



**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
FRANKLIN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

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K30870
04/30/2014

AND

**THE FRANKLIN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES
EDUCATION ASSOCIATION, OEA/NEA**

January 1, 2014

Through

December 31, 2014

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ARTICLE 1 RECOGNITION

Section 1.1. Recognition. The Franklin County Board of Developmental Disabilities, hereinafter referred to as the Employer, hereby recognizes the Franklin County Board of Developmental Disabilities Education Association (FCDDEA)/Ohio Education Association (OEA)/ National Education Association (NEA), hereinafter referred to as FCDD Education Association (FCDDEA/OEA), or the Association, as the sole and exclusive bargaining representative of all employees of the Board who are included in the State Employment Relations Board's Order of May 11, 1989 in Case No. 88-REP-09-0185. The following employees shall be included in the unit:

All full-time and part-time "public employees" as defined in Revised Code Section 4117.01(C), who are employed by the Employer, whose assigned work locations include the following school programs:

- Early Childhood Education Center
- Heinzerling Center
- Early Childhood Learning Center
- Northeast School
- West Central School
- Collaborative Sites

Aquatics Assistant, Instructor Assistant, Instructor Assistant/Joint Vocational Training, Nurse/Instructor Assistant, Vocational Training Instructor Assistant, Adaptive Physical Education Instructor, Aquatics Instructor, Art Instructor, Art Specialist, Art Therapist, Behavior Management Instructor, Behavior Management Specialist, Behavior Support Specialist, Community and Daily Living Skills Specialist, Community and Home Living Skills Instructor, Heinzerling Home Instructor, Home Based Specialist, Home Economics Instructor, Instructor 3, Instructor 4, Joint Vocational Training Specialist, LPNs, Music Instructor, Music Specialist, Physical Development Specialist, Physical Education Instructor, Parent Group Leader, Reading Instructor, Reading Specialist, Supportive Home Services Specialist, Support Instructor, Social Worker, Vision Instructor, Vision Specialist, Vocational Training Instructor.

The following employees shall be excluded from the unit:

All other employees, and specifically those excluded by Chapter 4117 including, but not limited to, all confidential, management level, supervisory, seasonal, casual, or student employees.

ARTICLE 2 DUES DEDUCTION

Section 2.1. Dues Deduction. The Employer agrees to deduct Association membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 2.2. Requirement for Deduction. The Employer agrees to deduct annual Association membership dues from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The voluntary, signed payroll deduction form must be presented to the Employer by the employee either personally or by inter-office communication or by an employee representative. Upon receipt of proper authorization, the Employer will deduct Association dues from one payroll check issued each month opposite the health insurance deduction. Such dues will be remitted to the Association within thirty days from the date of making said deduction.

Section 2.3. Termination of Deductions. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) written revocation of the check-off authorization in accordance with the terms of this Agreement; or (5) resignation by the employee from the Association

Section 2.4. Insufficient Wages for Deduction. The Employer shall not be obligated to make dues deductions from any employee who shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 2.5. Errors in Processing. The parties agree that neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected the next time that the Association dues deduction would normally be made by deducting the proper amount.

Section 2.6. Notification. The Association shall notify the Employer in writing of any increase in the current dues being deducted.

Section 2.7. Fair Share Fee. Once the Association has demonstrated to the Employer that sixty-five percent (65%) of the employees in the bargaining unit are members of the Association, employees who are not members of the Association shall pay to the Association a fair share fee as a condition of employment with the Employer. Once the Association demonstrates the required membership set forth above, payroll deduction of fair share fees shall commence on the first pay date which occurs on or after the sixtieth (60) day following demonstration of the required membership.

Until such time, and beginning January 1, 2009, the Employer shall deduct a Fair Share Fee from each newly hired employee's pay, no later than 60 days following the beginning of their employment. Additionally, the Board shall deduct Fair Share from the pay of all bargaining unit

members who voluntarily enroll in the Association starting January 2009, but who elect to resign their membership by October 31, 2009.

Such fair share shall not exceed dues paid by members of the Association who are in the bargaining unit. The Association shall notify the Employer of the fair share fee amounts and of any changes in the fair share fee amounts in the same manner as notification of amounts and changes in the amount of dues deduction.

Fair share fees shall be deducted from the payroll payment of the employees in the same manner as regular membership dues are deducted and forwarded by the Employer to the Association in the same manner except that written authorization for deduction of fair share fees is not required.

Section 2.8. Indemnification. Other than to make the deductions described in this Article and forward the same to the Association, the Employer assumes no additional obligations regarding the deductions described in this Article. Once the funds are remitted to the Association, their disposition shall be the sole and exclusive obligation and responsibility of the Association. The Association agrees to indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee arising from actions taken or not taken by the Employer pursuant to this Article. In the event of any legal action or administrative claim against the Employer as a result of the deduction of dues or fair share fees by the Employer, the Association shall be obligated to provide a defense for the Employer and administrators through attorneys selected by the Association. The Employer and administrators agree to accept the attorneys selected by the Association for the defense of any action or claim. The Association's obligation to indemnify for legal fees shall be limited to fees and expenses incurred by attorneys selected by the Association. The Employer and administrators may select attorneys in addition to those provided by the Association at their own expense, however, the Association shall not be obligated to pay legal fees and expenses of any attorneys not selected or approved by the Association.

Section 2.9. 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 Constitution of the United States and the State of Ohio.

Section 2.10. 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.

Section 2.11. Fund for Children and Public Education (FCPE). The employer shall make deductions for Fund for Children and Public Education (FCPE) if authorized by the unit member (\$1.00 minimum).

Such deductions shall be made ten (10) times a year.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.1. Management Rights. Any and all rights concerned with the management of the Franklin County Board of DD are the exclusive and sole responsibility of the Employer. The parties agree that the Employer retains all the customary rights, privileges and authority of management, except as modified by the express terms of this Agreement, including but not limited to, the following rights: (A) to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure; (B) to direct, supervise, assign, evaluate, or hire employees; (C) to maintain and improve the efficiency and effectiveness of governmental operations; (D) to determine the overall methods, process, means or personnel by which governmental operations are to be conducted; (E) to suspend, discipline, demote, or discharge for just cause, or select, schedule, transfer, promote, or retain employees, limited only by the other Articles in the contract; (F) to determine the adequacy of the work force; (G) to determine the overall mission of the Employer as a unit of the government; (H) to effectively manage the work force; (I) to take actions to carry out the mission of the Employer as a government unit; (J) to manage and determine the location, type and number of physical facilities, equipment, programs and work to be performed; (K) to determine the department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes; (L) to determine the hours of work, work schedules, and to establish the necessary work rules for all employees; (M) to determine when a job vacancy exists, when or if a vacancy is to be filled, the duties to be included in any job classification, and the standards of quality and performance to be maintained; (N) to determine the necessity to schedule overtime and the amount required thereof; and (O) to determine and implement necessary actions in emergency situations.

ARTICLE 4
NO STRIKE

Section 4.1. No Strike. The Association agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

The Association further agrees that the Association will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Association's authorized elected officers or designated representative who will deal with the Employer and make commitments for the Association.

Section 4.2. Lockout. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Association, unless those members have violated Section 4.1 of this Article.

ARTICLE 5 DISCIPLINE

Section 5.1. Discipline. No form of disciplinary action will be taken against any non-probationary bargaining unit member except for just cause. This just cause standard does not apply to termination of probationary employees.

Section 5.2. Procedure.

- A. The Employer will apply discipline in a corrective progressive and uniform matter.
- B. Any discipline imposed will be based upon the nature of the violation, and the employee's record of past performance and conduct.
- C. Except in cases where the facts require the Employer to act immediately, the Employer agrees not to reduce, suspend, or discharge an employee without first arranging for a pre-disciplinary conference. Not less than 24 hours prior to the scheduled starting time of the pre-disciplinary conference, the Superintendent, or his designee will provide to the employee and his/her representative a written outline of the charges which may be the basis for the disciplinary action. When the Employer determines that the facts require it, the employee will be suspended from the active performance of regular duties until the pre-disciplinary conference is held regarding these allegations.

A written report will be timely completed by a neutral representative and forwarded to the Superintendent, the employee and his/her representative. Thereafter, the Superintendent will decide what, if any, discipline is appropriate.

- D. Records of oral warnings and written reprimands which are more than two years old shall not be considered when determining the appropriate discipline to be imposed.
- E. Disciplinary actions occurring under this Article shall be in accordance with the principles of progressive discipline.

ARTICLE 6 ASSOCIATION REPRESENTATIVE

Section 6.1. Association Representative. The Employer agrees to admit an Association's UniServ Consultant to the Employer's facilities during the Employer's normal office business hours, Monday through Friday, in accordance with the provisions of this section.

The UniServ Consultant shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Association's UniServ Consultant shall identify himself to the Employer or the Employer's designated representative.

The UniServ Consultant shall receive the name and work email address of newly employed bargaining unit employees prior to the beginning of the school year. Also, the UniServ Consultant shall timely receive the name and work email address of all newly employed bargaining unit employees who are hired after the beginning of the school year. The UniServ Consultant shall be informed and allowed to attend a portion of all new employee orientations presented by the Employer or its agents.

Section 6.2. Roster. The Association shall provide to the Employer an official roster of its officers and local representatives which is to be kept updated. No employee shall be recognized by the Employer as a Association representative until the Association has presented the Employer with written notice of that person's selection.

Section 6.3. Time. The Association recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives and members. If grievance hearings are scheduled by the Employer during an employee's regular duty hours, the employee and/or authorized representative shall not suffer any loss of pay while attending the hearing. It is specifically understood by both parties that time spent on Association business shall be outside of normal duty hours and shall not be considered as time worked. However, the UniServ Consultant maintains the right to visit bargaining unit members during lunch, planning periods, or any other time bargaining unit members are not in direct contact with clients. This right is not applicable to inservice meetings, parent meetings or other similar work time.

Section 6.4. Responsibilities. The Association and the Employer recognize the Association's responsibility to serve as the exclusive bargaining representative of each bargaining unit member. This responsibility includes, but is not limited to, the Association's need to:

- A. Communicate with bargaining unit members; at staff meetings, through the inter-office mail using bulletin boards with a space provided exclusively for the Association using the public address system, using typed or other written materials, using office equipment when it is not in use in accordance with Appendix B which is attached hereto, and includes a five cent per page copying charge, using school buildings without charge when they are not in use for other Board activities, through inclusion of materials in the initial orientation packet provided to new bargaining unit members, and through visits with bargaining unit members by the president of the Association and/or the Association consultant. Such requests shall not be unreasonable denied.
- B. The name of the Association President shall be added to the mailing list to receive Board meeting notices and shall be provided with a Board Agenda twenty four hours preceding the Board meeting. Upon request, the Association President shall receive a copy of the minutes of any Board meeting and receive notices of any regular or special Board meetings in accordance with state law.
- C. Receive an advance copy of the agenda including non-confidential, not privileged supporting documentation provided to Board members;

- D. Receive copies of minutes of Board meetings as they become available and upon Association request; and
- E. Receive, with the individual's written authorization, the names and addresses of newly employed bargaining unit members. These names and addresses will be provided to the Association prior to the beginning of the school year.
- F. Be furnished, within five days of adoption, the annual budget and appropriations for each calendar year.
- G. Upon request, will be provided a complete list of staff members in the bargaining unit within ten (10) days after the start of the school year. Said list shall contain names, addresses, telephone numbers, job classification and seniority date for each staff members. The foregoing shall also apply for any newly staff member within ten (10) days.
- H. Permit the Association President to conduct a general meeting of all employees for no more than one hour in duration during the first two days of orientation at the beginning of the school year for purposes of conducting union business. The Association will conduct such meeting at the end of the day of the two day orientation session.
- I. Upon request and with reasonable notice, the Employer shall furnish the Association, in each of its buildings, an appropriate conference room to conduct union meetings or transact Association business. Such request shall not be unreasonable denied.

The Employer will cooperate to ensure that the Association's needs as set forth above are not unreasonably denied. The Association will cooperate with the Employer, the Employer's building authorities and designees, to ensure that the provisions of this Article are followed and a reasonable advance request is provided prior to the exercise of any of the above-recognized Association responsibilities.

Section 6.51. Bulletin Boards. A bulletin board will be located in each of the Employer's buildings in conspicuous and mutually agreed locations where it will be available to all employees. The Employer agrees to provide sufficient space on a bulletin board in a mutually agreed upon area.

Section 6.52. Notices Allowed. All Association notices which appear on the bulletin boards shall be signed, posted and removed by the Association Officers during non-work time. Association Officers or any other individual shall not post any notice on such bulletin board which relates in any way to partisan political matters.

Section 6.53. Materials Prohibited. No materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Association. No derogatory, obscene, scandalous, or scurrilous material may be posted. The Employer has the right to remove any material which fails to meet the requirements of this Article.

Section 6.54. Release Time. The Association recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives and members. If grievance hearings are scheduled by the Employer during an employee's regular duty hours, the employee and/or authorized representative shall not suffer any loss of pay while attending the hearing. It is specifically understood by both parties that time spent on Association business shall be outside of normal duty hours and shall not be considered as time worked. However, the Association President or designee(s) shall be released with pay, and upon approval of the immediate supervisor shall be granted release to attend the following:

- A. Step I, Step II and Step III Level grievance hearing and at disciplinary conferences.
- B. The Association President or designee(s) for meetings with the administration when such meetings must take place during scheduled working hours.

In addition, the Association shall have a total of five (5) days per school year, not cumulative from year to year, to use for the purpose of attending meetings and conventions that apply to Association business. Such time shall be granted in minimum increments of one (1) hour, with 24 hour notice provided by the Association. Time may be taken without 24 hour notice in emergencies so long as the time is taken when the programming day (student contact) is complete. All expenses, excluding the cost of substitutes, are totally the responsibility of the Association or Association member(s). Additional release time may be granted upon approval of the Superintendent or his/her designee.

The UniServ Consultant and the Association President maintains the right to visit bargaining unit members during lunch, planning periods, or any other time bargaining unit members are not in direct contact with clients. This right is not applicable to inservice meetings, parent meetings or other similar work time

ARTICLE 7 **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 7.1. Grievance Procedure. The term "grievance" shall mean an allegation by a bargaining unit employee and/or the Union that there has been a violation of the express terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 7.2. Process. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

The aggrieved employee shall have the right to be accompanied by a representative at any stage of the grievance procedure, or when disciplinary action is being imposed.

Section 7.3. Procedures. It is the mutual desire of the Employer and the Association to provide for prompt adjustment of grievances, with minimum interruption of the work schedules. Every responsible effort shall be made by the Employer and the Association to effect the resolution of grievances at the earliest step possible. No settlement of any grievance shall conflict with the terms of this Agreement. In furtherance of this objective, the following procedure shall be followed:

STEP 1: The grievance must be presented in writing to the designated building authority or designee within fifteen (15) working days from the date the alleged incident occurred or from the date the grievant should have known the incident occurred, but in no case later than twenty (20) calendar days following the date of such incident. Within ten (10) working days from the date the employee first presents his written grievance, the building authority or designee will deliver his written response. A copy of the grievance form is attached hereto as Appendix A

STEP 2: If the grievance is not resolved, the employee may pursue the matter by presenting the written grievance and all written responses to the Human Resource Director within fifteen (15) working days of the reply received in STEP 1. The Human Resource Director may meet with those concerned and attempt to resolve the matter, and shall respond in writing within fifteen (15) working days following timely receipt of the grievance at this step, or following a meeting with those concerned, whichever is later.

STEP 3: **Arbitration.** If the grievance is not satisfactorily settled at STEP 2, the Association may file a Notice of Arbitration. A Notice of Arbitration must be mailed, certified mail, return receipt requested or hand delivered, receipt signed, to the Human Resource Director and received within fifteen (15) calendar days following the issuance of the Human Resource Director's written decision in STEP 2. In the event the grievance is not mailed, certified mail, or hand delivered and received within the time limits prescribed, the grievance shall be considered resolved based upon the STEP 2 reply.

For purposes of this Article, "working days" shall mean actual days when the employee is scheduled to work. Grievances filed by the Association or employees who are not scheduled to work at that time must be filed within twenty (20) calendar days following the occurrence of the incident(s) giving rise to the grievance.

Section 7.4. Grievance Information. All grievances must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by the parties:

- A. Grievied employee's name and signature, or the Association.
- B. Grievied employee's classification.
- C. Date grievance was filed in writing.
- D. Date and time grievance occurred.
- E. The location where the grievance occurred.

- F. A description of the incident(s) giving rise to the grievance.
- G. Specific Articles and sections of the Agreement violated.
- H. Desired remedy to resolve the grievance.

Section 7.5. Self Representation. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Association grievance representative will be notified of his right to be present at the adjustment.

Section 7.6. Who May File. A grievance may be brought by any employee covered by this Agreement and/or Association on behalf of the employee/employees. If the Association elects to file the grievance on behalf of the employee(s), then the grievance must also be signed by an employee Association officer.

Section 7.7. Selection of Arbitrator. Within fifteen (15) calendar days following the receipt of the Association's written notification of its intent to proceed to arbitration, the Superintendent, either personally or through an appropriate designee, and the Association, or its designee, will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement on an arbitrator, either party will request the Federal Mediation and Conciliation Service, to submit a panel of seven (7) American Arbitration Association arbitrators from which the Employer and the Association shall select one by mutual agreement. If an agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties by alternately, striking names and selecting the final remaining name. Either party shall have the option to completely reject the list of names and request another list only once.

Section 7.8. Authority of Arbitrator. The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing testimony and evidence from both parties, unless the parties mutually agree to submit their dispute on written stipulations. The arbitrator shall not have authority to add to, subtract from, modify, change or alter any provision of this Agreement. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall not issue observations or declarations of opinion which are not directly essential in reaching a decision on the issue(s) in questions. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In disciplinary cases, the arbitrator shall have the authority to affirm, disaffirm or modify said discipline. The question of arbitrability of a grievance must be raised in writing if raised by either party seven (7) days after the Employer's receipt of the Association filing of a Notice of Arbitration. If a question of arbitrability is raised the arbitrator must rule on this issue prior to hearing the merits of the grievance. However, the arbitrator may decide to hear the merits in order to help determine the question of arbitrability.

Section 7.9. Effect of Binding Arbitration. The decision of the arbitrator shall be final and binding upon the Association, the grievant, and the Employer. Therefore, the Employer and the Association expressly acknowledge that this grievance procedure is the sole forum for resolution of any appeals or grievances. The State Personnel Board of Review and the Ohio Department of

Administrative Services shall have no jurisdiction and shall perform no functions relative to matters covered by this contract.

Section 7.10. Arbitration Costs. The costs of any proof produced at the direction of the arbitrator, and the rent, if any, for hearing room shall be borne equally by each party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. 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 reporter or request a copy of any transcript. Any affected employee in attendance for such hearing shall not lose pay or any benefits to the extent such hearing hours are during his or her normally scheduled working hours on the day of the hearing. All costs directly related to the services of the arbitrator shall be paid by the losing party.

If there is a dispute as to who is the losing party, the arbitrator shall make such determination. If the arbitrator upholds the position of each party in part, the arbitrator shall allocate which fees shall be borne by each party. Nothing herein precludes the parties' ability to reach a settlement wherein the arbitrator's fees are allocated by mutual agreement of the parties.

Section 7.11. Arbitrator's Award. The arbitrator's decision will be in writing and should be mailed to the Association and the Employer within thirty (30) days from the date the hearing record is closed.

ARTICLE 8

NEGOTIATIONS PROCEDURE. LIMITATIONS AND CONFORMITY TO LAW

Section 8.1. Negotiations Procedure. The parties to this Agreement will negotiate in the manner established in Revised Code Chapter 4117.

Pursuant to Ohio Revised Code Section 4117.14, either party may file a notice to negotiate no later than 60 calendar days prior to the expiration of this Agreement.

Section 8.2. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by the law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties specify that this agreement supersedes all state and local laws pertaining to wages, hours, and terms and conditions of employment for the bargaining unit, except those matters expressly prohibited by Revised Code Sections 4117.08(B) and 4117.10(A). Any statute, rule, regulation, or other legal mandate not addressed by this agreement, which is a legal topic for bargaining is expressly reserved to the Board if it is not specifically included within this Agreement.

The provisions of this Agreement establish in entirety the wages, hours, terms and conditions of employment of the employees in the bargaining unit. However the parties are required to comply with this Agreement which imposes a continuing bargaining obligation.

Section 8.3. Validity. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not

affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

Section 8.4. Alternative Language Negotiations. The parties agree that should any provision of this Agreement be found to be invalid, that upon the written request of either party, they will schedule a meeting within twenty (20) calendar days, at a mutually agreeable date and time, to discuss by good faith, negotiations and alternative language on the same subject, to make the remaining provision whole.

Section 8.5. Negotiation Sessions. Negotiation sessions will be scheduled in advanced by the parties. The meeting place and time will mutually acceptable to both parties. The parties shall exchange their respective written proposals prior to their negotiation session. The Board will pay for the release time of up to seven (7) Association negotiation members for at least one of the scheduled days of negotiations. The Association will pay for the release time of any additional members thereafter to attend.

Section 8.6. Contract Reproduction. Upon ratification by the Association and approval of the Board and County Commissioners, the parties' agreement will be signed by the duly authorized representatives of the Association and the Board. Once the agreement is signed by the parties, the Board shall produce sufficient quantity of the parties' contract to be distributed to the members.

ARTICLE 9 **HOURS OF WORK**

Section 9.1. Intent. This Article is intended to define the normal hours of work per day or per week applicable to employees.

Section 9.2. Standard Work Week. The standard work week for full-time employees covered by the terms of this Agreement shall be forty (40) hours for compensation purposes only during a consecutive seven (7) day period. Full-Time Employee shall mean an employee whose regular hours of service total thirty-seven and half (37.5) hours per week.

Section 9.3. Days of Work. The Employer annually shall adopt a program year calendar. The calendar will designate days when students are and are not in attendance. The Employer retains the right to modify this calendar as necessary to meet legal requirements imposed by State authority, or in order to meet program goals.

Section 9.4. Hours of Work. The Employer will communicate a schedule of hours for each employee. (See Appendix J). Normally, employees will be scheduled during a consecutive Monday-Friday, five (5) day period.

Section 9.5. Notification of Required Activities. At the beginning of the school year, the principals will communicate the dates of an open house and a graduation activity for that school year. Attendance of all staff at an open house is required. Attendance of all staff is not required at a graduation activity, however, those required to attend will be notified at least one month in advance

Section 9.6. Other Required Non-Working Hour Activities. Up to two additional non-working hours late day or evening activities may be required with one month advance notice. The additional activities to be required will be mutually agreed upon by the principal and the association building representative. If these parties cannot agree, then the principal may unilaterally designate one required activity.

Section 9.7. Early Dismissal. If the required activity only requires the attendance of some staff members, then those staff members will be permitted to leave work following bus loading at the end of the work day of the activity, or the following work day.

Section 9.8. Professional Responsibilities. It is understood that as professionals, all bargaining unit employees will attend necessary home visits, team meetings, staff meetings, scheduled inservices, staffings, annual review conferences, level meetings, behavior management review conferences, parent conferences and other activities which are required as professionally beneficial to the students. Failure to meet these professional obligations will be reflected on the employee evaluation.

Section 9.9. Failure to Attend Required Activities. Failure to attend activities required in accordance with Section 9.5 and 9.6 of this Article will result in the employee being docked two hours of pay per occurrence. Other applicable leave may be taken if the employee is eligible. An employee who is on an approved leave at the end of the work day when an activity is required will not be docked or required to use additional leave for failure to attend the required activity.

Section 9.10. Time Away. It is the goal of the Employer to provide each employee with thirty (30) minutes of time away from job responsibilities during each work day. If this time is not scheduled by 10:00 A.M., then the employee must notify the Supervisor by 10:00 A.M. The Supervisor will schedule time away between 10:00 A.M. and 2:00 P.M., preferably between 11:00 A.M. and 1:30 P.M. If the Supervisor is unable to schedule this time, the Supervisor will schedule within the next five (5) work days, a total of thirty additional minutes away, or during the ten days following this five day period a total of sixty minutes away, during the work day. This Article only applies to employees in the schools and will not be applicable on any day when ten (10) or more programming staff members are absent per school.

Section 9.11. The Supervisor shall establish daily work schedules and maintain daily employee attendance records.

Section 9.12. Full-time employees may take two (2) 15-minute break periods each full work day, if authorized by their immediate Supervisor. Break periods shall be considered a privilege and not a right and shall never interfere with the proper performance of the work responsibilities of the department. Such breaks shall be considered as part of the employee's work time. The scheduling and adjustment of break periods shall be the prerogative of the immediate Supervisor.

Section 9.13. The work day of a third shift employee shall be recognized as that day when the employee commences his or her assigned duties.

Section 9.14.

- A. An employee assigned to work during the actual change from Eastern Standard to Daylight Savings time shall be paid for the hour by which this work schedule is reduced as a result of the time change.
- B. An employee assigned to work during the actual change from Daylight Savings to Eastern Standard Time shall be appropriately compensated, in accordance with Article 10, for the extra hour by which his or her work schedule is increased.

Section 9.15. All applications for leave during such time changes shall be made based upon normal working hours.

Section 9.16. All employees are expected to work as scheduled and to be at work at the assigned time. If it is necessary for the employee to be absent or tardy, the employee must notify his/her Building Authority/Department Head or designee by the time specified by the Building Authority/Department Head or designee. Such notification should include the reason for the absence or lateness and an indication when the employee can be expected to return to work. Failure to inform the Building Authority/Department Head or designee shall be cause for corrective disciplinary action and/or docking of pay.

Section 9.17. For the purpose of standardizing the ratings for the attendance category of the performance evaluation, the following guidelines have been established. Employees will receive the following attendance ratings for the rating period. These standards do not apply to use of vacation leave, approved personal days, suspensions, military leave, funeral leave, court leave, professional leave, educational leave, administrative leave with pay, maternity leave, assault leave, non-paid disability leave, FMLA leave or other leave related to the employee's disability: See Appendix C.

Ratings

Standard

Meets Standards

No attendance/tardiness violations during the rating period

Does Not Meet Standards

One or more attendance/tardiness violations during the rating period

Section 9.18. An employee shall not be disciplined twice for two incidents arising from the same attendance or tardiness violation. For example, an employee who calls in late and arrives late will receive one attendance/tardiness violation. An employee who calls in late, yet arrives on time, will not be charged with an attendance/tardiness violation for calling in late. However, an employee who arrives late to work and who also does not have sufficient approved leave to cover his or her absence on that day (and has no doctor's excuse) shall be charged with more than one violation.

Section 9.19. Attendance standards are established for full-time employees (80 hours per pay period). For part-time employees, the standard should be prorated accordingly. In addition, for each two (2) attendance/tardiness violations of record at the time of the evaluation, the attendance category shall be lowered by one (1) rating.

Section 9.20. Extenuating circumstances may be considered and may be noted on the comment section of the performance review.

Section 9.21. Progressive discipline will be considered when attendance/tardiness violations occur. An attendance/tardiness violation occurs whenever any of the following situations arise:

- A. An unpaid absence, without authorized leave, not including suspensions, or;
- B. When an employee fails to properly call in an absence by the time specified by the Supervisor, or;
- C. If an employee calls in sick and does not have an adequate amount of sick time to cover hours missed and does not have an excuse from a doctor stating that he/she was too ill to perform his/her duties, or, if an employee calls in sick to provide medical care for an immediate family member and does not have an adequate amount of sick time to cover hours missed and does not have an excuse from his/her doctor stating the employee was needed to provide care, or;
- D. If an employee is tardy twice, or;
- E. If an employee leaves work early without authorization twice.

Section 9.22. The following counseling and progressive discipline guidelines may be applied:

1st Attendance/Tardiness Violation	Instruction and Cautioning
2nd Attendance/Tardiness Violation	Written Reprimand
3rd Attendance/Tardiness Violation	1 day suspension
4th Attendance/Tardiness Violation	3 day suspension
5th Attendance/Tardiness Violation	10 day suspension
6th Attendance/Tardiness Violation	15 day suspension
7th Attendance/Tardiness Violation	Removal

Section 9.23. If an employee has perfect attendance for four (4) working months following a violation (i.e., no unauthorized absence, tardiness or suspensions) one (1) violation will be removed from the violation count.

Section 9.24. Attendance/tardiness violations will be counted for the twenty-four (24) month period preceding the date of the most recent violation.

Section 9.25. All attendance/tardiness violations will be considered AWOL and the employee will be docked pay accordingly.

Section 9.26. Regulated Time. Regulated Time is granted for tasks that exceed the hours of work by employees assigned to those locations and times above. Regulated time is accrued through activities that benefit Early Childhood as a whole. All regulated time must be used within designated timeline as determined by the Early Childhood Director. All regulated time must be pre-approved by

an Early Childhood supervisor. A completed regulated time sheet or verbal supervisor approval must be submitted to the immediate supervisor prior to taking time off. The employee request should not be unreasonable denied. When possible, the processed form will be returned to the employee. All regulated time must be used by June 30 of each school year. There is no carryover of regulated time unless approved by the Early Childhood Director. See Appendix D.

ARTICLE 10 **OVERTIME**

Section 10.1. Defined. As defined in the Federal Fair Labor Standards Act of 1938 and subsequent amendments, professional, administrative, and executive staff shall be exempt from overtime compensation. An employee in a position that is not exempt shall be entitled, with prior approval of the employee's supervisor and subject to the conditions set forth below, to be paid overtime compensation at one and one-half (1 1/2) times his or her regular rate of pay for time actually worked in excess of forty (40) hours per work week. Employees may elect to take compensatory time in lieu of cash payment if approved by the employee's supervisor. Such compensatory time may accrue up to, but not exceed, a forty (40) hour limit. Employees who have accrued forty (40) hours of time off since April 15, 1986, shall, for additional overtime hours worked, be paid overtime compensation at one and one-half (1 1/2) times their regular rate at the time such payment is received. A "work week", unless otherwise specified by the Superintendent, shall mean that period from 12:01 a.m., Monday through 12:00 p.m., the following Sunday.

Section 10.2. Actual Time Worked. For the purposes of this section, paid sick leave, personal leave, holidays, paid vacation, and compensatory time shall not be considered as actual time worked. Time spent traveling to and from work, time spent "on call", and time spent on other than official agency business (e.g., sleeping, charitable activities, non-driving time on bus excursions) shall not be considered time worked for purposes of calculating overtime. Scheduled overtime, which is subsequently cancelled for any reason, shall not entitle the employee to overtime compensation.

Section 10.3. Scheduling. Supervisors may make adjustments in employee work schedules. Such adjustments may include the modification of an employee's ordinarily scheduled hours within a work week to prevent the earning of overtime, as well as the reduction of an employee's hours in the second week of a pay period to offset any overtime worked in the first week of the pay period (such offset to be at one and one-half (1 1/2) times the overtime worked).

Section 10.4. Limitations. Compensatory time must be taken within thirty (30) days of the date earned, at a time which is convenient to the employee and Employer, and not disruptive to the operations of the Employer. Employees requesting use of accrued compensatory time shall request such time no less than one (1) week prior to its use. Non-exempt employees who have accrued authorized compensatory time off in accordance with this Article shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than: 1) the average regular rate received by the employee during the last three (3) years of the employee's employment; or 2) the final regular rate received by the employee, whichever is higher.

ARTICLE 11
HOLIDAYS

Section 11.1. Holidays. All seasonal employees shall be entitled to payment for nine (9) holidays to be designated by the Employer for each program year. All twelve (12) month employees shall be entitled to payment for ten (10) holidays to be designated by the Employer for each calendar year.

Section 11.2. Holiday Pay. When a holiday as set forth in Section 1 of this Article falls on an employee's regularly scheduled day off, that employee shall receive pay at his or her regular rate of pay for his or her normally scheduled hours.

Section 11.3. Pay Status Requirement. If the employee is in a non-pay status, the entire work day before and after a holiday, he or she will not be eligible for holiday pay.

Section 11.4. Payment. Holiday pay will be included in the paycheck covering the pay period in which the holiday occurred.

ARTICLE 12
VACATION

Section 12.1. Vacations. The Employer shall provide annual vacation leave for all full-time, twelve month employees, subject to seniority provisions in Section 15.4.

Section 12.2. Computation of Leave. Full-time, twelve month employees working a scheduled forty (40) hours or more per week shall earn and be credited with annual vacation leave according to their number of years of continuous service with the Franklin County Board of DD.

<u>Years of Service</u>	<u>Days of Vacation</u>
A. Less than one	None
B. One but less than eight	10 workdays
C. Eight but less than fifteen	15 workdays
D. Fifteen but less than twenty-five	20 workdays
E. Twenty-five or more	25 workdays

Section 12.3. Part-time Employees. Part-time employees are entitled to vacation benefits on a prorated basis based on the actual number of hours worked during the pay period.

Section 12.4. Utilization of Leave. All vacation leave must be requested and authorized on an application for leave form. See Appendix E.

Section 12.5. Effect of Leave of Absence. Any leave of absence in a non-pay status of thirty calendar days or more shall be deducted when computing eligibility for vacation leave due.

Section 12.6. Accumulation. Vacation leave shall not be carried over for more than two (2) years unless an employee requests and receives written permission from the Superintendent or designee. In no case shall vacation leave accumulate or be carried over for more than three years. An employee is entitled to compensation, at his or her current rate of pay, for the pro-rated portion of any earned but unused vacation leave to his or her credit, at the time of separation or retirement.

Section 12.7. Planning of Leave. Vacations must be planned as far in advance as possible so as not to interfere with the efficient operation of the department. Vacation schedules must be submitted to the building authority in writing ten (10) days prior to commencement of the desired leave so that various functions may proceed properly.

Section 12.8. Anniversary Date. As used in this section "anniversary date" means the date an employee began full-time service and the same date in every following year. It is not affected by the type of appointment, whether temporary, provisional, certified or unclassified. Service shall be computed from the anniversary date. If an employee is off the payroll for a period of time (e.g. on leave of absence) the following anniversary date shall be deferred by an equivalent amount of time. If an employee resigns and is later reinstated or re-employed, the date of reinstatement or re-employment will constitute a new anniversary date.

ARTICLE 13 **SICK LEAVE**

Section 13.1. Eligibility. Each full-time employee shall accrue 4.6 hours of paid sick leave for each completed eighty (80) hours paid. Part-time employees shall be eligible to use hours of leave prorated to the number of hours actually worked.

Subject to the restrictions stated below, an employee who transfers from service with another public agency to service with the Employer, or who separates from service with the Employer or another public agency and becomes employed or re-employed by the Employer within ten (10) years of the date of separation, will be credited with the unused balance of accumulated sick leave available to that employee at the time their current period of employment with the Employer commences. Notwithstanding any other provision of this Agreement, or any provision of R.C. 124.38 or other statute or regulation addressing sick leave, the Employer will credit employees no more than a maximum of 120 hours of such previously accumulated balance of available sick leave for use in their employment with the Employer. The Employer will not cash-out any portion of accumulated balances exceeding the 120 hour cap. An employee will be eligible to have this portion of his or her previously accumulated balance of available sick leave credited for use in employment with the Employer only if he or she submits a written request to the Human Resources Department within ninety (90) days of commencing their current period of employment with the Employer. This request must include documentation issued by the employee's previous public agency employer identifying the date of separation or transfer, confirming the amount of the employee's available, unused sick leave balance at the time of transfer or separation and confirming that the employee has not cashed out that balance. The word "public agency" as used above includes the State of Ohio, counties, municipalities, all boards of education, public libraries, and townships within the State of Ohio.

The amount of sick leave time any one employee may accrue is unlimited.

Employees of the Franklin County Board of Development Disabilities may use their vacation leave for sick leave purposes.

Section 13.2. Utilization.

A. An employee absent and requesting to use sick leave is required to notify his immediate Supervisor or designee of his inability to report for work and the nature of his illness at least thirty (30) minutes prior to his scheduled starting time, or in the case of ECE instructors and assistant prior to 7:15 A.M. of the day of the absence. Emergency situations which may prevent an employee from complying with this requirement will be considered by the appropriate Supervisor. The requesting or use of sick leave shall not be abused. See Appendix E.

B. Sick leave shall be requested in minimum units of one tenth hour (6 minutes). An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Each employee will be charged for each one tenth hour of sick leave actually used based upon the following formula:

(8 divided by a) x b, where "a" equals the hours per day that the employee is regularly scheduled to actually work, and "b" equals the hours or parts of an hour (in tenth hour increments) of sick leave actually used.

For example, an employee who is regularly scheduled to work a seven-hour day, who takes one hour of sick leave at any time during the work day, would be charged for the use of 1.142856 hours of sick leave. [(8 divided by 7) x 1 - 1.142857]. Likewise, an employee who is regularly scheduled to work a seven-and-one-half-hour day, who takes one hour of sick leave would be charged for the use of 1.066666 hours of sick leave. [(8 divided by 7.5) x 1 - 1.066666].

C. Sick leave shall be granted to employees for the following reasons:

1. An illness, injury, medical, dental, or optical examination or treatment, or a medical emergency (including childbirth, pregnancy and/or related conditions) of the employee or an immediate family member.
2. The affliction of a member of the employee's immediate family with an illness requiring the care and attendance of the employee; or
3. Exposure of employee to a disease, such that the presence of the employee at his job would jeopardize the health of other employees. Travel time to the appointment shall be permitted.

D. For purposes of this Article, "immediate family" shall be mother father, brother, sister, child spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law,

brother-in-law, daughter-in-law, son-in-law, and/or a domestic partner of an employee, legal guardian, or other person who stands in the place of parent. See Appendix E (Application for Leave Form).

- E. For the purposes of this Article, a "domestic partner" shall be a companion of the employee who currently resides in the employee's residence, has resided in the residence for at least the previous twelve (12) months, and is involved in a sole and exclusive relationship with the employee, which relationship has been legally documented in a written statement provided to the Employer. The written statement shall be a notarized affidavit. See Appendix F.
- F. In the case of sick leave absences, a written statement from a physician must be supplied to the building authority certifying the necessity of the absence of the employee if sick leave abuse is suspected. In the case of sick leave absences for reasons specified in sub-paragraph 3(A), sick leave requests for more than three (3) work days may, at the Employer's discretion, require the written excuse of a licensed medical practitioner.

Section 13.3. Unused Sick Leave at Retirement. Upon retirement directly from service with the Employer, each employee may request compensation for the total number of days of unused sick leave accumulated to a maximum established as follows:

- A. Following (5) years of continuous service time with the Employer, the employee may request, to be paid for his or her accrued, but unused sick leave credit in accordance with the following schedule:
 - 1. 5 but less than 10 years of service - 25%.
 - 2. 10 but less than 15 years of service - 40%.
 - 3. 15 but less than 20 years of service - 60%.
 - 4. 20 but less than 25 years of service - 80%.
 - 5. 25 or more years of service - 100%.
- B. Sick leave payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit.
- C. Eligible employees must request payment in writing to the Human Resources Department within 3 months of retirement, in order to be eligible to initiate the payment process.

Section 13.4. Non-retirement Sick Leave Cash Conversion.

Following five years of continuous service with the Employer, the employee may request to convert up to 33% of his other accrued sick leave balance in accordance with the following schedule:

- A. 5 but less than 10 years of service - 25%.
- B. 10 but less than 15 years of service - 40%.

- C. 15 but less than 20 years of service - 60%.
- D. 20 but less than 25 years of service - 80%.
- E. 25 or more years of service - 100%.

- 1. Requests for sick leave conversion shall be made to the Human Resources Department prior to November 1 of each year.
- 2. Conversion of sick leave will be based upon the accrued balance as of the last pay of the calendar year.
- 3. Generally, payment will be made within 90 days of the last pay of the calendar year.
- 4. No payment will be made unless a timely request is received by the Human Resources Department.
- 5. All requests for sick leave conversion shall be made on a form provided by the Human Resources Department. See Appendix G.

ARTICLE 14 **FUNERAL LEAVE**

Section 14.1. Funeral Leave. An employee shall be permitted to use up to five (5) days of his or her accrued sick leave, upon proper notification to the department head of a death of a member of his "Immediate Family". For purposes of this Article only "Immediate Family" as defined in Article 13 shall also include any person who at the time of his or her death resided in the employee's household, and any blood or marital relation of the employee or any person legally standing in the place of a blood or marital relation. See Appendix E.

ARTICLE 15 **SENIORITY**

Section 15.1. Seniority. Seniority shall be continuous service as an employee with the Franklin County Board of DD, and such seniority shall begin with the date of hire.

Section 15.2. Break in Seniority. Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just and proper cause; or

- C. Is laid off for a period of more than thirty-six (36) consecutive months.
- D. Annually, the Employer will provide a list of current temporary employees and their corresponding prior service time with the department to Associate President during the last week of June.

Section 15.3. Seniority Credit. Employees shall not receive credit for any other service with any other Employer, nor for any time of employment with the Franklin County Board of DD which was prior to a break in service. However, employees with prior service with the Franklin County Board of DD shall receive retirement system credit for such time worked in accordance with applicable law.

Section 15.4. Service Time of Some Employees Grandfathered. For purposes of this Section, all employees hired prior to January 1, 1990, shall be credited with all public service time which has been transferred and recorded on the books of the Employer as of January 1, 1990, for purposes of vacation entitlement, if applicable.

ARTICLE 16 **CHILD CARE**

Section 16.1. Child Care. All bargaining unit employees shall be eligible to be included within the Employer's pilot child care program which was granted to non-bargaining unit employees at the May, 1989 Board meeting, as outlined in Appendix H.

ARTICLE 17 **WAGES**

Section 17.1. Bargaining unit employee wage increases shall be at the discretion of the Superintendent and the Board.

Section 17.2. The Board shall provide a notice annually to each bargaining unit member, no later than thirty (30) days following the employee's anniversary date. The notice shall include: the employee's rate of pay, placement on the assigned pay range and whether or not they received a performance level increase.

ARTICLE 18 **INSURANCE**

Section 18.1. Insurance Provided. The Employer will provide for unit members' health insurance benefits and will not reduce or delete health care benefits in effect as of July 1, 1989, without first negotiating such a decision. The Employer will pay 90% of the premiums for single or family coverage, and the unit member will pay 10% of the premiums by automatic payroll deduction. The Employer will continue to pay one hundred percent (100%) of the premiums for Dental and Vision insurance as per the present policies. For employees who are paid on less than a twelve month basis,

the annual employee insurance premiums will be allocated so that the entire annual amount due will be deducted from the employee's paychecks.

ARTICLE 19 LAYOFF AND RECALL

Section 19.1. General Provisions.

- A. Layoff of bargaining unit members shall be for the following reasons: Decreased enrollment of students or clients, return to duty of bargaining unit members after leaves of absence, or suspension of schools.
- B. The Franklin County Board of Developmental Disabilities agrees to provide a sixty (60) day advanced written notice to the Association prior to the effective date of a layoff.
- C. Whenever it becomes necessary to reduce the number of bargaining unit members, such reduction to the classification/certification area affected shall first be accomplished by attrition.
- D. Additional layoffs, if necessary, shall occur in inverse order of seniority within affected classifications and the required certifications as specified on the position description.

Section 19.2. Seniority and Seniority Lists.

- A. Seniority for layoff purposes shall be based upon continuous service with the Employer. Seniority is defined in Article 15 of this Agreement.

- B. Seniority List.

Seniority lists based upon continuous service with the Employer and classification/certification shall be prepared by the Board and given to the Association 120 days prior to any layoff. Challenges to placement on the lists must be delivered to the Human Resources Director within 30 days following posting of these lists. The lists will be final as to each employee who does not challenge the list within this 30 day period. At the conclusion of this challenge period, the layoff may proceed. Bargaining unit members will be placed on all lists within their classification/certification.

Section 19.3. Classification.

- A. The classification within which a layoff will occur are as follows: Aquatics Assistant, Instructor Assistant, Instructor Assistant/Joint Vocational Training, Nurse/Instructor Assistant, Vocational Training Instructor Assistant, Adaptive Physical Education

Instructor, Aquatics Instructor, Art Instructor, Art Specialist, Art Therapist, Behavior Management Instructor, Behavior Management Specialist, Community and Daily Living Skills Specialist, Community and Home Living Skills Instructor, Heinzerling Home Instructor, Home Based Specialist, Home Economics Instructor, Instructor 3, Instructor 4, Joint Vocational Training Specialist, Music Instructor, Music Specialist, Physical Development Specialist, Physical Education Instructor, Parent Group Leader, Reading Instructor, Reading Specialist, Supportive Home Services Specialist, Support Instructor, Social Worker, Vision Instructor, Vision Specialist, Vocation Training Instructor.

Section 19.4. Displacement Rights.

- A. Each laid off bargaining unit member possessing more continuous service time with the Employer shall displace the bargaining unit member with the least continuous service time with the Employer in the next lower classification or successively lower classifications in the same classification series.
- B. Any bargaining unit member displaced by a bargaining unit member possessing more continuous service time with the Employer shall displace the bargaining unit members with the least continuous service time with the Employer in the same classification/certification and successively lower classifications/certifications. This process shall continue, if necessary, until the bargaining unit member with the least continuous service time with the Employer in the classification/ certification has been reached, and if necessary, laid off.
- C. Employees shall notify the Human Resource Director or designee of this intention to exercise their displacement rights within ten (10) days after receiving notice of layoff.
- D. Members who are working in a classification which does not require certification shall not be displaced by certified employees who are not currently working in the same classification.

Section 19.5. Recall Rights.

- A. In refilling vacancies caused by such layoffs, or vacancies which bargaining unit members may be certified/classified to fill, bargaining unit members will be recalled in reverse order of layoff.
- B. A bargaining unit member on layoff shall maintain his/her recall rights until a vacancy occurs for which he/she is classified/certified.
- C. Any bargaining unit member who is offered and who declines reinstatement when a vacancy occurs or who fails to respond to the offer within ten (10) days after receipt of same, shall forfeit all recall rights with the Franklin County Board of Developmental Disabilities.

- D. It is the responsibility of each bargaining unit member on layoff to notify the Employer of a current address. Failure to notify the Employer in this manner eliminates any requirement for the Employer to recall that laid off member.
- E. Recall rights shall terminate after three (3) years from the date of layoff.

ARTICLE 20 **MILITARY LEAVE**

Section 20.1. Military Leave. All bargaining unit members who are "permanent public employees" as defined by R.C. 5923.05 and who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, are entitled to leave of absence from their respective duties without loss of pay for such time as they are in military service on field training, or active duty for periods not to exceed a total of twenty-two, eight-hour work days or 176 hours in any one calendar year. Any compensation received for military leave up to or equal to the employee's regular rate of pay is to be credited against the amount that the employee is to receive from the Employer, unless such duty is performed totally outside normal working hours.

Section 20.2. Any bargaining unit employee who is entitled to leave under Section 20.1 of this Article and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor pursuant to R.C. 5919.29 is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of the following:

- A. The difference between their gross monthly wage or salary as an employee of the Employer and the sum of the employee's gross uniformed pay and allowances received that month;
- B. Five hundred dollars.

Section 20.3. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty.

Section 20.4. The Employer will adhere to the mandatory reinstatement, reemployment and benefits provisions of the federal Uniformed Services Employment and Reemployment Rights Act, Ohio Revised Code Sections 5903.02 and 5923.051 and any other federal or state statute establishing mandatory provisions applicable to the military service of the Employer's employees.

ARTICLE 21
PERSONAL LEAVE

Section 21.1. Full-Time Employees. Each full-time employee who has worked at least three (3) months with the Franklin County Board of Developmental Disabilities will be granted the equivalent of two (2) personal leave days per program year which may be taken in one-half or full day increments. These personal days will be placed to the employee's credit on the first day of each program year. See Appendix E.

Section 21.2. Carryover. Seasonal employees who are not eligible to accrue vacation may carryover up to two (2) accrued but unused personal days for use during the following program year.

Section 21.3. Intermittent and Part-Time Employees. Intermittent employees are not eligible for personal leave. Part-time employees will be granted personal leave on a pro-rated basis, based on the actual number of hours worked.

Section 21.4. Not Accumulated. Personal leave with pay may not be accumulated for twelve (12) month employees, and may only be used during the program year in which it is granted.

Section 21.5. Program Year. For purposes of this policy, program year is defined as the period of time between July 1 of any year and June 30 following year.

ARTICLE 22
PROFESSIONAL LEAVE

Section 22.1. Professional Leave. Each employee of the Franklin County Board of Developmental Disabilities may be granted professional leave to attend professional meetings, conferences, workshops, or courses. Professional leave is intended to allow employees to receive specialized training and information without loss of pay, and to stimulate and support their professional growth.

Section 22.2. Leave Allowed. Employees may be granted the following number of professional leave days per program year:

Seasonal employees	up to three (3) days
Twelve month employees	up to four (4) days

Section 22.3. Proration. Employees who are other than full-time will receive professional leave days, as described above, on a pro-rated basis, e.g., a twelve month employee who works four (4) hours per day and 20 hours per week will receive up to four (4) professional days of four (4) hours each. Employees who attend conferences and seminars which last longer than their normally scheduled work day will only be reimbursed under this policy for the time which they are scheduled to work.

Section 22.4. Minimum Units. Professional leave days must be taken in minimum units of one-half (1/2) of the normal scheduled work day.

Section 22.5. Not Accumulated. Professional leave may not be accumulated, and may only be used in the program year in which it is granted.

Section 22.6. Program Year. For purposes of this policy, program year is defined as the period of time between July 1 of any year and June 30 of the following year.

Section 22.7. Travel Outside Ohio. Employees requesting leave to travel outside the State of Ohio must have approval prior to the date(s) of attendance. Such leave requests must be approved by the Superintendent through regular channels at least five (5) days in advance of the Board Meeting which is scheduled prior to the date(s) requested.

Section 22.8. Staff Development Not Counted. Scheduled staff development days in the Board approved calendar will not count as professional days. If employees are required by the Superintendent to attend a professional development experience, this will not count as one of the allotted number of professional days.

Section 22.9. Reimbursement. Reimbursement for conferences and seminars may be refunded up to the membership rate. Receipts must be submitted to the Fiscal Department for reimbursement. Depending upon the recommended reimbursement by the Building Authority, and approval of the Superintendent or designee the employee may be reimbursed for other expenses.

Section 22.10. Allocation. Professional growth funds will be allocated to building on a semi-annual basis (January-June, July-December). Funds remaining unused in June may be carried over to the July period. If all funds allocated for the January-June period are exhausted, the Supervisor may access any or all of the funds available for the following period. Staff will be notified of the amount of each building's allocation, and procedures for applying for approval to receive professional growth funds. The Association president will receive a semi-annual report on how funds have been spent for bargaining unit members.

ARTICLE 23 **ADMINISTRATIVE LEAVE WITH PAY**

Section 23.1. Leave With Pay. Employees may be granted leave with pay for purposes directly related to the function of the Agency, or to the functions of the employee's position.

Section 23.2. Discretion of Superintendent. Administrative leave with pay may only be granted by the Superintendent or designee.

Section 23.3. Retirement Planning. Employees who may be considering retirement may request up to eight (8) hours total administrative leave for the purposes of consultation with PERS, STRS, or Social Security.

ARTICLE 24 COURT LEAVE

Section 24.1. Jury Duty. Court leave with pay shall be granted to employees summoned for jury duty during normal working hours by Federal, State or any other court of competent jurisdiction. See Appendix E.

Section 24.2. Subpoena. Court leave with pay shall be granted to employees subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses during normal working hours where the employee is not a party to the action.

Section 24.3. BWC Hearings. An employee who is the claimant before the Bureau of Workers' Compensation for a Board-related claim, and who is scheduled to work at the time of the scheduled hearing or examination, shall be granted leave with pay for purposes of attending such hearing or examination during normal working hours.

Section 24.4. Reimbursement. Any compensation or reimbursement received, less parking expense with a receipt, related to jury duty or for court attendance compelled by subpoena must be submitted to the Human Resources Department when such duty was performed during normal working hours.

Section 24.5. Personal Court Appearance. An employee who is appearing before a court or other authorized body in which he/she is a party to the action, except as set forth in Section 24.3 above, may request to use accrued vacation time or personal days or leave without pay.

ARTICLE 25 LEAVE WITHOUT PAY

Section 25.1. Personal Leave. The Superintendent or designee may in his discretion grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may be renewed or extended beyond six (6) months at the discretion of the Superintendent.

Section 25.2. Educational Leave. The Superintendent or designee, in his discretion, may grant a leave for a maximum of one (1) year for the purposes of education, training, or specialized experience which would be of benefit to the Board by improved performance at any level.

Section 25.3. Discretion. The authorization of any leave of absence without pay is a matter of administrative discretion. The Superintendent or designee will decide in each individual case if a leave of absence is to be granted.

Section 25.4. Approval. The granting of any leave of absence is subject to approval of the Superintendent. Except for emergencies, employees will provide as much advance notice as it possible to the Superintendent or designee prior to commencement of the desired leave so that the various functions may proceed properly.

Section 25.5. Completion of Leave. Upon the scheduled completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement employee in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave. The terminated employee may be considered for other vacancies.

Section 25.6. Return Before Scheduled Time. An employee may return to work before the scheduled expiration of leave if requested by the employee and approved by the Superintendent. An employee who fails to return to work within three (3) working days following the completion of a leave of absence, unless approved in writing by the Superintendent or designee, may be removed from his or her position.

ARTICLE 26 **DISABILITY SEPARATION**

Section 26.1. Voluntary Reduction. When an employee becomes physically unable to perform the duties of his or her position, but is still able to perform the duties of a vacant, lower level position, he or she may voluntarily request reduction to the lower level position. Such request shall be made in writing through the proper channels stating the reasons for the request. Approval of such request is discretionary.

Section 26.2. Personal Leave. A physically incapacitated employee, who has exhausted his or her accumulated sick leave and vacation leave and for whom voluntary reduction is not practicable or available, may request up to six (6) months of unpaid disability leave only if he or she can present evidence as to the probable date on which he or she will be able to return to and fully perform in the same or similar position within a six (6) month period. Such request must be submitted in writing to the Superintendent through the immediate employee's Supervisor with a copy of a physician's statement attached. Whenever the probable date of return is unknown, or longer than six (6) months, the employee shall be placed on Disability Separation, up to the maximum of three (3) years. An employee who fails to return to work within three (3) working days following the completion of a leave of absence without approval from the Human Resource Director, may be removed from his or her position.

Section 26.3. Disability Separation Procedure. A disability separation may be granted when an employee has exhausted his or her accumulated sick leave and any authorized vacation and is:

- A. hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or
- B. declared physically incapable of performing the duties of his or her position by a licensed physician designated by the Human Resource Director. If the Human Resource Director designates a physician other than the employee's own physician, the Employer will pay the cost of any required examination to the extent that such examination cost is not reimbursed by insurance.

An appointment made to fill a position made vacant by Disability Separation will be on an interim basis, and such employee should be made fully aware of its interim nature. A replacement employee in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave.

Section 26.4. Reinstatement Procedure. Reinstatement rights following Disability Separation extend for a total of three (3) years from the effective date of the leave for the disabling conditions (e.g., 6 months disability leave and 2 1/2 years of Disability Separation). Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform all of the duties of the position. If the examination is conducted by a physician designated by the Superintendent, the costs of such examination shall be paid by the Employer. If continuing disability precludes reinstatement, the employee may apply to PERS or STRS for Disability Retirement. If approved, such retirement must be reported to the Human Resources Department.

An employee who does not return from Disability Separation, formally resigns, or takes Disability Retirement, shall be separated from service effective as of the first day of the leave for the disabling condition.

ARTICLE 27 **CALAMITY DAYS**

Section 27.1. Superintendent May Authorize. The Superintendent or designee may authorize an emergency closing for all or part of the agency due to inclement weather conditions or other emergencies (e.g., water main break, heating malfunction).

Section 27.2. Payment. Employees, who are excused from work on calamity days or partial calamity days, will be paid in the same manner as they are paid for holidays for which they do not work, except as noted below.

Section 27.3. Non-payment. Employees who are in a non-pay status during the work day before or after a calamity day will not be paid for the calamity day.

Section 27.4. Effect of Other Extended Leave. Employees who are on extended (Five work days or greater) prearranged professional, sick, or vacation leave shall be charged for professional, sick, or vacation leave on calamity days.

Section 27.5. Effect of Other Leave. Employees who are not on an extended leave and who are in a pay status (e.g., paid sick, professional, or vacation leave) the entire day before and after a calamity day, will be paid for the calamity day or portion of the day missed, and will not be charged for sick, professional, or vacation leave for the portion of time they were not expected to report to work.

Section 27.6. Extension of Calendar. 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 days

of actual instruction are completed. Any such extension of the calendar shall not result in additional payment to employees.

ARTICLE 28 **RELIGIOUS HOLIDAYS**

Section 28.1. Policy. The Franklin County Board of Developmental Disabilities shall permit and assist employees to observe religious holidays, which have not been granted by law, in a flexible and fair manner. While the granting of leave for such holidays may not always be possible, efforts will be made to accommodate the needs of the employee.

Section 28.2. Leave Requests. 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.

Section 28.3. Work Exchanged For Time. 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.

Section 28.4. Make-up Time. 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 time must be approved in writing by the Superintendent.

Section 28.5. Use of Personal Day. The employee may also choose to substitute their Personal Days for religious holidays.

Section 28.6. Deductions. 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 year, the employee will have a deduction made in that amount from his or her last pay for the program year; or from the final pay if he or she should resign during the year.

Section 28.7. Program Year. For purposes of this Article, program year is defined as the period of time between July 1 of the year and June 30 of the following year.

ARTICLE 29 **NOTIFICATION OF ABSENCE/LEAVE REQUEST PROCEDURE**

Section 29.1. Notice. All employees must "report off" work for any absence. Failure to do so may result in denial of leave for the period of absence, appropriate reduction in pay, and may result in disciplinary action.

Section 29.2. Application. Employees are required to complete an Application for Leave form and to attach other applicable documents to request approval to be absent from work. Each request must be completed and forwarded to the Superintendent or designee prior to the absence, and in accordance with notice requirements established by this agreement.

Section 29.3. Discretion. Approval of application for leave shall be reserved to the Board.

ARTICLE 30 **ASSAULT LEAVE**

Section 30.1. Assault Leave. For purposes of this Article, "assault" shall be defined as a physical attack by a student upon a bargaining unit member that results in the inability of the bargaining unit member to perform his or her regular job duties.

- A. Any bargaining unit member who has suffered a physical assault that resulted in physical injury and/or loss of personal property while performing contractual or other duties related to his/her employment by the Employer, where the incident did not result from an accident or from misbehavior or negligence on the part of the unit member, and the unit member was within the bounds of general standards of professional or appropriate behavior, shall make an immediate oral report, if possible, and shall within one (1) day, unless incapacitated, make a written report on Board - prescribed forms of the circumstances thereof to the building principal. The individual shall make supplemental written reports attaching copies of any summons, complaints, process, information, indictment, notice, or demand served upon him in connection with such assault and/or loss of personal property within five (5) days after he/she has been served herewith, and shall report the final disposition of any such proceedings to the building principal.
- B. The principal or designated representative shall obtain a list of witnesses to said assault. The principal shall then obtain a written statement of the observations of each witness.
- C. Such reports will be forwarded to the Human Resources Department. Provided such information is not privileged by law, copies of all reports will be provided to the bargaining unit member by the Human Resources Department Director, upon request.
- D. The Human Resources Department, shall acknowledge receipt of the principal's and the bargaining unit member's reports and shall communicate this information to the president of Association with a written verification.
- E. It is fully understood that a bargaining unit member assaulted while performing contractual duties related to his/her employment by the Employer as a member of the Workers' Compensation Fund, has a right to file a claim with the State for reimbursement of salary, hospital and doctor bills. A member of the administrative staff will assist the individual involved in the filing of such forms.

- F. If the physical assault on a bargaining unit member results in his/her inability to perform contractual related duties for a period of time, then the employee is required to notify the employer as soon as possible following the injury so that the individual shall be provided leave until he/she is able to resume his/her professional duties without net loss of pay for a period not to exceed seven calendar (7) days per assault, beginning at the time of the assault. No deduction shall be made from his/her sick leave while the individual is covered under this Article. The individual will provide the Board with a written statement recommending the leave from a licensed medical practitioner, a licensed psychologist, or other licensed diagnostic agent who has the legal authority to prescribe treatment. The approximate duration of the disability will also be designated. In addition, the individual shall make written application for leave, unless incapacity prevents this.
- G. A student who physically assaults a unit member may be suspended or isolated and supervised until such time that an investigation can be made based upon the decision of the appropriate administrator. The appropriate administrator's decision will be made with consideration of input from the staff person assaulted and student's classroom team which should include the Behavior Manager and Psychologist, as appropriate.
- H. Should any unit member knowingly make false application for and/or falsify any information within the provisions of this Article, he/she shall be subject to disciplinary action.
- I. If a unit member is unable to gain restitution of destroyed personal property after a reasonable effort, then the Employer will submit an insurance claim for restitution to the unit member on the basis of the fair market value of any personal property destroyed or cost of repair if damaged. It is expected that unit members will use reasonable care in protecting personal property.

ARTICLE 31 PAY PERIOD

Section 31.1. Pay Period.

- A. There are normally twenty-six (26) pay periods per year. All employees are to be paid every other Friday under a two (2) week delayed system. (Paychecks are issued two weeks after the final day of the pay period.)
- B. If a holiday occurs on a Friday in which a payday falls, paychecks will be issued on the following Monday, except under extenuating circumstances, in which case paychecks will be issued as soon as they are available. The Human Resources Department will advise employees of any deviation in this procedure.

- C. Questions regarding an employee's pay are to be referred immediately to the Human Resources Department for resolution.
- D. Pay advances of any kind are not permitted.
- E. During seasonal breaks, seasonal employees may pick up their checks at the Personnel Office, or provide the Personnel Office with a self-addressed, stamped envelope for mailing. If checks are not mailed or picked up, they will be available the first day on which the seasonal employee returns to work, but in no case will checks be held beyond 30 days. Checks will be returned to the County Auditor's Office after thirty (30) days.
- F. Special instructions or requests to hold paychecks may be made to the Personnel Office. The employee is responsible for notifying his/her immediate Supervisor and the Building Authority in the location where it is being sent. Such requests must be made by 4:00 P.M. on the day before the payday.
- G. Paychecks are accompanied by earnings statements which provide an account of employee earnings and deductions for the pay period and year to date totals. This statement also provides an unofficial record of sick leave and vacation leave balances. The official record for sick leave and vacation leave is maintained in the Personnel Office.
- H. The procedures established in this Article may be amended by the Employer only to the extent necessary to maintain conformity with any system established by the County Auditor, or designee.

ARTICLE 32 **IMPLEMENTATION OF WORK RULES**

Section 32.1. This Agreement governs the terms and conditions of employment of the employees in the FCDDEA/OEA bargaining unit. Except as provided elsewhere in this Agreement, the Employer's policy manual is inapplicable to employees in the FCDDEA/OEA bargaining unit. Notwithstanding the foregoing provision, the Employer has the right to make and implement reasonable work rules.

ARTICLE 33 **PROBATION**

Section 33.1. Period. Each newly hired or promoted employee shall serve a probationary period. Probationary periods shall be for one year (365 calendar days). By mutual agreement of the employee and the Employer, further extensions may be effected.

Section 33.2. Use. Supervisors shall use the probationary period to closely observe and evaluate the employee's performance and aptitude for the job. The employee is encouraged to bring problems,

questions, or suggestions to the Supervisor, which will assist the Supervisor to improve the employee's performance. Supervisors have a responsibility to recommend retention of only those employees who meet acceptable work standards during the probationary period. It is the responsibility of the appropriate Supervisor to inform the employee of non-disciplinary deficiencies in performance, and to give the employee suggestions for improvement and a reasonable timetable within which to effect such changes.

Section 33.3. Separation. An employee may be terminated upon failure of a probationary period for unsatisfactory service. The Superintendent or designee shall review each case individually, and evaluate the employee's fitness and/or quality of work to determine whether termination or some other action is appropriate.

Section 33.4. Effect of Reduction/Demotion. If the employee is reduced or demoted for failure to complete a probationary period, it shall not be considered a disciplinary action, and shall not serve to eliminate the employee from consideration for advancement to other positions.

Section 33.5. Calculation of Period. The probationary period for full-time employees and scheduled part-time and seasonal employees shall be based on calendar days from the date of original appointment. Time on leave of absence or other non-paid leaves except for military leave exceptions shall not be counted toward the completion of the probationary period. Intermittent employees or employees who work irregular shifts shall have a probationary period of two thousand (2,000) hours.

ARTICLE 34 **FEE WAIVERS**

Section 34.1. Exchange of Services Agreements. The Franklin County Board of Developmental Disabilities has established exchange of services agreements with Columbus State Community College, Ohio Dominican College, and Ohio State University.

Section 34.2. Fee Waiver. A fee waiver allows an employee to take a specific number of hours or courses without having to pay tuition. All staff are eligible to apply for fee waivers and are required to submit their request well in advance (6 weeks) of the appropriate quarter or semester. Employees should secure request forms from their Supervisor.

Section 34.3. Criteria. All employees who have requested fee waivers will be notified of the Human Resource Director decision prior to the start of the quarter or semester. Due to the limited number of fee waivers available, not all requests can be approved. The following criteria will be used to determine which fee waiver requests will be authorized when more requests are received than there are fee waiver course hours available:

- A. The relationship of the course(s) to the employee's field of education
- B. The number of previous fee waivers issued to the employee.

- C. Other factors considered pertinent by the Human Resource Director responsible for exchange of services agreements with the various universities and educational institutions.

ARTICLE 35

MISCELLANEOUS INSURANCE AND CONTINUATION OF COVERAGE

Section 35.1. Life Insurance. Life insurance coverage is provided to all full-time, seasonal and part-time employees in the face amount of \$25,000. Intermittent employees are not eligible for life insurance benefits. Each employee may also elect to purchase by payroll deduction additional group term life insurance in accordance with a "guaranteed issue" policy offered by the Employer.

Section 35.2. Liability Insurance. Employees who are authorized to drive county owned vehicles are covered for bodily injury, liability, and property damage to a face amount of \$1,000,000 per occurrence. No employee will be required to transport students or clients in their own vehicles.

Section 35.3. Professional Liability Insurance. Professional liability insurance is provided to each employee to a face amount of \$1,000,000 per occurrence.

Section 35.4. Continued Insurance Coverage. Continued insurance coverage is available to employees or beneficiaries in the following cases: 1) the employee's death; 2) voluntary or involuntary termination of employment or reduction in hours; 3) divorce or legal separation; 4) the employee's entitlement to Medicaid benefits; or 5) a dependent child ceasing to be a dependent under the applicable plan provisions. When an employee is terminated or hours of work reduced, coverage may continue for at least 18 months. The coverage period will begin with the date of the qualifying event. A qualified beneficiary has at least 60 days from the date of the qualifying event in which to elect continuing coverage and coverage will cease if premiums are not paid. Premiums shall not exceed 102% of the plan's cost for other similarly situated employees.

Section 35.5. Limitations. The Employer will continue to pay 100% of the premium cost paid for the mandatory insurance provided pursuant to this Article.

ARTICLE 36

ETHICS AND INDIVIDUAL RIGHTS

Section 36.1. Ethics. All employees are expected to comply with the ethics and conflict of interest laws of the State of Ohio, and shall not engage in outside employment which results in a conflict of interest with their duties as employees of the Franklin County Board of MRDD.

Section 36.2. Individual Rights. The Employer agrees with the individual's right to privacy and recognizes that one's personal, non-working life is not a condition of employment unless it interferes with the effective performance of contract duties.

ARTICLE 37
CERTIFICATION, LICENSURE AND REGISTRATION

Section 37.1. Employee Requirements. Employees are responsible for maintaining professional, educational and/or experience requirements and all required State certifications, licenses, permits, and registrations.

Section 37.2. Communication with State. All communication on certification requirements from staff to the Department of Education or the Department of Developmental Disabilities should be channeled through the Human Resources Director, unless otherwise stated by the Employer.

Section 37.3. Required Fees. The required fees for certification applications or for course work related to certification are the responsibility of individual staff members.

Section 37.4. Status Change. Employees who have a change in their educational or certification status are responsible for providing the appropriate documentation to the Human Resources Director:

- A. A letter notifying the agency of any status change must be submitted to the Human Resources Director.
- B. Included with the letter must be official copies of the document which verifies the status change (e.g., official transcripts, certificate, etc.).

ARTICLE 38
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Section 38.1. The FCBDD Local Professional Development Committee (LPDC) shall be one committee comprised of five (5) members. The LPDC shall determine its structure, i.e., Chair, Co-Chair.

Section 38.2. When reviewing teacher individual professional development plans (IPDP), the LPDC membership shall be comprised of:

- A. Three (3) teacher members, with at least one (1) representing the Early Childhood Education Department and at least one (1) representing the Schools.
- B. Two (2) administrators, with at least one (1) representing the Early Childhood Education Department and at least one (1) representing the Schools.
- C. When reviewing administrative plans, the LPDC membership shall be comprised of three (3) administrators and two (2) teacher members.

Section 38.3. The teacher members of the LPDC shall be appointed by FCDDEA/OEA. Vacancies occurring among teacher members of the LPDC shall be appointed by FCDDEA/OEA.

Section 38.4. The administrative members of the LPDC shall be appointed by the Superintendent. Vacancies occurring among administrative members of the LPDC shall be appointed by the Superintendent.

Section 38.5. The scope of the committee will be limited to the requirements set forth in Section 3319.22 of the Ohio Revised Code, and rules adopted thereunder, which authorized the establishment of Local Professional Development Committees for the Early Childhood Education Department and Schools.

Section 38.6. The LPDC shall meet at least twice annually at a time and place to be determined by the committee. The LPDC shall determine to what extent to keep and retain records of its meetings, decisions and recommendations.

Section 38.7. The length of terms of committee members shall be indefinite and shall be determined by the Superintendent, the President of FCDDEA/OEA and the committee members.

Section 38.8. The Chair of the committee shall be determined by the committee.

Section 38.9. Each LPDC member shall be released, without penalty, during the regular school day when a LPDC meeting is scheduled during the school day.

Section 38.10. The Franklin County LPDC has established the following appeal process:

A. Reconsideration

If an educator disagrees with the LPDC's decision, he or she will be given the opportunity to meet with the committee in person to discuss the Individual Professional Development Plan and to present his or her case. This discussion will also serve to help the educator gain an understanding of the LPDC's perspective.

B. Third Party Review

If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party will review the decision. This third party shall be comprised of a panel consisting of one (1) licensed educator selected by the LPDC; one (1) licensed educator selected by the educator; and one (1) individual agreed upon by the above two. These three (3) individuals will function as a panel to review the LPDC decision and to either uphold or overturn the decision within fifteen (15) days of the committee's receiving a request for such a review.

C. Final and Binding Nature

Decisions of the third party review shall be final and binding upon the LPDC and the educator and shall not be appealable or otherwise subject to further review.

Section 38.11. Decisions of the LPDC shall not be subject to the Grievance Procedure.

ARTICLE 39 **RESIGNATIONS**

Section 39.1. Any employee who wishes to resign, must provide written notice to the Superintendent thirty (30) days prior to the date the resignation is to be effective. If a non-certificated employee fails to provide such timely written notice the Employer may refuse to re-hire the employee. If a certificated employee fails to provide such timely written notice, he/she may have his/her certificate suspended by the State Board of Education or the Ohio Department of Developmental Disabilities. Failure to comply with this Article is a violation of this Agreement.

ARTICLE 40 **PERSONNEL FILES**

Section 40.1. Files Maintained. The Employer will establish one (1) official personnel file for each unit member. The file shall be maintained in the Human Resources Office of the Superintendent or designee.

Section 40.2. Personnel Files. It is recognized by the parties that the Employer may prescribe reasonable regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Employer or the employees.

Section 40.3. Copies Provided. The unit member will be given copies of any disciplinary action, evaluation, complaints, letters of merit, or commendations which are placed in the personnel file.

Section 40.4. Disputes. If a unit member disputes the accuracy, relevance or timeliness of any material in his/her file, he/she may request that the Employer take action to correct the error. If the Employer does not authorize the correction, then the employee may attach a written rebuttal to the questioned material.

Section 40.5. Inspection of Files. A unit member shall have the right by appointment to inspect his/her personnel file so long as such request is during the normal working hours of the administration offices. However, there shall be no more than one unit member per hour requesting to inspect his/her files during his/her free time or free period.

Section 40.6. Copies Requested. Upon request, an employee, shall receive copies of any material placed in his or her personnel file. Payment for copying costs may be required of employees.

ARTICLE 41
BLOOD BORNE PATHOGENS, COMMUNICABLE DISEASES

The Franklin County Board of Developmental Disabilities recognizes that communicable diseases involving blood borne pathogens pose significant and delicate issues for employees in the workplace. For this reason, we have established the following guidelines for handling employee issues that arise when an employee is affected by a serious condition of this type.

- A. The Board is committed to maintaining a safe and healthy work environment for all employees.
- B. Consistent with this commitment, the Board will treat communicable diseases involving blood borne pathogens similar to other life-threatening illnesses, in terms of disability leaves of absence and other disability benefits. Employees who are affected by communicable diseases involving blood borne pathogens or any other life-threatening illness will be treated with compassion and understanding.
- C. Based on the overwhelming preponderance of available medical and scientific opinion, including statements from the U.S. Public Health Service, Center for Disease Control, there is no evidence that communicable diseases involving blood borne pathogens are casually transmitted in ordinary social or occupational settings or conditions. Therefore, subject to changes in available medical information, the Board will allow employees with communicable diseases involving blood borne pathogens or any of its related conditions to continue to work and to provide them with reasonable accommodations as long as they are medically able to perform the essential functions of their jobs as set forth in their job descriptions and pose no danger to their own health and safety or the health and safety of others. Concomitantly, employees should not refuse to work or withhold their services for fear of contracting communicable diseases involving blood borne pathogens by working with a person affected by such a disease. Employees who engage in such refusals or withholding of services will be subject to discipline.
- D. The Board will treat all medical information obtained from employees with communicable diseases or any of their related conditions confidentially to the extent permitted by law.
- E. The Employer shall comply with all state and federal laws and agency policies pertaining to blood borne pathogens and communicable diseases in the workplace.
- F. Employees shall be required to use universal precautions in accordance with current medical and scientific knowledge in all situations where the potential for communication of disease exists.

ARTICLE 42
DRUG FREE WORKPLACE

- A. The use, possession, sale, manufacture or distribution of alcohol, illegal drugs or the improper or abusive use of legally prescribed drugs, or other intoxicating substances by employees while working or while on FCBDD premises or other work locations is prohibited. Every employee of the Board is expected to report for work and render service without being impaired by or under the influence of alcohol or illegal drugs of any kind.
- B. For the purposes of this article, illegal drugs include, but are not limited to, narcotics, hallucinogens, depressants, stimulants, other substances (e.g., LSD, PCP, cocaine, marijuana, etc.) which can affect or hamper the senses, emotions, reflexes, judgment or other physical or mental activities, and controlled medication not prescribed, or in quantities or frequency different from that prescribed, for current personal treatment by a licensed physician to address a specific physical, emotional or mental condition.
- C. For the purposes of this article, medication or prescribed drugs are drugs an individual is taking under the direction of a licensed physician to address a specific physical, emotional, or mental condition, where such medication or prescribed drugs are taken in the quantity or frequency as prescribed.
- D. All applicants who are hired by the board will be required to submit to post-employment drug and or alcohol screening. Such screening shall be conducted before the hired applicants actually perform functions for the first time. Any employee who tests positive for illegal drugs or receives a "dilute negative" test result shall be given a reasonable opportunity to challenge or explain the results. If the results are confirmed and no medical justification exists, the employee will be terminated.
- E. Drug screening shall be required for employees seeking promotion, transfer or demotion into positions described in Paragraph d. Such employee who tests positive shall be given reasonable opportunity to challenge or explain the results. If the results are confirmed and no medical justification exists, the employee shall be disqualified for the change for which he/she applied, and shall be treated as an employee who tests positive under paragraph f (2) and (3) of this article.
- F. Subject to the limitations contained in this paragraph, drug or alcohol testing may be required for any individual employee in any position, where there exists probable cause to believe that illegal drug use or alcohol use is impairing the employee's ability to perform the essential functions of the employee's job. Drug and alcohol testing shall be required for those employees whose positions require a commercial driver's license where there exists reasonable suspicion of an employee's drug or alcohol use in violation of the applicable rules and regulations of the Federal Highway Administration (49 CFR Part 382). Such test may be directed by the Superintendent or his/her designee. An employee may be required to undergo such testing immediately when the Superintendent or his/her designee determines that there are

objective indications of impairment of behavior, demeanor, speech, appearance, breath, or job performance and probable cause that the employee has been impaired by drugs or alcohol while in the scope of his/her employment by FCBDD; when an employee is involved in a work-related accident, causing injury to person or damage to property, for which drug or alcohol impairment may reasonably have been a contributing factor. Accidents following which post-accident drug and alcohol testing will be required shall include (but shall not be limited to) those where an employee receives a citation for a moving traffic violation and all accidents where a fatality occurs regardless of whether an employee receives a citation. Drug and alcohol testing may also be required during any physical examination regularly required by the Superintendent, Board policy, or state law.

1. An employee who refuses to sign a consent form allowing for testing with test results to be presented to the Board or who fails to cooperate fully and in a timely manner with the requirement to undergo drug or alcohol testing, shall be terminated for such refusal.
 2. An employee who tests positive for drugs or alcohol shall be given reasonable opportunity to challenge or explain the results. In the case of employees who hold positions involving the operation of vehicles, if such an employee challenges or offers a legitimate explanation for their positive test result, the Superintendent shall place the employee on administrative leave until the Superintendent ascertains whether the initial positive result was accurate and/or excusable. If the positive test result is determined by the Superintendent to be accurate, the Board shall immediately terminate the employee. If the positive test result is determined to be excusable to the satisfaction of the Superintendent, the employee shall be returned to duty from the paid administrative leave.
 3. Notwithstanding the fact that the Board seeks to encourage employees with drug or alcohol abuse problems to participate in a counseling and/or treatment program as part of the health care options available to Board employees, the fact that the Board gives an employee the opportunity to participate in such a program does not excuse the employee from receiving a disciplinary sanction, including termination for his/her underlying violation of this article. All violations of this article are subject to disciplinary action pursuant to the discipline article of this Agreement. The mere fact that such misconduct may be related to an underlying drug or alcohol condition, or that the employee is undergoing counseling, treatment or rehabilitation for such underlying condition does not excuse the employee from disciplinary sanction for the violation. Testing positive for drug or alcohol use which is illegal and/or which may impair the employee's ability to perform the essential functions of the employee's job is a termination offense.
- G. In accordance with the rules and regulations of the Federal Highway Administration, (49 CFR Part 382), those employees whose positions require a commercial driver's

license shall be subject - in addition to the screening requirements stated elsewhere in this article - to random drug and alcohol testing. The testing dates and employees selected will be determined by the Superintendent or his/her designee, and will not be announced in advance. The employees selected for random testing will be required to undergo testing just before, during or just after their performance of "safety-sensitive" duties.

- H. A program of counseling and/or treatment may be approved by the Superintendent, in the Superintendent's sole discretion, as an alternative to disciplinary action:
 - 1. The employee applies for sick leave and/or extended leave without pay during the period of the counseling and/or treatment program. The Board reserves the right to prohibit employees from returning to their positions until successful completion of a program of counseling and/or treatment; however, such employees may apply for sick leave or extended leave without pay, and may be considered for temporary reassignment if available openings exist. Before resuming "safety-sensitive" duties, employees must obtain a negative result on a "return to duty" screening. Following their return to duty, employees shall be subject to unannounced follow-up testing for a period of twelve (12) to twenty-four (24) months.
- I. As used in this article, drug and alcohol tests include blood, urine, breath, or other chemical tests performed by physicians and professional testing laboratories. The results of any such test will remain confidential, to the extent allowed by law, except for its use in official safety or accident investigations, criminal prosecution of the employee, or any action related to the removal or discipline of the employee. Testing of employees whose positions require a commercial driver's license shall be carried out in accordance with the rules and regulations of the Federal Highway Administration (49 CFR Part 382), including breath alcohol testing by certified breath alcohol technicians, and determination of drug test results by a Board-designated medical review officer.
- J. Any test required under this article shall be conducted at the Board's expense. Employees who dispute the results of a blood or urine test are permitted to have a second analysis conducted of the same sample at their own expense.
- K. Employees refusing to cooperate in any investigation, search, screening test or found to be in possession of illegal drugs or other prohibited substances will also be subject to disciplinary action. The individual rights of employees will not be abridged.
- L. Legally prescribed drugs and over-the-counter medications may be taken in the workplace, provided that they are taken as prescribed and the employee can perform the essential job functions as set forth in their job description.

- M. Any employee convicted of any Federal or State criminal drug offense, which occurred in the workplace, must notify the employer of that fact within five (5) calendar days of the conviction.
- N. Questions concerning the availability of drug or alcohol rehabilitation and counseling services, or any questions concerning this article, should be directed to the Human Resources Director.

ARTICLE 43 **JOB POSTINGS**

Section 43.1. Job Postings. Job postings for positions within the bargaining unit will be posted in schools for a minimum of seven (7) days and will include location of opening and level if applicable. Copies of job posting will be sent to Association building representatives.

Section 43.2. Selection. While seniority is one factor which will be considered, the most qualified applicant will be selected for each position to be filled.

Section 43.3. If the Employer posts a job vacancy, a candidate's qualifications and prior tenure and record of performance with the Employer will be a significant factor considered by the Employer in making its determination.

ARTICLE 44 **FAMILY AND MEDICAL LEAVE**

Section 44.1. Bargaining unit members shall be entitled to leave pursuant to and in compliance with the Family Medical Leave Act of 1993 (FMLA). See Appendix E.

Section 44.2. The Employer reserves the right to promulgate reasonable work rules pertaining to and/or implementing, the provisions of the FMLA

Section 44.3. The Employer shall provide the Association with sufficient copies of the U.S. Department of Labor's Fact Sheet on the FMLA for distribution by the Association to all bargaining unit members.

ARTICLE 45 **USE OF COUNTY VEHICLES AND TRANSPORTING CLIENTS**

Section 45.1. The use of county vehicles and the transportation of clients by bargaining unit members shall be governed by the policies and procedures adopted by the Franklin County Board of DD on June 24, 2010. See Appendix I.

ARTICLE 46
NEEDS OF EMPLOYEES WITH DISABILITIES

Section 46.1. The Employer will comply with the applicable requirements of the Americans with Disabilities Act of 1990 (ADA). As such, the Employer will make reasonable accommodations for all qualified individuals with a known physical or mental disability. The Employer reserves the right to promulgate reasonable work rules pertaining to, and/or implementing, the provisions of the ADA. However, all employees requesting a reasonable accommodation for their disability should direct their request to the Human Resource Director for review and processing.

ARTICLE 47
DELEGATED NURSING TASKS

Section 47.1. With regard to the assignment to a bargaining unit member of any nursing delegation, health-related activities or administration of oral or topical prescribed medication, the Board will comply with the requirements of ORC 4723.071 and ORC 5123.40 as well as OAC 4723:13 and 5123:2-6 and any other applicable law and rule.

Nursing tasks may only be delegated to a staff member upon completion of training as outlined by the Ohio Board of Nursing. A decision by a nurse not to delegate medication administration and/or nursing tasks or to withdraw delegated nursing tasks shall not be sufficient grounds for disciplinary action.

ARTICLE 48
CRIMINAL BACKGROUND INVESTIGATIONS

Section 48.1. The Franklin County Board of DD will perform criminal background investigations upon existing employees and final applicants under the following circumstances:

- A. As authorized by applicable law, on all existing employees prior to the delegation of nursing duties in accordance with the Nurse Practices Act or other applicable statutory provisions, and
- B. On all existing employees prior to such employee's reassignment to another position, and
- C. All final applicants for employment.

Section 48.2. The Franklin County Board of DD may terminate an employee if such criminal background investigation reveals conviction of a crime which was not specifically disclosed on the employee's employment application or which occurred after the employee's original date of hire, or as is otherwise required by law.

ARTICLE 49 DISABILITY

Section 49.1. Disability. Any employee injured or disabled within the scope of his or her employment shall apply to use accrued sick leave immediately after any disabling injury and shall make application for workers' compensation payments to commence as of the first working day after the last available day of accrued sick leave is exhausted. In the above cases, the employee may choose to use either workers' compensation or sick leave. When an employee has been injured or disabled within the scope of his or her employment and has been absent from work for more than seven calendar days, the Employer shall have the right to have the employee independently examined to determine the employee's ability to perform the duties of his or her position, the extent of any disability, and the probable date when the employee can return to work and perform all the duties of his or her position.

When an employee is injured or disabled, and returns to work after a period of disability, the Employer shall have the right to demand a return to work release from the employee's attending physician and to have the employee independently examined to determine the employee's ability to perform all of his or her regular duties.

If an employee becomes injured or disabled other than within the scope of his or her employment, such employee shall apply to use all of his or her accrued sick leave and vacation leave prior to requesting an unpaid leave of absence of up to six (6) months duration. If such employee is still unable to return to work and perform all of his or her duties at the conclusion of this leave of absence, then such employee may be separated from the Employer's service. Such separation shall not be a disciplinary action, but shall be deemed to be for good cause.

ARTICLE 50 LABOR/MANAGEMENT MEETINGS

Section 50.1. At the written request of either the Association or the Employer, representatives of both parties will meet to consider and discuss matters of mutual interest. Pending grievances may be discussed at such meetings only by mutual agreement.

Section 50.2. Labor/Management meetings will not be regularly scheduled, but will occur only at the request of either the Association or the Employer at a time and location which is mutually acceptable to both parties. Every effort shall be made by the Association and the Employer to hold a requested meeting within fourteen (14) calendar days after written request for a Labor/Management meeting is served by one of the parties. The Association President shall be the contact person for the Association and the Human Resources Director shall be the contact person for the Employer for purposes of arranging a Labor/Management meeting.

Section 50.3. An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the requested meeting with a list of the matters to be taken up in the meeting.

Section 50.4. The Association and the Employer may each have up to 3 representatives at Labor/Management meetings.

Section 50.5. Labor/Management meetings shall not be for the purpose of continuing collective bargaining negotiations or for in any way modifying or altering the terms of this Agreement, or the rights which either the Association or the Employer has under this Agreement, unless both parties expressly agree to a modification as a result of discussions which are properly initiated in the context of a Labor/Management meeting and which agreement is entirely voluntary on the part of both parties.

ARTICLE 51 **EMPLOYMENT OF RETIRED EMPLOYEES**

Section 51.1. The Employer possesses sole discretion to determine whether or not to rehire employees who apply for employment with the Employer following their retirement from service with the Employer.

Section 51.2. In the event that the Employer rehires an employee who previously retired from service with the Employer, the employee will be employed for a one (1) year term, renewable at the discretion of the Superintendent. If such employee is rehired to the same position he/she previously held with the Employer, the employee will receive the same rate of pay he/she received at the time of retirement and will have Medicare tax withheld from his/her earnings. Notwithstanding any other provision of this Agreement, employees who previously retired from service with the Employer who are rehired by the Employer are ineligible for annual wage increases.

ARTICLE 52 **PERFORMANCE EVALUATION LANGUAGE**

Section 52.1. Employees shall be evaluated once each calendar year. Each employee shall receive a copy of his or her performance evaluation. Each performance evaluation shall be discussed with the employee who is the subject of the evaluation. Within 10 calendar days after the presentation and discussion of the performance evaluation, the employee who is the subject of the evaluation may respond to the evaluation in writing. Each written response to a performance evaluation shall be attached to the relevant performance evaluation as outlined in Appendix C. No part of an evaluation shall be based on unsubstantiated third party comments.

No performance evaluation may be placed in any employee personnel file unless it first has been presented to and discussed with the employee who is the subject of the evaluation and the 10 day period specified above has elapsed. If an employee chooses to attach a response to a performance evaluation, the response shall be placed in the employee's personnel file with the evaluation.

Any Employee who does not receive a performance level merit increase based upon meeting sufficient acceptable performance standards, in accordance with the Employer's evaluation form

attached in Appendix C, shall have an opportunity within a reasonable time to meet sufficient standards to receive a future performance level increase. The Employee and his/her supervisor will schedule a date and time to review his/her performance standards unless both parties mutually agree to extend the time line.

ARTICLE 53
DURATION OF AGREEMENT

Section 52.1. Duration of Agreement. This Agreement shall be effective on January 1, 2014, and shall remain in full force and effect through midnight December 31, 2014.

Section 52.2. Signatures. Signed and dated at Columbus, Ohio on this 31st day of January, 2014.

FOR FRANKLIN COUNTY
BOARD OF DD:

FOR FCDDEA/OEA:

Marcy Samuel

Mark E. Lunde

[Signature]

Mary Kledinski

[Signature]

[Signature]

Lynn Watkins

Robert Wright

APPENDIX A

GRIEVANCE FORM

Name of Grievant

Classification/Position

Today's Date

Name of Supervisor/Administrator

Building or Location of Incident

Date of Occurrence of the Grievance

Briefly state the problem or incident giving rise to filing of the Grievance:

Provision(s) of collective bargaining agreement allegedly violated or misapplied:

Relief Sought:

Supervisor Response or Comments:

Signature of the Grievant/Union _____

Date

Signature of the Responding Supervisor _____

Date

APPENDIX B

SECTION 11.23

Adopted: Nov. 12, 1998
Revised: Jan. 23, 2003
Revised: April 22, 2004
Revised: June 28, 2007
Effective: August 1, 2007
Effective: Sept. 28, 2007

Equipment Usage

- a. Use of the Internet, Email, and on-line services has great potential to enhance the productivity of employees. At the same time, as is the case with all County resources made available to employees, abuse is possible. Employees must understand that there should be no expectation of privacy related to use of any County resources and that FCBMRDD may monitor computer traffic. Employees must be accountable for their use and misuse of government resources, of which access to the Internet, Email, and on-line services are but three examples.
 1. The Internet, Email, and on-line services are to be used for business purposes. Uses that interfere with normal business activities are forbidden.
 2. Any employee causing disruption of an agency network by introducing agents, such as viruses, worms or others, or by other means shall be subject to disciplinary action.
 3. Employees shall not use the Internet, Email, or on-line services for operating a business for personal gain, sending chain letters or soliciting money for religious and political causes.
 4. Employees shall not use the Internet, Email, or on-line services to transmit or download material that is obscene, pornographic, threatening, or racially or sexually harassing.
 5. Employees shall not use the Internet, Email, or on-line services to disseminate or print copyrighted materials (including articles and software) in violation of copyright and licensing laws.
 6. Employees shall not use the Internet, Email, or on-line services to provide access to confidential information or in any way breach the confidentiality policies of the agency. Employees shall not use these services to provide access to public information without following the existing rules and procedures of the agency for dissemination.
 7. Employees shall not use an Internet, Email, or on-line service or any other account of any kind other than their own without prior approval.
 8. Employees shall take all reasonable precautions to prevent the inadvertent dissemination of anyone else's information via the Internet, Email, or on-line services.
- b. Employees are reminded that Web browsers leave "footprints" providing a way to trace all site visits. Any abuse or misuse of the Internet, Email, or on-line services may be cause for disciplinary action or possible removal of access to the service.
- c. Employees are reminded that all computer data, including removable and un-removable media, is subject to public disclosure to the same extent as records maintained on paper or in any other medium. In addition, this data is subject to full disclosure through the discovery process in civil litigation. The agency reserves the right to monitor e-mail messages and data stored in its computer system to ensure compliance with agency policies and applicable laws.

- d. Telephone, computer, copier, or other equipment usage that interferes with normal business activities is forbidden. Employees who use agency equipment for personal use shall reimburse the county for the cost of such usage. Unauthorized use of agency property or equipment shall be cause for discipline.
- e. Board-owned cell phones are provided certain employees as a means of conducting agency business in an expeditious manner. Each building authority or department head must approve the issuance of a cell phone to an employee. While cell phones are intended for business use, it is recognized that employees may be required to make minimal use of their cell phones to receive or make calls for emergency or other personal purposes. Each employee must review the monthly cellular telephone charges made from agency equipment to determine if any charges were personal in nature. So long as the monthly charges for his/her personal calls do not exceed three dollars (\$3.00), an employee need not reimburse the agency for such calls. If the monthly charges exceed this amount, the employee must reimburse the agency for all personal calls made that month. Authorized employees, whose job duties require them to be in ready contact with supervisors, other employees, agency affiliates or individuals we serve, may receive \$25 per month for the use of their personal cell phone for agency matters. The monthly allowance is in lieu of issuing a Board-owned cell phone to the employee and will be subject to federal tax.
- f. This policy supersedes any previously issued policy and will remain effective until cancelled or superseded.

APPENDIX C

PERFORMANCE EVALUATION

Name: _____	Position: _____
Hire Date: _____	Bldg./Dept.: _____
Return to Personnel by: _____	Type of Evaluation: _____

RATING CATEGORIES:

Category <i>Each one shall be considered independently of the others</i>	Rating		Comments
	Does Not Meet Standard	Meets Standard	
Quality of Work			
Quantity of Work			
Knowledge of Work			
Adaptability			
Dependability			
Cooperation			
Judgment			
Initiative			
Attendance <i>(Punctuality or Unauthorized Leave)</i>			
Professional Qualities			

Is the employee recommended for a performance level increase in accordance with Section 5.12 of the Board Policy?	YES <input type="checkbox"/> NO <input type="checkbox"/>
--	--

Results:
Summary of progress towards previously established goals:

Goals:	
Job related Performance Goals (include special projects of increased responsibility, areas to be improved and methods for accomplishment). Attach additional page if necessary	Projected Completion Date

Signatures:	

Superintendent/Designee <i>Rater may attach additional comments to the Performance Evaluation Form</i>	Date	Employee Date <i>(to indicate acknowledgement)</i> <i>Employee may forward a response that will accompany this Performance Evaluation Tool</i>
---	------	---

Franklin County Board of Developmental Disabilities
Helping people to live, learn and work in our community

Performance Evaluation (Continued)

Name:

DOH:

Additional Comments:

Additional Results Statements:

Additional Goals:

**Employee may forward additional responses that will accompany this Performance Evaluation Form*

EMPLOYEE

Performance Evaluation

The purpose of performance evaluations is to improve the level of performance of each employee. Performance evaluations are a means by which both the employee and the supervisor may review the employee's job performance. Evaluations provide a means for recognizing superior and adequate performance, and serve as a warning signal when improvement in performance is indicated.

All employees receive evaluations. Evaluations are made at the midpoint of the probationary period, prior to the end of the probationary period and on an annual basis. Special evaluations may also be done if authorized by the Superintendent or designee. Annual evaluations will cover the performance during the year preceding the evaluation or that portion of the year since completion of a probationary period. Performance evaluations are to be based on the position description and essential functions.

An evaluation is made by the employee's immediate supervisor, and then reviewed by the supervisor and the employee. The employee shall have the opportunity make written comment on his or her evaluation prior

to acknowledgement. The employee and rater must sign the performance evaluation as evidenced that the review was conducted. The employee's signature does not signify agreement, it is only an acknowledgement that the form has been seen and discussed. Any points of disagreement should be expressed by the employee in the space reserved for employee comments or on an attached page.

The performance evaluation is maintained in the employee's personnel file. Employees who would like to appeal their performance evaluation may do so by following the appropriate complaint procedure. The employee shall receive a copy of the evaluation at the time of the review.

Although the formal Employee Performance Evaluation process is part of Board policy, it can never take the place of informal, daily communication between the supervisor and employee. The accomplishment of agreed upon goals requires a commitment from both parties and can be achieved only through ongoing interactions throughout the year.

Categories To Be Rated

The following statements are intended to provide the rater and the employee with a clear understanding of the categories to be rated. Each category is to be interpreted with reference to the particular job, performance goals, position description and essential functions of the employee.

- 1. Quality of Work** - Consider the accuracy of results. Does employee's output conform to the grade or standard of perfection of the work accomplished? Is the employee effective in achieving results? Does the completed work conform to the specifications of the job?
- 2. Quantity of Work** - Consider the volume of work output. Does the employee do as much as expected? If quantitative standards have been established, does the employee ordinarily meet those standards?
- 3. Knowledge of Work** - Consider how well the employee knows the purpose of his or her work. Is the employee aware of the relationships of his or her job to others jobs in the office or department? Is the employee also aware of the goals of the agency? How well does the employee know his or her job?
- 4. Adaptability** - Consider the employee's ability to adequately and rapidly adjust to changes in job duties. Does the employee learn new duties and understand explanations without undue delay?
- 5. Dependability** - Consider employee's reliability in carrying out instructions. Is the employee successful in carrying out assignments under unusual and difficult circumstances, as well as in ordinary working conditions? Can the employee be depended upon to do his or her job without undue delay?
- 6. Cooperation** - Consider the employee's ability to cooperate with co-workers. Is this employee's manner of dealing with co-workers cooperative, helpful, courteous and tactful? Does he or she seek personal gain regardless of the results to others or the organization?
- 7. Judgment** - Consider the employee's ability to think intelligently and to plan work effectively. Does he or she make logical decisions and have sound opinions? Does he or she frequently make mistakes due to errors in judgment which have to be corrected by others? If a supervisor, does he or she let other workers know what is expected of them and help them in acquiring necessary skills? Is he or she successful in carrying out work assignments?
- 8. Initiative** - Consider the employee's motivation and interest in his or her work. Can he or she be relied upon to carry an assignment through to completion? Does he or she develop ideas of his or her own to assist in carrying out his or her work?
- 9. Attendance** - Consider the employee's attendance and punctuality. Is the employee absent excessively or without authorized leave? Does the employee report to work and meetings at the scheduled times throughout the work day?
- 10. Professional Qualities** - Consider the employee's ability to act in accordance with ethical/professional standards of his/her position. Does the employee maintain an ethical/professional relationship with peers, supervisors, subordinates, enrollee/students, members of the community, etc.? Also consider the employee's initiative and interest in professional growth. Does the employee demonstrate a desire to increase his/her knowledge by attending workshops, conferences, etc.?

Interpretation of Ratings

Each trait should be considered independently of the others. The employee should be evaluated with reference to the requirements of the job which he or she holds. Job duties and essential functions are identified in the employee's position description. Standards for each position are determined by the employee's supervisor. Ratings will indicate if the employee meets standards or does not meet standards. Comments may be provided to clarify any ratings.

Goals/Results

The 'goals' section of the evaluation form is intended to provide the employee with specific job related goals that will be accomplished in a designated period of time. Supervisors, with input from the employee, will establish job-related goals that are consistent with organizational goals and the responsibilities of the employee. These goals should be noted at the time of the performance evaluation. The 'results' section will include results of an employee's performance in reference to previously established goals.

ECE

ECE REGULATED TIME - APPROVAL HOURS ACCUMULATED

Employee's First & Last Name

PAGE 1

Please fill in below when and why you accumulate Regulated Time.

To have your hours approved and made available for use, return this form to your Supervisor for initialing.

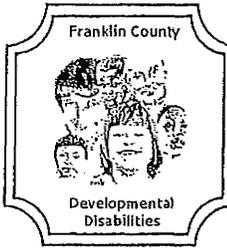
Date: TIME (In/Out):	Hours Accumulated:	Reason why: Where: Supervisor--initial & date
Date: TIME (In/Out):	Hours Accumulated:	Reason why: Where: Supervisor--initial & date
Date: TIME (In/Out):	Hours Accumulated:	Reason why: Where: Supervisor--initial & date
Date: TIME (In/Out):	Hours Accumulated:	Reason why: Where: Supervisor--initial & date
Date: TIME (In/Out):	Hours Accumulated:	Reason why: Where: Supervisor--initial & date
Date: TIME (In/Out):	Hours Accumulated:	Reason why: Where: Supervisor--initial & date
Date: TIME (In/Out):	Hours Accumulated:	Reason why: Where: Supervisor--initial & date
Date: TIME (In/Out):	Hours Accumulated:	Reason why: Where: Supervisor--initial & date

HOURS MUST BE USED BY END OF SCHOOL YEAR

APPENDIX D

ECE

APPENDIX F



Franklin County Board of Developmental Disabilities

Previously Franklin County MRDD — Established 1967 — Same Agency — Just A New Name!

2879 Johnstown Road • Columbus, Ohio 43219 • 614-475-6440 • www.fcbdd.org

Jed W. Morison
Superintendent

AFFIDAVIT OF DOMESTIC PARTNERSHIP*

I, _____, certify that:
Name of Staff Member (Print)

1. I, _____, and _____
Staff Member (Print) Domestic Partner (Print)

reside together at _____
Address

and share the common necessities of life.

- 2. We have resided together for at least the previous twelve months.
3. We are not legally married to anyone.
4. We are at least eighteen (18) years of age or older.
5. We are not related by blood closer than would bar marriage in the State of Ohio.
6. We are mentally competent to consent to contract.
7. We are each other's sole domestic partner.
8. We are engaged in a committed relationship of mutual caring and support and are jointly responsible for our common welfare and living expenses. Our interdependence is demonstrated by at least three of the following (please check appropriate items and attach copies of supporting documents):

- Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
Common ownership of a motor vehicle.
Driver's license listing a common address.
Proof of joint liabilities, (e.g. credit cards or loans).
Proof of designation as the primary beneficiary for life insurance or retirement benefits, or primary beneficiary designation under a partner's will.
A durable power of attorney signed to the effect that we have granted powers to one another.

- 9. We are not in this relationship solely for the purpose of obtaining benefits coverage.
10. We understand that this Declaration may have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Declaration, we should seek competent legal advice concerning such matters.

(OVER)

11. We understand that another Affidavit of Domestic Partnership cannot be filed until twelve (12) months after a Statement of Termination of the most recent domestic partnership has been filed with the Human Resources Department. Such a Termination Statement shall be provided to the Board and shall affirm that the domestic partnership has been terminated, and that a copy of the Termination Statement has been mailed to the other domestic partner.

12. We provide the information in this affidavit to be used by the Board for the sole purpose of determining our eligibility for domestic partnership benefits. We understand that the Board will take reasonable steps to limit access to this information and that this information will be treated as strictly confidential insofar as Ohio Statutes allow.

13. We certify that the information provided in all parts of this Affidavit is true, accurate, and complete. We understand that a false declaration of domestic partnership, material omission of information on this Affidavit, or failure to timely inform the Human Resources Department of the termination of a domestic partnership is considered fraud and may result in disciplinary action of an employee up to and including termination of benefits and/or employment. We also agree that the Board may recover damages for all losses (including paid claims and premiums costs) and reasonable attorney's fees incurred to recover such damages.

Date	Date of Birth	Signature of Staff Member
------	---------------	---------------------------

Date	Date of Birth	Signature of Domestic Partner
------	---------------	-------------------------------

Sworn and subscribed before me this _____ day of _____, 20_____.

Notary Public

* Domestic partner is defined as a companion of the employee who currently resides in the employee's residence, has resided in the employee's residence for the previous twelve (12) months, and is involved in a sole and exclusive relationship with the employee, which relationship has been legally documented in a Board approved "Affidavit of Domestic Partnership" filed with the Human Resources Department.

APPENDIX G

Sick Leave and Vacation Leave Conversion

(Return to Human Resources Department by _____)

Name _____
(please print or type)

Work Location _____ Job Title _____

Please indicate in the section below the hours of sick leave and/or vacation leave you are electing to convert to cash. If you want to convert the maximum of 1/3 of your balance, please indicate by entering "max" instead of the number of hours.

_____ Hours of sick leave

_____ Hours of vacation leave

Signature Date

I hereby request the Human Resources Department to convert for payment the hours noted above in accordance with Board Policy/Labor Agreement. I understand that I meet all the conditions set forth in the controlling document to receive this payment and that the hours used in the conversion will be eliminated from my leave balance.

APPENDIX H



NEED HELP FINDING CHILD CARE?



Action for Children



THE SOURCE
For Child Care and Early Learning Services

Call your private
Action for Children number

614-224-2780

This child care benefit enables you to receive:

- Customized child care information and resource services for certified/registered homes and licensed child care centers
- Individualized phone consultation with a specialist trained in child development and early childhood education
- Follow-up service to ensure care has been obtained

This service is offered to you by your employer, Franklin County DD.



APPENDIX I

SECTION 7.5

Adopted: March 15, 1984
Revised: May 20, 1993
Effective: July 1, 1993
Revised: Oct. 28, 1993
Revised: Feb. 24, 1994
Revised: Nov 16, 2006
Revised: Dec 3, 2009
Revised: June 24, 2010

USE OF VEHICLES

- a. Use of county motor vehicles shall be strictly controlled by the Superintendent and shall be restricted for agency business purposes only. Employees who operate a county vehicle shall exercise caution and responsibility and shall adhere to all safety regulations. Reckless or destructive operation of vehicles is grounds for disciplinary action as outlined in these policies.
- b. Any employee who operates a county vehicle or uses personal vehicles for agency business is required to have a proper and valid Ohio motor vehicle operator's license. New employees shall obtain the appropriate Ohio license prior to appointment to their positions. New employees shall also obtain a driver's abstract from the Ohio Bureau of Motor Vehicles. Employees who use personal vehicles for agency business purposes must carry automobile insurance at or above the limits mandated by the state of Ohio, and may be required to provide proof of insurance.
- c. Any accidents, violations, citations, license suspensions, or license cancellations charged to an employee who operates a county vehicle or who uses personal vehicles for agency business purposes, must be reported to the supervisor immediately. Failure to report such actions will result in disciplinary action.
- d. Driver abstracts from the Ohio Bureau of Motor Vehicles will be obtained annually on Board employees who may operate a county vehicle or use a personal vehicle for agency business purposes.
- e. Employees who operate county vehicles or use personal vehicles for transporting persons served by the Board for agency business purposes are required, as a condition of employment, to meet the insurability requirements established by the Board's fleet insurance carrier and must immediately report to their supervisor any change in their driving records. Employees who use personal vehicles for agency business purposes must immediately report to their supervisor any cancellation of their automobile insurance.
- f. Board employees should be mindful of the hazards associated with distracted driving. In order to reduce the potential risk of harm, employees are prohibited from engaging in the following activities while driving a county vehicle, and while transporting consumers in any vehicle: a) text messaging; b) use of cell phones; and c) use of portable computers and entertainment devices. Text messaging and cell phones may be used when the vehicle is parked along the street or in a parking lot, or to contact emergency responders in the event of an accident.

APPENDIX J

SECTION 5.12

Adopted: Mar. 15, 1984
Revised: Dec. 20, 1990
Effective: Feb. 1, 1991
Revised: May 20, 1993
Effective: July 1, 1993
Revised: April 15, 1999
Effective: July 1, 1999
Revised: Mar. 25, 2004
Effective: Mar. 26, 2004
Revised: June 24, 2004
Revised: Oct. 27, 2005
Revised: January 24, 2013

COMPENSATION

- a. It is the policy of the Franklin County Board of Developmental Disabilities to compensate its employees according to an established compensation plan with consideration given to:

1. Equal pay for equal work;
2. Longevity;
3. Job performance.

Salary schedules for employees are established in the form of pay ranges. The various positions are assigned to specific pay ranges, and employees may advance to a higher performance level on their pay range based on longevity and acceptable performance. In addition, employees may receive recognition in the form of a meritorious service award, as outlined in Section 5.13 of these policies. The Board will periodically review the salary schedule and make adjustments to compensation levels supported by objective comparable data as it deems necessary.

- b. Employees are initially placed on a performance level of the assigned pay range based on similar and related experience and education. The Superintendent may permit the placement of an employee at an advanced performance level in special cases, where labor market conditions do not permit the hiring of qualified personnel, or where the applicant selected has unusually high qualifications for the position.
- c. Employees may advance to a higher performance level on their pay range on their anniversary date, based on meeting acceptable performance standards and with the Superintendent's approval. Employees may receive no performance level increase or a reduced increase, based upon the following:
1. The employee does not complete a satisfactory full year of experience, or
 2. The supervisor requests that the employee receive no performance level increase or a reduced increase, due to substandard performance. If a supervisor requests consideration of this, the recommendation will be submitted in writing to the Superintendent or designee prior to implementation of the performance level increase and preferably no later than 45 days prior to the scheduled performance level increase. Supervisors' recommendations must be based on records of performance, and shall include the following:

1. A copy of the employee's most recent performance evaluation, and
 2. An explanation of the employee's performance, with a specific review of the rating categories, listed in the evaluation and
 3. A record of previous disciplinary or other personnel actions.
- d. The Superintendent will consider all recommendations. Consideration to recommend no performance level increase or a reduced increase will be made based upon the following criteria:
1. On the most recent performance evaluation, the employee "Does Not Meet Standard" ratings in multiple categories; and/or
 2. The employee was suspended for disciplinary reasons in the past 12 month period; and/or
 3. The Building Authority or Department Head recommend that no performance level increase or a reduced increase be granted.
- e. The Superintendent will make the final decision on the performance level rates of pay, based upon the Board's general guidelines.
- f. Upon promotion, an employee shall be compensated at no less than the lowest performance level of the approved range for his/her new position, which would provide an increase in pay over that received in his/her previous position.
- g. Employees who serve in positions where the rate of pay is partially determined by their educational attainment and/or certification requirements must follow the procedures outlined in Section 3.4 of these policies, in order to obtain any salary adjustment.

APPENDIX K
Hours of Work

Northeast School	8:15 am to 3:45 pm
West Central School	7:30 am to 3:00 pm
Early Childhood (Seasonal Staff)	8:30 am to 4:00 pm
Early Childhood (12 month Staff)	8:00 am to 4:30 pm

2012/2013 SCHOOLS PROGRAM & COLLABORATIVE SETTINGS – Rev. 11/7/12

NORTHEAST SCHOOL

Students: 9:00 – 3:15

Staff: 8:15 – 3:45

Reynoldsburg Senior High School

6699 E. Livingston Avenue
Reynoldsburg, Ohio 43068
Office: 501-4000 Fax: 575-3098
Students: 7:35 – 2:05

Slate Ridge Elementary School

10466 Taylor Road, SW
Reynoldsburg, Ohio 43068
Office: 501-5500 Fax: 501-5520
Students: 8:00 – 2:30

Waggoner Road Middle School

340 S. Waggoner Road
Reynoldsburg, Ohio 43068
Office: 501-5600 Fax: 501-5622
Students: 7:35 – 2:05

Baldwin Road Junior High School

2300 Baldwin Road
Reynoldsburg, Ohio 43068
Office: 367-1600 Fax: 367-1625
Students: 8:50 – 3:25

WEST CENTRAL SCHOOL

Students: 7:45 – 1:45

Staff: 7:30 – 3:00

Central Crossing High School

4500 Big Run South road
Grove City, Ohio 43123
Office: 801-6500 Fax: 801-6690
Students: 7:30 – 3:20

Finland Elementary School

1835 Finland Avenue
Columbus, Ohio 43223
Office: 801-8125 Fax: 801-8128
Students: 8:00 – 2:40

Jackson Middle School

2271 Holton Road
Grove City, Ohio 43123
Office: 801-3800 Fax: 801-3818
Students: 9:10 – 3:55

Park Street Intermediate School

3205 Park Street
Grove City, Ohio 43123
Office: 801-8800 Fax: 801-8801
Students: 9:10 – 3:55

Heinzerling Memorial Foundation

1800 Heinzerling Memorial Drive
Columbus, Ohio 43223
Front Reception: 272-8888 Fax: 272-9989

The hours of work of school aged staff assigned to collaborative school locations shall be the same hours as staff assigned to that school building by the local school district.

The above hours of work are subject to change only by mutual agreement of the parties.