,
Labor Relations Consultant
Ohio Education Association
4111 Bradley Circle N.W., Suite 150
Canton, OH 44718
(330) 492-1648

2. The bargaining unit is comprised of approximately 200 employees. The Transportation Department were all employees report and which includes all drivers, bus riders and mechanics comprises 75% of the bargaining unit. The other 25% of the bargaining unit is comprised of clerical, maintenance, food service and custodial employees which work at seven (7) separate sites including the transportation garage.

3. Current Collective Bargaining Agreement attached.

4. Below is a list of all unresolved issues along with the Association's position on each issue. All articles shall be effective July 1, 1998 unless otherwise stated.

1. Preamble/Purpose- Include "OEA" as part of the name of the Association consistent with SERB's certification of election results. Otherwise current language for this article.

T.A.
mgs
BB

2. Recognition- Include "OEA" as part of the name of the Association.

Article I

TA
mgs
BB
TA
mgs
BB

Add three (3) new classifications:

- Director's Secretary
- Vehicle Operator/CWE/SE Truck Driver
- Fixture Make

to the Recognition Clause. Otherwise current language for this article.

3. Prohibition Against Subcontracting

Any person performing any of the work included within any of the above job classifications listed in Section 1, shall be an employee of the MRDD Board holding the appropriate classification consistent with the work being performed by the person.

Article II
Section 1

TA
MPS
BD

4. Purpose of Negotiations

Current contract language

Section 2

TA
MPS
BD

5. Negotiations Definitions

Current contract language

Section 4

TA
MPS
BD

6. Negotiations caucus

Current contract language

TA
MPS
BD

7. Negotiations Procedure

Current contract language - except for length of sessions.

8. Relevant Data for Negotiations

TA
MPS
BD

Current Contract Language

Upon written request, the Board shall provide the Association with such information concerning matters being discussed which it has and which is considered public record. This information shall include, but not be limited to, complete and accurate financial reports, individual and group insurance premiums and experience figures, budgets for the past three (3) years which indicate the amount budgeted and actual amount expended for each year and the tentative budget for the next school year at the time which the Board receives it. Upon written request, the Association shall provide the Board with available information concerning matters being discussed.

TA

9. Length of Negotiating Sessions

MPS
BD

Sessions will be scheduled by the mutual agreement of the parties.

At the first meeting, the parties will attempt to establish dates and times for weekly sessions for the duration of the negotiation period. Otherwise, sessions will be scheduled by mutual agreement on an as-needed basis.

9. Length of Negotiating Sessions (cont'd)

If further meeting time is required following adjournment, nothing herein shall limit the parties from mutually consenting to schedule a limited agenda meeting immediately following the regularly scheduled meeting. Sessions will be scheduled during employee's off-duty time unless the parties mutually agree otherwise.

Article III

10. Expansion of number of members at Labor meetings.

TA
mym
B

In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Superintendent and/or his designees labor/management committee shall meet. The Association President and the Superintendent shall be members of the committee. The Association President and the Superintendent shall appoint four (4) other members from each side. with not more than two (2) representatives of the Association to discuss those matters addressed in Section 2. Additional representatives may attend by mutual agreement.

11. Training for Conducting Labor Management meeting.

TA
mym
B

Training shall be provided in a mutually acceptable manner.

12. Agendas for Labor Management Meetings Current contract language

TA
mym
B

13. Special Labor Management meetings.

TA
mym
B

If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened **as soon as feasible**.

14. Follow-up on Labor Management Meetings

TA
mym
B

Current contract language

15. Labor Management Meetings are not Negotiations

TA
mym
B

Current contract language

TA 16. Site-based Labor
MYP Management
meetings.

BB

At each site, meetings will be held between the facility manager and a building representative at that site to discuss areas of concern. These meetings will be held at mutually agreed upon times.

17. Changes in delivery of services to students/clients.

BB

withdrawn
MYP by Assoc.
not part of
contracting
issue

A joint committee shall be established to respond to changes in the delivery of services to students/clients. Any recommendations to changes in wages/hours and/or terms and conditions of employment shall be the subject to negotiations prior to the implementation of any such change.

Article IV
BB

TA

MYP 18. Payroll Deduction

Current contract language

BB

TA 19. Bulletin Board

Current contract language

BB

TA MYP 20. Mailboxes

Current contract language

BB

TA MYP 21. Copies of Board's Minutes & Agenda

Current contract language

BB

TA MYP 22. Printing of contract

Current contract language

BB

TA MYP 23. Board Policy Manual

Current contract language

BB

TA MYP 24. Use of Facilities

Current contract language

BB

TA MYP 25. Release Time

Current contract language

BB

TA MYP 26. Representation

Current contract language

BB

TA MYP 27. Roster

Current contract language

28. Association Release time

MYP TA
BB

The Association will be granted **four (4)** days leave per program year (July 1 through June 30). The President will notify the Superintendent of the member who will use the leave and the date the leave will be taken.

29. Fair Share Fee

*withdrawn
TA
MPP
B*

This article will become effective once the Association achieves eighty percent (80%) membership.

A. Payroll Deduction of Fair Share Fee

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

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association shall be transmitted by the Association to the Chief Financial Officer of the Stark County MRDD on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

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

2. Upon Termination of Membership During the Membership Year The Chief Financial Officer shall, upon notification from the Association that a member has been terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. Transmittal of Deductions

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

29. Fair Share Fee
(cont'd)

E. Procedure for Rebate

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

F. Entitlement to Rebate

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

Article V
Article VI
Article VII
Article VIII
Article IX
Section 1
Section 2
Section 3
Section 4
Section 5

- 30. Board Rights Current contract language
- 31. No Strike/No Lockout Current contract language
- 32. Severability Current contract language
- 33. Equal Employment Opportunity Current contract language
- 34. Normal Work Hours
Per day and
Per week Current contract language
- 35. Yearly Number of Days worked Current contract language
- 36. Standard Work Week for Employees Current contract language
- 37. Employee Lunch and Break Periods Current contract language
- 38. Program/School calendar Current contract language

BA
TA mps

39. Shift Premium

.25 cents per hour

40. Days worked during the year.

A. Nine (9) month employees shall work 184 days per year.

B. Twelve (12) month employees shall work Thursday through Wednesday, 52 weeks per year, except where vacation leave is earned and granted or where other provisions of this contract apply. This provision is for payroll purposes only.

BA
Withdrawn
TA mps

41. Call-In/Report-In pay.

When an employee is scheduled for work and reports for work without being notified that he/she would not be needed at least two (2) hours before he/she is scheduled to report, he/she shall receive a minimum of two (2) hours work or pay in lieu thereof, at his/her regular straight time rate; provided however, this Section shall not be applicable when the employee is prevented from working due to acts of God.

BA
Withdrawn
TA mps

No employee will be required to report to any meeting not adjoined to the regularly scheduled hours unless they are provided either four (4) hours pay or four (4) hours of work including and attached to the meeting time.

BA TA mps 42. Non-Discrimination

Current contract language

BA TA mps 43. No Reprisal

Current contract language

BA TA mps 44. Work Rules

Current contract language

BA TA mps 45. Corrective Action

No employee shall be reprimanded, either verbally or in writing, reduced in pay or position, suspended, discharged or removed except for just cause.

BA TA mps 46. Seniority

Current contract language

47. Posting procedure for bus runs

Current contract language

1993 TA

48. Opportunity for 9 month employees to work during the summer.

BB ✓

No later than April 30th all 9 month drivers and child welfare aides will have the opportunity annually to submit their names to fill any **substitute positions** which may occur during the summer. The drivers and child welfare aides shall be available to work throughout the summer, except for any approved leave. These positions shall be filled by the most senior employees applying for the positions.

49. Opportunity for bus drivers & riders to perform CWE van or truck driver work on days they are not regularly scheduled.

Withdrawn
BB

~~Any work normally performed by a van driver shall first be offered to other qualified members of the bargaining unit who have established in writing annually their willingness to perform this work on days they are not regularly scheduled, before offering this work to anyone else outside of the bargaining unit. The provisions in Section 7 A shall govern the assignment of any such work.~~

1993 TA

50. Reposting of cancelled special assignments.

BB

If the special assignment is cancelled, the name shall return to where it previously appeared on the rotation list, prior to the posting of the next special assignment not yet posted. Other Sections of Article X, Section 7 will be current contract language (other than #51 below.)

51. Assignment of bus aides with 2 or more wheelchairs

BB

Withdrawn
TA
1993

~~In the event it is determined by the originator of the special assignment that additional assistance is needed, child welfare aides will be considered to participate in the assignment. In the event a special assignment has 2 or more wheelchairs, a child welfare aide shall be on the bus. The bidding procedure for special assignments shall follow that which has been established in Section 7. A through E.~~

- Section 8 BB TA MPP 52. In-Service
- Section 9 BB TA MPP 53. Employee language
- Section 10 BB TA MPP 54. Uniform
- Section 11 BB TA MPP 55. Mileage
- BB TA MPP 56. Tool Allowance
- BB TA MPP 57. Health & Safety
- Section 2 BB TA MPP 58. Physical Examinations
- Section 3 BB TA MPP 59. Tuberculosis test
- 60. Red Cross Training

Current contract language.

Current contract language.

Current contract language.

Current contract language.

\$500 per year during life of contract.

Current contract language.

Sections 1, 2 & 3

Current contract language.

Current contract language.

The Employer agrees that at least annually, the Superintendent or other designated person, shall make arrangements for the American Red Cross to provide first aid training. Such training shall be for the purpose of certifying new employees and recertifying existing employees. **This training shall take place at an in-service or employees who are required to obtain this training shall be paid while attending this training for their initial certification. Employees who are being recertified will be paid for one (1) hour and the cost of the challenge test which must occur while their current first aid certificate is valid.** Such training shall be provided for the benefit of those individuals whose positions require such training. The cost of such training shall be paid by the Board. Other employees may submit a written request for Red Cross training to the Superintendent.

BB
 TA MPP
 9/24/98
 agreement

- BB 61. Notification of results of Hepatitis B test results

TA
 withdrawal

If an employee works with or cleans up after a client and/or student who has or is a carrier of Hepatitis "B" and this exposure requires an employee, or a physician requires an employee to be screened, immunized, any cost not covered by insurance and/or, when applicable Workers' Compensation, will be borne by the Board. The employee shall

61. Notification of results of Hepatitis B test results (cont'd)

consult with the Health Program Coordinator before undergoing screening and/or immunization. If the doctor demands that the employee pay the cost of such screening and/or immunization "up front," then the employer will either pay the "up front" amount or make other arrangements for the screening and/or immunization. **The results of these tests shall be provided within five (5) working days.**

section 5 *BJ TA nys*

62. Contagious Diseases

Current contract language

section 6 *BJ TA nys*

63. Training

Current contract language

64. Workers Compensation injury will not negatively effect a person's step movement.

ta nys BJ

When an employee is out of work due to a work related injury or illness covered by the Ohio Worker's Compensation Act, said employee's medical, dental and life insurance programs will be continued for the current month and one additional month at the appropriate premium(s) contributions by the Board and the employee.

64. Workers Compensation injury will not negatively effect a person's step movement. (cont'd)

TA nys BJ
Amor. 5/26/comm

An employee who is on leave of absence because of an injury incurred in the line of duty will upon his/her return receive the salary rate to which he/she would have been entitled had there been no interruption of service with the Board, provided that the employee presents satisfactory evidence of having met the requirements, upon which the leave of absence was granted.

Article XII

65. Vacancies

Current contract language

TA nys BJ
Section 1

66. Number of days within which a vacancy must be posted.

~~with~~

Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice shall be posted at all job sites for a period of seven (7) work days. **All vacancies shall be filled unless the work performed within that position no longer exists. All vacancies shall be posted within thirty (30) calendar days of the position being vacant, or immediately upon the establishment of a new position.** The Association President will receive a copy of any posting upon request. The Employer shall not be obligated to consider applicants who do not meet the qualifications for the job or applications submitted after the seven (7) workday period has expired. Other language shall be current contract language for Section 2, other than 67 & 68 below.

67. Preference for vacancies in other bargaining unit

BJ

Current language
TA
MPC

It is the policy of the Employer to fill all promotional vacancies from within, insofar as practicable, provided qualified internal applicants exist as determined by the Employer. Consideration will be given to those employees who have completed their probationary periods and have continued to demonstrate satisfactory performance. **A member of the bargaining unit who is qualified and has completed their initial probationary period and demonstrated satisfactory performance will be awarded any SCEPTA entry level bargaining unit position for which any SCEPTA bargaining unit member does not apply.** If no qualified candidate has been found, consideration will be given to those candidates who have not yet completed their probationary period.

68. Minimum raise once promoted

Section 2 D
current language
TA nps

~~The term promotion, for purposes of this Article, shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held. Any employee promoted to a new salary schedule shall be placed on the step which provides at least a 3% increase.~~

BL ✓ *TA nps* 69. Defining Filling of Temporary Vacancy

Current contract language

BL ✓ *TA nps* 70. Job Classifications/ Job Descriptions

Current contract language

71. Job Audits

BL
withdrown
TA nps
will move F to E + N to G

~~Employee may choose to have their job duties reviewed if he/she believes they are inappropriately classified through the process which exists through the Department of Administrative Services, under Section 124.14 of the Ohio Revised Code.~~

Article XIII
BL ✓ *TA nps* 72. Lay-off and Recall

Current contract language

Article XIV
BL ✓ *TA nps* 73. Evaluation Procedure

Current contract language

74. Personnel Files

Current contract language

Article XVI 75. Calamity Days:

SECTION 1. Status of closing shall be designated as follows:

- A. Code 1: Stark County MR/DD will be closed. Code 1 means that clients/students will be off. Staff will report to work as usual.
- B. Code 2: Stark County MR/DD will be closed. Code 2 means that the entire program will be closed for all clients/students and staff. Except support staff personnel other than drivers, child welfare aides, and food service workers.
- C. Code 1 may be used to designate individual sites.
- D. **On a calamity day bargaining unit members will be granted up to one (1) hour leeway in reporting to work (i.e., 9:00 a.m. instead of 8:00 a.m.).**
- E. **Anyone required to report for work on a calamity day shall earn a personal day for every eight (8) hours worked on a calamity day.**

*Current plus
classification
in van +
truck
drivers*

DB

*TA
11/92*

SECTION 2. Only the following shall be paid for a calamity day:

- A. Employees scheduled for work on a calamity day.
- B. Employees who have scheduled a training day which is cancelled.

Article XVII 76. Staff Absences/
Reporting off-

section 1

*TA
11/92*

DB

SECTION 1. Reporting Off

Each employee shall report off to his/her designated central call off station when unable to report to work as scheduled. Whenever possible, absence would be reported at least one-half (1/2) hour prior to the employee's scheduled starting time on the day of such absence. The Administration will have

76. Staff Absences/
Reporting off-
(cont'd)

TA
MPS
BB

someone available or **voice mail** at each central call off station to receive these calls each work day morning. If the central call off station is not functioning, the employee should notify the Superintendent's office at the Whipple Dale Center.

The employee should provide the following information when calling off:

1. Name
2. Position
3. Work location
4. Reason for absence
5. Anticipated date of return to work

The employee will be expected to return to work the next day. Any change in the anticipated date of return to work should be reported the work day prior to the anticipated date of return; however, no later than the times specified in section 1. above. When an employee returning to work after a sick day off has not notified the central call station properly and where a substitute has been scheduled, the employee will be sent home by the supervisor at No Pay Earned for the day.

This procedure does not apply to time off requests requiring prior approval as listed in this agreement. Employees scheduled off with prior approval who have a change in their anticipated date of return to work shall notify the administration the workday prior to the scheduled date of return.

Current Contract language

Current Contract language

Current ~~Contract~~ language with updating dates. Program will be closed and providing Holiday benefits for 4 hour employees.

section 2 BB
TA MPS Tardiness

78. Probationary
Period

79. Holidays

TA 170
BB dump MPS

BB

withdraw
current
language

80. Vacations
Full time and
Part time
employees

TA as per
9/24/98
Package
MFR

BB

~~SECTION 1.~~ Every full-time twelve (12) month employee is entitled to receive vacation with pay as follows: **Every full-time and part-time (30 hours or more per week) twelve (12) month employee is entitled to receive vacation with pay as follows:**

1. An employee is entitled to five (5) working days of paid vacation per year upon the completion of his/her first year of employment. An employee who has completed at least six months of service may utilize any vacation which they have accrued.
2. Upon completion of the 2nd year, the employee is entitled to ten (10) days and the same for years three (3), four (4) and five (5).
3. Upon completion of six (6) years the employee shall be entitled to fifteen (15) days and the same for the completion of years seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13) and fourteen (14) years.
4. Upon completion of fifteen (15) years the employee shall be entitled to twenty (20) vacation and the same for the completion of sixteen (16), seventeen (17), eighteen (18), nineteen (19) and twenty (20) years.
5. Upon the completion of twenty-one (21) years the employee shall be entitled to one additional vacation day for each year completed thereafter.

80. Vacations
Full time and
Part time
employees
(cont'd)

6. Vacation requests will be handled on a "first come, first served" basis. If two (2) or more requests for the same vacation date(s) are received simultaneously, and the Employer determines that it would create a hardship to grant each of these employees request, the employee with the greatest classification seniority will be granted the vacation leave.
7. Accrual of vacation benefits shall be permitted up to two (2) years for all employees.
8. A twelve (12) month employee is entitled to compensation at his/her current rate of pay for the prorated portion of any earned but unused vacation leave for the current year and his/her credit at time of separation. If a twelve (12) month employee transfers to a nine (9) month position, he/she shall be afforded the opportunity to use accrued vacation prior to the start of the nine (9) month position. In the event the employee is unable to take the accrued vacation time off, he/she shall be paid for the remaining unused time at the twelve (12) month rate of pay prior to the start of the nine (9) month position.
9. Unpaid Leaves of Absence time shall not be counted towards vacation accrual. The vacation anniversary date of said employee will also be adjusted to reflect the length of the Leave of Absence (L.O.A.). Unpaid leaves of less than 4 weeks will not affect anniversary date of employment for the purpose of vacation accrual.

80. Vacations
Full time and
Part time
employees
(cont'd)

10. The Board will attempt to employ sufficient substitutes to cover vacation requests.
11. Bargaining unit members in the school program who apply as substitutes (non-bargaining unit position) in the adult service program may be hired by the Board.
12. Bargaining unit members may change scheduled vacation time to sick time (provided the employee has accrued sick time available) up to the start of business on the scheduled vacation day(s). A request received by the appropriate manager after the start of business will be charged as vacation time for that day. However, any following day(s) of scheduled vacation time may be converted to sick time. All such requests shall be supported by a doctor's slip detailing the nature of the injury or illness and the anticipated date of return to work.
13. Employees may not schedule vacation during program wide inservice days.

81. Vacations
Bus Drivers and
Child Welfare

SECTION 2.

- A. Twelve (12) month bus drivers and child welfare aides are entitled to ten (10) days (45 hours total) of paid vacation per year. Five (5) days may be taken at the discretion of employee if substitutes are available. The other five (5) days may only be taken as determined by the Employer, i.e., summer and Christmas shutdown. These five (5) days may be carried over into the succeeding anniversary year.

81. Vacations
Bus Drivers and
Child Welfare
(cont'd)

As a result of changing program year to anniversary year no one will lose any vacation accrual under the previous contract.

- B. Twelve (12) month bus drivers and child welfare aides are not entitled to the ten (10) days of vacation until they have served in the capacity of a twelve (12) month driver or child welfare aide for at least one (1) year.
- C. Upon the completion of eight (8) years service with the Employer, twelve (12) month bus drivers and child welfare aides are entitled to fifteen (15) days (67.5 hours total) of paid vacation per year. **Five (5) days** must be taken during a time determined by the Employer, i.e., summer and Christmas shutdown. The other **ten (10) days** may be taken at the discretion of the employee, if substitutes are available. **These ten (10) days** may be carried over into the succeeding anniversary year.
- D. Upon the completion of fifteen (15) years the employee shall be entitled to twenty (20) vacation and the same for the completion of sixteen (16), seventeen (17), eighteen (18), nineteen (19) and twenty (20) years.
- E. Upon the completion of twenty-one (21) years the employee shall be entitled to one (1) additional vacation day for each year completed thereafter.
- F. Upon the completion of eight (8) years service with the Employer, nine (9) month bus drivers and child welfare aides shall receive 22.5 hours vacation pay during the Christmas shutdown.

*Same as
Section 1
4 23*

NO

82. Sick Leave

DL Article XXI
Section 1

A. ✓ *TA nym*
DL Each employee shall accrue sick leave at the rate of four and six-tenths (4.6) hours for each completed eighty (80) hours of service with the Stark County Board of Mental Retardation and Developmental Disabilities.

✓ *TA nym*
DL B. Abuse of Sick Leave: Sick Leave is intended to provide a benefit against lost wages and is not intended to supplement vacations or personal leave. Therefore, the parties agree that the employee should not abuse this benefit and that the employer should attempt to stop any abuse by use of discipline procedures.

DL ✓ *TA nym* 1. Application for sick leave with the intent to defraud shall be grounds for disciplinary action which may include dismissal.

DL ✓ *TA nym* 2. In the event that an employee uses excessive amounts of sick leave which the employer believes cannot be justified or develops a pattern of sick leave usage that causes the employer to believe that there has been abuse of sick leave, the employee may be subject to appropriate disciplinary action.

DL ✓ *TA nym* 3. Nothing prohibits the administration from suggesting counseling to anyone abusing sick leave.

DL ✓ *TA nym* C. Sick leave shall be granted to an employee only upon approval of the Superintendent or his/her designee and for the following reasons:

DL ✓ *TA nym* 1. Illness or injury of the employee or a member of his immediate family. (In case of a member of the immediate family not living in the same household, the Board may credit sick leave when it believes it is justified, but such cases will be carefully investigated.)

82. Sick Leave
(cont'd)

TA mps
BB 2. Death of a member of this immediate family. (Sick leave usage limited to five (5) working days and said days must include the day of the funeral.)

TA mps
BB 3. Medical, dental, or optical examination or treatment of employee or a member of his immediate family.

TA mps
BB 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

TA mps
BB 5. Pregnancy and/or childbirth and other conditions related thereto.

TA mps
BB D. Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

TA mps
BB E. An employee shall furnish a satisfactory written signed statement to justify the use of sick leave. If medical attention is required, an employee shall furnish a certificate, stating the nature of the illness, from a licensed practitioner to justify the use of sick leave. Such statement may be required for any absence of three (3) or more consecutive work days due to illness or injury. Falsification of either a written, signed sick leave statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

withdrawn no
mps
TA BB ~~F. Bus drivers and child welfare aides shall be allowed to utilize vacation in 15 or 30 minute increments upon completion of their run.~~

86. Personal Days
(cont'd)

✓
TA
MGM

G. The Superintendent may extend personal days, without pay. any extension requests may be submitted directly to the Superintendent.

Section 6

87. Injury Leave

NO

A. If an employee is physically injured during the course of Board employment as a direct result of violent physical outburst of a student or client, and if such employee files for temporary total disability compensation under the Workers' Compensation Act of Ohio as a result of such injury, such employee is eligible for up to **thirty (30)** days paid injury leave, less any amounts received by the employee under the Workers' Compensation Act. **Any loss of time due to an assault is applicable. The Board may require a physicians statement.**

TA
MGM
5
NOW

B. Application of such leave shall be made by filing a form, to be supplied by the Board, which will specify the nature of the injury and the identity of the student/client causing the injury.

Current contract language

Section 7 ✓

88. Training Days

TA
MGM

Article XXII

89. Sick Leave payment upon retirement

TA MGM
withdraw
keep current
~~at~~

SECTION 1.

An employee at the time of retirement from active service with the Board shall be paid for **one third (1/3)** of the value of his/her accrued but unused sick leave credit earned while employed with the Board; however the maximum of such payment shall be **sixty (60)** days.

SECTION 2.

Such payment shall only be made for a bona fide retirement; that is, the employee shall meet the minimum age requirements for retirement under PERS.

Section 2 ^{TP nym} 83. Leave of Absence ✓
BB

Current contract language

Section 3 ^{TA nym} 84. Maternity Leave
BB

Current contract language

Section 4 ^{TA nym} 85. Family Medical Leave
BB

Current contract language

Section 5 86. Personal Days

A. Each program year beginning July 1, all employees shall be granted, annually, two (2) days of paid leave for personal reasons. Employees hired before January 1 will be granted two (2) days; while employees hired after January 1 will be granted one (1) personal day per program year.

current nym BB

B. Unused personal days may not be carried over year to year. Except for personal days which could have been carried over from the previous contract and which must be used by December 31, 1995.

Current BB

C. ~~Any employee who works fifty (50) consecutive regularly scheduled days shall receive one (1) additional personal day per year for a total of three (3) personal days.~~

BB withdrawn TA nym

D. ~~Personal days can be utilized in half-day blocks based upon the employee's regularly scheduled total number of hours.~~

BB withdrawn TA nym

E. Except in the event of an emergency, the employee shall advise his/her supervisor at least three (3) days in advance of his/her intent to use a paid personal leave day, on a form supplied by the Board.

TA nym BB

F. Except in the event of an emergency, such days are to be taken only with the advance approval of the supervisor. Except in the event of an emergency, such days shall be scheduled cooperatively by the employee and his/her supervisor to minimize disruption of program/school activities.

TA nym BB

89. Sick Leave
payment upon
retirement
(cont'd)

SECTION 3.

TA
mpo
Such payment shall not be paid simply upon
termination or separation.

SECTION 4.

TA
mpo
To qualify for such payment, the employee
must have had, prior to the date of
retirement, ten (10) or more years of
service with the County, the State or any of
its political subdivisions.

SECTION 5.

TA
mpo
Such payment shall be based on the
employee's rate of pay at the time of
retirement.

SECTION 6.

TA
mpo
Such payment shall eliminate all remaining
sick leave credit accrued by the employee.

SECTION 7.

TA
mpo
Such payment shall be made only once to
any employee.

SECTION 8.

TA
mpo
An eligible Board employee who is retiring
shall complete a "Sick Leave Payment Upon
Retirement Form."

90. Insurance

Current contract language

Article XXIII

Article XXIV 91. Compensation Dates

SECTION 1.

✓ A. For the duration of this Agreement an employee shall be compensated in accordance with the attached salary schedule (See Appendix 1) providing the employee meets the necessary criteria, outlined in C below to qualify for the step advancement.

B. Pay increases shall be awarded by the following schedule:

- 1998 June 25, 1998 through June 23, 1999
- 1999 June 24, 1999 through June , 2000
- 2000 June , 2000 through June , 2001

✓ C. To qualify for the step increase defined in A above, an employee must meet the following criteria:

TA 1. All twelve (12) month employees must work one hundred eighty (180) days in a program year to receive the appropriate increase (step or percentage).
APR
[Signature]

2. All employees who work less than twelve (12) months, i.e., nine (9) and ten (10) month employees, must work one hundred twenty (120) days in a program year to receive the appropriate increase. (Except Food Service Workers working ninety-four (94) days per year.) (Step or percentage).
TA
APR
[Signature]

3. An employee who is on leave of absence because of an injury incurred in the line of duty may upon his/her return receive the salary rate to which he/she would have been entitled had there been no interruption of service with the Board, provided that the employee presents satisfactory evidence of having met the requirements, upon which the leave of absence was granted. An employee returning from a leave of absence for military service shall receive credit as prescribed by applicable Ohio Civil Service Law.
withdrawn
TA
APR
[Signature]

✓ 4. Holidays on which an employee does not actually work, paid disciplinary leave for which the employee is found guilty, or unpaid leaves of absence shall not be included in the calculation of work days (120 or 180).
TA
APR
[Signature]

✓ D. The program year shall commence on July 1 of one year and end on June 30 of the next year, i.e., July 1, 1995 to June 30, 1996.
TA
APR
[Signature]

91. Compensation Dates
(cont'd)

- ✓ E. An employee shall not receive a pay increase during his or her probationary period.

BeB
TA
mgs

SECTION 2.

- A. Upon prior approval of the Superintendent, or designee, an employee who is required to work more than forty (40) hours in a work week will be entitled to overtime compensation. Time up to forty (40) hours will be straight time, over forty (40) hours will be one and one half (1 1/2) times the employee's regular rate of pay. Overtime compensation shall be paid in accordance with the rules and regulations under the Federal Fair Labor Standards Act, as amended. ~~Any approved paid leave shall be counted as hours worked for the purpose of calculating overtime.~~

withdrawn
Keep current
T. Mgs
BeB

Other language shall be current contract language in Section 2 & 3.

92. Step Increases

✓ To qualify for the step increase defined in TAA above, an employee must meet the following criteria:

BeB
TA
mgs

1. All twelve (12) month employees must work one hundred eighty (180) days in a program year to receive the appropriate increase (step or percentage).

TA
mgs
BeB

2. All employees who work less than twelve (12) months, i.e., nine (9) and ten (10) month employees, must work one hundred twenty (120) days in a program year to receive the appropriate increase. (Except Food Service Workers working ninety-four (94) days per year.) (Step or percentage).

TA
mgs
BeB

3. ~~An employee who is on leave of absence because of an injury incurred in the line of duty may upon his/her return receive the salary rate to which he/she would have been entitled had there been no interruption of service with the Board, provided that the employee presents satisfactory evidence of having met the requirements, upon which the leave of absence was granted. An employee returning from a leave of absence for~~

withdrawn
TA
mgs
BeB

92. Step Increases
(cont'd)

military service shall receive credit as prescribed by applicable Ohio Civil Service Law.

- ✓ 4. Holidays on which an employee does not actually work, paid disciplinary leave for which the employee is found guilty, or unpaid leaves of absence shall not be included in the calculation of work days (120 or 180).

TA
mfp
B

B TA
mfp

93. Program Year Current contract language

B TA
mfp

94. No Pay Increase during Probationary period. Current contract language

Article XXIV
Section 2
A + B

95. TA Defining Hours Work for Calculating Overtime Current contract language

B TA
mfp

96. TA PERS Pick-up Current contract language

Article XXV

97. TA Grievance Procedure Current contract language

Article XXVI

98. TA Waiver in Case of Emergency Current contract language

99. Duration This Agreement shall be effective as of July 1, 1998, and shall remain in full force and in effect until June 30, 2001

100. Appendix 1 - Salary Schedules See Attached

B TA
mfp

101. Appendix 2 Current contract language

B TA
mfp

102. Appendix 3 Current contract language

103. Index Current contract language with appropriate revisions

APPENDIX I		
STARK COUNTY MRDD/SSA		
INITIAL SALARY PROPOSAL		
INDEX		
05-13-98		
0	1.00	
1	1.04	
2	1.082	
3	1.125	
4	1.17	
5	1.217	
6	1.265	
7	1.316	
8	1.369	
9	1.423	
10	1.48	
11	1.539	
12	1.601	
13	1.665	
14	1.732	
15	1.801	
Plus \$500 payable prior to December 24th,		
every year after concluding one year		
in Step 15.		

STARK COUNTY MRDD/SSA
 INTIAL SALARY PROPOSAL
 SCHEDULE A

APPENDIX I

PROPOSAL A				
	Current/ New Scale	2%	2%	1%
0	10.50	10.71	10.92	11.03
1	10.92	11.14	11.36	11.47
2	11.36	11.58	11.81	11.93
3	11.81	12.05	12.28	12.40
4	12.28	12.53	12.77	12.90
5	12.77	13.03	13.29	13.42
6	13.29	13.55	13.82	13.96
7	13.82	14.09	14.37	14.51
8	14.37	14.66	14.94	15.10
9	14.94	15.24	15.54	15.70
10	15.54	15.85	16.16	16.33
11	16.16	16.49	16.81	16.98
12	16.81	17.15	17.48	17.66
13	17.48	17.83	18.18	18.37
14	18.18	18.55	18.91	19.10
15	18.91	19.29	19.67	19.86

STARK COUNTY MRDD/SSA

INITIAL SALARY PROPOSAL

SCHEDULE B				
	Current/ New Scale	2%	2%	1%
0	10.00	10.20	10.40	10.51
1	10.40	10.61	10.82	10.93
2	10.82	11.03	11.25	11.37
3	11.25	11.47	11.70	11.82
4	11.70	11.93	12.17	12.30
5	12.17	12.41	12.65	12.79
6	12.65	12.91	13.16	13.30
7	13.16	13.42	13.69	13.83
8	13.69	13.96	14.23	14.38
9	14.23	14.52	14.80	14.96
10	14.80	15.10	15.39	15.56
11	15.39	15.70	16.01	16.18
12	16.01	16.33	16.65	16.83
13	16.65	16.98	17.32	17.50
14	17.32	17.66	18.01	18.20
15	18.01	18.37	18.73	18.93

STARK COUNTY MRDD/SSA
INITIAL SALARY PROPOSAL

SCHEDULE C

	Current/ New Scale	2%	2%	1%
0	9.25	9.44	9.62	9.72
1	9.62	9.82	10.00	10.11
2	10.00	10.21	10.40	10.51
3	10.40	10.62	10.82	10.93
4	10.82	11.04	11.25	11.37
5	11.25	11.49	11.70	11.82
6	11.70	11.95	12.17	12.29
7	12.17	12.43	12.66	12.79
8	12.66	12.92	13.17	13.30
9	13.16	13.44	13.69	13.83
10	13.69	13.98	14.24	14.38
11	14.24	14.54	14.81	14.96
12	14.81	15.12	15.40	15.56
13	15.40	15.72	16.02	16.18
14	16.02	16.35	16.66	16.83
15	16.66	17.00	17.33	17.50

STARK COUNTY MRDD/SSA

INITIAL SALARY PROPOSAL

SCHEDULE D

	Current/ New Scale	2%	2%	1%
0	9.00	9.18	9.36	9.46
1	9.36	9.55	9.73	9.84
2	9.73	9.93	10.12	10.23
3	10.12	10.33	10.53	10.64
4	10.53	10.74	10.95	11.07
5	10.94	11.17	11.39	11.51
6	11.39	11.62	11.84	11.97
7	11.84	12.08	12.32	12.45
8	12.32	12.56	12.81	12.95
9	12.81	13.07	13.32	13.46
10	13.32	13.59	13.86	14.00
11	13.86	14.13	14.41	14.56
12	14.41	14.70	14.99	15.15
13	14.99	15.29	15.59	15.75
14	15.59	15.90	16.21	16.38
15	16.21	16.53	16.86	17.04

STARK COUNTY MRDD/SSA				
INITIAL SALARY PROPOSAL				
SCHEDULE E				
	Current/ New Scale	2%	2%	1%
0	7.50	7.65	7.80	7.88
1	7.80	7.96	8.11	8.20
2	8.11	8.27	8.44	8.52
3	8.44	8.61	8.77	8.86
4	8.77	8.95	9.12	9.22
5	9.12	9.31	9.49	9.59
6	9.49	9.68	9.87	9.97
7	9.87	10.07	10.26	10.37
8	10.26	10.47	10.67	10.78
9	10.67	10.89	11.10	11.22
10	11.10	11.32	11.55	11.66
11	11.55	11.78	12.01	12.13
12	12.01	12.25	12.49	12.62
13	12.49	12.78	12.99	13.12
14	12.99	13.25	13.51	13.65
15	13.51	13.78	14.05	14.19

STARK COUNTY MRDD/SSA				
INITIAL SALARY PROPOSAL				
		SCHEDULE F		
	Current/ New Scale	2%	2%	1%
0	7.00	7.14	7.28	7.36
1	7.28	7.43	7.57	7.65
2	7.57	7.72	7.87	7.96
3	7.87	8.03	8.19	8.28
4	8.19	8.35	8.52	8.61
5	8.52	8.69	8.86	8.95
6	8.86	9.03	9.21	9.31
7	9.21	9.40	9.58	9.69
8	9.58	9.77	9.96	10.07
9	9.96	10.16	10.36	10.48
10	10.36	10.57	10.78	10.89
11	10.78	10.99	11.21	11.33
12	11.21	11.43	11.66	11.78
13	11.66	11.89	12.12	12.25
14	12.12	12.36	12.61	12.75
15	12.61	12.86	13.11	13.26

STARK COUNTY MRDD/SSA				
INITIAL SALARY PROPOSAL				
SCHEDULE G & H				
	Current/ New Scale	2%	2%	1%
0	6.50	6.63	6.76	6.83
1	6.76	6.90	7.03	7.10
2	7.03	7.17	7.31	7.39
3	7.31	7.46	7.60	7.68
4	7.60	7.76	7.91	7.99
5	7.91	8.07	8.22	8.31
6	8.22	8.39	8.55	8.64
7	8.55	8.72	8.90	8.99
8	8.90	9.07	9.25	9.35
9	9.25	9.44	9.62	9.72
10	9.62	9.81	10.01	10.11
11	10.01	10.21	10.41	10.51
12	10.41	10.61	10.82	10.94
13	10.82	11.04	11.26	11.37
14	11.26	11.48	11.71	11.83
15	11.71	11.94	12.17	12.30