



**AGREEMENT BETWEEN THE
MAHONING COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

**AND THE
MAHONING EDUCATION ASSOCIATION OF
DEVELOPMENTAL DISABILITIES**

**EFFECTIVE UPON EXECUTION
THROUGH AUGUST 31, 2023**

SERB CASE NO. 2020-MED-01-0026

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ARTICLE I
RECOGNITION

1.01. Statement of Recognition

1.011. Recognition of Association. The Mahoning County Board of Developmental Disabilities, hereinafter referred to as the Board or Employer, recognizes the Mahoning Education Association of Developmental Disabilities, an affiliate of the Ohio Education Association and the National Education Association, hereinafter referred to as the Association, as the sole and exclusive representative for the bargaining unit as defined in Section 1.02 of the agreement and 4117.01G of the Ohio Revised Code (“ORC”), Collective Bargaining Law.

1.012. Recognition of Board. The Association recognizes the Board as the policy-making body, duly appointed and directed by Ohio State Law (5126) as the sole and exclusive representative for the purpose of collective bargaining, as defined in Section 1.041 of the agreement and 4117.01 (G) ORC.

1.02. Definition of Bargaining Unit

1.021. Bargaining Unit Defined. As used in this Agreement, the term employee(s) shall include only those employees within the following full-time and part-time bargaining unit positions:

intervention specialist, adapted physical education instructor, speech language pathologist- E.I., developmental specialist, part-time L.P.N., instructor assistant, speech language pathologist- LKS, registered nurse, licensed practical nurse (L.P.N.), part-time licensed practical nurse, habilitation coordinator, habilitation coordinator- 60 hours, physical therapist, licensed physical therapy assistant (P.T.A.), adult program specialist, secretary, and vocational coordinator.

If the official classification of any person presently performing all of the duties of any of the classifications referred to herein is changed, such newly titled classification shall be included in the bargaining unit unless otherwise excluded by law.

Should the Board during the life of this agreement, create a position and classify the work to be performed as not excluded from a bargaining unit by virtue of ORC 4117.01 the Association may ask SERB to appropriately include those positions in the bargaining unit as provided for in ORC 4117. Prior to creating a new bargaining unit position(s) that requires a salary column that is not included within the present contract, both parties mutually agree to reopen negotiations for not more than fourteen (14) calendar days only to establish such column(s). If the Board initiates a change of a current bargaining unit position, for reasons other than a layoff as defined in Article VIII, or to comply with state law/rule, training expenses shall be reimbursed at Board expense to meet any licensure or certification requirements resulting from the change.

Should an agreement not be reached, both parties agree to submit this issue to Federal Mediation and Conciliation Services (FMCS) within fourteen (14) calendar days. The award issued by FMCS shall be binding on both parties.

1.022. Exclusions. Positions not specifically included in the bargaining unit under Section 1.021 above or pursuant to a unit clarification consistent with the provisions of ORC 4117, shall be excluded from the bargaining unit.

1.023. Employee Rights. All employee members of the bargaining unit, as defined in Section 1.021, are entitled to all rights, benefits and privileges of this contract unless otherwise specified.

1.03. Association Rights

Recognition of the Association as the sole and exclusive representative shall entitle the Association to the following specific rights and privileges:

The Board shall neither contribute to, nor encourage, the creation or growth of any rival organization(s) which have had or may seek bargaining rights, by granting such organization(s) rights and/or privileges which have been negotiated by the Association.

- A. The representatives/officers of the Association shall be permitted to mount and have use of an Association bulletin board in each adult service center and the school as follows:
 - 1. Each board to be 3' x 4'
 - 2. One board in each staff lounge.

- B. Payroll deduction of membership dues in accordance with the following provisions:
 - 1. The Board agrees to deduct dues from the pay of an employee when so authorized in writing by each employee. Individual authorization forms for dues deductions shall be furnished by the local Association, and, when executed, shall be filed by the local Association with the Board Payroll Department. The enrollment period for such deductions shall be from September 1 to September 30 of each year. Authorization shall be on a continuous basis from year to year unless a request for withdrawal of authorization is submitted to the Board Payroll Department and the Association President as provided in Section 1.03 (B) (2). The Association shall provide the Board with the pro-rated amount of dues to be deducted for any member beginning employment during a program year.

 - 2. Such authorization for deduction of professional dues shall be irrevocable for periods of one (1) work year, except that authorization may be withdrawn between September 1 and September 30 of each year. Notification of withdrawal of deduction authorization must be submitted, in writing, by the member of the bargaining unit to the Board Payroll Department and to the Association President prior to September 30.

3. The deductions for those previously on payroll deduction, or those so notifying the Board Payroll Department, shall be deducted equally from the first pay check of each month beginning with the month of October and ending with the month of June; provided however, that all said deductions are in accordance with the payroll practices of the County Auditor's Office.
 4. Dues deductions shall be transmitted by the Auditor's Office to the local Association Treasurer in accordance with the payroll practices of the County Auditor's Office.
 5. The right to refund to the employee monies deducted from his/her pay shall lie solely with the local Association.
 6. If the bargaining unit member leaves the employ of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Association to collect the remainder after the final deduction if the paycheck is insufficient to pay the dues owed. This provision shall not apply if appointment is ended due to the death of the bargaining unit member. Additionally, a bargaining unit member who moves to a non-bargaining unit position shall not be responsible for the remainder of the prorated dues for that membership year.
 7. All deductions shall be made without cost to the bargaining unit member or the Association.
- C. Permission to make brief announcements during staff meetings with the prior approval of the Superintendent or his/her designee. Permission to make announcements shall not be unreasonably withheld.
- D. Use of the building(s) public address system to make announcements shall be subject to the prior approval of the building administrator. Permission to make announcements shall not be unreasonably withheld.
- E. Names and addresses of new employees, with their consent shall be made available to the Association President or to his/her designee prior to the first day on the adopted work year calendar, at the request of the Association.
- F. The Association and its representatives shall have the right to use board facilities for meetings and other Association activities, provided that the Association notifies the Building Administrator in writing at least three (3) calendar days in advance. The Building Administrator will reply to the request within forty-eight (48) hours (two [2] calendar days) of receipt.
- G. The Association President shall receive an advance copy of the tentative agenda for each Board meeting. Such agenda shall be sent to the Association President by intra-or inter-building mail. Any written revision of the tentative agenda shall be provided to the

Association President prior to the Board meeting. From time to time the Board revises agenda items at the meeting. It shall be the responsibility of the Association to be represented at meetings. The Board will not withhold agenda items until the meeting solely for the purpose of defeating the intent of this section. A representative of the Association shall be permitted to address the Board during its regular meeting.

- H. The Association shall be entitled to use the Board's regular daily intra- and inter-building mail.
- I. Employer agrees to deduct Union membership and dues once each month beginning in October through June from the pay of these employees who individually request in writing that such deductions be made. Said written authorization shall be the standard MEADD membership form. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by September 1st.

Authorizations for such deductions shall be continuous unless revoked by individual written notice by the employee to the Union and the Employer.

This procedure shall be conducted in accordance with the practices of the County Auditor and those practices are not grievable.

In the event of the reversal of the JANUS decision, Article 1.03-I Fair Share Language of the CBA shall be reactivated.

Indemnification of Employer: The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board and/or its Administrators for any costs or liability incurred as a result of the implementation and enforcement of this provision, provided that:

1. The Board shall give a ten (10) calendar day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the Employer;
3. The Board agrees to: (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (b) permit the Association or its affiliates to intervene as a party if it so desires; and/or (c) to not oppose the Association or its affiliate's application to file briefs Amicus Curiae in the action;
4. The Board acted in good faith compliance with the Fair Share Fee provision of this agreement.

J. The Association president shall receive a complete copy of the most recent "Board Policy" at no cost to the Association.

Any revisions, additions or changes to "Board Policy" shall be delivered to the Association president within ten (10) calendar days of Board adoption of such revisions, additions or changes.

K. The Association shall have the right to wear emblems of an organizational nature.

The Association shall have the right to post emblems of an organizational nature on approved bulletin boards, or in classrooms if the primary purpose of the posting is educational and is merely secondarily produced by and carries an emblem of an organizational nature.

L. Use of Office Phones:

1. Work-Related Business: An employee may use the designated office phones to conduct any work-related business.

2. Emergencies: In case of emergency, an employee may utilize any available phone. An employee receiving an urgent/emergency phone call shall be paged to the office immediately to accept the call.

3. Employee Phone: A touch tone phone, without cost to the employee, will be provided in each building for employees' use. Phones outside the offices may be used for local calls. Long distance calls must be collect or credit card calls chargeable to the employee.

M. Mailboxes: A separate mailbox shall be provided for each bargaining unit member.

1.04. Management Rights

1.041. Management Rights. The Superintendent or Board Authorized Designee maintains the right to recommend to the Mahoning County Board of Developmental Disabilities policies governing personnel. Such policies shall be consistent with all applicable state and federal laws. These policies may include, but are not limited to:

1. 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;

2. Direct, supervise, evaluate, or hire employees;

3. Maintain and improve the efficiency and effectiveness of operations;

4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer.

The Employer is not required to bargain on subjects reserved to the management and direction of the board except as affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement. The representative may raise legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE II **NEGOTIATIONS PROCEDURE**

2.01. Scope of Negotiations

The Board shall meet with the recognized bargaining representative for the purpose of negotiating in good faith on items which may affect compensation, hours, and other terms and conditions of employment of the members of the bargaining unit in accordance with ORC 4117.08.

2.02. Initiation of Negotiations

A written request for initiating negotiations shall be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association not less than one hundred five (105) calendar days prior to the expiration date of the Agreement.

A copy of the "Notice to Negotiate" shall be filed by the initiating party, with the State Employment Relations Board.

2.03. Meetings

2.031. Scheduling of the First Meeting. Meetings between the negotiating team of the Association and the Superintendent and/or his/her official representative(s) shall be scheduled preferably within fifteen (15) days after the request for a meeting but no later than ninety (90) calendar days prior to the expiration of the agreement, unless the parties mutually agree otherwise. The parties shall attempt to complete negotiations within sixty (60) calendar days from the date of the first negotiation meeting.

2.032. Exchange of Information. Both sides agree to provide the other Party with relevant data and supporting information in such form as it exists.

2.033. Bargaining Teams. Each party shall be represented by a team comprised of not more than six (6) bargaining team members which may include a professional negotiator if so desired. Additional representatives or observers may attend by mutual agreement of the parties.

2.034. Use of Professional Consultants. Professional consultants may be used.

2.035. Progress Reports. Interim progress reports may be made to the Association by its representatives and to the Board by the Superintendent or his/her designated representative.

2.036. News Releases. While negotiations are in progress, any release prepared for the news media shall be approved by both groups.

2.037. Proposals and Counterproposals. All proposals and counterproposals shall be presented in written form. Although proposals and counterproposals may be given and responded to orally at the bargaining table, no tentative or final agreement shall be construed to have been made until the proposal or counterproposal is reduced to writing and initialed by the Parties. All proposals by both parties shall be submitted by the second negotiations meeting. Mutual consent shall be required to add proposals after the second meeting.

2.04. Disagreement

2.041. Mediation. The parties to this agreement mutually agree to discuss all issues in good faith in an effort to resolve them within sixty (60) calendar days of the onset of the first negotiation session.

Unless the parties mutually agree to an earlier date, either party may at any time after sixty (60) calendar days from the onset of the first negotiating session, request mediation. The Board or the Association may notify the Federal Mediation and Conciliation Service (FMCS) and the State Employment Relations Board (SERB) that proposals that remain in dispute from each side are being submitted to mediation and requesting a mediator to assist. The parties agree and will so notify FMCS and SERB that the use of a mediator from the FMCS shall be the sole dispute resolution procedure, unless the parties mutually agree otherwise as set forth below.

If the parties mutually agree to request fact finding as part of an alternative dispute process after mediation, the cost of fact finding shall be split equally between the parties. The parties shall vote to accept or reject the fact finder's decision and notify the other party and SERB within ten (10) calendar days of receipt of the fact finder's decision.

2.042. Cost of Mediation. Each party shall bear its own costs for mediation and any mutually-incurred costs shall be shared equally by the Board and the Association.

2.05. Agreement

2.051. Reduction of the Agreement to Writing. When the parties reach a contractual agreement, it shall be reduced to writing and presented to the Board by the Superintendent or his/her designee and to the membership of the Association by its President or his/her designee.

2.052. Adoption of the Agreement. Adoption of the aforesaid contractual Agreement shall be accomplished upon ratification by the membership of the Association and ratification by the Board. Further, the parties recognize that the Board must submit the tentative agreement to the Board of County Commissioners pursuant to ORC 4117.10 (B). Signature of the completed contractual Agreement shall occur within fifteen (15) calendar days after ratification by both Parties.

2.06. No Reprisals

No reprisals of any kind shall be taken by either Party against any Party involved in negotiations. This provision does not limit or restrict in any manner the right of either Party to seek relief or redress in a court of law.

ARTICLE III
GRIEVANCE PROCEDURE

3.01. Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level.

3.02. Definitions

- A. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the terms in this Agreement.
- B. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit.
- C. "Grievant" shall mean the Association or employee(s) initiating a grievance.
- D. "Appropriate supervisor," for purposes of the grievance procedure, shall mean the most immediate administrator having the authority to resolve the grievance.
- E. "Days" shall mean calendar days unless specifically delineated otherwise.

3.03. Rights of the Grievant and the Association

- A. The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- B. The Association has the right to file grievances and to be present for the adjustment of any and all grievances.

- C. Grievance forms shall be consistent with the provisions of this article and it shall be the exclusive right of the Association to issue forms to grievants (see Appendix B).
- D. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
- E. The Association shall receive copies of all communications in the processing of all grievances.

3.04. Time Limits

- A. Time Limits. A grievance must be filed within thirty (30) calendar days after the date on which the grievant knew or reasonably should have known of the act, event or occurrence giving rise to the grievance.
- B. Disciplinary actions of reduction, suspension, fines, demotion, or removal, are appealable through the grievance and arbitration provisions herein, and may be appealed directly to Step 2 within a twenty-one (21) calendar day filing period.
- C. The time limits set forth in this procedure may be extended only by mutual written agreement of the parties, and the parties agree that every reasonable effort shall be made to expedite the grievance process.
- D. At any step of the procedure, failure of the Employer to respond in written form within the specified timelines shall entitle the grievant to proceed to the next step.
- E. At any step of the procedure, failure of the grievant to pursue the grievance to the next step shall result in the grievance being resolved based upon management's last written response, unless the grievant withdraws the grievance without prejudice, per Section 3.12 G of the Agreement.

3.05. Expedition of Grievances

If the Association and the Superintendent agree, Step 1 and/or Step 2 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class action grievances may be filed by the Association at Step 3. The Association shall, to the best of its knowledge, provide the Employer with a list of the classification(s) and/or employees alleged to be affected by the class action grievance not later than Step 3 of the grievance procedure.

3.06. Rights to Representation

Both parties shall have the right to legal counsel/professional representation at all levels of the procedure beginning at Step 2. The grievant shall have the right to an Association representative at all levels beginning at Step 1.

3.07. Grievance Procedure

3.071. Step One. When the Association or an employee becomes aware of an act on which a grievance may be based, the employee and the Association representative shall discuss the grievance with the employee's appropriate supervisor/management designee within the thirty (30) calendar day filing period. There should be an attempt to resolve the potential grievance informally.

If the grievance is not resolved during the informal step, the Association may, within twenty-one (21) calendar days of the informal grievance meeting, file a written grievance with the appropriate supervisor.

3.072. Step Two. The appropriate supervisor or his/her designee shall arrange and hold a hearing within twenty-one (21) calendar days of receipt of the grievance. The Association, grievant, and Employer may present evidence to sustain their positions. Within twenty-one (21) calendar days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed to Step Three within twenty-one (21) calendar days of the Step 2 response.

3.073. Step Three. Within twenty-one (21) calendar days of the filing of the form, the Superintendent or his/her designee shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step Two.

Within twenty-one (21) calendar days after the hearing, the Superintendent or his/her designee shall provide a written response to the Association and grievant.

3.074. Step Four. Within twenty-one (21) calendar days of receipt of the Step Three response, or if the Step Three supervisor fails to file a timely response, the Association shall notify the Employer of its intent to proceed to arbitration.

3.08. Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

3.09. Authority of the Arbitrator

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

3.10. Costs of Arbitration

The costs for the arbitrator and the hearing room shall be borne equally by both parties.

3.11. Costs of Transcripts

Should either party desire a transcript of the proceedings, that party shall bear the full cost for that transcript; if both parties desire a copy of a transcript, the costs shall be split equally.

3.12. Miscellaneous

- A. All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Employer shall provide the Association with copies of all communications.
- B. Constructive receipt by the Employer shall be construed to be the delivery date to the appropriate supervisor, either hand delivered or certified mail, return receipt requested.
- C. Constructive receipt by the Association shall be construed to be the delivery date to the designated employee and the Association President, hand delivered or certified mail, return receipt requested.
- D. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- E. All parties at interest (i.e., grievant, Association President/designee, two (2) Association Grievance Chairpersons, Superintendent/designee, Human Resources Director or other administrator, and all witnesses) shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- F. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
- G. A grievance may be withdrawn by the Association at any time without prejudice.

ARTICLE IV **LEAVE POLICIES**

General. Leaves of Absence shall be granted in accordance with the following provisions. If the provisions hereinafter provide a bargaining unit member with more than one (1) appropriate option as to which leave may be used, the bargaining unit member may apply for and may be granted the leave which is most beneficial to his/her circumstances.

Applicable paid leave must be exhausted before a request for unpaid leave/leave without pay will be granted.

An employee who takes one-half (.5) day or more of leave will not be granted a meal period for that day (e.g., an eight [8] hour per day employee must work four [4] hours and would be charged four [4] hours of leave, a seven and one-half [7.5] hour employee must work three and three-quarters [3.75] hours and would be charged three and three-quarters [3.75] hours of leave, a seven [7] hour employee must work three and one-half [3.5] hours and would be charged three and one-half [3.5] hours leave). Break time cannot abut partial day increments of paid leave time.

Leave Forms. Copies of all blank leave forms shall be available in a designated area and accessible for employees.

4.01. Personal Leave

4.011. Provision of Personal Leave. Full-time employees who have completed their probationary period shall be provided up to three (3) paid personal leave days per work year for nine (9) month employees and up to four (4) paid personal leave days for twelve (12) month employees. The work year shall be defined as beginning on the first day of the program calendar, as adopted by the Board, and ending on the last day of that calendar. An employee who retires or otherwise terminates employment, or is laid off prior to the conclusion of the first quarter of a program year, shall not be entitled to personal leave within such program year.

Full-time employees who have not completed their probationary period shall receive one (1) personal day per quarter (e.g., up to three (3) paid personal leave days per work year for nine (9) month employees and four (4) paid personal leave days for twelve (12) month employees). If an employee separates employment less than one (1) year after hire, the Employer reserves the right to reconcile personal days used but not earned.

Part-time employees who have completed at least one (1) full year of service shall receive three (3) paid personal leave days for nine (9) month employees and four (4) paid personal leave days for twelve (12) month employees which shall be proportionate to the normal hours worked per day.

Personal leave is credited based upon applicable work hours (i.e., 9 or 12 months schedule and daily hours) as of the commencement of the applicable program year and is not cumulative.

Personal leave may be utilized in 15 minute increments.

4.012. Notice of Intent to Use Personal Leave. Notice of intent to use personal leave shall be provided by the employee submitting a request at least three (3) days in advance of an anticipated absence whenever possible, at which time, said leave may be granted. In case of an emergency, the employee will follow standard call off procedure.

4.013. Approval/Disapproval of Personal Leave. Personal leave properly requested shall be approved or disapproved, per the limitation set forth in Section 4.016 of the Agreement, by the Building Administrator/designee not later than twenty-four (24) hours after said request whenever possible. Any employee experiencing an emergency, and who cannot notify their immediate supervisor prior to that work day, shall understand that they must call off in

accordance with procedure and approval or disapproval of the leave shall be determined after the fact by the Building Administrator/designee.

4.014. Confidentiality. The reasons for use of personal leave shall be considered confidential and said confidentiality shall be maintained to the extent allowable by law. Any employee requesting emergency personal leave must provide their supervisor with a reason. An emergency is considered to be a situation for which a three (3) day notice is not possible.

4.015. Bonus/Options. For any employee who has completed one (1) year of service and is employed from September to August of the program year, the Board agrees to convert any unused personal leave to a cash bonus equal to one hundred percent (100%) of his/her rate of pay. Said conversion shall occur by the second payday in the following October. Additionally, any employee who is laid off shall be paid at fifty percent (50%) for any earned and unused personal leave at the time of lay off.

4.016. Restrictions. Personal leave days shall not be granted to extend a holiday or recess, or for utilization for seeking or engaging in other employment, or if the number of requests for a particular day adversely affect manpower requirements of the Board. Personal leave days are not cumulative. Personal leave days may not be used consecutively.

The Superintendent/designee reserves the right to make exception to the "no consecutive days" clause when in his sole opinion a clearly stated employee need exists. Building Administrators shall have the right and the authority to make exceptions when appropriate circumstances exist. These exceptions shall not create "past practice."

4.02. Sick Leave

4.021. Provision for Sick Leave. Each full-time employee on active pay status shall accrue .05769 hours of sick leave per hour to a maximum yearly accumulation of the equivalent of fifteen (15) days for twelve (12) month employees and twelve (12) days for nine (9) month employees. Employees who are on an approved unpaid leave of absence do not earn sick leave.

Part-time employees on active pay status shall accrue .05769 hours of sick leave per hour, up to fifteen (15) or twelve (12) days of sick leave, as applicable, on a pro-rated basis.

4.022. Reasons for Sick Leave. Employees may use sick leave upon the approval of the Superintendent/designee for absences due to illness, pregnancy, injury, exposure to contagious disease, and for illness or death in the employee's immediate family. Employees may utilize sick leave for death in the immediate family defined above after Bereavement Leave is exhausted.

4.023. Immediate Family Defined

- A. Immediate family shall include father, mother, step-parent, grandparents, grandparent-in-law, grandchild, brother, step-brother, half-brother, sister, step-sister, half-sister, husband, wife, child, stepchild, foster child, parent-in-law, brother/sister-in-law, son/daughter-in-law, or legal guardian appointed for the employee as a minor and for a period of at least one (1) year. Additionally, an employee may be granted the use of sick leave for the

death of any person who stands in the place of a parent (loco parentis), or any person who has stood in the same family relationship with the employee as mother, father, grandparent, husband, wife, or child, provided the employee can satisfactorily document or substantiate the relationship for the Employer.

- B. Notwithstanding Sections 4.022 and 4.023 A., for the purpose of attending the funeral of an aunt, uncle, niece, or nephew of the employee only one (1) day of sick leave may be utilized.

4.024. Transfer of Sick Leave. An employee who transfers from the Board to another public agency in Ohio shall be permitted to transfer with him/her the amount of his/her accumulated and unused sick leave as may be applicable. An employee who transfers into the Board from another public agency in Ohio shall be permitted to transfer his/her accumulated and unused sick leave, up to a maximum of one hundred twenty (120) hours. Written verification by the previous public employer of the unused time must be submitted to the payroll department within sixty (60) calendar days of employment to be eligible for such a transfer.

4.025. Employee's Statement/Documentation. Employees will submit a request for the use of sick leave. Medical documentation justifying the need for sick leave is required for absences of three (3) consecutive work days or more and for the use of sick leave involving medical/dental/optical appointments/treatment.

4.026. Patterned Absence

Patterned absence and/or unusually high sick leave usage may be investigated by the Board and may be the basis for discipline.

4.027 Usage. Employees may utilize sick leave in increments of fifteen (15) minutes. However, fifteen (15) minutes at the start of a shift shall not be authorized to cover tardiness.

4.03. Sick Leave Accumulation

Accumulation of sick leave shall be unlimited.

4.04. Sick Leave Bonus

An employee who uses no more than three (3) sick leave days for a 9-month employee or four (4) sick leave days for a 12-month employee during the program year will receive a two hundred dollar (\$200) bonus. The bonus will be paid the first pay in December of the successive program year, or in the case of a separation from service at the end of a program year, in the final pay, as applicable, and will be paid at the rate in effect for the prior program year.

4.05. Parental Leave

4.051. Provision for Parental Leave. An employee who becomes pregnant or who becomes a parent by childbirth or adoption shall, upon written request, be granted a parental leave of

absence without pay for a period of time requested by the employee not to exceed twelve (12) consecutive, uninterrupted months.

- A. Unless an emergency exists, request for parental leave shall be submitted thirty (30) calendar days prior to commencement of said leave.
- B. Upon completion of said leave of absence, the employee shall be returned to the same assignment if it exists.
- C. An employee granted leave under this section shall provide written notice to the Superintendent of his/her intent to return or not to return:
 - 1. At least fourteen (14) calendar days prior to the beginning of the succeeding work/program year if the leave expires with the expiration of the work/program year for which it was granted, or
 - 2. Fourteen (14) calendar days prior to the expiration of the leave if the leave expires during the work year.
 - 3. By July 1, if the employee is certificated by the Ohio Department of Education and will be employed in a professional position at Leonard Kirtz School.
 - 4. An employee wishing to return to work prior to the expiration of his/her parental leave shall notify the Board fourteen (14) calendar days prior to his/her return.
- D. If an employee fails to provide written notice in accordance with paragraph C above, the Superintendent shall employ a substitute for the first ten (10) work days during which the employee was expected to return to work. If, during the ten (10) work day grace period, the employee has not reported for work or provided a justifiable reason why he/she has not reported to work, said employee shall be construed to have abandoned his/her position and the Superintendent may employ a replacement for the employee.
- E. An employee on parental leave shall be entitled to remain in the employee insurance group for all coverages provided by the Board at the employee's expense for the duration of the leave. The employee shall remit the appropriate premium(s) to the payroll clerk/designated COBRA management company for the coverages that the employee desires to continue.
- F. Time spent on Family and Medical Leave due to childbirth or adoption and time spent on unpaid parental leave shall run concurrently.

4.06. Professional Leave

4.061. Provision for Professional Leave. An employee may be granted up to two (2) days leave with pay for attendance at professional meetings and conferences or for visitations of a professional nature. In addition, an employee who is performing supplemental duties for board certified trainings or for the Ohio Department of Education will be granted up to three (3) days

per program year for professional development or classroom observations pertaining to assigned supplemental duty. The purpose of said leave shall be to enhance the professional qualifications of members of the bargaining unit.

Employees are encouraged to submit a Request for Professional Leave form to his/her supervisor at least fourteen (14) days in advance of the date being requested. Employees should provide information regarding the content of the program or the purpose of the visit with the Request for Leave form.

Leave will be granted by Management, when in his/her determination, the leave will benefit the Board and the employee. If said leave is not granted, Management will put his/her reasons for the denial in writing and deliver these written reasons to the affected employee within three (3) working days of the denial.

Such decisions shall not be arbitrary, capricious or discriminatory. If said employee is not satisfied with the decision of Management, he/she may initiate a grievance at Step 3.

Should an employee desire to file a grievance and due to the time restrictions miss the day of leave while awaiting the outcome of the grievance, the employee may choose to attend the meeting at his/her expense by utilizing a personal day or vacation day. Should the employee prevail in the outcome of the grievance, the employee shall be reimbursed any and all conference expenses (consistent with normally applicable reimbursement procedures) for the Professional Leave and be restored the personal or vacation day.

Any employee who exercises their rights under this provision shall not be considered to be on an unauthorized leave nor to have abandoned his/her position.

4.062. Expense - Reimbursement. The maximum reimbursement of the registration fee for a professional meeting or conference shall be limited to one hundred fifty dollars (\$150.00). Employees will receive reimbursement for expenses incurred, excluding registration fees, in accordance with current Board Policy.

Approval for leave and expenses must be given prior to the leave. If not, the employee may be liable for any and all expenses incurred.

Every effort will be made by the Board to submit reimbursement requests to the County Auditor's Office within fifteen (15) days of the Board's receipt of said requests.

4.07. Association Leave

A. The Superintendent shall permit three (3) Association members four (4) days each or the equivalent thereof of non-cumulative, paid leave annually to attend Association conferences, workshops, and representative assemblies. Advance notice of five (5) consecutive calendar days is required. "Annually" shall be defined as beginning with the first employee workday for Leonard Kirtz School employees and ending with the last employee workday of the program year for twelve (12) month employees. Nine (9)

month employees are not eligible for paid association leave except during work days on the Board calendar for nine month employees.

- B. Additionally, the Association President, or his/her designee, shall be permitted up to twenty-eight (28) hours annually (as defined above) to attend Association conferences, workshops, representative assemblies, and meetings with OEA representatives, inclusive of preparation for hearings and negotiations, as necessary. Such association leave time shall be with pay and shall be requested at least three (3) days in advance of an anticipated absence, whenever possible. Association leave, as defined in Section B, shall not be denied for arbitrary or capricious reasons.
- C. Whenever the Superintendent/designee requests the presence of an Association representative at a special meeting during the representative's normal work hours, the representative shall suffer no loss of regular straight-time pay.

4.08. Physical Injury Leave

4.081. Physical Injury Leave. An employee who is required to be absent due to a documented physical injury incident which results from a student/adult violent or aggressive behavioral incident during employment hours, or when providing voluntary services at a Board-approved activity or event, on or off program grounds, shall be eligible to receive physical injury leave. Employee volunteers shall submit their names to the immediate supervisor prior to the event and employee volunteers shall be subject to normal personnel policies. (See Appendix C for Physical Injury Leave Form)

4.082. Employee's Statement. A physical injury leave form signed by the employee including the nature of the injury, date of occurrence, identities of all persons involved, witnesses, and facts surrounding the injury shall be reported and a written incident report shall be submitted by the employee within twenty-four (24) hours of the incident, unless he/she is physically unable to do so. Regardless, the Building Administrator shall complete and submit his/her portion of the required forms within forty-eight (48) hours of the incident. Once the employee is physically able to submit his/her portion of the required forms, they shall do so.

Physical injury leave shall not exceed thirty (30) consecutive and uninterrupted calendar days per incident. Subject to acceptable medical documentation, physical injury leave may be extended for another fourteen (14) consecutive calendar day period.

A building administrator or designee must be notified immediately to allow for proper investigation. The employee shall qualify for physical injury leave when the following three (3) conditions are met:

1. The employee must submit the approved Physical Injury Form.
2. The Superintendent must approve the physical injury leave.
3. The Physical Injury Leave form must contain information supporting the granting of physical injury leave.

If medical attention is required, the employee shall furnish a certificate from the attending physician specifying the injury and recommended treatment.

If deemed necessary by the Superintendent, a licensed physician may be utilized at Board expense to verify the nature and duration of the injury. Said physician will be selected, by the Superintendent. If, as a result of this examination, a dispute arises over the nature and duration of the injury, the dispute shall be resolved with the employee being examined by a physician selected by the county medical society.

4.083. Physical Injury Payment

- A. The employee is not eligible to receive wage compensation from a Worker's Compensation claim and wage payment from physical injury leave simultaneously.
- B. The employee is not eligible to receive payment of medical bills from a Worker's Compensation claim and payment of medical bills from Employer-provided health/hospitalization coverage simultaneously.
- C. The employee is not entitled to use Worker's Compensation and Board sick leave simultaneously.
- D. Falsification of any documents or statements related to a request for physical injury leave is grounds for discipline. Eligibility for physical injury leave should not be dependent upon the employee's willingness to pursue legal action.

4.084. Limitation of Physical Injury Leave

- A. The employee may, at his/her option, elect to use accrued sick leave, personal leave, and/or vacation prior to receiving wage compensation from Worker's Compensation.
- B. The Board shall provide in-service education to bargaining unit members, at no cost to the employees, concerning therapeutic avoidance and/or intervention of student/adult violent or aggressive behaviors.

In-service training, related to assault prevention and behavioral intervention may be offered during normal work hours at various times throughout the year and will include one of the in-service days set forth in Section 5.10 of the Agreement, exclusive of the day prior to students returning to school.

4.085. Preservation of Sick Leave. Physical injury leave granted under this provision shall not be charged against sick leave earned or earnable pursuant to Section 4.021 of the Agreement.

4.086. Applicability. If an employee becomes eligible for benefits under the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) as a result of a physical injury or disability sustained by an employee from a program enrollee, then said

employee is entitled to any other leave for which he/she is eligible through this Collective Bargaining Agreement or any applicable provision of the ORC.

4.087. Return to Work. An employee temporarily disabled as a result of a physical injury sustained from a program enrollee shall be returned to the same position as held at the time of the incident, or shall be transferred to the first available position carrying equivalent pay and equivalent professional duties for which the employee is qualified if said employee so desires upon his/her return to work.

4.09. Sabbatical Leave

A. A leave of absence, if requested, may be granted to those bargaining unit members for professional study upon approval of the Superintendent if the following minimum conditions are met:

1. Currently have held a professional position with the Board for seven (7) continuous years, requiring a Bachelor's degree or higher and professional certification, including holding a position as a Registered Nurse.
2. Submit a written plan for professional study for prior approval to the Superintendent.
3. Agree in writing to return to work for the Board on a one-to-one ratio based on the actual time granted for the leave.
4. Failure to return to work or to complete the one-to-one ratio shall cause the bargaining unit member to reimburse the Board for all expenses of the leave within thirty-six (36) months of the scheduled return.
5. Maximum leave shall be one (1) calendar year, beginning with the first day or after of the Board adopted calendar and ending before or on the last day of the same Board adopted calendar year.

B. The following shall apply:

1. No more than two (2) employees per building or a maximum total of four (4) bargaining unit members per year will be permitted.
2. The bargaining unit member taking a sabbatical leave shall be paid three thousand dollars (\$3,000) per year or a prorated fraction thereof, payable bi-weekly.
3. All insurance benefits provided by the Board and desired by the bargaining unit member shall be continued, upon approval by the respective insurance carrier, for those who are on sabbatical leave, upon the payment of the premium by the bargaining unit member to the payroll clerk/COBRA management company not later than the 25th day of each month preceding the month for which the premium is due.

4. The same employee may only utilize this leave once each seven (7) years.
5. Members of the staff returning from sabbatical leave shall be returned to the same or similar assignment and classification held prior to such leave.
6. A bargaining unit member returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the DD system.
7. The purpose of the professional study must be for purposes in the interest of both the Board and the employee.

4.10. Unpaid Leave of Absence

- A. All bargaining unit members may be granted an unpaid leave of absence for up to six (6) months upon request. Such leave may be granted for the purpose of caring for a member of the bargaining unit member's immediate family as defined herein. The Board shall grant the leave in compliance with Board Policy, upon the recommendation of the Superintendent. Immediate family, for purposes of this provision, shall mean spouse, child, or parent, or other immediate family member as defined in Section 4.023 (A) and who resides in the employee's household. An unpaid leave of absence is not intended for short term absence, and generally will not be approved for periods of less than five (5) consecutive work days.
- B. Any employee on unpaid leave of absence shall be permitted to participate in the group insurance programs by reimbursing the payroll clerk/COBRA management company for premium cost.
- C. All non-teaching bargaining unit members on unpaid leave of absence must submit to the Superintendent, in writing, their intentions regarding their return to work no later than one month prior to the date their leave expires. Teachers on an unpaid leave of absence must submit to the superintendent in writing their intentions regarding their return to work no later than July 10 or one (1) month prior to the date their leave expires, whichever occurs first.
- D. When an employee fails to return to work upon the expiration of any authorized leave of absence without pay, he/she shall automatically be considered as having voluntarily resigned his/her position.
- E. If it is determined that an employee is abusing the leave of absence and not actually using said leave for the purpose specified, the Superintendent may cancel the leave and require the employee to report for work.

4.11. Leave Without Pay

Leave without pay may be approved by the Department Head and Superintendent for single day or short term absences. Leave without pay shall not generally exceed two (2) days in any program year.

4.12. Bereavement Leave

4.121. An employee may utilize up to five (5) work days of bereavement leave per death in the immediate family. Said leave must be used within fourteen (14) calendar days of the death, except where extenuating circumstances exist. Bereavement leave will not be counted against an employee's sick leave. (An employee may utilize sick leave if bereavement is exhausted.)

4.122. Employees will submit a request for the use of bereavement leave. Appropriate documentation and/or verification shall be submitted to the manager upon the employee's return to work. Appropriate documentation and/or verification shall be the obituary taken from a local newspaper, a card from the funeral home showing the name of the individual and date of the death, or any other acceptable document that shows the name of the individual and the date of the death.

Should a question of relationship arise, the Employer reserves the right to require acceptable verification to establish the family relationship.

4.13. Approval

Any leave used by an employee must be approved/recommended by the immediate supervisor.

4.14. Vacation Leave

A. Each twelve (12) month employee who is on active pay status from anniversary date to anniversary date shall receive vacation with pay as per the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
1 but less than 7	7
7 but less than 12	12
12 but less than 20	17
20 and over	24

B. An employee may accumulate and carry over vacation leave or a portion of that leave to the following year. "Days" of vacation are accumulated based upon daily hours worked at the time of accrual. Any vacation in excess of a three (3) year balance will be lost to the employee.

C. Employees will be provided with a vacation calendar during the first week of August for the purpose of signing up for expected vacations for the following year.

In all job categories except Adult Program Specialist, if employees of the same position within one building request the same vacation time, priority will be given to the employees based on seniority. The request of the employee(s) with the least seniority will not be granted.

For Adult Program Specialists, if more than thirteen percent (13%) or four (4) Direct Service staff members at a building, or within a job category, request the same vacation time, priority will be given to employees based on seniority. Adult Program Specialists assigned within the community shall be considered the same job category for purposes of vacation preference. Additional vacations may be granted based on supervisory discretion. The request of the employee(s) with the least seniority will not be granted.

Any employee transferred, reassigned, or otherwise moved to another building, community assignment, or job category after vacation sign ups have commenced or been completed for that calendar year, will need to complete a new vacation sign up based upon any remaining vacation dates available within that building or job category.

If expected vacation times are changed by an employee as indicated on the vacation calendar, the employee will provide the immediate supervisor with written notification of change and said employee will relinquish his/her seniority status and wait approval of revised vacation schedule by building administrator.

- D. Part-time LPN's shall accrue vacation days according to years of service, proportionate to the hours worked per day.
- E. In the event an employee who is eligible for vacation time is laid off or terminated per the provisions of this Agreement, the employee shall be paid for his/her accumulated unused vacation time at his/her last rate of pay with the Board. However, in the case of a laid off employee, the employee may exercise an option to be paid for all or a portion of his/her vacation time, or to leave all or a portion of his/her remaining balance on account with the Board for up to one (1) calendar year from the effective date of lay off. The employee must notify the Employer in writing, within ten (10) working days of notice of layoff of his/her intent to retain all or a portion of accumulated and unused vacation, or all vacation time will be paid. Should the employee not be returned to employment with the Board during that calendar year, the employee shall be paid for any outstanding vacation balance at his/her last rate of pay with the board within thirty (30) calendar days of the exhaustion of the one (1) year period.

4.15. Family and Medical Leave Act

Eligible employees shall be entitled to the applicable provisions of the Family and Medical Leave Act (FMLA) of 1993, except the Board shall require the substitution of applicable paid leave for FML (i.e., the use of paid leave and FML shall run concurrently for an FML qualifying event). FML shall be charged when an employee incurs lost time under Worker's Compensation.

ARTICLE V
RIGHTS AND RESPONSIBILITIES

5.01. Employee Salary Notice

The Board shall notify each employee not later than August 1 of each work year of the following:

5.011

- A. Bargaining unit position;
- B. Salary;
- C. Number of work days in the work year;
- D. Building assignment.

5.012. The Board shall make available in an accessible place within each building a copy of position descriptions currently in effect for every position represented by the Association.

If and when any position description changes over the life of this contract, a copy will be made available to the affected employee(s) and the Association shall be notified. The new position description shall then replace the rescinded position description.

5.013. Probationary Periods

- A. The initial (new hire) probationary period for staff shall be as follows:

Twelve (12) month direct care staff – one hundred and twenty (120) work days

Twelve (12) month Secretary - one hundred and twenty (120) work days

Twelve (12) month non-direct care professional staff (pay level 10) – one hundred and eighty (180) work days

Nine (9) month direct care and Secretary staff – one hundred and twenty (120) work days

Nine (9) month professional staff (pay level 10) and teachers/instructors – one hundred and fifty (150) work days

The non-initial (promotion/transfer) probationary period for staff shall be as follows:

Twelve (12) month direct care staff and Secretary – seventy (70) work days

Twelve (12) month non-direct care professional staff (pay level 10) – one hundred fifty (150) work days

Nine (9) month direct care and Secretary staff – seventy (70) work days

Nine (9) month professional staff (pay level 10) and teachers/instructors – one hundred and fifty (150) work days

“Work days” as used herein shall mean days assigned to the position, exclusive of transitional work assignments, if any.

- B. Probationary periods shall be required for newly hired, promoted, transferred, or voluntarily reduced staff.

When additional time is needed to determine satisfactory performance, probationary periods may be extended for another ninety (90) calendar days at the discretion of the Employer. The Employer agrees to notify the Union of such extension and to provide an opportunity for discussion, if the Union so desires.

- C. Employees serving an initial probationary period who are terminated from service with the Employer (probationary removal) shall not have recourse through the grievance procedure provided for in this agreement, nor to the State Personnel Board of Review, to appeal such action. Employees on non-initial probation periods who do not satisfactorily complete probation shall be returned to their former position, or to a similar position if their former position no longer exists (probationary reduction), and shall not have recourse through the grievance procedure provided for in this agreement, nor to the State Personnel Board of Review, to appeal such action.

5.02. Employee Certification

The Board will follow the applicable provisions of ORC Chapters 5123 and 5126 concerning bargaining unit employees.

5.03. Termination of Contract/Discipline Policy

5.031. Certified Personnel. An employee who is required to hold certification issued by the Ohio Department of Education and/or the Ohio Department of DD may be discharged only in accordance with the provisions of this Agreement, ORC 5126, Board Policy to the extent it does not conflict with an express provision(s) of the Agreement, and/or rules established by the Ohio Department of Education or the Ohio Department of DD.

In any case of reduction, suspension of more than three (3) working days, or fines equivalent to more than three (3) days pay, or removal, the Employer shall furnish such certificated employee with a copy of the notice of reduction, suspension, or removal, which notice shall state the reasons therefore in accordance with the most recent Board Policy currently in effect.

5.032. Non-Certified Personnel. The employment of an employee who is not required to hold certification issued by the Ohio Department of Education and/or the Ohio Department of DD may be severed only in accordance with the provisions of this Agreement, ORC 5126, Board Policy to the extent it does not conflict with an express provision(s) of the Agreement, and/or rules established by the Ohio Department of DD.

In any case of reduction, suspension of more than three (3) working days or fines equivalent to more than three (3) days pay, or removal, the Employer shall furnish such non-certificated employee with a copy of the notice or letter of reduction, suspension, or removal, which notice shall state the reasons therefore in accordance with the most recent Board Policy currently in effect.

5.033. Certification/Licensure. For all employees required to hold certification or licensure for his/her current bargaining unit position, it shall be the employee's responsibility to obtain required course work for provisional certification while on temporary certification and to obtain necessary C.E.U.'s or course work to maintain certification or licensure. Failure to maintain the required certification/ licensure is just cause for removal.

5.034. Investigative Procedure. The parties recognize the obligation of the Board to investigate incidents affecting the health and safety of individuals and to have all witnesses complete and sign witness statement forms. Furthermore, the parties recognize the obligation of the Board to secure and employees to provide accurate information during the course of investigations, while striving to protect the right of an employee to Association representation (including legal representation as may be applicable) should they become the subject of that investigation. As such, investigations relative to potential abuse, neglect, and/or misappropriation of an individual's property shall be conducted according to the procedures established by the Board consistent with the provisions set forth in the Memorandum of Clarification appended hereto (Appendix G).

It is understood that the Employer's rights and obligations to conduct investigations consistent with statutory and regulatory requirements shall not be interfered with, negated, or diluted by this provision.

5.035. Progressive Discipline

5.0351. No employee shall be disciplined, except for just cause. Discipline which does not involve a reduction in pay or position may be appealed through Step Three (3) of the grievance procedure contained herein but is not arbitrable.

5.0352. Any employee in disagreement with the disciplinary action of suspension, fine, reduction, or discharge taken by the Employer may file a grievance in accordance with the grievance and arbitration procedures contained in this Agreement.

5.0353. Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended, reduced, or discharged, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of all alleged misconduct.

The predisciplinary conference procedures shall be established by the Employer and shall include but not be limited to the following:

- A. A minimum of twenty-four (24) hours advance written notice to the affected employee of the date, time, and place of the conference, including a statement of the alleged misconduct. When determined feasible, the Board will provide greater advance notice; when advance notice of seventy-two (72) hours or more is provided, the provisions of subsection (B) below shall not apply.
- B. In the event that less than seventy-two (72) hours advance notice is given, and a conflict exists as to the availability of the OEA Labor Relations Consultant (LRC) on the originally scheduled date or time of the conference, it is understood that the predisciplinary conference will be rescheduled, provided that the OEA LRC submits a written request to the Board for an extension of the conference date, and provided such rescheduling (i.e., the offered alternate date or time) does not extend the date of the conference by more than two (2) additional working days. The written request for an extension must be received by the Board not later than 3:30 p.m. of the work day that precedes the originally scheduled date of the predisciplinary conference. This interpretation for an automatic extension shall not be construed to apply to matters covered by Section 5.034 of this Agreement, nor the provisions set forth in Appendix G.
- C. Conferences will be conducted by an administrator selected by the Employer. The affected employee may request that the Superintendent serve as the administrator provided such request is reduced to writing and submitted on the same workday that notice of the predisciplinary conference is issued. In the event the affected employee is given the notice of a predisciplinary conference within one (1) hour of the end of his/her work day, the employee shall have until one (1) hour after the beginning of his/her next work day to submit the written request that the Superintendent serve as the administrator. It is understood that a request for the Superintendent to serve as the administrator may not be able to be accommodated due to time constraints, or may result in a delay of the conference.
- D. The affected employee may elect to have a representative of the Association present at any such predisciplinary conference. It shall be the responsibility of the affected employee to notify the Association of any predisciplinary conference and/or resulting disciplinary action. An employee may also elect in writing to waive the opportunity for a predisciplinary conference. Failure to appear at a scheduled conference shall constitute a waiver.
- E. The predisciplinary conference will afford the affected employee the opportunity to refute the allegations by presenting testimony, documentation, and/or witnesses to support his/her position.
- F. Within ten (10) calendar days of the date of the predisciplinary conference, the administrator shall issue a report setting forth his/her findings as to whether the misconduct occurred. A copy of the report shall be submitted to the affected employee

and to the Superintendent in the event he/she was not the administrator conducting the predisciplinary conference.

5.0354. In determining just cause and appropriate disciplinary action, there shall be taken into consideration the nature and seriousness of the offense, the effect the alleged conduct has on the Employer's operation, the discipline or lack thereof used in other similar situations known to the Employer, and the appropriateness of the proposed penalty in view of the record and length of service of the charged employee. The enumeration of the above factors is not intended to preclude either the exercise of good and sound business judgment or the intent to correct or resolve the misconduct, nor is it intended to preclude or supplant the application of the seven (7) standards/tests of just cause.

5.0355. Discipline will normally be applied in a progressive/corrective manner except in cases where serious misconduct occurs. Progressive/corrective action may include, but does not require, the following levels of discipline:

Oral reprimand (note placed in supervisor's file)

Documented Instruction and Caution - the affected employee has the right to have a written rebuttal attached provided the rebuttal is submitted within thirty-five (35) calendar days of receipt of the Instruction and Caution.

Written Reprimand - the affected employee has the right to have a written rebuttal attached provided the rebuttal is submitted within thirty-five (35) calendar days of receipt of the written reprimand.

Suspension (with or without pay as deemed appropriate by the Superintendent) or fine

Demotion

Termination

Disciplinary action for just cause may allow for skipping or repeating of level(s) of discipline. A copy of any disciplinary action issued shall be placed in the affected employees personnel file.

5.0356. The Superintendent/designee shall determine what discipline, if any, is warranted. The affected employee shall be notified of the Superintendent's/designee's decision within ten (10) work days after receipt of the administrator's report.

5.0357. The Employer reserves the right to investigate any matter, incident, or complaint. Any employee questioned pursuant to this provision is entitled to have an Association representative present should such questioning move from investigatory to accusatory, or should the employee reasonably believe that disciplinary action may result. It shall be the responsibility of the affected employee to request Association representation.

5.04. Non-Teaching Employee Evaluation Procedure

The following provision shall be used for the purpose of evaluation of the staff of the Mahoning County Board of Developmental Disabilities.

5.041. Purpose

- A. To assess an employee's work performance.
- B. To help employees improve the quality of and delivery of service by employees of the Board.
- D. To improve the competency of the employees and provide reliable information for use in determining employee assignments, re-classifications to positions commanding higher salaries, and continued employment.
- E. To provide an orderly and uniform method of communication relative to performance matters between employees and the administrative staff of the Board.
- E. To ensure that all employees understand work-related performance expectations.
- G. To provide the administration and employees with objective criteria in decisions regarding continuation or termination of employment.

5.042. Evaluator.

Evaluation of an employee shall be conducted by the lead building supervisor, manager, or designee. In the event an employee performs work under the supervision of more than one supervisor, the supervisor who works most directly with the employee shall normally be designated as the evaluating supervisor.

5.043. Frequency of Evaluation

- A. During any probationary period, an employee shall be evaluated at least twice. The first evaluation shall be finalized prior to the midpoint of the probationary period and the second evaluation shall be finalized prior to the end of the probation.
- B. Employees in their second and third year of employment with the Board shall be evaluated at least once per year.
- C. Employees with more than three (3) years of employment with the Board shall be evaluated at least once every other year. A rotating schedule based on the alphabetical order of last names shall be used. Such schedules shall continue in sequential rotation through succeeding years.

- D. Notwithstanding paragraphs B and C above, any employee who transfers to a new position shall be evaluated at least once per year for the first three (3) years that he/she is in the new position.
- E. With the exception of A above, employees shall not be evaluated more than twice in the same year. If, however, an employee's performance has been determined to be deficient to the extent that an adverse personnel action is a strong possibility, additional evaluations may be conducted as determined by the administration.

5.044. Method. Evaluation of employees will incorporate the following techniques:

- A. Formal or informal observations of employees in the performance of their job duties.
- B. A review of documentation, work records, work product, etc., that the employee is required to complete as part of his/her job duties.
- C. The written evaluation is to be given to the employee within ten calendar (10) days following any formal observation. Non-probationary evaluations which do not follow a formal observation shall normally be completed not later than the end of October of the applicable year for twelve (12) month employees, and not later than the end of April for nine (9) month employees. A follow-up conference may be requested by either party.
- D. At any time during the evaluation process, if it is determined that there is a deficiency(ies), the administrator shall inform the employee and provide him/her with written recommendations for improving said deficiency(ies).
- E. If an employee requests it, a more experienced employee of the same subject matter or area could observe and offer the new employee assistance only when mutually agreed to by the staff members and administration.
- F. No monitoring or listening device is to be used in observance and evaluation sessions without knowledge and consent of both parties.

5.045. Records. All evaluation records, including the results of observations and follow-up conferences, shall be in duplicate. An original copy is to be placed in the employee's file. A copy is to be retained by the employee. All written records shall provide for comments of both parties involved and provisions of signature of both parties prefaced with the following: By affixing my signature to this document, means that I have received a copy, and had an opportunity to read its contents, but does not necessarily mean that I agree in total or in part with the contents.

A standard evaluation form will be used for each bargaining unit position or group of positions.

Changes in evaluation forms will be jointly developed and reviewed by a committee comprised of not more than five (5) MEADD representatives appointed by the Association President and not more than five (5) administrators appointed by the Superintendent. At least two (2) of the

Association representatives shall be from the affected class(es) of positions being reviewed. A smaller committee of two (2) MEADD representatives appointed by the Association President and two (2) administrators appointed by the Superintendent may be utilized when single positions are being updated. Any newly developed evaluation forms will be presented to the staff prior to the end of September of the applicable program year. Status quo will be maintained until the Committee completes its task.

When a request is made by the public to disclose evaluation records, the Board shall notify the affected employee(s) within three (3) days of the request.

5.046. Employee Evaluations All employees will be evaluated on their performance based upon their position description or, in the event the job description is not up to date, on the actual job duties assigned and performed by the employee.

5.047. Ohio Teacher Evaluation System (O.T.E.S.)

The Ohio Department of Education (ODE) requires the provision of an Ohio Teacher Evaluation System (OTES) for all licensed Intervention Specialists (teachers), Adapted Physical Education Instructor(s), and Speech Language Pathologists working for the school. Each licensed Intervention Specialist, Adapted Physical Education Instructor(s), and Speech Language Pathologist will complete the Ohio Teacher Evaluation yearly as per guidelines from the Ohio Department of Education and the provisions listed below.

1. Ohio Teacher Evaluation Committee

- A. An OTES committee will be formed annually to work on the guidelines and an evaluation system that works locally for teachers. The committee will meet by the end of May upon request of the union or of management. Committee members will consist of the Superintendent, Human Resources, Director of Education, Union President, two (2) Intervention Specialists (chosen by the Association), and the Labor Relations Consultant as needed.
- B. The committee will develop guidelines for the upcoming program year. Every teacher will receive a copy of the guidelines and evaluation. New teachers will be provided with a copy of the guidelines and evaluation upon hiring.

5.05 Personnel Files

5.051. Personnel Records/Files. (Access, Duplication, Dissemination, Destruction)

The Superintendent shall cause to be maintained personnel files for each employee.

This shall be the only official file for each employee and shall be confidential as defined in 5.054 of this Agreement.

No anonymous documents will be placed into the official file. Anything added to the official file during the program year shall be provided to the affected employee within five (5) days of inclusion. Such inclusions shall be dated and initialed by the Administrator placing said information in the official file.

Such files may include, but not be limited to:

1. Name
2. Permanent and current address, phone number, and person to notify in case of an emergency.
3. Position description, civil service classification and title as established by the Board and the Department of Administrative Services.
4. Cumulative records of sick leave and vacation (may be maintained separately in the payroll department).
5. Record of permanent or temporary certification/license/registration as applicable.
6. Records of in-service training.
7. Personnel action forms (DAS).
8. Performance Evaluations signed by the Superintendent and by the employee indicating the employee's awareness of the evaluation.
9. Corrective action/disciplinary notices.

The personnel file shall be the official location of directory information. "Notification" shall mean date sent certified mail return receipt requested to the directory data contained in personnel files.

5.052. Accessibility. Personnel records shall be accessible to Department of Developmental Disabilities and education personnel and others authorized to have access by operation of law, regulation, or rule.

5.053. Contents. Personnel files may also contain:

1. time schedules
2. payroll information
3. records of individual employment data
4. application forms
5. records pertaining to hiring, promotion, demotion, transfer, layoff, termination, etc.

5.054. Confidentiality. Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the Mahoning County Board of Developmental Disabilities management system, except with the written consent of the employee affected. Before any information is released to the public, the Board shall black out the employee's social security number, and to the extent allowable by law, the employee's address and telephone number.

5.055. Duplication, Dissemination and Destruction. Nothing herein shall prevent the dissemination of impersonal statistical information.

Each item in the file shall be time and date stamped or recorded by the Office of the Superintendent or the Human Resources Department indicating its date of origin and the date it was entered into the file.

An employee shall have a right to inspection of his/her official personnel file upon appointment through the Human Resources Director/designee.

Disciplinary action shall cease to have force and effect for purposes of disciplinary action twenty-four (24) months after their effective date, provided there has been no intervening discipline. An employee shall have the right to request that disciplinary action which has met or exceeded the time period for force and effect be removed from the official personnel file.

Employees shall advise the appropriate Building Manager, in writing, of any change in: name, address, marital status, telephone number, citizenship, selective service classification, or association with any government military service organization. Any change in tax exemptions must be reported in writing to the payroll clerk.

The Employer will notify an affected employee of the name, if known, of any person seeking the release of information, who is not otherwise authorized to receive such information.

Personnel files shall be kept in the Board Office, and shall be secured and available only to administrative staff having a legitimate need in the course of their work, except as otherwise provided by law.

Records shall be maintained during employment and only records required to be maintained after employment shall be considered maintained.

Prior to destruction of records, the employee shall be notified in writing and given forty-five (45) days to request copies. Notification shall be made to the last known employee address.

The Superintendent and/or his/her designee shall be responsible for the administration of this policy and the safekeeping of records and securing them against loss or use by unauthorized persons.

5.056. Notification to Employees. The Board agrees to notify all employees of any records being kept on said employee. This notification will cover personnel files, those kept by

immediate supervisor, or the Superintendent. Any information not covered in Section 5.051 and 5.053 will require initial of employee.

There shall be only one official "personnel" file and it shall be located and maintained within the Board office.

5.057. Disputes. If an employee disputes the accuracy, relevance, timeliness, or completeness of information maintained in the official personnel file, he or she may request within thirty-five (35) work days of said item being placed within a personnel file that the Superintendent investigate the current status of the information within twenty (20) work days of receiving the request. The Superintendent must make a reasonable investigation to determine if the disputed information applies with the accuracy, relevance, timeliness, or completeness of the information and with the provisions of this Agreement. Said employee shall have the right to add rebuttal.

5.06. Nondiscrimination

The Board and the Association are cognizant that professional qualifications are not impaired by virtue of religious beliefs, race, color, creed, sex, marital status, age, or handicap. Therefore, the Board and the Association shall not engage in any biased or discriminatory practices regarding employment, conditions of employment, transfer, promotion, or compensation on the basis of religion, race, age, color, creed, sex, marital status, or handicap.

5.07. Personal Life

The personal life of an employee is not within the appropriate concern or attention of the Board except as it may directly affect the employee from properly performing his/her assigned functions during the work day.

5.08. Vacancies

5.081. Vacancy Defined. A vacancy is a newly created position, or with the exceptions identified in Section 5.092 of the Agreement, an existing position that becomes vacant and which the Board intends to continue. An existing position may be deemed vacant by the Board as a result of a promotion, retirement, resignation, death, termination, or an employee's transfer from a position.

5.082. Posting of Vacancy. Within five (5) days of the determination that a vacancy exists, as defined in Section 5.081, the Superintendent or his designee shall post a notice of vacancy in a conspicuous place in all program buildings. The Association President shall be given a copy of each notice of vacancy on or before the date of its posting. During the summer recess, such notice shall be broadcast on the One Call system and posted on the Agency website indicating the position titles available.

5.083. Notice of Vacancy. Each notice of vacancy shall include minimum qualifications required to apply, the Mahoning County DD job description, and salary or pay scale.

5.084. Bidding on Vacancies: Employees shall have ten (10) work days to bid on a vacancy, through a vacancy bidding form. If the Superintendent determines that two (2) current employees have equal qualifications, the senior employee will be chosen to fill the vacancy.

Applicants meeting the minimum qualifications for the vacant position will be considered based upon program needs, work experience, training, and position knowledge, skills and abilities.

If the Superintendent determines that a current employee and an applicant from the outside have equal qualifications, the current employee will be chosen to fill the vacancy. Qualifications will be those determined by Mahoning County DD.

Prospective applicants will be notified of the Superintendent's decision, in writing, within ten (10) work days of the effective Board meeting.

Substitutes are considered outside applicants in all vacancy situations.

(See Appendix E for Vacancy Bidding Form.)

5.09. Personnel Changes

The Board and the Association recognize that frequent changes of personnel from one position to another is disruptive of the educational process. Changes shall be held to once per calendar year per employee except as may be required by operational and program needs.

5.091. Definitions

1. Position - an employee's group of job duties assigned by the Employer and classification title as found in Section 1.021, Bargaining Unit Defined, and job description.
2. Assignment - location (i.e., building or home base of off ground employees) of job duties.
3. Bid - a written request for transfer, or promotion, using a bidding form.
4. Transfer - a change in position (classification/job title) which does not have higher minimum qualifications than the employee's current position.
5. Promotion - a change to a position with a higher minimum rate of pay which does have higher minimum qualifications than the employee's current position.

5.092. Procedures

1. Employees shall have ten (10) workdays after the initial posting date of a vacant position to apply for a transfer/reassignment on the appropriate form. The Employer shall not be obligated to consider applicants who do not meet the minimum qualifications or applications submitted after the ten (10) day period has expired.

Additionally, the Employer may request volunteers for transfer/reassignment due to reorganization, restructuring, or other operational need and the aforementioned posting and time limits shall not apply.

2. An employee requesting/being considered for transfer/reassignment who meets the stated certification and minimum qualifications and who most meets the position qualifications in consideration of program needs, work experience, training, and position knowledge, skills, and abilities, shall be transferred/assigned to the position.

If applicants for reassignment are equally qualified, the position shall be awarded based upon position/classification seniority.

If the transfer applicants are equally qualified, the position shall be awarded based upon Board seniority.

3. An employee making a request for a voluntary transfer/reassignment to a vacant position, and whose request is denied, shall be given written notice of the denial.
4. Notwithstanding other provisions herein, a voluntarily reassigned/transferred employee shall serve a provisional period of seventy (70) working days. At any time during the provisional period, the Employer, at its discretion, may determine that a reassigned/transferred employee is not satisfactorily performing and the employee will be returned to the former position, if it exists, or to a comparable position, and shall not have recourse through the grievance procedure. Any resulting vacancy will be filled at the discretion of the Employer.
5. A promotion is not a transfer.
6. This section applies only to transfer/reassignment of current employees, but does not supersede Section 5.08, Vacancies.

5.093. Involuntary Reassignment/Transfer. Any re-assignment/transfer that is not voluntary will take place only when the following conditions are met, and will be considered involuntary:

1. All involuntary reassignments or transfers will be initiated by the Superintendent/designee and reasons shall be given in writing to the affected employee(s), within ten (10) work days of the Involuntary Reassignment/Transfer.
2. The employee shall be given an opportunity to meet with the Superintendent/designee to discuss the involuntary transfer or reassignment within ten (10) days of notification of reassignment/transfer, unless both parties mutually agree to an extension.
3. The reason for the action is not discriminatory, capricious, or arbitrary.

5.10. In-Service Training

In-Service training days are held to implement general employment requirements such as but not limited to mandated yearly requirements. Three (3) days of the annual calendar for the School shall be designated as employee in-service days. Four (4) days of the annual calendar for the Adult Services Program shall be designated as employee in-service days.

Two (2) of the Adult Services Program Days shall coincide with the school calendar. In both programs, no students or clients shall be in attendance.

For all in-service day(s), professional growth hours, adult service credit, continuing education units, or any other required certification or education requirements for a members' current bargaining unit position that are mandated by the state shall be made available whenever possible, but will not be the sole factor for determination of any presentation. In addition, at least one (1) of the in-service days shall include professional growth/training opportunities directly related to the job duties of secretaries and fiscal account clerks.

A. The first day of the program year shall be the first joint in-service day. The Board shall be responsible for planning and costs incurred for this day.

B. NEOEA Day shall be the second joint in-service day.

1. Twelve (12) month employees in Adult Services shall either attend a local presentation chosen by the Board pertaining to their job or report for a normal workday at normal work times to accomplish work-related tasks.

Alternatively, an employee may request a one (1) day leave of absence without pay, to attend any other professional meeting or visitation, or professional development function, subject to the approval of the Superintendent. Requests for an unpaid leave of absence will be approved upon receipt of a properly executed form and the per-diem amount deducted within thirty (30) calendar days of NEOEA day.

Attendance at professional growth functions and/or the performance of work related tasks shall be for a minimum of six (6) hours, which shall include travel time to and from any professional growth function. Additionally, the Board will offer an afternoon In-Service session as part of its professional presentation to assist employees in attaining the six (6) hours minimum.

2. Nine (9) month employees shall either attend a professional presentation by the Board or have the option of attending a professional function sponsored by NEOEA related to professional growth, or attending a professional growth function sponsored ODE, or attending a professional meeting or visitation, or reporting for a normal workday at normal times and accomplishing work-related tasks. Alternatively, an employee may request a one (1) day leave of absence without pay, to attend any other professional meeting or visitation, or professional development function, subject to the approval of the Superintendent. Requests for an unpaid leave of absence will be approved upon receipt of a properly executed form and the per-diem amount deducted within thirty (30) calendar days of a NEOEA day.

Attendance at professional growth functions and/or the performance of work related tasks shall be for a minimum of six (6) hours, which shall include travel time to and from any professional growth function. Additionally, the Board will offer an afternoon in-service session as part of its professional presentation to assist employees in attaining the six (6) hours minimum.

The committees identified in "D" below shall meet within five (5) calendar days of receipt of the NEOEA publication to agree on endorsed activities. The committee's decisions shall be final and binding upon both parties. Within ten (10) calendar days of the first meeting, an endorsed listing shall be posted in each building.

For five (5) calendar days after the endorsed listing is posted, a sign-up sheet shall be posted or distributed for employees to indicate their plans. Eight (8) calendar days after the endorsed list is posted, employees shall be notified of the decision. Department Heads shall be responsible to review requests for relevancy to an employee's position and for the approval/denial of requests for professional growth/development activities. Any employee who signs up within these time frames not receiving a response shall assume their plan is approved. Any employee receiving a denial may request a review, and will be provided an opportunity to discuss the request and denial with the Superintendent/designee.

- C. The third joint in-service day shall be reserved for a professional presentation consistent with Section 4.084 B. of the Agreement.
- D. A committee of Association members shall meet with the administration committee no later than October 1 of each year to organize/plan the fourth in-service day. The committee shall consist of three (3) Association-appointed members and three (3) administrative members; to the extent possible, the parties will strive to maintain consistency of committee members.

This committee shall have final authority to approve presentations.

Additionally, the committee will provide input with regard to the content of presentations/activities for the first and third in-service days.

- E. Designation of a day for in-service training does not forfeit the employee's right to request and be granted any leave pursuant to the provisions of Article IV of the Agreement. Leaves cannot be denied on the sole basis that the requested leave occurs on a day designated for in-service training.

5.11. Parent/Staff Conferences

The following procedure for Parent/Staff Conferences shall be implemented:

Twice during the calendar year, a week-night shall be designated for parent conferences. The first parent/teacher conference night will be held in October. Employees will report to their assignments for six (6) consecutive hours on this night. The following day, staff will report to work but students will not attend school. Due to staff reporting to work the day after the October

parent/teacher conference night, the day before Thanksgiving will be a scheduled day off and students will not attend school. The second parent/teacher conference night will be held in February. The following day, no students or employees will attend school. Secretaries will normally be assigned to work a parent conference night. Alternatively, the Board may establish conference times during the normal work day and forego one of the conference nights.

5.14. Substitutes

5.141. Utilization of Substitutes

- A. Reasonable efforts shall be made to obtain appropriately certified substitutes for classroom teachers, educational assistants, secretaries and adult service employees who are absent

A reasonable effort shall be understood to include, but not be limited to:

1. Developing/maintaining a substitute roster.
2. Contacting substitutes in the event of absences.
3. Updating the roster.
4. The Board determining and publishing what a reasonable number of substitutes constitutes.
5. Posting notices of the need for qualified substitutes will be included on the Board website and on internet job boards. Advertisements will be placed in local newspapers and in publications/resources as appropriate.
6. Posting an updated substitute roster on the bulletin board of each worksite. Updates shall be posted monthly.

- B. Employee(s) input as to the performance of substitutes is encouraged.

5.142. Unavailability of Substitute

- A. If all reasonable administrative efforts to obtain a substitute fail, or if a substitute is needed for a limited time (less than a full day), a regular faculty/staff member with appropriate certification may be assigned as a substitute.
- B. The Board and the Association believe that the practice of assigning an employee direct or indirect responsibility for more than two (2) groups of clients/students, while sometimes unavoidable, is not the most desirable situation.

5.143. Acquisition of Substitutes. The parties shall discuss potential processes and/or procedures to improve the acquisition, utilization, and retention of substitute employees through the Labor Management Committee.

5.144. Part-time LPN Positions. Part-time LPN positions shall be offered full-time hours in his/her assigned building in the absence of the full-time RN or LPN position. Acceptance of the full-time hours is solely by choice of the part-time LPN, but must be accepted/rejected not later than one and one-half hours (1 1/2) prior to the start of the work day.

Part-time LPN's working additional hours shall be compensated at the part-time LPN rate for such additional hours.

5.15. Temporary Personnel Change

5.151. Temporary Position Change

- A. Current employees who possess qualifications to perform duties in a position of higher qualifications may be considered for temporary position transfers that exceed a period of one (1) week or greater. Employees desiring to work in higher positions shall submit notification and credentials to the Superintendent of positions for which they wish to work.
- B. Approval for temporary position change work shall be at the sole discretion of the Superintendent and will not be applicable to Section 5.08 and 5.09 of the Master Agreement.
- C. Payment for temporary position change work shall be the next step above the employee's current salary of the respective salary schedule for which he/she is temporarily working; seniority shall continue to accrue.

5.152. Temporary Assignment Change

- A. The position and assignment of an employee expected to be on leave for six (6) months or more, shall be considered a temporary vacancy and may be filled temporarily in accordance with this Section.
- B. A temporary vacancy of short duration for an employee on leave of absence shall be filled by a substitute except as set forth in Section 5.151 of the Agreement. A temporary vacancy of a long duration (i.e., leave is known or believed to be of a duration of six (6) calendar months or more) may be posted in the building where the temporary vacancy occurs, as a temporary vacancy.
- C. A temporary vacancy posting shall indicate that the assignment will be temporary subject to another employee returning from leave, or a temporary work assignment concluding. Employees within the applicable building shall have five (5) work days to bid on a temporary vacancy. Another temporary vacancy could result from this original temporary reassignment. One additional temporary vacancy will then be posted; however temporary vacancies shall not exceed two (2) per incident. Temporary assignments under this subsection shall be within the same bargaining unit positions on a seniority basis.

- D. If no one applies within the same position, then the vacancy shall be considered to fall under Section 5.151 of the Agreement or filled with a substitute. Temporary assignment changes under this Section are not considered as "changes" under Section 5.09 of the Agreement for time limitations.
- E. Upon return of the employee from leave, or the conclusion of a temporary work assignment, an employee(s) assigned to any temporary vacancy(s) created by this language shall return to the assignment they formerly held if it exists, or to another available assignment. If the individual on leave does not return, or the temporary work assignment becomes permanent, the position shall be posted as a regular vacancy, as provided in Section 5.081 of the Agreement, and employees shall return to their former positions when the position is subsequently filled.
- F. Emergencies
 - 1. An emergency temporary reassignment may take place when the following conditions have been met:
 - a. There is sufficient information/documentation available to support an immediate need for reassignment;
 - b. The reason for the action is not discriminatory, capricious, or arbitrary;
 - c. Both parties agree that the conditions support an emergency reassignment.
 - 2. In all emergency reassignments, the assignment is temporary as outlined above, and no posting of a temporary vacancy is required.

5.16. Administration of Medication/Procedures

Medication and/or medical procedures will be administered by the nursing staff or delegated in accordance with current board policy and applicable statutes and regulations.

The determination of whether an employee meets the requirements to perform a delegated task will rest with the delegating nurse.

5.17. Safety and Health

- A. A committee of no more than four (4) members of the Association chosen by the Association shall meet, at their request, at least every two months with the Superintendent or designee, to discuss safety and health conditions in the workplace. The concerns shall be submitted in writing prior to or at the meeting and a written reply will be forthcoming from the Superintendent or designee within ten (10) workdays of each meeting.

Association members may also exercise all their legal rights to secure a safe and healthful workplace without threats or other reprisals of any kind. The Superintendent, however,

shall have the ten (10) days above to have first opportunity to respond prior to any other avenue or recourse being pursued.

In situations of grave concern, it is understood that problems should not be held until a meeting, but should be posed immediately and responded to immediately.

- B. The Board shall advise employees of any infectious or communicable disease made known to them (by ordinary and routine methods) of any student/adult.

Confidentiality shall be strictly adhered to by both parties in accordance with the most recently adopted board policy and statute.

No student/adult shall be treated in any manner differently than non-infectious, communicable students/ adults because of being so advised.

- C. Infection Control. The Board shall determine the need for and provide personal protective equipment and supplies for the employee to maintain current Center for Disease Control standards for Universal Precautions. The Board shall determine the need for, and provide education for employees to maintain current infection control procedures.

- D. Catastrophic Committee. A Sub-Committee of the Labor Management Committee consisting of the Superintendent, Director of Human Resources, Risk Manager, Program Directors as needed, a Labor Relations Consultant, the Union President and two additional members as appointed by the Association President.

The committee would become active when there is a need to prepare for, respond to, or recover from a state of emergency, pandemic, or hazard (manmade and natural disasters). The committee will work together to develop processes, policies and procedures, and securing necessary resources to ensure a prompt, coordinated and effective response. The committee will investigate best practices with respect to emergency preparedness and incorporate them into the plans and practices. They will also reflect on prior plan performance to provide guidance for future plans.

5.18. Building Tours/Visitors

Tours will normally be conducted with advance notice to the staff. The Board shall make reasonable efforts to minimize disruption of the educational or vocational training process. Tour groups will be accompanied by an administrator or appropriate Board employee. Visitors shall wear designated badges in all Board facilities.

5.19. Staff Communications

5.191. Public Address Announcement. Daily public address announcements shall be made in applicable buildings ten (10) minutes after reporting time to provide notification of staff absentees and staff replacements.

5.20. Reporting Procedures

5.201. Reporting Time. An employee is to report for duty at the designated time. An in-out check system may be maintained by the building administrator.

5.202. Reporting Late. Employees reporting late shall make every attempt to notify their immediate supervisor that the employee will be reporting late. Employees reporting late shall sign-in/clock in and report in at the main office in each building upon arrival.

5.203. Reporting Off Work. An answering machine or other designated line/location shall be provided to receive and record employee call-offs. Employees are encouraged to report off as soon as the need to report off is known. Employees are encouraged to report off by at least 6:00 a.m. of the day of the absence in order to facilitate the procurement of substitutes as may be applicable. However, except where emergency circumstances make such reporting impossible, employees will report absences at least one-and-one-half (1 1/2) hours prior to the regularly scheduled employee start time. Employees shall not be held responsible for mechanical or human errors experienced by these systems.

5.204. Exclusions. This provision shall not affect an employee's entitlement to paid leave as provided by the Leave Provisions of this Agreement or any other authorized absence of an employee.

5.21. Work Day

5.211. Duration. The defined work day for full-time Teachers, Adapted Physical Education Teachers, Educational Assistants, Physical Therapists, Licensed Physical Therapy Assistants, and Language Development Specialists, shall be seven (7) consecutive hours, from 8:30 a.m. and end at 3:30 p.m.

The defined work day for a full-time Developmental Specialist shall normally be from 8:00 a.m. to 4:00 p.m. and may be flexible and variable to meet consumer needs as approved by the manager.

The defined work day for full-time professional employees (twelve [12] month positions requiring a Bachelor's degree other than nurses shall be eight (8) consecutive hours daily between from 7:30 a.m. to 4:30 p.m.

The defined work day for full-time Adult Program Specialists employees shall be seven and one-half (7.5) consecutive hours daily between 7:30 a.m. to 4:30 p.m. Part-time Adult Program Specialist positions shall work four (4) to five (5) consecutive hours as scheduled by the building administrator.

Part-time LPN or Personal Services Assistant positions shall work five (5) or five and one-half (5 1/2) consecutive hours as scheduled by the building administrator.

The defined work day for full-time Board Office Secretaries shall be eight (8) consecutive hours inclusive of a one hour lunch daily between 8:00 a.m. and 4:00 p.m. The defined work day for

full-time building secretaries shall be eight (8) consecutive hours with a one hour lunch and may vary to accommodate the flex schedule and may be assigned between 7:30 a.m. and 4:30 p.m. A part-time secretary scheduled for at least five and one-half (5 1/2) hours per day, but less than eight (8) hours, shall receive a one-half (1/2) hour unpaid meal period.

Employees receiving a one (1) hour lunch are not entitled to the break period defined in Section 5.217 herein.

The defined work day for the part-time Dispatch Secretary position shall be a minimum of four (4) consecutive hours established by the transportation supervisor based on needed support and shall be established between 5:00 a.m. and 6:00 p.m. The defined work day for the full-time Dispatch Secretary position shall be eight (8) consecutive hours established by the transportation supervisor based on needed support and shall be established between 5:00 a.m. and 6:00 p.m.

The defined regular work schedule for a part-time Secretary position shall be twenty (20) to twenty-five (25) hours per week.

5.212. Exceptions. Exceptions to the defined work day shall be as follows:

Teachers' meetings, committee meetings, professional development, and/or other assigned school duties which are scheduled by the Director of Education and which may need to take place outside of the employee work day shall be included in the employee's yearly compensation-rate and shall be according to the following limitations:

- a. Meetings, professional development, and/or other assigned school duties shall not occur in the aggregate for each employee more than one (1) hour in a month.
- b. Such meetings shall be limited in that no such meeting shall extend the work day by more than one-half hour (thirty minutes), and there shall be no more than two (2) such meetings in any month. Such meetings shall begin at 8:00 a.m. for meetings held before the school day and at 3:00 p.m. for meetings to be held after the school day. It is preferable that such meetings are scheduled to be held after the school day if practicable.
- c. Except when there is a need for an emergency meeting, an effort will be made to provide at least forty-eight (48) hours advance notice of any meeting.
- d. Attendance at the meeting will take into consideration any previously scheduled appointment of the employee that cannot be reasonably rescheduled.

In emergency situations declared by the administration that are not discriminatory or capricious, the work day may be extended.

5.213. Compensatory Time (excluding Instructors). The normal compensable work week for full-time employees shall be thirty-five (35) hours, except for Secretaries and/or as otherwise

defined in Section 5.211 and 5.212 above which shall be forty (40) hours or less. Any employee scheduled to work beyond the regular work week shall receive compensatory time in increments of fifteen (15) minutes on a 1:1 ratio for hours between regularly scheduled hours and forty (40) hours per week when time cannot be flexed within the same work week. (Unworked paid meal periods do not count as hours worked for purposes of overtime accrual.)

Compensatory time will also be given when employees remain beyond the work day to accomplish required paperwork due to coverage situations resulting from the unavailability of substitutes. Employees needing this time must notify the supervisor at the end of the work day of the necessity to remain beyond the work day and must receive approval. Compensatory time will be awarded in fifteen (15) minute intervals.

Compensation for overtime eligible employees shall be at time and one-half for time actually worked in excess of forty (40) hours of work in a work week.

An employee may elect to receive compensation for overtime in the form of pay or compensatory time payable or credited in increments of fifteen (15) minutes. Notwithstanding the above, the Employer may designate that overtime be in the form of pay or compensatory time only, provided such notice is provided to the affected employee(s) prior to working the overtime. Scheduling work time beyond the work day shall be at least two weeks in advance, except for emergencies, with input from the employee to his/her supervisor regarding conflicts. When scheduling conflicts arise, another employee in the same bargaining unit position may be asked to cover the scheduled situation. Not more than one (1) weekend day per month shall be scheduled per employee.

Scheduling beyond the normal workday shall not exceed five (5) hours per week, except in emergencies.

1. All employees may use compensatory time in increments of fifteen (15) minutes and it may be taken at the start or end of the work day.
2. Compensatory time may be accumulated up to a maximum of twenty (20) hours.
3. Compensatory time must have the approval of the employee's supervisor. Such approval shall not be arbitrarily or capriciously withheld.

Unused compensatory time shall be compensated at the time of separation from employment.

5.214. Planning Period

- A. The workday for Teachers shall include a thirty (30) minute planning period which shall occur in the first thirty (30) minutes of the workday, and up to thirty (30) minutes of planning time at the end of the work day. Administrative staff meetings for Teachers include matters of conferencing, student learning needs, evaluation of student progress, team planning, professional development, and shared learning and shall be considered

planning time. Employees shall not be required to supervise students/adults during planning periods except in an emergency.

The workday for full-time Adult Program Specialists shall include a thirty (30) minute planning period which shall occur in the first (30) minutes of the workday. Employees shall not be required to supervise students/adults during planning periods except in an emergency.

B. There will be no planning period for part-time positions.

5.215. Duty-Free Lunch Period. The work day shall include a thirty (30) minute, duty-free uninterrupted lunch period for employees working six (6) hours or more, except as otherwise provided in 5.211 herein.

5.216. Break Period. The work day for full-time non-teaching employees receiving a thirty (30) minute meal period shall normally include a duty-free uninterrupted twenty (20) minute break period. Adult Program Specialists shall receive a twenty (20) minute break period.

Except as otherwise specified in section 5.211 herein, part-time employees including part-time LPN's, part-time secretaries, part-time dispatch/secretaries and part-time personal services assistants (psa's) do not receive a lunch period and shall have a fifteen (15) minute break.

Any employee may leave the grounds during either lunch or break period upon signing out. The building administrator may limit the number of employees leaving the grounds for break or lunch.

5.217. Exceptions to Sections 5.215 and 5.216. When a bargaining unit member is required to waive his/her lunch and/or break as a result of an actual, verifiable emergency, a drill, or administrative scheduled meeting, the bargaining unit member shall forfeit the actual time lost in the two (2) provisions provided by Sections 5.215 and 5.216. In such event said employee shall receive adjusted time equal to the time actually forfeited, provided an early release can be accommodated within the applicable work day or a late start/early release can be accommodated at a later date. Adjusted time must be used in the same pay period it was earned, or the next pay period. Use of adjusted time must be requested and approved 24 hours in advance, if not used the same day of occurrence. The amount of adjusted time can be no more than 1.5 hours within two pay periods, and can only be used in 30 minute increments.

5.22. Work Year-Calendar

A. The school calendar year shall consist of one hundred ninety-four (194) days of which a minimum of 1001 hours shall be for student instruction. There shall be ten (10) paid holidays, and two (2) parent/staff conference days. There shall also be a minimum of three (3) to a maximum of five (5) professional development days to be decided during the annual calendar committee meeting. The day after the students leave for the year shall be a records day. Annual instructional time shall meet statutory and regulatory requirements (e.g., minimums). School employees will be reminded and advised annually of the potential need for make up days/time, and not to make travel plans that

cannot be easily adjusted within the ten (10) calendar day period immediately following the originally anticipated conclusion of the school year. A reminder shall be included on each school calendar that make up days/time will be added as necessary.

- B. The twelve month employee's calendar shall be continuous and include eleven (11) paid holidays.
- C. Winter break for twelve (12) month employees will commence on December 24 with consecutive days running through December 31.
- D. Summer break for twelve (12) month employees will be five (5) days, Monday through Friday, including the Fourth of July holiday.
- E. A calendar committee shall be established for the purpose of preparing and presenting an annual work calendar. The committee will be comprised of four (4) members of the MEADD and SSA bargaining units (three [3] members from MEADD and one [1] member from SSA) and four (4) members of the administrative staff. (Each of the parties shall select their own team members.)

The committee's charge will be to present three (3) calendar options to the nine (9) month staff for a vote. The option which receives a majority vote will be presented to the Superintendent for approval. Twelve (12) month employees will receive one set calendar which will also be presented to the Superintendent for approval.

- F. The parties recognize the inherent right of the Superintendent to close the program or portions thereof and establish make up days/time. Should the Superintendent deem make up time necessary, prior to a final determination the parties will meet to discuss the matter(s) in labor management.

5.23. Professional Development Committee

- A. Purpose: A Local Professional Development Committee (LPDC) shall be established to review and approve the course work and other professional development activities that educators wish to complete for renewal of certificates or licenses through the ODE.
- B. Committee Composition and Selection
 - 1. The committee shall be comprised of five (5) members as follows:
 - three (3) classroom teachers
 - one (1) principal/building administrator
 - one (1) other board employee
 - 2. The three (3) classroom teacher members shall be appointed by the Association. The other employee members shall be appointed by the superintendent.

3. In the event of a vacancy, the committee member shall be replaced in accordance with #2 above. The appointed replacement member shall serve for the remainder of the unexpired term.
 4. Each committee member must have a minimum of three (3) years of professional experience.
 5. The term of office for teacher members serving on the LPDC shall be an initial appointment of one (1) teacher member for a one (1) year term, one (1) teacher member for a two (2) year term and one (1) teacher member for a three (3) year term with each reappointment being for a two (2) year term except for an appointed replacement member as described in #3 above.
- C. Chairperson. The committee chairperson shall be determined by a written majority vote of the LPDC. Anyone interested in serving as chairperson may self-nominate. The chairperson shall be elected for a one (1) year term with the term to run from September 1 to August 31.
- D. Decision Making. Decisions shall be made by majority vote of the committee members present and voting.
- E. Training
1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's.
 2. If the available training is during work hours, the committee members shall be given paid release time to attend. The amount of said release time for training shall not exceed two (2) days during the program year.
 3. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.
 4. LPDC training for committee members shall constitute appropriate "equivalent activities" to replace CEU's for purposes of the committee members own individual development plans if they so decide by majority vote.
- F. Meetings. The LPDC shall meet at the end of the work day one afternoon per month (day to be determined by the committee members) to discuss any Individual Professional Development Plans that were submitted for approval and to conduct other business as necessary.
- G. Appeals Process. The LPDC shall devise an appeals process which shall include procedures for a local appeals process. There may also be county and/or state appeals processes. However, the local appeal process must be the first step to any other appeal process. The appeals processes are the sole resolution of any disputes and the LPDC process is exempt from the grievance procedure.

5.24. Labor/Management Committee

The committee will consist of one (1) Association representative from each building and the Superintendent or his/her designee. The committee shall meet once a month to discuss concerns of labor or management.

5.25. Application of Civil Service Law

A. While the terms and conditions of this Agreement are in effect, the following articles/sections shall specifically supersede and prevail over the corresponding subjects and/or provisions in the ORC and/or Ohio Administrative Code, in accordance with the provisions of ORC 4117.10 (A):

<u>Article/Section</u>	<u>Statute Regulation Preempted</u>
3 Grievance Procedure	ORC 124.03, ORC 124.34
4.01 and 4.02 Personal Leave	ORC 124.38, ORC 124.381
Sick Leave, Bereavement Leave	ORC 124.383, ORC 124.384 ORC 124.386, ORC 124.387 ORC 124.39, ORC 124.391
4.05 Parental Leave	ORC 124.136
4.08 Physical Injury Leave	ORC 124.381
5.03 Discipline	ORC 124.34
5.013 Probationary Periods	ORC 124.27
5.21 Work Day	ORC 4111.03
5.22 Work Year (Holidays)	ORC 325.19 and 9.44
8.01 Layoff	ORC 124.321 (D) 1-4, ORC 124.323, ORC 124.324, ORC 124.326 ORC 124.327, ORC 124.328

B. If for any reason the terms and conditions of this Agreement ceases to be in effect, all statutory regulations preempted by the provisions of Section 5.25 A. above shall be immediately reinstated.

ARTICLE VI
SENIORITY

6.01. Seniority Defined

Seniority shall be designated by bargaining unit position/classification as follows:

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position/classification (classification seniority – “first day worked in classification”).
- B. Seniority shall accrue for all time an employee is on active pay status and/or is receiving Worker's Compensation benefits.
- C. Time spent on approved inactive pay status (such as unpaid leave or layoff) shall not constitute a break in seniority.
- D. Full-time employees shall accrue one (1) year of seniority for one hundred twenty (120) days for 9-month employees and one hundred seventy-three (173) days for 12-month employees.
- E. No employee shall accrue more than one (1) year of seniority in any work year.
- F. Part-time and full-time positions are separate classifications. The parties recognize that for the purpose of this contract the terms “position” and “classification” are used interchangeable and synonymously.

6.02. Equal Seniority/Tie Breaking

6.021. A tie in seniority shall occur when two (2) or more employees have the same first day worked in a position/classification as determined by the seniority list.

6.022. Ties in seniority shall be broken by the following method to determine the most senior employee:

- A. The employee with the earliest date of employment (“first day worked for the Board” in a bargaining unit position); then
- B. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

6.03. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a non-bargaining unit position; is discharged for cause, or otherwise leaves the employment of the Board.

6.04. Filling Vacancies

When a current employee is hired to fill a vacancy, seniority shall begin to accrue from the first day worked in the new bargaining unit position/classification. Seniority shall begin at zero seniority.

6.05. Posting of Seniority List

6.051. The seniority list shall be posted twice annually, by October 1 and March 1 of each program year. The Employer shall prepare and post on the designated bulletin board in each facility a seniority list indicating the first day worked in the classification (position), the first day worked for the Board, a bargaining unit position or area of certification, employee's work site, and total years of service in the position. Said list shall be provided to the Association President on or before the date of posting.

6.052. The names of employees on the seniority list shall appear in seniority rank order with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing for each bargaining unit position.

6.06. Correction of Inaccuracies

Each employee shall have thirty (30) calendar days after posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. Written notification must include the specific nature of the alleged inaccuracy along with any supporting documentation. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) calendar days of the posting of the seniority list and the list shall be considered as final until the next posting.

ARTICLE VII **SALARY AND FRINGE BENEFITS**

7.01. Compensation Schedules

Compensation for bargaining unit positions will be listed on the wage and salary schedules set forth in Appendix A of the Agreement.

7.02. Retirement Pick Up

The Employer agrees to continue the salary reduction method of reporting employee pension contributions. Commencing with the first pay of the 2010-2011 program year, employees shall be responsible for the full amount of the employee contribution, and existing wage rates shall be increased by one percent (1%) to offset the previous "pick up and payment" of that percentage by the Employer.

7.03. Service Credit

7.031. Initial Credit on Salary Schedule: Newly hired employees will be placed on the wage or salary schedule at the starting or minimum rate for the applicable position or be granted service credit in accordance with the provisions set forth below. As used in this section, years of service shall mean:

- A. Teachers: All years of teaching service as a certified teacher pursuant to ORC 3319.22 regardless of training level, with each year consisting of at least one hundred twenty (120) days in the same school district.

All years of teaching service in a chartered non-public school or institution as a certified teacher pursuant to ORC 3319.22, regardless of training level, with each year consisting of at least one hundred twenty (120) days.

All years of active military service in the armed forces of the United States as defined in ORC 3307.02 to a maximum of five (5) years. Eight (8) or more continuous months shall constitute a full year.

Upon hire, up to five (5) years of teaching/military experience credit shall be granted.

- B. All other (non-teaching) staff: For any employee not certified pursuant to ORC 3319.22, comparable work experience shall be determined at the sole discretion of the Superintendent.

Up to five (5) years of experience credit shall be granted. A maximum of ten (10) years may be granted.

- C. A non-teaching employee shall receive a two and one-half percent (2.5%) increment for each year of service/experience credit granted (e.g., an employee granted five [5] years of credit shall be placed at a rate 12.5% above the minimum rate for the applicable classification).

7.032. Advancement on the Wage/Salary Schedules

- A. During any year for which a general increase and/or an experience increase/credit is negotiated, full-time and part-time twelve (12) month employees who have completed one hundred seventy (173) work days in active pay status as of the first day of the (school) program year, and who have not reached the top of their wage/salary schedule (salary schedule), shall advance on their respective salary schedule based upon the negotiated increase and not to exceed the maximum.
- B. During any year for which a general increase and/or an experience increase/credit is negotiated, full-time and part-time nine (9) month employees who have completed one hundred twenty (120) work days in active pay status as of the first day of the (school) program year, and who have not reached the top of their salary schedule, shall advance

on their respective salary schedule based upon the negotiated increase and not to exceed the maximum.

- C. During the term of this agreement, an employee may be eligible to advance between the minimum and maximum rates for the applicable classification based upon experience and time in active pay status as set forth in subsections A. and B. above (experience increase/credit).

Additionally, eligibility for an experience increase during the term of this agreement shall be as follows:

An experience increase must be expressly authorized herein for the applicable program year or other specified period.

An employee can advance only between the minimum and the maximum rates for the applicable classification (i.e., no advancement shall cause an employee to exceed the maximum rate for the classification; however, an employee hired on or before September 1, 2007, shall not suffer a reduction in pay if his/her rate as of September 1, 2009, exceeds the established maximum.)

Active pay status for purposes herein includes paid sick leave, vacation, physical injury leave, holidays, professional leave, personal leave, bereavement leave, compensatory time, and actual hours worked.

- D. Non-Teaching Staff.

Effective with the first pay of the 2020-2021 program year, eligible employees who have completed one (1) year of service in accordance with subsection A or B of this section and who are between the minimum and maximum rate on their wage schedule shall receive an experience credit advancement equivalent to two percent (2.0%), not to exceed the maximum rate for the applicable position.

Effective with the first pay of the 2020-2021 program year, and in lieu of a 2% increase, all Secretaries who are below the new minimum rate will receive an increase bringing them to the new hourly rate of \$13.00. All other Secretaries will receive a .45 cents increase to their hourly wage.

Effective with the first pay of the 2020-2021 program year, and in lieu of a 2% increase, Instructor Assistants who have pay rates between \$13.01 and \$13.51 will receive a .49 cents increase to their hourly wage.

Effective with the first pay of the 2020-2021 program year, non-teaching staff who were at the maximum on their wage schedule as of the last pay of the 2019 – 2020 program year shall receive a one-time five hundred dollar (\$500) wage equity adjustment in a single payment.

Effective with the first pay of the 2021-2022 program year, eligible employees who have completed one (1) year of service in accordance with subsection A or B of this section and who are between the minimum and maximum rate on their wage schedule shall receive an experience credit advancement equivalent to two percent (2.0%), not to exceed the maximum rate for the applicable position.

Effective with the first pay of the 2021-2022 program year, non-teaching staff who were at the maximum on their wage schedule as of the last pay of the 2020 – 2021 program year shall receive a one-time five hundred dollar (\$500.00) wage equity adjustment in a single payment.

Effective with the first pay of the 2022-2023 program year, eligible employees who have completed one (1) year of service in accordance with subsection A or B of this section and who are between the minimum and maximum rate on their wage schedule shall receive an experience credit advancement equivalent to two percent (2.0%), not to exceed the maximum rate for the applicable position.

Effective with the first pay of the 2022-2023 program year, non-teaching staff who were at the maximum on their wage schedule as of the last pay of the 2021 – 2022 program year shall receive a one-time five hundred dollar (\$500.00) wage equity adjustment in a single payment.

- E. Intervention Specialists, Physical Education Instructor and Speech Language Pathologist (teaching staff).

Effective with the first pay of the 2020-2021 program year, a 1% increase will be added the base rate of the Level 11 Wage Schedule.

Effective with the first pay of the 2020-2021 program year, eligible employees who have completed one (1) year of service in accordance with subsection B of this section and who are between the minimum and maximum rate on their salary schedule shall receive an experience credit advancement to the next step, not to exceed the maximum rate for the applicable position.

Effective with the first pay of the 2021-2022 program year, eligible employees who have completed one (1) year of service in accordance with subsection B of this section and who are between the minimum and maximum rate on their salary schedule shall receive an experience credit advancement to the next step, not to exceed the maximum rate for the applicable position.

Effective with the first pay of the 2021-2022 program year, teaching staff shall receive a one-time two hundred fifty dollar (\$250.00) single payment.

Effective with the first pay of the 2022-2023 program year, eligible employees who have completed one (1) year of service in accordance with subsection B of this section and who are between the minimum and maximum rate on their salary schedule shall receive an experience credit advancement to the next step not to exceed the maximum rate for the applicable position.

Effective with the first pay of the 2022-2023 program year, teaching staff shall receive a one-time two hundred fifty dollar (\$250.00) single payment.

7.033. Change in Wage/Salary Schedule

An employee whose bargaining unit position changes in the following manner shall be compensated as follows:

Promotion. An employee who receives a promotion (movement from one position to another position with a higher minimum rate of pay) shall be placed at the minimum rate on the appropriate schedule or at a rate that grants up to a three percent (3%) increase (not to exceed the maximum for the applicable position), whichever is greater. If the employee's current rate exceeds the maximum for the new classification, he shall retain his current rate of pay.

Reduction. An employee who voluntarily or involuntarily moves into a lower position (position with a lower minimum rate of pay) shall be reduced by three percent (3%) for each level of reduction on the wage schedules.

Lateral move. An employee who voluntarily or involuntarily laterally moves to another position (position with the same pay level), shall retain his existing rate of pay in effect at the time of the move.

Return from Layoff. An employee who returns from layoff to a position other than the position laid off from, where such position is compensated at a lower level, shall be compensated in accordance with the provisions for "reduction" as set forth above. An employee who returns from layoff to a position other than the position laid off from, where such position is compensated at the same level (i.e., level 4, 10 or 11), shall be compensated in accordance with the provisions for "lateral move" as set forth above.

7.034. Educational Credit. Effective with the program year that includes September 1, 2010, any employee on Level 10 who subsequently receives a Master's degree in a field/course of study approved by the Superintendent as relative to his/her current position, shall be afforded an educational credit of one dollar (\$1.00) per hour, not to exceed the maximum Level 10 rate.

7.035. Resident Educator Program

The Ohio Department of Education (ODE) requires the provision of a Resident Educator Program, in which participation is required of all newly-licensed teachers. A resident educator license shall be valid for four (4) years and shall be renewable only for reasons specified by rules adopted by the state board of education.

The Resident Educator Program shall be for four (4) academic years with each year consisting of a minimum of one hundred twenty (120) school days.

Resident educator support shall be provided by a mentor teacher and shall include mentoring to foster professional growth, counseling, and performance-based assessment consistent with the requirements of the state board of education and Board policy.

1. Definitions

- a. Mentor Teacher - a teacher who holds a lead professional educator license and provides a formal program of support (mentoring, counseling and performance assessment) to resident educators (teachers). A mentor teacher will not provide mentoring/support to more than two (2) resident teachers at any one time.
- b. Resident Educator (Teacher) - a teacher in the first four (4) years of employment under Resident Educator license, including any extension authorized by the state board of education, and who is subject to assessment under the authority of the state board of education as to competency in order to be granted a professional license. A resident teacher will be provided a formal program of support by a Mentor Teacher.

2. Responsibilities

The resident teacher and mentor teacher shall follow state board of education requirements and the most recently adopted administrative procedure and Board adopted policy.

To the extent possible, the Board will comply with changes to applicable law in a timely manner.

3. Compensation

- a. All teachers who are utilized as active mentors for the resident educator program shall be compensated at a flat rate of the result of multiplying the nine (9) month salary schedule in effect that year at the Bachelor column 0 experience times 0.04.
- b. All active mentor teachers shall receive their total compensation in two lump sums, with one half being included in the last check of each semester. Service of less than a full semester shall be prorated each semester.
- c. If an employee is assigned the role of Program Coordinator the employee will be paid at a rate of six hundred seventy dollars (\$670.00) per school year.

7.036. Supplemental Duties

- A. Definition. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the employee's regular duties.
- B. For the purpose of this section, supplemental duties shall include, but not be limited to:
 1. Music Instructor
Salary 0.03 of the 9 month BA Bachelor step 0 base per program year.

2. Adult Program Specialist assigned to work outside of the defined work day: Compensation based upon actual time worked; straight time up to and including forty (40) hours of work per week, time and one-half (1 1/2) for actual hours worked in excess of forty (40) hours of work in a work week.
3. Behavior Intervention Trainer for Board approved certified behavior intervention programs.

Salary six hundred dollars (\$600.00) per program year for training conducted during regular assigned work hours. Training hours outside of regular assigned work hours shall be compensated at the rate of twenty dollars (\$20) per hour.

All new employees shall begin behavior intervention training within thirty (30) days of employment, provided a behavior intervention trainer is available:

- a. Training will be scheduled in advance and may be scheduled within or outside of the trainer's regular work hours, except that training outside of regular work hours shall be voluntary by rotation.
- b. A behavior intervention trainer shall be available as a consultant for staff regarding specific situations involving student or adult enrollees on an on-going basis.

The first half of the supplemental pay shall be made by the first paycheck in January and the remainder shall be paid by the first paycheck in July.

7.04. Change in Column Placement (Teachers/Language Development Specialist/Adult Program Specialist)

- A. Any column on any wage/salary schedule indicating "Plus Hours (i.e. +5, +10, +20 etc.)" shall mean semester hours.
- B. Employees must receive prior written approval from the Superintendent in order to have any coursework apply for additional salary credit. The Superintendent's approval shall be in writing and shall be final. Said approval shall be logical and not arbitrary or capricious.
- C. The courses must be courses in the area of developmental disabilities or related to the employee's position description.
- D. Any courses taken to gain initial certification for employment continuation for those employees on a temporary certificate shall not be counted.
- E. Changes in column placement shall become effective each September and January of each program year.

- F. A Master's Degree must be a recognized special education major or other Master's Degree related to a bargaining unit position. The courses required to go from BA + 15 to Masters do not need to necessarily be special education, an employee may go directly from BA to Masters.

7.05. Pay Plan

7.051. Pay Schedule. All members of the bargaining unit shall be paid in accordance with the pay schedule implemented by the County Auditor for all Mahoning County employees. Until such time as the existing pay schedule is altered by the County Auditor, the regular pay day for members of the bargaining unit shall be on every other Friday.

Pay checks will be made available in each building before 11:00 a.m. under normal circumstances and will be enclosed in individual envelopes, until such time the County Auditor institutes a mandatory direct deposit procedure for all County employees.

1. Pay checks may be distributed to each employee.
2. The employee may receive his/her paycheck by visiting the building office.
3. Employees may elect to have electronic transmission of paychecks to his/her bank, if available through the County Auditor's office.

7.052. Mailing of Pay Checks. Prior to the final week of school, school employees will have the option of electing to have their paycheck mailed or picked up at the school building between the hours listed in Section 7.051, until such time the County Auditor institutes a mandatory direct deposit procedure for all County employees. Employees electing to have their paychecks mailed shall provide the school office with sufficient self-addressed legal-sized stamped envelopes prior to the last work day. The Board assumes no liability regarding U.S. mail service other than to assist in stopping payment of a lost check after five work days after employee notifies the Board of loss and with the assistance and cooperation of the affected employee, which includes signing County Auditor forms and a possible delay in receiving a replacement check.

7.053. Pay Information. Subject to the payroll practices and procedures of the Mahoning County Auditor, the pay stub of each employee's pay check/pay advisement shall reflect the ending date of the pay period, the date of check issuance, the net pay received by the employee for the pay period, the total hours the employee was on active pay status during the pay period any deductions from the employee's earnings during the pay period, the employee's gross earnings to date, along with the cumulative deductions to date for withholding tax, state tax, city tax, retirement contributions, and any other employee-authorized deduction.

7.054. Additional Information. The employee's accumulated credit for sick leave, personal leave, and vacation leave to date shall be provided to employees on each pay date. If the payroll practices and procedures of the Mahoning County Auditor permit, this information shall be reflected on the pay stub of the employee's paycheck. If the payroll practices and procedures do not permit such information to be included on the pay stub, the Employer shall provide a reliable

record of the information on each pay date for the employee. If needed, the Employer will support the accuracy of the record as provided by the Business Manager.

7.055. Pay Date During Program Closing. In the event the scheduled pay date falls on a day the Program is closed, the pay checks shall be issued on the last day of work before the closing or in accordance with the payroll practice of the County Payroll Office.

7.056. Termination Pay. In the event an employee's employment is terminated by either party during the work year, at the option of the employee, any salary due the employee shall be paid upon the Board's official action.

7.057. Payment Upon Death. Severance pay benefits for a member of the bargaining unit eligible for benefits who dies while on active service or on an approved Leave of Absence, shall be paid to the estate of the employee.

7.06. Payroll Deductions

If the County Payroll Office can accommodate employee request(s), the Board shall provide to employees all payroll deductions provided during the last previous work year which shall include but shall not be limited to deductions for payment of the following:

- Association Dues
- Tax-Sheltered Annuities
- Cancer Care Insurance
- Intensive Care Insurance
- Credit Union Payments
- United Appeal Contributions
- Savings Bonds
- Fund for Children and Public Education (FCPE contribution)

7.07. Severance Pay

7.071. Provision for Severance Pay

A. An employee who has attained ten (10) years of service credit with the MCBDD and who retires from service with the MCBDD (see 7.073) shall receive a severance payment equal to thirty-five percent (35%) of a maximum of one thousand nine hundred twenty (1920) hours of accumulated sick leave at the employee's hourly rate equivalent upon severance.

The maximum payment under this provision shall be for six hundred seventy-two (672) hours (.35 x 1920).

B. An employee who retires from service (see 7.073) with the MCBDD with less than ten (10) years service credit with the MCBDD shall receive a severance payment equal to one-quarter (1/4) of a maximum of one thousand two hundred (1200) hours at the

employee's hourly rate equivalent upon severance. The maximum payment under this provision shall be for three hundred (300) hours.

7.072. Payment of Severance Pay. Said payment shall be a lump sum, one-time-only payment which shall be paid to the employee within one year of the effective date of severance.

7.073. Retirement Defined. Retirement shall be defined to mean eligibility, as established by STRS or PERS for retirement benefits and application to STRS or PERS for retirement benefits.

7.074. Deductions. No STRS or PERS deductions shall be withheld from the Severance Pay; and the acceptance of Severance Pay shall eliminate all Sick Leave credit accrued by the individual up to that time, and such credit may not be transferred to any other institution.

7.075. Elimination of Accrued Sick Leave. Severance payment shall eliminate all accrued sick leave to the employee's credit.

7.08. Employee Reimbursement

7.081. Mileage Reimbursement. The Board shall pay a mileage reimbursement at the current IRS rate per mile to any employee who must travel between buildings or into the community during the work day in order to fulfill his/her assigned duties. Application to the County Auditor for reimbursement shall be made within fifteen (15) days of the employee's application.

Reimbursement shall be contingent upon the immediate supervisor approving travel and the employee verifying mileage as necessary and on behalf of the Board. Additionally, mileage reimbursement forms should be submitted within thirty (30) calendar days of the travel; however, they must be submitted not later than ninety (90) calendar days following the travel, unless the Superintendent has authorized additional time for submission of the form.

7.082. Employee's Property Reimbursement. In the event an employee's corrective lenses, hearing aid, dental appliances, dentures, prosthetic devices, or clothing are damaged by a program enrollee, an incident report shall be filed with the employee's immediate supervisor within two (2) workdays of the incident, unless the employee, for medical reasons, is unable to do so.

An estimate of the repair or replacement by a recognized repair service will be filed with the Superintendent's office. The Superintendent shall submit the report and estimate to the Board which will reimburse the employee fifty percent (50%) of the actual repair or replacement cost to a maximum of two hundred dollars (\$200) for clothing, and the actual repair or replacement cost to a maximum of five hundred dollars (\$500) for corrective lenses, hearing aid, dental appliances, dentures, and prosthetic devices where it is determined by management to be a clear case of work-related damage.

7.09. Employee Insurances

Teaching Employees: In order to be eligible for insurance, an employee must be employed for at least thirty (30) hours per week.

Non-Teaching Employees: In order to be eligible for insurance, an employee must be employed for at least twenty-seven and one-half (27.5) hours per week.

Any employee contribution for health insurance coverage shall be by automatic payroll deduction.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information

Medical

A. The Board will pay 88% of the premium and the employee will pay 12% for full-time employees. The Board will pay 82% of the premium and the employee will pay 18% for 27.5 hour/week employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of (\$50,000) for each 9-month or 12-month employee in active pay status.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Dental Insurance

The Board shall provide dental coverage and pay 88% of the premium and the employee will pay 12% for fulltime employees. The Board will pay 82% of the premium and the employee will pay 18% for 27.5 hour/week employees.

Section 125 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

Vision

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance. The Board will pay 88% of the premium and the employee will pay 12% for full-time employees. The Board will pay 82% of the premium and the employee will pay 18% for 27.5 hour/week employees.

Premium Holidays: If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Spousal Coverage: Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

Same Sex Marriage: If state or federal law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

Continuation of Insurance Coverage During Leave. The Board shall permit all members of the bargaining unit who have been granted unpaid leaves of absence to remain in the Employee Insurance Group for all coverages provided by the Program at the employee's expense for the duration of said unpaid leave. Insurance coverage for members of the bargaining unit who have been granted paid leaves of absence and/or Family and Medical Leave shall continue to be provided at the Board's expense. This section will be in effect on an individual employee basis so long as the individual employee meets the eligibility requirements of the carrier.

Continuation of Health Plan Coverage While Receiving Worker's Compensation. A participating employee who has completed one (1) year of service or more, has been on active pay status for at least six (6) months of the previous twelve (12) months, and is approved for a lost time claim under Worker's Compensation shall be eligible for continued Health Plan coverage under the Board Group Insurance Plan, in accordance with this Section. The Boards' contribution toward the monthly cost of coverage shall be continued for a period not to exceed six (6) months, inclusive of any time spent on Physical Injury Leave or FMLA.

Hepatitis Procedure

Hepatitis: If needed, the Board shall provide for inoculation for Hepatitis B through a certified practitioner designated by the Board. The cost of the inoculation shall be the Employer's.

ARTICLE VIII **LAYOFF PROCEDURE**

8.01. Definition of Layoff

A layoff shall have occurred when the Board reduces its work force or abolishes bargaining unit positions/classifications.

8.02. Reasons for Layoff

1. a. Reduction of student enrollment sufficient to cause a reduction in funding by the ODDD or ODE in any school year.
- b. Reduction of adult enrollment sufficient to cause a reduction in the number of employees required by current ODDD rule.
2. Reorganization of the school, adult service centers or other programs due to a lack of funds or changes in program requirements from the Department of Education or the Ohio Department of DD, reduction of the provision of services, job abolishment.
3. Return of a bargaining unit employee from a leave of absence.
4. Lack of Funds:
 - a. Failure of a current or new tax levy;
 - b. A decrease in funding from the Department of Education or Ohio Department of DD in any year. Any reduction in force would be commensurate with the reduction in funding.
 - c. Projected current year expenses exceed projected current year revenues.

Funds from operating revenues shall not be unreasonably diverted to Capital Improvements (Facility Maintenance and Capital Projects) in excess of the long term plan. Diversion due to emergency or catastrophe shall not be construed as unreasonable.

8.03. Seniority/Position Rights/Order of Seniority

The Employer shall determine the departments, the number of employees, the positions/classifications, including job status (full-time or part-time), to be affected by any reduction or abolishment (layoff).

All layoffs shall occur based upon position/classification seniority in accordance with the seniority provisions contained in Article VI of the Master Agreement between the parties.

8.04. Implementation of Layoff

A. At least forty-five (45) calendar days prior to the implementation of a layoff, the Employer will meet with the Association to discuss the need for the reduction and to obtain input.

B.

1. School Employees (excluding Developmental Specialist/Evaluator Employees): The least senior bargaining unit employee(s) in the position(s)/classification(s) to be reduced and the designated Association President shall receive a layoff notice mailed by certified mail or hand delivered and signed for in lieu of certified mail, on or before April 30th of the effected year.
2. All Other Employees: The least senior bargaining unit employee(s) in the position(s)/classifications to be reduced shall be issued a layoff notice mailed by certified mail, return receipt requested, at least fifteen (15) calendar days prior to the effective date of the layoff. The notice may be hand delivered and signed for in lieu of certified mail. The designated Association President shall be provided a copy.

C.

1. Notice of intent to layoff shall consist of notice in writing detailing one or more reasons in this Agreement, hand-delivered with a receipt or mailed by certified mail, return receipt requested. Detailing shall mean a written explanation.
2. If hand-delivered and certified mail fail to effect notification, fifteen (15) calendar days after initial documented attempts fail, the employee will be considered to be automatically laid-off. All notices shall include an effective date deciding a layoff.
3. Constructive receipt by the Employer for any correspondence shall be construed to be the delivery date to the Superintendent or designee, either hand-delivered or the date of the certified mail, (return -receipt requested).
4. Constructive receipt by the employee shall be construed to be the delivery date by the Board to the designated employee, hand-delivered or the date of the certified mail, (return receipt requested).

D. The affected bargaining unit employee(s) shall have fifteen (15) calendar days from Board notification of layoff to the employee to exercise his/her grievance rights by expedited binding arbitration, in accordance with the rules and regulations of the American Arbitration Association and Section 3.09 through 3.13 of the Master Agreement.

E. During the implementation of a layoff, no transfer or reclassification shall occur that will cause a more senior employee to be laid-off before a less senior employee. However, reassignment of remaining employees may be necessary following said implementation.

E. An employee who has been laid off shall have fifteen (15) calendar days from the date of notification of layoff to advise the Board in writing, by hand delivery with a receipt or by certified mail, return receipt requested, to the Human Resources Office of other positions within the bargaining unit for which they are qualified and would like to be considered for during the applicable recall period (expression of interest). Reemployment into a

position other than the position the employee was originally laid off from shall be considered a “return” and not a recall.

8.05. Notification and Recall or Return

- A. **Recall.** All laid-off bargaining unit employees shall, when applicable, be recalled in reverse order of position seniority, (i.e. most senior laid-off employee is first recalled).
- B. **Return.** If an affected position(s) is vacated as a result of retirement, death, or voluntary resignation, and there is no recall list for that position, it shall not be filled from the outside prior to offering it to the most senior eligible person on layoff from another position employees who expressed an interest in the position at the time of layoff (eligible for the purposes of this article shall have the same meaning found again in Article 8.05, C, (#4) by sending notice of vacancy by certified mail return receipt requested to all affected and qualified laid off. Any employee shall have fifteen (15) calendar days from notification by the Board to indicate their desire to be considered, and to present to the Board their credentials. The Board will mail a courtesy notice to the president of the Association. Failure to notify the president will not affect any layoff.
- C.
1. Constructive receipt by the Employer for any correspondence shall be construed to be the delivery date to the Superintendent or designee, either hand-delivered or the date of the certified mail, (return receipt requested).
 2. Constructive receipt by the employee shall be construed to be the sending date by the Board to the designated employee, hand-delivered or certified mail, return receipt requested.
 3. The employee must physically return to work within thirty (30) calendar days of recall notice being received, unless extended by mutual agreement.
 4. It shall be the employee's responsibility to maintain or be eligible to acquire minimum job description requirements during the layoff period and document this maintenance or eligibility prior to returning to work. Laid off employees shall have the opportunity to attend board sponsored in-services at no cost.
 5. Recalled employees' salary and benefits shall be those contained in the negotiated agreement, and thereafter as negotiated.
 6. It shall be the employee's affirmative duty to ensure that the Board, through the Payroll Department, is kept up to date as to the employee's current address and telephone number. Failure to do so shall relieve the Board of any duty to search for the employee.
 7. Notice of recall shall be sent certified mail, return receipt requested. If documented attempts to notify the employee fail after fifteen (15) calendar days of attempts, no further requirement shall rest with the Board and no further

entitlements exist in favor of the employee. The employee shall be considered to have abandoned his/her position of employment.

8. The employee must respond in writing, verified by either date stamp of the Board or certified mail, return receipt requested, of accepting the recall within fifteen (15) calendar days of receipt, or lose all recall rights.
- D. An employee who is laid-off shall have first claim over his/her former position, or any other vacant position for which he is qualified and has timely expressed an interest, and which does not have higher minimum qualifications than his/her former position. (Defined in 8.05 C [4]). An employee who accepts return to a position other than his/her former position shall retain recall rights to his/her former position subject to the limitations of Sections 8.05 B., C. 8 and Section 8.05 E. of this Agreement.

For purposes of this article, Section 5.08 of the Master Agreement shall define vacancies, posting, qualifications, notice, and bidding, with the understanding that a qualified laid-off employee will be given sole consideration prior to accepting applications from the outside.

- E. This recall procedure shall remain in effect until all employees on layoff status have been recalled, retired, voluntarily resigned, or abandoned recall, or two (2) years from the effective date of the reduction.
- F. Any employee who refuses an alternate position in accordance with (D) shall be maintained on layoff status for his position in accordance with (E) above.

8.06. Limitations

- A. No new hire shall be employed in a bargaining unit position until all eligible, laid-off employees have been offered such position in accordance with the above.
- B. No transfer, reassignment, or reclassification shall be made during a period of layoff solely for the prevention of the recall of an otherwise eligible employee on layoff status, according to Section 8.02 Reasons.
- C. No current, non-bargaining unit employee shall be assigned to fill a bargaining unit position while an eligible employee remains on layoff status.
- D. Eligibility for bargaining unit positions shall not be upgraded by the Mahoning County Board of Developmental Disabilities to prevent the recall of a laid-off employee.

8.07. Layoff Rights

- A. An employee on layoff status shall have the following rights:
 1. The right to continue receipt of group insurance(s) coverage(s) at the Employer's rate.

2. The right to maintain years of service and seniority credit during layoff.
3. The right to be notified by the Superintendent/designee of all postings for bargaining unit positions in accordance with 5.082 and 8.05 of the Master Agreement.
4. Laid-off employees shall, if they request, be placed upon the substitute list for only positions for which they meet or are eligible to acquire minimum job description requirements, in descending order of seniority (i.e., most senior laid-off employee, then next most senior laid-off employee, etc.).

Laid-off employees shall be first to receive an offer of long-term substitute positions. Long term substitute positions are defined as an assignment for one working month or twenty working days, or longer. Refusal or acceptance of such an offer shall not forfeit their recall rights.

5. An employee who has been laid-off in compliance with the negotiated agreement shall be entitled, at their discretion, to:
 - a. maintain 100% credit of accrued, but unused sick leave, or
 - b. receive a per-diem payment equal to one-fourth (1/4) of their accumulated but unused sick leave balance. The remaining three-fourths (3/4) shall remain as credit.

The employee must constructively notify the MCBDD within ninety (90) calendar days of notice of layoff of their intent to receive payment. Otherwise it will be assumed that the employee has elected to maintain his/her accrued balance of sick leave.

- B. The Board agrees that it will not challenge an unemployment claim if a bargaining unit employee has not been offered an equivalent bargaining unit position during layoff. (It is understood that this does not guarantee that the unemployment compensation office will honor the claim).

ARTICLE IX **EFFECTS OF THE CONTRACT**

9.01. No Reprisals

9.011. Association Activities. The Board and the Administration agree that there shall be no reprisals taken against the members of the bargaining unit for action taken relative to negotiations, and/or membership representation, and/or holding office in the Association, and/or the formal filing of a grievance.

9.012. Non-Membership. The Association agrees that it shall take no reprisals against any member of the Board or Administration for action(s) taken relative to negotiations or against any employee for non-membership in the Association.

9.013. Strike-Related Activities. During the term of this Agreement, the Association shall not strike beyond its authority to do so as provided in ORC 4117.

9.02. Amendment

This Agreement may not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both parties.

9.03. Severability

9.031. Statutory Compliance. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make proposals on any subject within the scope of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein, and the parties agree this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

Except as otherwise specifically provided in the written provisions of this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the school and adult service centers as prescribed by law. All prior negotiated agreements not contained herein, and all prior practices, rules, or regulations not contained herein shall not be binding upon the parties to this Agreement.

9.032. Validity of Agreement. The Board and the Association agree that all items in this Agreement which supersede applicable state law and which may permissibly do so under ORC 4117.01 (A) shall not be affected by this article.

Should any clause of this Agreement be held to be in violation of the law by a court of competent jurisdiction, then that clause of the Agreement shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.

9.033. Renegotiation of Invalid Provision. Any provision of this Agreement which is deemed contrary to law by the court of competent jurisdiction shall be the subject of bargaining by both parties within fifteen (15) work days after said finding is rendered. Bargaining is expressly limited to the provision deemed contrary to law. Should the bargaining subject to this provision reach impasse, the dispute resolution procedure contained in this contract shall apply.

9.034. Disagreement. The parties agree to subject an invalid provision to good faith bargaining for a period of fifteen (15) work days.

9.04. Conflicts

9.041. Employee Compliance with Policy, Rules and Regulations. It is understood that all members of the bargaining unit shall continue to serve under the direction of the Superintendent and in accordance with Board and Administration policies, rules and regulations not specifically amended by this Agreement.

9.05. Maintenance of Standards Provision

During the duration of this contract, the Board shall maintain all terms, conditions, and benefits of employment included within this contract at not less than the level in effect as of the effective date of this contract.

9.06. Duplication and Distribution

As soon as is reasonably possible after the Parties have reached agreement, the Administration shall reproduce copies of the negotiated Agreement, and distribute a copy to all members of the bargaining unit in 5 x 8 booklet form and fifty (50) additional copies. Employees hired thereafter shall also be furnished with a copy. Any subsequent revisions or amendments made prior to the expiration of this Agreement shall be reproduced in entirety and distributed to all members of the bargaining unit. The expenses of all reproduction shall be borne by the Board.

9.07. Duration

This contract shall be effective at 12:01 a.m. on the date of execution by the parties or implementation, and shall remain in full force and effect through midnight of August 31, 2023.

This Agreement between the parties is entered into on 07/09/2020 and attested to by representatives whose signatures appear below:

FOR THE EMPLOYER

FOR THE MEADD

Bill Whitacre
Kelli Bohun

Michelle Harford
Jucki Absh

APPENDIX A
WAGE SCHEDULES

Commencing with the first pay of the 2020-2021 program year through August 31, 2023.

Level	Position/Classification Title	Minimum	Maximum
1	Secretary	13.00	19.50
2	Instructor Assistant	13.50	22.36
3	Adult Program Specialist	12.83	22.16
4	Adult Program Specialist +10 hours	13.25	22.82
5	Adult Program Specialist + 20 hours	14.80	23.52
6	Part-Time Licensed Practical Nurse (part-time L.P.N.) Licensed Practical Nurse (L.P.N.)	16.85	24.27
7.	Physical Therapy Assistant (P.T.A.)	17.00	26.50
8	Registered Nurse (R.N.) Developmental Specialist Habilitation Coordinator	18.05	33.84
9	Habilitation Coordinator +60 hours	16.45	25.15
10	Speech Language Pathologist – E.I.	28.25	38.85

**APPENDIX A
LEVEL 11 WAGE SCHEDULES**

Intervention Specialists, Physical Education Instructor, Speech Language Pathologist

Commencing with the First Pay Period of the 2020-2021 Program Year through August 31, 2023.

Step	BA	Hourly Equivalent	Bi-weekly Pro-rated	BA + 15	Hourly Equivalent	Bi-weekly Pro-rated
0	\$34,512	\$25.4138	\$1,327.38	\$36,532	\$26.9013	\$1,405.08
1	36,112	26.5920	1,388.92	38,132	28.0795	1,466.62
2	37,712	27.7703	1,450.46	39,732	29.2577	1,528.15
3	39,312	28.9485	1,512.00	41,332	30.4359	1,589.69
4	40,912	30.1267	1,573.54	42,932	31.6141	1,651.23
5	42,512	31.3049	1,635.08	44,532	32.7923	1,712.77
6	44,112	32.4831	1,696.62	46,132	33.9705	1,774.31
7	45,712	33.6613	1,758.15	47,732	35.1487	1,835.85
8	47,312	34.8395	1,819.69	49,332	36.3270	1,897.38
9	48,912	36.0177	1,881.23	50,932	37.5052	1,958.92
10	50,512	37.1959	1,942.77	52,532	38.6834	2,020.46
11		38.3741			39.8616	

	52,112		2,004.31	54,132		2,082.00
12	53,712	39.5523	2,065.85	55,732	41.0398	2,143.54
13	55,312	40.7305	2,127.38	57,332	42.2180	2,205.08
14	56,912	41.9087	2,188.92	58,932	43.3962	2,266.62

APPENDIX A
LEVEL 11 WAGE SCHEDULES

Intervention Specialists, Physical Education Instructor, Speech Language Pathologist Commencing with the First Pay Period of the 2020-2021 Program Year through August 31, 2023.

Steps	MA	Hourly Equivalent	Bi- weekly Pro- rated	MA + 20	Hourly Equivalent	Bi-weekly Pro-rated
0	\$38,047	\$28.0169	\$1,463.35	\$39,562	\$29.1325	\$1,521.62
1	39,647	29.1951	1,524.88	41,162	30.3108	1,583.15
2	41,247	30.3733	1,586.42	42,762	31.4890	1,644.69
3	42,847	31.5515	1,647.96	44,362	32.6672	1,706.23
4	44,447	32.7297	1,709.50	45,962	33.8454	1,767.77
5	46,047	33.9080	1,771.04	47,562	35.0236	1,829.31
6	47,647	35.0862	1,832.58	49,162	36.2018	1,890.85
7	49,247	36.2644	1,894.12	50,762	37.3800	1,952.38
8	50,847	37.4426	1,955.65	52,362	38.5582	2,013.92
9	52,447	38.6208	2,017.19	53,962	39.7364	2,075.46
10	54,047	39.7990	2,078.73	55,562	40.9146	2,137.00

11	55,647	40.9772	2,140.27	57,162	42.0928	2,198.54
12	57,247	42.1554	2,201.81	58,762	43.2710	2,260.08
13	58,847	43.3336	2,263.35	60,362	44.4492	2,321.62
14	60,447	44.5118	2,324.88	61,962	45.6274	2,383.15

APPENDIX B
MAHONING EDUCATION ASSOCIATION OF
DEVELOPMENTAL DISABILITIES
GRIEVANCE FORM

Step _____

Name of aggrieved person(s): _____

Assignment _____ Building: _____

Date Grievance Occurred: _____

Date of informal discussion with appropriate supervisor (within 45 calendar days of occurrence):

Reason why grievance is being filed at this step: _____

A. Concise statement of the facts upon which this grievance is based and a reference to the specific provisions of the agreement allegedly violated, misinterpreted, or misapplied (if additional space is needed, attach separate sheet):

B. Concise statement of Resolution/Relief Sought (if additional space is needed, attach separate sheet):

Signature of Grievant

Date

APPENDIX C
MAHONING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
PHYSICAL INJURY LEAVE

Name of Employee _____

Assignment _____ Building: _____

Date of Injury _____ Approximate Time of Injury _____ am/pm

Place of Occurrence _____

Name of person causing injury _____

Nature of personal injury: _____

Medical attention was required: _____ Yes _____ No

If medical attention was required, is a statement by the attending physician attached?
_____ Yes _____ No

The anticipated duration of leave is from _____ to _____.
Date Date

THIS INCIDENT WAS REPORTED TO: _____ Supervisor
ACTION HAS BEEN TAKEN BY: _____ Administrator

If checked, please describe the action taken: _____

Briefly describe incident: _____

Incident could have been prevented or alleviated if: _____

The incident was reported to the supervisor by: _____

Name of Employee

Date

APPENDIX D
MAHONING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
PERSONAL PROPERTY DAMAGE

Name: _____

Date: _____

Items(s) Damaged: _____

Date of Incident: _____

(Attach Copy of Incident Report)

Total Cost of Replacement/Repair: \$_____

(Provide documentation, i.e., receipts to replace, cost of repair, etc.)

Employee

Date

----- FOR OFFICE USE ONLY -----

___ Approved Amount \$_____

___ Disapproved

Superintendent

Date

Form must be filed with the Superintendent's Office.

Employee should retain a copy.

APPENDIX E
MAHONING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
VACANCY BIDDING FORM

Employee's Name _____

Present Bargaining Unit Position _____

Building _____

Type of certification(s) held or eligible to hold (if applicable)

Vacancy bid on (Specify bargaining unit position and building)

Employee Signature

Date of Bid

Administrator's Signature

Date Received

APPENDIX F
MAHONING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
HEPATITIS FORM

I. Physician Section

___ I, _____, have sought the advice of a physician.

___ I, _____, have not sought the advice of a physician for the following reason(s):

II. Screening and/or Inoculation Section

___ I have been screened and inoculated for HBV.

___ I have not been screened and inoculated for HBV.

___ I have been screened and chose not to be inoculated at this time for the following reason(s):

III. Training Section

___ I have been given in-service training on HBV.

IV. I have attached proof of costs which amount to \$_____ for HBV screening and/or inoculation.

Signature _____ Date _____

(Any written reason rejected by the Superintendent may be taken to arbitration in accordance with Article 3, Grievance Procedure.)

APPENDIX G
MAHONING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
MEMORANDUM OF UNDERSTANDING -ADULT SERVICES TRANSITION PERIOD

AMB/KMK 2/21/18

MEMORANDUM OF UNDERSTANDING

This agreement (hereinafter "Agreement") is made and entered into this 28th of February, 2018, by and between the Mahoning County Board of Developmental Disabilities (hereinafter "MCBDD"), and the Mahoning Education Association of Developmental Disabilities, Unit A, (hereinafter "UNION") regarding the Collective Bargaining Agreement by and between MCBDD and UNION as identified in SERB CASE NO. 2015-MED-05-0573.

- MCBDD operates adult day centers at the following locations: 1) Bev MASCO on Bev Road in Boardman, 2) Centre at Javit Court in Javit Court in Austintown, and 3) Meshel MASCO on Marwood Circle in Boardman (collectively, "Adult Day Centers").
- MCBDD has been a recipient of federal funds which it has used to provide direct waiver services to its client base.
- Due to changes in federal Medicaid/Medicare regulations, in the future MCBDD will be prohibited from directly providing waiver services to its client base.
- The changes referenced above will affect the operations of the Adult Day Centers. Practically, this means that in the future, MCBDD will cease to directly provide the operations at all Adult Day Centers. It is estimated that MCBDD will cease all operations at the Bev Road location sometime in the summer of 2018. Additionally, no sooner than September 1, 2018, MCBDD will cease to directly provide operations at the Meshel MASCO location. Then, at some later undetermined date, notice of which MCBDD will provide to the UNION once finalized, MCBDD will cease to directly provide operations at the Centre at Javit Court location.
- As a result, there will be a transition period where MCBDD will phase-out its direct provision of the operations at the Adult Day Centers and will contract with non-profit provider(s) to provide the waiver services to MCBDD's client base at the Adult Day Centers.
- One of the non-profit providers is MASCO aka MASCO, Inc., an Ohio non-profit corporation (hereinafter "MASCO").
- The practical result of the transition, which, as stated above, is due to federal action, is that a number of UNION positions will be abolished.
- During the transition period, it is anticipated that UNION employees will separate from MCBDD employment for a variety of reasons (e.g., voluntary separations, retirements) thereby creating vacancies in certain positions (such separations are hereinafter referred to as "Vacancies").

- Vacancies, including ones existing prior to execution of this Agreement and that have not yet been filled, will be posted and filled according to the terms of the Collective Bargaining Agreement by and between MCBDD and UNION as identified in SERB CASE NO. 2015-MED-05-0573. The filling of a Vacancy will not result in the hire of a new bargaining unit member.
- If a UNION member(s) bids on a Vacancy and is not chosen through the bidding process to fill the Vacancy, then MCBDD will consider Union seniority and will implement involuntary reassignments of UNION member(s) to meet operational needs. It is anticipated, but not guaranteed, that the involuntary reassignments will be to the Centre at Javit Court and Meshel MASCO locations.
- Any Vacancies not filled by Union members after the above procedure will be considered "Resulting Vacancies." As Resulting Vacancies occur, the parties agree that the persons hired to fill such Resulting Vacancies will be hired by MASCO and not MCBDD.¹
- The parties acknowledge that there may be points in time during the transition period when UNION members will be working alongside with MASCO employees. The parties agree that during these points in time, issues concerning the supervision and evaluation of UNION members will be covered by the Collective Bargaining Agreement by and between MCBDD and UNION as identified in SERB CASE NO. 2015-MED-05-0573.
- Within thirty (30) days of the mutual execution of this Agreement, the parties also agree to file a Joint Petition for Amendment of Certification to clarify the description of the bargaining unit with the State Employment Relations Board so as to specifically add the following as an exclusion to the bargaining unit: "any and all individuals hired by MASCO in any positions listed from Unit A following Resulting Vacancies as defined in, and pursuant to the terms of, the *February 28, 2018* Memorandum of Understanding between the parties." A draft of the Joint Petition for Amendment of Certification is attached hereto as Exhibit A. The Petition will be processed in accordance with applicable rules and regulations.
- As mentioned above, the transition will result in the abolishment of a number of UNION positions, which will result in the layoff of UNION members. To assist UNION members that are laid off due to the transition, MCBDD is offering one-

¹The parties acknowledge that any available recall opportunities will be filled according to the terms of the Collective Bargaining Agreement by and between MCBDD and UNION as identified in SERB CASE NO. 2015-MED-05-0573. The parties also acknowledge that recall opportunities will take priority over any hiring of employees by MASCO to fill Resulting Vacancies.

time lump sum payouts. A more detailed description of the lump sum payouts, eligibility criteria, and timeline for payouts is set forth on Exhibit B.

- It is agreed that this Agreement is on a non-precedent setting basis and that no party will use this Agreement for any purpose including, but not limited to any arbitration; or other legal proceeding except one involving the enforcement of this Agreement.
- This Agreement is not an admission on the part of any party of any liability whatsoever or that either party has acted improperly or unlawfully.
- This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- Any violations of this Agreement shall be subject to the grievance/arbitration provisions contained in the parties' collective bargaining agreement.
- Each party has read this Agreement, fully understands the Agreement, and has signed it of its own free will.

Memorandum of Understanding Signatures:

MAHONING COUNTY BOARD
OF DEVELOPMENTAL
DISABILITIES

William Whitacre
William Whitacre Date 2/28/18
MCBDD Superintendent

William Bagnola 2/28/18
William Bagnola Date
Director of Human Resources,
MCBDD

MAHONING EDUCATION
ASSOCIATION OF
DEVELOPMENT
DISABILITIES, Unit A

Sherri Fowler 2-28-18
Sherri Fowler Date
Title: DEA LRC

Michelle Haniford 2/28/18
Michelle Haniford Date
President, MEADD, Unit A

APPENDIX H
MAHONING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
MEMORANDUM OF UNDERSTANDING - NURSING SERVICES

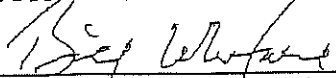
MEMORANDUM OF UNDERSTANDING
between the
MAHONING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
and the
MAHONING EDUCATION ASSOCIATION OF DEVELOPMENTAL DISABILITIES
(Nursing Staff Assignments)

The parties to this Memorandum of Understanding (hereinafter referred to as "MOU") shall be the Mahoning County Board of Developmental Disabilities Unit B (hereinafter referred to as "MEADD" or the "Association").

The Board and MEADD do hereby agree to the following:

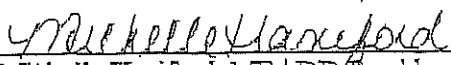
1. The employee in one (1) of the full-time LPN positions at LKS recently retired. Before filling the vacancy, the Board gathered data on/analyzed Nursing services/staff ratios at the Center at Javit and LKS.
2. The data showed a reduction in attendees at the Center at Javit and therefore could operate with one (1) part-time LPN, instead of two (2), in addition to the full-time RN position. Data gathered regarding student needs indicated that LKS could operate with two (2) fulltime LPN's and one (1) part-time LPN.
3. In light of the above, the Board will not fill the full time LPN vacancy at LKS. Instead, one (1) part-time LPN from the Center at Javit will transfer over to LKS, effective ten (10) days after notification.
4. When the Center at Javit closes, the Board will eliminate the part-time LPN position at LKS and replace it with a full-time RN position. At that time, the full-time RN from the Center at Javit will transfer over to LKS.
5. If the center at Javit does not close by December 31, 2021, the parties for the Board and Association shall reconvene prior to the end of the calendar year, for the purpose of returning the 3 full time LPN positions at LKS, as addressed in #4 above of this MOU.
6. The provisions of this MOU are applicable only for the specific instance and circumstance addressed herein and do not establish a precedent in future situations.

FOR THE BOARD:


Bill Whitacre, Superintendent

1/16/2020
Date

FOR THE ASSOCIATION:


Michelle Hamford, MEADD President

1/16/2020
Date

APPENDIX I

MEMORANDUM OF UNDERSTANDING
between the
MAHONING COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
and the
MAHONING EDUCATION ASSOCIATION OF DEVELOPMENTAL DISABILITIES
(MEADD Unit A - Association)
(COVID-19)

WHEREAS, Ohio Governor Mike DeWine has declared a state of emergency due to the pandemic novel coronavirus (COVID-19) affecting the state and nation; and

WHEREAS, the Board and the Association desire to continue to provide services to the intellectually and developmentally disabled persons served by the Board in the safest, most effective and efficient way possible during the state of emergency; and

WHEREAS, in order to continue to offer such services, the parties desire to amend certain provisions of the Collective Bargaining Agreement for the duration of this MOU.

NOW THEREFORE, the Board and the Association agree as follows:

1. Essential employees will report for work and work their normal schedule each pay period as instructed by their supervisor. Article 5.213 (Compensatory Time) of the Master Agreement will be suspended during the state of emergency, i.e., employees will work their normal hours in a biweekly pay period with no opportunity to earn compensatory time. There will be flexibility to adjust their daily hours within the pay period. Employees working out of the office will keep their supervisor up to date regarding their schedule through email.
2. If an employee is advised not to report to their typical work assignment, they must remain on call/available during their typically scheduled hours.
3. Employees may choose to work remotely, including working at home per the Human Resources Board Policy – 4444 Alternative Work Locations and/or the LKS Alternate Work Location Procedure, if applicable.
4. Alternatives to onsite visits are to be used. Alternatives may include email, conference calls, or video communications. HIPAA requirements must be adhered to in all communications.
5. Employees must be responsive to phone calls, emails, and/or requests to confer with their supervisor.
6. Leave requested by employees due to circumstances related to Covid-19 will be administered in accordance with the Families First Coronavirus Response Act (FFCRA) in effect April 1 – December 31, 2020. Employees may use paid sick leave to cover any unpaid leave authorized by the FFCRA. Leaves requested by employees

that fall outside of the mandates of the FFCRA will be processed in accordance with general policies and procedures.

7. If it the Board suspends any operation, affected employees, with the exception of essential employees, will be placed on Paid Administrative Leave. Employees must remain available during their typically scheduled hours and may be requested to perform typical or other duties as assigned during the program suspension.
8. Any laws, rules, regulations or procedures promulgated by local, state, or federal governmental entities shall be incorporated into this memorandum.
9. In all other respects, the terms of the parties' CBA are not modified.
10. Pursuant to the fluid situation currently created by the pandemic, this MOU shall be in effect until May 29, 2020, and will continue to automatically extend every two (2) weeks (14 calendar days) unless either party chooses not to do so by giving the other party written notice of its intent to terminate the agreement at least ten (10) calendar days prior to the end of any extension period. Or, until the Stay at Home Order issued by Director of Health, Amy Acton, MD is revoked, whichever comes first.

THEREFORE, the Board and the Association agree as follows:

FOR THE BOARD:

Bill Whitacre
Bill Whitacre, Superintendent

6/1/2020
Date

FOR THE ASSOCIATION:

Michelle Haniford
Michelle Haniford, MEAD's President

6/1/2020
Date