

August 8, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

9:15 a.m. TUSCBDD – Union Contract – Nate Kamban, Superintendent

Approve Minutes 8-1-22 (M/L)

Approve Supplemental Appropriation (3)

Approve Transfer of Funds (3)

Approve Inter-Fund Transfer/Advance

Declare Obsolete – Office Equipment - Auditor's Office

Approve Treasurer's Investments – July 2022

Approve Advertisement – Tandem Cab & Chassis – Engineer

Conditional Award Bid – CR 37 Relocation – Waterworks Hill Rd – Project #4-2022

Appoint Community Corrections Planning Board Members

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, MONDAY, THE 8th DAY OF AUGUST, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger
Al Landis

Commissioner Chris Abbuhl presiding.

The Lord's Prayer was said.
The Pledge of Allegiance was said.

RESOLUTION (638-2022) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the minutes from the August 1, 2022 meeting as written.

VOTE: Chris Abbuhl, abstained;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (639-2022) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Human resources	E-1930-U035-U10	E-1930-U035-U03	\$20,000.00	Cover continued legal costs for engineer & sheriff Dept. (CR 37 slip matter & June 2022 chiller ins. Event, etc)
Office of Community & Economic Development	U060-U20	U060-U28	\$6,900.00	Cover cost of demolition of a vacant/dilapidated house to allow the First National Bank of Dennison to expand their parking lot area and revitalize downtown
Park Department	E1630-S095-S20	E1630-S095-S02	\$4,000.00	Continuing and increased fuel costs and other maintenance supplies for repairs and operations
Park Department	E-1630-S095-S20	E-1630-S095-S06	\$1,000.00	Office copier/scanner lease

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (640-2022) TRANSFER OF FUNDS

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Motor vehicle	K000-K16	K000-K14	\$50,000.00	Repairs/Parts
JFS	H000-H32	H000-H13	\$100.00	Pay for workers comp expenses
JFS	S000-S06	S000-S04	\$20,000.00	Pay for equipment specific to a children services allocation

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (641-2022) INTER-FUND TRANSFER/ADVANCE

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the following inter-fund transfer/advance as per State Auditor's recommendation:

Tusc. Co. Treasurer	From: Co. General to Human Services	\$18,610.00
Tusc. Co. Treasurer	From: Children Service to Public Assistance	\$100,000.00

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (642-2022) – OBSOLETE PROPERTY – OFFICE EQUIPMENT/FURNITURE – AUDITOR'S OFFICE

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to declare as obsolete for the use for which it was acquired in accordance to Ohio Revised code 307.12(B).

The items will be disposed of in accordance to ORC.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (643-2022) APPROVE TREASURER'S INVESTMENTS (July 2022)

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to approve the Treasurer's Investments for July, 2022.

Jeffery S. Mamarella
Tuscarawas County Treasurer
P.O. Box 250
New Philadelphia, OH 44663
Phone (330) 365-3254 • Fax (330) 365-3259

August 2, 2022

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, OH 44663

Commissioners:

As provided by Section 135.35(L)(5) of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of **July, 2022**.

July Depository and Investment income received is: \$67,092.22. This brings the cumulative interest total as of July 31st to \$187,213.39. The estimated investment income for 2022 is \$600,000.

Monthly Investment Total = \$93,889,003.05

Balance in Checking Acct. – JPMorgan Chase \$7,441,391.11 Huntington \$1,155,167.24

.....
cc: Tuscarawas County Auditor, Prosecutor, Clerk of Courts, Recorder

Discussion: *Commissioner Abbuhl noted the Depository Investment received so far is \$67,092.22, which bring the total as of July 31st to \$187,213.39. The estimated Investment Income for 2022 is \$600,000.00, this number looks a little low right now for the total, but the interest rates have just gone up. Mr. Mamarella adjusted his projection would be for the year.*

VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, yes;

RESOLUTION (644-2022) ADVERTISE – BIDS – 2023 TANDEM AXLE CONVENTIONAL CAB & CHASSIS UNIT - ENGINEER

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the advertisement for bids for 2023 or newer model, Tandem Axle Conventional Cab and Chassis unit as requested by Joseph Bachman, County Engineer:

ADVERTISEMENT FOR BID:

Sealed bids will be received at the Office of the Clerk of the Board of County Commissioners of Tuscarawas County, 125 East High Avenue, New Philadelphia, OH 44663 until **1:30 pm on Wednesday, September 7, 2022** for the purchase of vehicle listed below. Specifications and bid forms can be obtained at no cost at <https://www.co.tuscarawas.oh.us/engineer-project-materials/> or by contacting the Tuscarawas County Engineer, 832 Front Avenue SW, New Philadelphia, OH 44663 or at 330-339-6648.

Vehicle Purchase

- 1) The purchase of one (1), 2023 or newer model, Tandem Axle Conventional Cab and Chassis unit, FOB New Philadelphia, OH.

All bids must be in a sealed envelope marked "Cab & Chassis Bid."

The Commissioners have the right to reject any or all bids and to waive any informalities or irregularities in the bids received.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS:

CHRIS ABBUHL
 KERRY METZGER
 AL LANDIS

ATTEST: Rhonda Jordan, Clerk

Publish: The Times Reporter on August 23, 2022
<https://www.co.tuscarawas.oh.us/engineer-project-materials/>

Bid Tabulation will be posted on above website upon award of bid.

VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, yes;

RESOLUTION (645-2022) CONDITIONAL AWARD BID – CR 37 RELOCATION – WATERWORKS HILL ROAD – PROJECT #4-2022 – BEAVER EXCAVATING COMPANY

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to conditionally award the bid for CR 37 Relocation, Waterworks Hill Road, Project #4-2022 to the following bidder as recommended by Joseph Bachman, County Engineer:

Beaver Excavating Company, 2000 Beaver Place Ave SW, Canton, OH 44706 with a low total bid of \$1,356,127.25.

Electronic bids were opened on August 3, 2022 at 1:30 p.m. by Genaro DeMonte, Assistant Engineer in the presence of Rhonda Jordan, Clerk.

Project #4-2022

**CR 37 Relocation
 August 3, 2022**

Engineer's Estimate: \$1,850,000

Company	Amount	Bond
Beaver Excavating Company	\$1,356,127.25	X
Tucson, Inc.	\$1,578,038.85	X
Shelly & Sands, Inc.	\$1,584,533.25	X
Eclipse Company, LLC	\$1,634,111.15	X

VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, yes.

RESOLUTION (646-2022) APPOINTMENT - COMMUNITY CORRECTIONS PLANNING BOARD MEMBERS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to appoint the following persons as members of the Community Corrections Planning Board for a two-year term ending January 1, 2024:

- Sylvia Argento, Nominee of Judge, Tuscarawas County Common Pleas, Juvenile Division
- Paul Bantum, Chief, Dover Police Department
- Natalie Bollon, Director ADAMHS Board
- Colby Byrom, Member of Community
- Orvis Campbell, Tuscarawas County Sheriff
- Jenna Canter-Mesa Vasquez, Re-Entry Coordinator, Tuscarawas County Jail
- Ken Engstrom, Tuscarawas County Jail Administrator
- Rocio Hernandez Segura, New Philadelphia City Prosecutor Victim Assistance
- Dean Holland, New Philadelphia Councilperson
- Gary Holland, Chief, Newcomerstown Police Department
- Brady Householder, Adult Parole Authority
- Amy Kaser, Tuscarawas County Health Department
- Leslie Miller, Chief Probation Officer, New Philadelphia Municipal Court
- Krista Nutter, Victim's Rights Representative
- Michael Ernest, Judge, Tuscarawas County Court of Common Pleas
- Nicole Stephan, Tuscarawas County Public Defender
- Jeanne Stephen, Tuscarawas County Clerk of Courts
- Ryan Styer, Tuscarawas County Prosecutor
- Elizabeth Thomakos, Judge, Tuscarawas County Court of Common Pleas
- Pamela Trimmer, Director, OhioGuidestone

It is acknowledged that the other existing members of the Community Corrections Planning Board with two-year terms ending January 1, 2023 are as follows:

- Vince Beal, Chief, Uhrichsville Police Department
- Todd Beeman, Chief, Dennison Police Department
- Jon Coventry, SpringVale Health Center
Director, Stark Community Corrections Center
- Mike Goodwin, Chief, New Philadelphia Police Department
- Brad Hillyer, Judge, Tuscarawas County Court
- Vickie Ionno and/or Nichole Bache, New Philadelphia Health Department
- Jen Demuth, Tuscarawas County Health Department
- Nate Kamban, Executive Director, Tuscarawas County Board of Developmental Disabilities
- Jessica Kinsey, Access Tusc
Tuscarawas County Commissioner
- Rich VanArsdalen, Member of Community
- Nanette VonAllman, Judge, New Philadelphia Municipal Court
- David Warrick, Chief, Strasburg Police Department
- Adam Wilgus, Judge, Tuscarawas County Common Pleas Juvenile Court

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (647-2022)

PAY BILLS

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve payment for the following bills:

Auditor

Government Finance Officers Assoc	Membership	\$640.00
Treasurer State of OH	LGS Audit	\$207.70

\$847.70

Child Support

Dominion Energy	Service	\$105.40
Frontier	Fax Service	\$54.93
Quill	Supplies	\$369.88
Staples Business Credit	Supplies	\$181.51
Treasurer Tusc Co	IV-D Contract/Juvenile Court Magistrate	\$7,344.37
Treasurer Tusc Co	IV-D Contract/Juvenile Court Magistrate	\$5,539.62
Tusc Co Commissioners	2022 Rent Payment	\$20,712.00
Tusc Co Sheriff's Office	IV-D Contract	\$5,037.75
Treasurer Tusc Co	IV-D Contract/Common Pleas Magistrate	\$2,123.97
Tusc Co JFS	BCI & FBI Background Check	\$60.00
New Phila Water Dept	Service	\$85.35
OH CSEA Director's Association	CLEAR Fee	\$133.52

\$41,748.30

Clerk of Courts

AT & T	Service	\$89.06
First Federal	Service	\$55.75
Graphic Enterprises	Service	\$743.14

\$887.95

Commissioners

Fenton Brothers	Supplies	\$184.08
Independent Elevator	Service	\$874.00
Koorsen	Annual Inspections	\$608.05
Copeco	Supplies	\$719.85
Dominion Energy	Service	\$532.41
Brandywine Valley Development	Royalty Sharing	\$166.25
Frontier	Service	\$69.70
Go Shred	Shredding Services	\$150.00
Blasenhauer Plumbing	Repairs	\$3,601.48
Blasenhauer Plumbing	Materials/Supplies	\$105.78
Mastercard	Fuel Purchases	\$127.86
NP Water Dept	Service	\$200.60
NP Water Dept	Service	\$271.56
NP Water Dept	Service	\$370.95
Don Ackerman	Apiary Services	\$690.25
Gor-Con Construction	Concrete Pad/JFS Entrance	\$397.00
Gor-Con Construction	Concrete Pad/JFS Entrance	\$3,315.00
NP Postmaster	Business Reply Mail	\$1,000.00

\$13,384.82

Common Pleas

Forensic Diagnostics	Admin Fee	\$100.00
Elizabeth Stephenson	Reimb/Supplies	\$100.77

\$200.77

Community Corrections

Tusc Co Sheriff's Office	Gas	\$167.14
Averhealth	Electronic Monitoring	\$3,500.00

\$3,667.14

Coroner

Axis Forensic Toxicology	Tox Screen	\$670.00
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Todd Stanley	Travel	\$130.80	
Catherine Clarke	Travel	\$36.00	
			\$836.80
Dog Pound			
Scott's Lawn Care	Mowing Services	\$110.00	
Scott's Lawn Care	Mowing Services	\$85.00	
Humble Creatures	Medical Care	\$541.00	
NP Water Dept	Service	\$108.64	
Tusc Co Sheriff's Office	Fuel	\$663.73	
Fairfield Computer Services	Monthly Licensing Software	\$200.00	
			\$1,708.37
Emergency Management			
Verizon Wireless	Cell Phone Service	\$55.64	
Verizon Wireless	Cell Phone Service	\$555.06	
Staples Credit Plan	Supplies	\$157.99	
Tusc Co Commissioners	EMPG Reimbursements	\$33,442.81	
Tusc Co Commissioners	EMPG Reimbursements	\$19,592.64	
US Bank Equipment Finance	Copier Lease	\$197.17	
			\$54,001.31
Engineer			
Staples Credit Plan	Supplies	\$159.64	
Summers Rubber	Repairs/Parts	\$234.35	
Tusc Construction Supply	Bridge & Culvert Supplies	\$325.00	
Newton Asphalt	Mat'l per bid	\$125.97	
Liniform	Uniform Rental	\$148.64	
Stony Point Supply	Bridge & Culvert Supplies	\$443.50	
Frontier Communications	Service	\$228.08	
Lowe's Business Account	Bridge & Culvert Supplies	\$50.65	
Joe Bachman	Travel & Misc Expenses	\$978.67	
American Electric Power	Service	\$1,783.82	
Deems Auto Electric	Repairs/Parts	\$196.50	
Newton Asphalt Paving	Pave Co Portion/Zeltman	\$9,901.57	
Triple R Trailer	Repairs/Parts	\$583.00	
Liniform	Supplies	\$77.70	
Snyder Brothers	Repairs/Parts	\$459.28	
Ag-Pro Ohio	Repairs/Parts	\$41.90	
Ace Truck Equipment	Repairs & Parts	\$381.28	
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	\$46.05	
Ohio Machinery	Repairs/Parts	\$419.04	
Yoder Small Engines	Repairs/Parts	\$27.62	
Young Truck Sales	Repairs/Parts	\$94.32	
World Fuel Services	Fuel Oil & Gas per bid	\$30,017.03	
Kimble Company	Mat'l per bid	\$7,138.23	
Triple R Trailer Sales	Repairs/Parts	\$348.42	
Mar Zane	Materials	\$9,885.60	
Holmes Wayne Electric	Service	\$23.50	
Kimble Recycling	Trash Dumpsters PW & NP	\$81.00	
Michael J Weaver & Shirley Weaver	Temp & Permanent Easement	\$300.00	
Michael J Weaver & Shirley Weaver	Temp & Permanent Easement	\$300.00	
			\$64,800.36
Information Technology			
OARnet	Internet Connection	\$145.00	
Pioneer 360	Internet/Support	\$75.00	
			\$220.00
Job & Family Services			
Byron Rosenthal	Prevention/Rent	\$2,550.00	
Amazon	Ohio Start	\$1,133.29	

Nicole Peoples	FC Meals	\$10.63	
Amanda Olson	FACES/Car Repair	\$320.25	
Samantha DeCrane	Independent Living/Drivers Ed	\$549.99	
Tammy White	FACES/Daycare	\$600.00	
Jennifer Abbuhl	FACES/Daycare	\$813.55	
Lighthouse Family Center	FACES/Assessment	\$1,180.00	
Forensic Fluids Laboratories	Drug Screens	\$3,900.00	
Dr Nicholas Varrati MD	Drug Screens	\$444.00	
T & W Concrete	Concrete	\$4,220.00	
David & Marybeth Miller	Transportation	\$52.80	
Amazon	Office & Maintenance Supplies	\$313.63	
Menards	Supplies	\$227.86	
Tuscora Electric	Emergency Lights	\$49.91	
TC Auto Repair	PRC/Car Repair	\$1,000.00	
Travelodge	Adult Protective/Lodging	\$345.01	
Verizon Wireless	Surface Pro Data	\$435.56	
Nicole Peoples	Travel	\$11.41	
Superfleet Mastercard Program	Gas	\$351.49	
Brittany Garbrandt	COVID PRC	\$200.00	
Kelly Pellen	COVID PRC	\$200.00	
Wayne & Shanon Matsel	FP Training Stipend Reimb	\$240.00	
Melvin & Verna Yoder	FP Training Stipend Reimb	\$120.00	
Ivan & Emma Keim	FP Training Stipend Reimb	\$480.00	
Joseph & Marilyn Troyer	FP Training Stipend Reimb	\$360.00	
Tyler & Holly Mummert	FP Training Stipend Reimb	\$270.00	
Sean & Alisha Ketchem	FP Training Stipend Reimb	\$240.00	
Luke & Megan Kneuss	FP Training Stipend Reimb	\$240.00	
David & Erma Miller	FP Training Stipend Reimb	\$180.00	
Jacob & Marilyn Miller	FP Training Stipend Reimb	\$180.00	
Derek & Savannah McCune	FP Training Stipend Reimb	\$180.00	
Robert & Emma Troyer	FP Training Stipend Reimb	\$180.00	
Benjamin & Emily Lippert	FP Training Stipend Reimb	\$150.00	
Ashley & Robert Bunton Jr	FP Training Stipend Reimb	\$120.00	
Michael & April McKelvey	FP Training Stipend Reimb	\$120.00	
David & Marybeth Miller	FP Training Stipend Reimb	\$120.00	
Daniel & Kaitlyn Swick	FP Training Stipend Reimb	\$90.00	
Joshua Cottrell	FP Training Stipend Reimb	\$30.00	
			\$22,209.38
Law Library			
Independence Business Supply	Supplies	\$136.90	
Independence Business Supply	Supplies	\$73.79	
			\$210.69
Park Department			
World Fuel Services	Fuel Tank Refill	\$495.48	
Untied Rentals	Portable Restroom @ CLP	\$90.00	
CLP Services	Portable Restroom @ NJC	\$100.00	
American Electric Power	Service	\$257.99	
American Electric Power	Service	\$39.62	
American Electric Power	Service	\$36.45	
Menards	Supplies	\$38.88	
Menards	Supplies	\$38.88	
Miller Engine Shop	Repairs	\$16.27	
Bakersville Garage	Parts	\$190.14	
AG-Pro Ohio	Supplies	\$21.57	
The New Co	Supplies	\$13.58	
			\$1,338.86
Recorder			

Xerox	Base Copy Charges	\$81.45	
			\$81.45
Sheriff			
Sysco Food Service	Inmate Food	\$4,222.67	
Sysco Food Service	Inmate Food	\$927.75	
Nickles Bakery	Inmate Food	\$767.34	
Dutch Creek Foods	Inmate Food	\$6,155.72	
Wells Fargo Financial Leasing	Copier Lease	\$95.80	
Bernard Food Industries	Inmate Food	\$81.36	
Arney Automotive	Cruiser Repairs	\$2,019.56	
Arney Automotive	Cruiser Repairs	\$705.58	
World Fuel Services	Gasoline	\$16,269.48	
Equiparts	Supplies	\$337.00	
G & L Supply	Supplies	\$1,362.07	
Lowe's	Supplies	\$158.22	
Lowe's	Refrigerator	\$1,385.76	
Weaver Appliance	Service Charge/Washer	\$129.00	
Dominion Energy	Natural Gas	\$2,544.77	
Mercy Medical Center	Inmate Medical Treatment	\$1,284.79	
Jones Family Dentistry	Inmate Medical Treatment	\$400.00	
4Imprint	CIT Supplies	\$249.66	
Miller & Co	Porta Potty Rental	\$95.00	
Oak Pointe Vet Care	K9 Boarding	\$264.00	
Smart Horizons	Annual Contract	\$3,420.00	
Agile Networks	Fiberlink Services	\$1,240.00	
			\$44,115.53
Southern Court			
Pioneer 360	Service Contract	\$10,328.00	
			\$10,328.00
Veterans			
Pitney Bowes Global Finance	Lease Payment	\$151.56	
Charter Communications	Service	\$229.03	
Action Now	Pest Control	\$45.00	
Capital One	HDMI Cable	\$14.97	
			\$440.56
Water & Sewer			
USA Bluebook	Materials & Supplies	\$84.86	
Enger Auto	Materials	\$427.43	
Lowe's	Materials	\$14.79	
Frontier	Service	\$65.79	
Frontier	Service	\$59.01	
American Electric Power	Service	\$328.16	
Tusc Co Commissioners	Krizman Property Purchase/Interest	\$110.95	
Tusc Co Commissioners	Krizman Property Purchase/Principal	\$1,290.72	
Tusc Co Commissioners	Building Payment	\$3,076.25	
Iron Mountain	Record Storage	\$199.95	
Haueter Landscaping	Mowing	\$200.00	
MedPro Group IME Solutions	IME Workers Comp	\$800.00	
Stony Point Supply	Equipment	\$59.90	
Core & Main	Materials	\$218.12	
Enger Auto	Materials	\$41.54	
Crossroads Hardware	Materials	\$46.98	
Lowe's	Materials	\$99.29	
Hajoca Corp	Materials	\$6.02	
Jim's Towing	Crane Truck Tow	\$400.00	
Fenton Brothers	Materials	\$861.09	
Charter Communications	Internet	\$99.99	

American Electric Power	Service	\$839.04	
Frontier	Service	\$53.38	
Frontier	Service	\$46.86	
Frontier	Service	\$53.93	
Staley Technologies	Headset Rental	\$80.00	
Newcomerstown Water	Sewage Disposal	\$8,787.84	
Graphic Enterprises	Copier Overage	\$39.56	
Enger Auto	Materials	\$285.98	
Ohio Light Truck Parts	Materials	\$115.00	
Crossroads Hardware	Materials	\$27.59	
			\$18,820.02
	GRAND TOTAL		\$279,848.01

VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, yes;

Discussion: *Nate Kamban, Superintendent of Tuscarawas County Board of Developmental Disabilities (TUSCBDD) was present to submit the new union contract. Nate stated the County Board of Disabilities which is primarily staffed at the Starlight School and the Union Team worked together and got the contract finalized in one day. There was a lot of commonality and agreement. The Starlight School's main item was keeping their wages commensurate with the public-school district. This was something that did not happen in the past and Starlight lost staff to the public-school district. Starlight School has revamped their model to serve more children with intensive behavior needs and disabilities, the continuity of staff is more important than ever. This new contract will be in force for three years.*

Commissioner Abbuhl stated this is always just a formality unless there is something really out of the ordinary added or changed. There is a lot of work that goes into these contracts. Commissioner Landis asked if the contract was really done in day? Mr. Kamban stated the Board of Developmental Disabilities worked with a consultant to help develop better management/union relationships and this was prioritized over the last three years. Communication with the union team was increased because you can not bargain outside of negotiations so quarterly update meetings were implemented. Information was shared as to where the Board of Developmental Disabilities was headed. That gradual process of building a relationship and trust really produced some positive dividends and being able to work through things quickly and reasonably together. Commissioner Landis also asked about staffing. Mr. Kamban stated Starlight is 100% staffed, and a new classroom is being opened this year to serve younger children with Autism and Intensive Behavioral needs. This will be kindergarten and first grade because of the number of referrals received, especially with males.

Mr. Kamban stated staff is really struggling at the provider agencies, places like Horizon, etc. Places that do the direct work with the adults. The turnover rates at these facilities is about 50%. Their wages have stayed stagnant and have not risen with inflation for about 10 years. There is going to be a crisis for staffing in the Developmental Disability System for adults.

Commissioner Abbuhl closed by saying congratulations on the contract, particularly doing it one day, there are major things you have done, especially with the communication and you're at full staff, and your competitive benefits to retain staff. This new contract is very commendable to your leadership and your leadership team.

RESOLUTION (648-2022) APPROVE FUNDS – TUSCBDD UNION CONTRACT

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to “approve as to any funds necessary to implement the agreement that have not previously been approved” in regards to the Union Contract between OAPSE/AFSCME Local 4 and its Local #103 and the Tuscarawas County Board of Developmental Disabilities. The necessary funds have been certified by the County Auditor, Larry Lindberg.

AGREEMENT BETWEEN
THE TUSCARAWAS COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
AND
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES
(OAPSE)/AFSCME LOCAL 4 AND ITS LOCAL #103

September 1, 2022 through August 31, 2025

17733294v1

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17733294v1

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ARTICLE 1. RECOGNITION

A. The Tuscarawas County Board of Developmental Disabilities recognizes the Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4 and its Local #103 as the sole and exclusive bargaining representative for all full-time and regular part-time employees in the following classifications:

- | | |
|---------------------------------|---------------------------------|
| 1. Department Specialists | 6. Secretaries |
| 2. Classroom Assistants | 7. Job Coaches |
| 3. Maintenance | 8. Clerks |
| 4. Speech/Language Pathologists | 9. Food Service Specialist |
| 5. Teachers | 10. Store Attendant |
| | 11. Behavior Support Assistants |

B. Notwithstanding the provisions of this Article, management, supervisory, confidential, seasonal, temporary, and casual employees, substitutes, bus drivers, transportation assistants, administrative assistants, payroll clerks, job procurement specialists, nurses, occupational therapists, adapted physical education instructors, early intervention specialists, physical therapists, service facilitation specialists, case management specialists, and all other employees and classifications (where appropriate, as defined by ORC Chapter 4117) shall be excluded from the bargaining unit.

C. If a new job title that has a community of interest with the current bargaining unit is established by the Employer, the Employer and the Union will meet within fifteen (15) work days of establishment of the job title to discuss whether or not it should be included in the bargaining unit. If the parties are unable to reach agreement on the inclusion or exclusion of the new job title in the bargaining unit within fifteen (15) work days of the establishment of the job title, the Union may petition the State Employment Relations Board for a determination.

D. If the parties agree that such job title should be in the bargaining unit or if SERB determines that such job title should be in the bargaining unit, the Employer and Union shall meet within fifteen (15) work days thereafter to negotiate an appropriate rate of pay and any other items relevant to the position.

ARTICLE 2. DEFINITIONS

A. **Agreement** - This Negotiated Agreement between the Board and the Union.

B. **Assignment** - A job location, schedule, and/or duties assigned by an employee's supervisor (e.g., a person in the classification of classroom assistant may have an assignment to work in a particular classroom).

C. **Board** - The Tuscarawas County Board of Developmental Disabilities acting in its official capacity.

D. **Day** - A calendar day, unless otherwise indicated.

E. **Designee** - A managerial employee or administrative assistant assigned by the Supervisor, Superintendent or Board to act in the place of the Supervisor or Superintendent.

- F. **Employee** - A person in the bargaining unit. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- G. **Employer** - Board members, Superintendent, administrators, and all others authorized to act on the Board's behalf.
- H. **Fiscal Officer** - The Administrative Assistant in the business office who is responsible for payroll and other fiscal operations.
- I. **Individual** - A person receiving services from the Board.
- J. **ORC** - The Ohio Revised Code.
- K. **Position** - A classification and job title (e.g., classroom assistant or department specialist).
- L. **Principal** - The building principal at Starlight School
- M. **Program** - Any one of the following: Starlight School, Service and Support, Business Operations, or any other distinct functional unit of the Board.
- N. **Superintendent** - Superintendent or designee
- O. **Supervisor** - The person to whom an employee reports directly (either Principal, Manager, Director or Superintendent)
- P. **Union** - Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4 and its Local #103
- Q. **Work Day** - For purposes of calculating timelines (other than probationary or trial periods) a work day shall mean a week day, Monday through Friday, except for contractually-recognized holidays and days on which employees are not required to report to work due to program cancellation.

ARTICLE 3. NEGOTIATIONS PROCEDURES

A. Request for Opening of Negotiations and Meeting

- 1. Either the Union or the Board shall give written notice of intent to open negotiations to the other party (submitted by the Union to the Superintendent or by the Superintendent to the Union President) at least ninety (90) calendar days prior to the expiration date of this Agreement. Neither party shall be obligated to commence negotiations more than ninety (90) calendar days before the expiration of this Agreement.
- 2. Within fifteen (15) calendar days of receipt of such notification, the parties shall mutually agree upon a date, time and place for the first negotiations session, at which they will exchange lists of issues and/or proposals to be negotiated and will set dates, times, places and procedures for the ensuing meetings. Upon mutual agreement, the issues and/or proposals may be exchanged prior to the first negotiation session.

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The first negotiations session shall take place no later than sixty (60) calendar days prior to the expiration of the current contract, unless both parties agree to a later date. All meetings shall be held in private, unless otherwise agreed.

B. Negotiating Teams

- 1. The Board and the Union shall select the members of their respective bargaining teams; however, each team shall be limited to no more than six (6) representatives each (including outside representatives), of which no more than five (5) may be employees of the Board. Each team may also designate one (1) alternate team member to fill in at the table in the absence of one of the regular team members. In addition, either party may bring in a consultant to address specific issues.

C. Submission of Issues

- 1. The Board and the Union shall exchange their lists of issues and/or proposals at the first negotiations session, or earlier if mutually agreed upon, in accordance with Section A(2) above.

D. Clerical Assistance

- 1. Each team shall be responsible for its own notes during negotiation sessions. No mechanical recordings shall be permitted.

E. Items Agreement

- 1. As negotiated items are agreed upon by the parties, they shall be reduced to writing and initialed by each party. Such initialing shall be construed as tentative agreement by both parties on that issue. It is specifically understood by the parties that any such tentative agreement(s) are not final and binding until duly ratified by the Board and the Union. When an agreement is reached on all items, the outcome shall be reduced to writing. The Employer shall prepare the Tentative Agreement for review, unless otherwise agreed by the parties. Both parties shall review the Tentative Agreement to determine the accuracy of the document. If the Tentative Agreement is then in proper form, it shall be submitted for ratification. The Union bargaining team shall present any such Tentative Agreement to the bargaining unit and the Board bargaining team shall present any such Tentative Agreement to the Board with a recommendation for ratification. The Tentative Agreement shall be submitted first to the Union. Upon ratification by the Union, it shall be submitted to the Board for ratification. Once ratified by the Board and the Union, the Agreement shall be binding on both parties. Said Agreement shall be signed by the Board's representatives and by the Union's representatives. The Board shall provide a copy of the tentative agreement to the Union President and to the Superintendent prior to ratification by either party.

F. Finalization and Distribution

- 1. After ratification, the Agreement will be submitted by the Board electronically to the Union in final form to review for errors. This shall be done within fifteen (15) work days after being ratified by the Board. When signed by both parties, the contract shall be distributed by email to each member of the bargaining unit, each administrator, and each member of the Board.

G. Caucus

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1. A caucus may be called at any time during negotiations by the chief negotiator for either negotiating team. If a team calls for a caucus, the team shall alert the other side of the estimated amount of time needed for the caucus.

H. Exchange of Information

1. Prior to and during the period of negotiations or impasse procedures, the Board and the Union agree to provide each other, upon request, all public records in their possession concerning the issue(s) under consideration.

I. Protocol

1. Both sides agree to conduct themselves in a professional and non-personal manner during negotiations sessions.

J. Progress Reports

1. During negotiations, interim reports may be made to the Association by its representatives and to the Board by its representatives. Until the parties have reached ultimate impasse, no unilateral press releases or other public disclosure concerning collective bargaining negotiations may be made by either party. Joint press releases may be made at any time.

K. Dispute Settlement Procedure

1. The following impasse procedure is the parties' mutually agreed-upon and exclusive dispute resolution procedure and is intended to supersede and replace the statutory procedures contained in ORC §4117.14.

a. If agreement is not reached on matters being negotiated, and not tentatively agreed to and signed by both parties, after full consideration of proposals and counterproposals, either of the parties shall have the option of declaring impasse.

b. If impasse is declared by either party, it is with the understanding that impasse proceedings are declared on all issues where agreement has not been reached by either party. When impasse is so declared, an impartial mediator from the Federal Mediation and Conciliation Service (FMCS) mediator shall be used. If the parties cannot agree on a mediator, FMCS shall be requested to appoint a mediator, and the selection shall be in accordance with the rules of the FMCS. The assigned mediator shall have the authority to call meetings with the negotiating parties for the purpose of promoting an agreement between the parties in accordance with the rules and regulations of the FMCS.

c. The mediator shall promote an agreement between the parties by making recommendations to both parties. The mediator has no authority to bind either party to any agreement(s).

d. The Union may exercise its right to strike pursuant to ORC §4117.14(D) and the Board may exercise its right to implement contractual terms when ultimate impasse has been reached. Ultimate impasse will not be deemed to have occurred until at least twenty (20) calendar days after the expiration date of the existing Agreement or at least twenty (20) calendar days after arrival of the mediator, whichever is later.

ARTICLE 4. GRIEVANCE PROCEDURE

A. The term "grievance" shall mean an allegation that there has been a specific breach, misinterpretation, or improper application of the specific Articles or Sections of this Agreement. A grievance may be brought by a bargaining unit employee or a group of employees. In addition, a grievance may be brought by the Union if the grievance affects a group of more than one (1) employee. A Union grievance shall be initiated at Step 2 of the grievance procedure, with a copy sent to the Employee's Supervisor.

B. Prior to filing a formal written grievance, the grievant shall request a meeting with his or her immediate supervisor for the purpose of attempting to resolve the matter informally. If the grievance is not resolved at the informal meeting, the grievant and the supervisor must sign the relevant portion of the grievance form indicating the date and time the informal meeting occurred. Failure of the employee or supervisor to sign this form does not preclude the grievance from going to the next step. A grievance must be submitted to the formal grievance procedure within ten (10) work days after the incident occurs giving rise to the grievance or after the grievant reasonably should have known of the incident. The grievant(s) is entitled to Union representation at all levels of the grievance procedure.

C. All grievances must be presented at the proper step and time in progression. Failure to file the written grievance within the time frames specified in this Article will entitle the Board to defend on the basis of arbitrability.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Board's representatives within the stipulated time limits shall be considered to have been denied and may be advanced by the employee to the next step in the grievance procedure.

Time limits set forth herein may only be extended by mutual agreement.

D. All written grievances must be filed on the form attached as Appendix A. Each grievance must state: 1) the specific contract article and section(s) alleged to be violated, misapplied, or misinterpreted; 2) the nature of the grievance and the time, place and date it occurred; 3) the relief sought, and 4) the date of submittal.

E. Nothing contained in this procedure shall be construed as limiting the individual rights of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, if no grievance has been initiated. Once a grievance has been initiated, the procedures set forth in this Article must be followed.

F. The following steps shall be followed in the processing of a formal grievance:

1. **Step 1.** The grievance must be submitted in writing to the aggrieved employee's Supervisor, within the time limits set forth in Section B herein. A meeting shall be mutually arranged between the grievant and the Supervisor within seven (7) work days after submittal. Within seven (7) work days after the meeting, the Supervisor shall provide the grievant with a written disposition of the grievance. In the case of

an employee in the adult program, if the grievant is not satisfied with the Supervisor's disposition of the grievance, the employee may submit the grievance and disposition to the Director for reconsideration, and the Director shall provide the grievant with a written disposition of the grievance within seven (7) work days after the Director receives the grievance.

2. **Step 2.** If the grievance is not resolved in Step 1, it may then be appealed by the grievant by submitting the grievance on the appropriate form to the Superintendent within seven (7) work days of receipt of the response in Step 1. A meeting shall be mutually arranged to take place within seven (7) work days after submittal between the Superintendent and the aggrieved employee, who may request that a representative of the local Union attend. The Superintendent shall respond to the aggrieved employee with a written disposition of the grievance within ten (10) work days after the meeting. The Superintendent shall provide a copy of his/her response to the Local Union President.

3. **Step 3.** If the grievance is not resolved to the satisfaction of the grievant and the Union at Step 2, the Union shall submit the grievance to FMCS mediation within ten (10) work days after receipt of the Superintendent's disposition. The parties will attempt to agree on an FMCS mediator. If the parties are unable to agree, the Union will request that FMCS appoint a mediator.

4. **Step 4.** If the grievance is not resolved at Step 3, it may be submitted to arbitration upon request of the Union in accordance with this Article. A copy of the request shall be sent to the Superintendent. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of thirty (30) work days from the date of mediation under Step 3 in the grievance procedure and any grievance not submitted and received by the Board in writing within such period shall be deemed settled on the basis of the last answer given by the Board.

a. The parties shall submit the grievance either to AAA (American Arbitration Association) or FMCS (Federal Mediation and Conciliation Service), as they mutually agree. If the parties cannot mutually agree on an arbitration service, the grievance shall be submitted to FMCS. The parties shall meet within fifteen (15) work days after receipt of the list to select an Arbitrator. This shall be done by the alternate strike procedure until an Arbitrator is selected. Either party can request a second list, at the requesting parties' expense. If both parties agree to request a second list, they will share the expense.

b. The Arbitrator shall limit his or her decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement that the Union claims at arbitration were breached, and he/she shall be without power or authority to make any decision contrary to or inconsistent with applicable law or the terms of this Agreement or modifying or varying in any way the terms of this Agreement.

c. The question of arbitrability of a grievance may be raised by either party before an arbitrator is selected. If the question of arbitrability is not raised before an arbitrator is selected, it shall not be raised at the arbitration hearing of the grievance. If the arbitrator determines that he/she has no authority or power on which to rule on a grievance, it shall be referred back to the Union and the Board without decision or recommendation on its merits. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous Agreement, grievance or practices.

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d. The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be rendered as soon as possible by the arbitrator and shall be in writing and sent to the Board and the Union Representative. The decision of the Arbitrator shall be binding upon the employees, the Board and the Union. This does not mean that an employee waives any right he/she might have to pursue a subsequent legal action challenging his/her termination on a basis other than a contract violation.

e. The fees and expenses of the arbitrator, together with any cost for a meeting room and any arbitration service administrative costs (except the cost of a second list as provided in (a) above), shall be borne equally by the parties. Each party shall bear the cost of its own representation and the cost of any witnesses it retains. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. The grievant shall be given paid release time to attend an arbitration hearing that occurs during his/her scheduled working hours. No more than one (1) bargaining unit member, other than the grievant, whose attendance is required as a witness for such hearing shall be granted paid release time for the period during which he or she is testifying, to the extent that he or she is scheduled to work during that time. Additional bargaining unit members whose attendance is required as a witness may use either paid or unpaid leave, depending on the employee's request and leave balance, for the period during which he or she is testifying, to the extent that he or she is scheduled to work during that time.

ARTICLE 5. EMPLOYER RIGHTS

A. The Employer hereby retains and reserves unto itself, except as limited by the specific and express terms of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio (including O.R.C. 4117.08), and of the United States, including, but without limiting the generality of the foregoing, the right:

- 1. to have the exclusive responsibility and authority to manage, control, and direct, on behalf of the public, all of the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- 2. to hire, direct and supervise all employees and, subject to the provisions of law and the explicit terms of this Agreement, to evaluate and determine their qualifications;
- 3. to determine work schedules, hours of work, duties and assignments of employees, and to establish the necessary work rules for all employees;
- 4. to maintain and improve the efficiency and effectiveness of operations;
- 5. to determine the overall methods, process, means or personnel by which operations are to be conducted;
- 6. to suspend, discipline, demote or discharge for just cause, or layoff, transfer, promote, or retain employees;
- 7. to determine the adequacy of the workforce;
- 8. to determine the overall mission of the Employer;

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- 9. to effectively manage the workforce, including determining the size, composition and qualifications of the workforce and relieving unit members from duties because of lack of work, lack of funds or abolishment of positions as authorized under Ohio Revised Code 124.321; and
 - 10. to take actions to carry out the mission of the Employer.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the United States.

ARTICLE 6. UNION RIGHTS

- A. The Board agrees to permit one or more delegates of OAPSE Local #103 to use up to four (4) total professional days of paid leave each year to attend the annual OAPSE Conference, provided each delegate gives advance notice prior to leave, on the designated form for professional leave, as soon as possible after the Union receives notice of the conference date, but in no event less than fifteen (15) days prior to the conference. The four days can all be used by one delegate or can be split among more than one delegate. The Board agrees to pay the wages of said delegate(s) but not other expenses. In addition, the Board agrees to approve paid leave of up to two (2) total days (vacation or personal) requested by one or more employees each year to attend the annual OAPSE conference if the conference lasts for three days and up to four (4) total days (vacation or personal) requested by one or more employees if the conference lasts for four days, provided on any given day the employee works in a different building than the other delegate for that day. If on a given day, the employee who requests paid leave works in the same building as the other delegate for that day, paid leave (vacation or personal) shall be approved if coverage can be obtained.
- B. Non-employee representatives of the Union may meet with employees of the bargaining unit in non-work areas on non-work time.
- C. The employee Union Representative shall not interrupt the normal work duties of other employees. However, Union Representatives (employee and non-employee) shall be granted access to any and all buildings operated by the employer, for the purpose of meeting with unit members regarding grievances or discipline, as long as established visitor procedures are followed. Employee Union Representatives shall be accorded the use of the employer's telephone during the employee's lunch break or before or after his/her scheduled work day while conducting Union business. However, no long distance calls shall be charged to the employer.
- D. The Board agrees to provide the Union with a bulletin board. The Union shall be responsible for the posting and maintenance of such board, which shall be neat in appearance at all times. Postings by the Union on the board are to be confined to the official business of the Union.
- E. The Association shall be permitted use of the photocopy equipment at the usual rate for copying in connection with public records requests.

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- F. Release time with pay shall be granted upon request to bargaining unit members and the local president to attend grievance hearings and negotiation sessions, when said meetings are required and/or are conducted during the employees' regularly scheduled hours of employment. The Employer shall have the right to deny release time to an employee for a negotiation session, however, if coverage cannot be arranged. In such a circumstance, the Union shall have the right to send an alternate to the negotiations session or to reschedule the session. Any employee granted release time to attend a grievance hearing or negotiations session must remind his/her immediate supervisor or designee on the morning of the day that the hearing or session is scheduled that the employee will be leaving and the time he/she will be leaving.

ARTICLE 7. EMPLOYMENT INFORMATION

- A. The Employer agrees to provide to the Local Union President a copy of the agenda for each Board meeting when the agenda is distributed to administrators. The agenda will provide the name and classification of all new hires. In addition, the Local President shall receive any changes in Board policy adopted by the Board.
- B. The Employer shall provide the Local Union President with an employee directory of employees in the bargaining unit, which shall include names and addresses. The Employer will supply the Union President with a classification/system seniority roster of all bargaining unit employees by October 1st and February 1st of each year. The roster shall indicate each employee's initial hire date as a regular employee (not as a substitute) in his/her present classification, plus the employee's most recent date of hire as a regular employee (system seniority) if they are different. If the employee has had more than one classification during his/her employment with the Employer, these shall be listed as classification seniority separately.

ARTICLE 8. NON-DISCRIMINATION

- A. The Board agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Board shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement. This article shall not be grievable under the grievance procedure in Article IV but shall be resolved through SERB and in accordance with all laws applicable.

ARTICLE 9. EMPLOYEE DISCIPLINE AND DISCHARGE

- A. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Just cause shall include, but is not limited to, excessive absences or tardiness or a pattern of the same, drunkenness, immoral conduct, discourteous treatment of the public, inclusion in the state abuse registry and conviction of a felony. An employee may be disciplined or discharged for inclusion in the state abuse registry and/or conviction of a felony, even if the employee has already been disciplined or discharged for the same conduct that is the basis of the felony conviction.
- B. The first instance of minor misconduct by an employee may result in a verbal warning. Further misconduct may result in a written warning. Further misconduct may result in suspension with or without

pay. Further misconduct thereafter may result in discharge. Some offenses may be serious enough to warrant immediate discharge or suspension without regard to previous reprimands or discipline.

C. Disciplinary Procedure
For Title IX complaints, Title IX procedures will supersede the procedure below.

1. Before imposing suspension or discharge on an employee, the Employer shall hold a pre-disciplinary conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to explain his/her behavior. The employee will be advised of the nature of the charge or charges in writing and may have Union representation, if the employee so requests. The Employer may impose reasonable rules on the length of the conference and the conduct of the participants. If the Employer determines that the employee's continued employment prior to the conference poses a danger to persons or property, it may suspend the employee without pay for up to three days pending the conference to determine final disciplinary action. If the Employer decides not to impose disciplinary action following the conference, or if the grievance procedure determines that disciplinary action was not warranted, then the Employer will reimburse the employee for any pay lost as a result of the pre-conference suspension.

D. Grievances regarding disciplinary action against an employee shall be initiated at Step 2 of the grievance procedure. However, verbal warnings may not be taken to mediation or arbitration under Step 3 or Step 4 of the grievance procedure. The employee shall have the right to submit a written response concerning any disputed verbal or written warnings, as set forth in subsection J below.

E. Instructional Redirection and/or required additional training shall not be considered as disciplinary action.

F. If an employee is the subject of an investigation (the employee will be told in writing before the interview if he/she is the subject or a witness) that is likely to result in disciplinary action against the employee, other than a Title IX investigation, the employee has the right to be accompanied by a Union representative at the investigatory interview by the Employer (including an investigatory interview conducted by any outside agency such as MEORC on the Employer's behalf). If an employee is the subject of a Title IX investigation, the employee will be entitled to one advisor or support person in accordance with Title IX policy and regulations, who may be a Union representative.

G. Employees are required to be truthful at all times during the disciplinary process, regardless of whether they are the subject of the discipline or participating in an investigation.

H. Any employee who suspects or is aware of an unusual incident involving individuals receiving services must report the unusual incident to the Employer. Failure of an employee to make such a report may result in discipline.

I. Records of an MUI investigation will not be placed in an employee's personnel file, unless the documents were independently made part of the Employer's disciplinary action against an employee.

J. Employees shall be provided with a copy of any written material concerning the employee's performance or any material involved in disciplinary action (including warnings or other discipline) when it is placed in their personnel files. Any person who issues written materials concerning the employee's performance for placement in any employee's file shall sign and date the material. The employee shall sign

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and date the necessary form acknowledging receipt and the date of receipt. The employee's signature shall not be construed as agreement with the content of the material, but only as acknowledgment of receipt. Employees shall have the right to submit a written response to such material, which shall be attached to the material and placed in their personnel files.

K. A letter of complaint against an employee shall not be placed in the employee's personnel file, if the Employer does not know who authored the letter. If as a result of the complaint the employee is disciplined, the employee shall have a right to such records.

L. Records relating to verbal warnings or Instructional Redirection will be removed from the employee's file and will cease to have force and effect for purposes of progressive discipline after twenty-four (24) months, if the employee requests removal and no intervening disciplinary action has occurred. Records relating to written warnings will cease to have force and effect for purposes of progressive discipline after thirty-six (36) months, if no intervening disciplinary action has occurred, and the pending discipline is not for a same or similar incident.

M. This Article supersedes and takes the place of ORC §124.34 and shall exclusively govern the discipline and discharge of employees, except as set forth above with respect to Title IX complaints.

ARTICLE 10. HOURS OF WORK AND OVERTIME

A. For the duration of this Agreement, the normal scheduled work week for employees in all classifications except behavior support assistant and maintenance shall consist of five (5) days, Monday through Friday. Behavior support assistants shall be required to work a flexible schedule, eight (8) hours per day, 210 days per year, and shall work at a variable work location as assigned by the Employer which shall be primarily in public schools. Behavior support assistants may only provide assistance in Starlight School classrooms as approved by their Supervisor. Twelve-month employees will be scheduled to work the number of work days on the twelve-month calendar of operations. Nine-month employees will be scheduled to work the number of work days on the nine-month calendar of operations. The Board will adopt its 9-month and 12-month calendars of operation at a Board meeting no later than the month following the New Philadelphia City School District Board of Education's approval of its calendar of operations. For the duration of this Agreement, employees in the bargaining unit as of the date of ratification of this Agreement who remain in their current classification shall not have their hours reduced. For the duration of this Agreement, the normal work day for new positions created in the bargaining unit, other than speech/language pathologist, shall not be reduced by more than a half-hour compared to the work day for existing positions in the same classification in the bargaining unit. If the Board creates a part-time speech/language pathologist position and then subsequently has a need for a full-time speech/language pathologist, the Board will offer the full-time hours to the part-time speech/language pathologist before creating a second part-time position. Non-overtime exempt employees may be required to work an adjusted work week not to exceed forty (40) hours per week. Such an adjusted work week shall be known as "flex" time. Flex time shall be granted within a reasonable amount of time or it may be grieved.

The Employer shall retain its prerogative to increase or reduce the number of positions and to increase or reduce the number of hours that employees are scheduled to work, within the limitations set forth in the paragraph above.

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B. For purposes of computing overtime pay, the Employer shall consider only hours actually worked. If an employee works on a holiday or on a day on which other Union employees in the same program are not required to report to work due to program delay or cancellation, those hours worked will be counted in determining if the employee worked more than 40 hours in a week. In addition, paid holiday time will be considered time actually worked for purposes of computing overtime, even if the employee is not required to work that day.

C. The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours, including more than forty (40) hours in a work week and/or more than eight (8) hours in a day, as it determines the needs of the Board may require. However, each non-overtime-exempt employee will be paid at the rate of one and one-half (1-1/2) times his or her regular straight-time hourly rate for all hours worked in excess of forty (40) hours in any one work week. Overtime must be authorized in advance by the Employer. For purposes of calculation, the work week begins at 12:01 a.m. on Sunday and ends at midnight the following Saturday. Payment of overtime and/or premium rates shall not be duplicated or pyramided for the same hours worked. Overtime-exempt employees may be asked, but will not be required, to attend training sessions, seminars, or in-services between the last day of the school year on the calendar of operations and the Sunday of the week before the first day of the next school year on the calendar of operations. However, if they agree to attend, they shall be paid their *per diem* based on their regular rate of pay for the last school year, plus they shall be reimbursed expenses in accordance with Article 31. The Board may require all staff, both overtime-exempt and non-exempt, to attend required training, including but not limited to training in CPR and First Aid, within the week prior to the first day of the school year on the calendar of operations. All staff required to attend such training shall be paid their *per diem* based on their regular rate of pay for the school year in accordance with Article 31.

D. Compensatory Time

1. If a non-overtime-exempt employee's hours for a given week, including, but not limited to, work performed on a paid non-work day, exceed forty (40) hours, then he/she may be required to take compensatory time in lieu of overtime pay, in the Employer's discretion, at a time-and-a-half rate for hours actually worked.

2. Compensatory time accumulated shall be used as soon as practicable by the non-overtime-exempt employee. Non-overtime-exempt employees shall be compensated at their current rate of pay for unused, accumulated compensatory time when they retire, resign or are laid off from employment. An employee will be permitted to use compensatory time within a reasonable period after making a request to use it, provided the use of such time does not unduly disrupt the operations of the Board. An employee must be permitted to use compensatory time within the period provided by law. If an employee dies with unused, accumulated compensatory time, then the value of that compensatory time, calculated based on the employee's current rate of pay, shall be paid to the estate of the deceased employee.

E. Breaks and Lunch Periods

1. Employees who work at least 6.5 hours in a day at a Board location shall be permitted to take no more than two five-minute breaks in the a.m. and two five-minute breaks in the p.m. or one ten-minute break in the a.m. and one ten-minute break in the p.m. Breaks must be scheduled subject to operational needs, as determined by the employee's Supervisor and may be denied or cut short by the employee's Supervisor, as dictated by operational needs. Breaks may not be used to extend a lunch period or to leave early at the end of the day.

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2. For purposes of this Article, a "break" is defined as any and all times when an employee is not at his/her work area performing job-related duties (except for use of the restroom and lunch time). An employee's work area includes his/her desk, areas in the buildings where the employee performs job-related duties, and areas in the community where the employee performs job-related duties. When employees are not on break, they shall be expected to be performing job-related duties. Employee use of personal cell phones during their breaks or at any other times is addressed in section 14 (*Job Descriptions/Work Rules*) of this agreement.

3. Employees will be accorded, except in cases of emergency, thirty (30) minutes of lunch time each day they work at a Board location. Employees shall normally have a duty-free lunch. If a non-overtime exempt employee works through a scheduled lunch at a Board location and does not receive the half-hour off at another time during the week, then he/she shall be paid or granted compensatory time for the time worked. Each employee's lunch schedule shall be established after consultation between the employee and his/her Supervisor, including the employee's schedule for days on which the employee will be at a special activity for individuals (e.g., field trip, holiday program, summer picnic) over lunch. The Supervisor shall have final approval of such schedule. Employees may request variations in the established lunch schedule, which must be approved in advance by the Supervisor. Without such prior approval from the Supervisor, employees may not work through lunch and take the one-half (1/2) hour at another time. The salary of overtime-exempt employees shall not be affected by whether or not the employee takes a lunch break. For non-overtime-exempt employees, time spent on lunch break and not working shall be unpaid.

F. Anyone who is hired as or who bids into the classifications of classroom assistant and food service specialist after the effective date of this Agreement, shall initially be scheduled to work either 6.5 hours/day (food service specialist) or 7.0 hours/day (classroom assistant).

ARTICLE 11. JOB POSTING AND BIDDING PROCEDURES

A. Within ten (10) calendar days after a job vacancy arises, the Employer shall post a notice of vacancy for a period of at least five (5) working days. A copy of each such notice shall be submitted to the Local President. A vacancy is an existing or new position that the Employer has authorized to be filled, whether created as a result of the resignation, retirement, termination, transfer between classifications, death of an employee, or the need for additional services. If a vacancy is posted during the summer, the notice will be posted for at least ten (10) calendar days and a copy will be sent to the Local Union President. The notice of vacancy shall contain a job title, work schedule, required qualifications for the position, building or program location, pay range, and deadline for submitting a bid. In the case of a teacher, the notice of vacancy will also specify the required certification. Employees who wish to be considered for the posted position must submit a bid in writing to the office of the person designated on the posting by the deadline for submitting a bid. Posted positions shall be filled within fifty (50) calendar days from the close of the posting of the notice, if an applicant satisfactory to the Employer is found. Positions shall be awarded within ten (10) days after the last applicant interview. Scheduling of interviews will commence promptly after the close of the posting period, and reference checks will commence promptly after the completion of interviews. The notices of vacancy shall be placed at each site (*i.e.*, school, board office) in a designated area and a copy sent to the local Union President.

B. All timely-filed applications will be reviewed by the Employer and the position will be awarded to the applicant that the Employer deems most qualified. Criteria for selection shall include qualifications, skills and/or experience relevant to the job to be performed, and seniority with the Board.

The Employer will grant an initial interview and give consideration to all bargaining unit applicants who have timely submitted a bid and meet the required qualifications set forth in the job posting.

C. In the event the Employer deems 2 or more applicants equally qualified, preference will be given to an applicant from within the bargaining unit with the most system seniority, if any. If the Employer deems 2 or more applicants from within the bargaining unit equally qualified, preference will be given to the applicant with the most seniority with the Board.

D. Tests given to determine qualifications shall be uniformly applied to all applicants for a given position.

E. If an hourly-rate bargaining unit member is awarded a position in another hourly-rate classification, then the bargaining unit member shall retain his/her current hourly rate in the new classification, unless the initial hire rate in the new classification is higher.

ARTICLE 12. LAYOFF AND RECALL

A. When it becomes necessary to reduce the number of employees in the bargaining unit, the Employer shall determine in which classification(s) such reduction shall occur and the number of employees to be laid off in each affected classification. For purposes of this provision, job classifications include:

1. Classroom Assistants
2. Maintenance
3. Speech/Language Pathologists
4. Teachers
5. Secretaries
6. Food Service Specialist
7. Behavior Support Assistants

Any new classifications or job titles added to bargaining unit during this agreement shall be included in the above classifications.

In the event of a reduction, the Employer may consider laying off an employee(s) in the classification(s) to be reduced who submits to the Fiscal Officer written notice of his/her willingness to be laid off. The Employer has absolute discretion to lay off or retain any such volunteer(s).

In the event the Employer agrees to accept the volunteer for layoff, the Employer will not challenge the employee's application for unemployment compensation benefits on the basis of the voluntary nature of the employee's departure.

In the absence of a volunteer(s) deemed suitable by the Employer, the Employer shall follow the procedure below for layoff:

Employees shall be laid off in the reverse order of classification seniority in the classification(s) affected, with the least senior employee in the classification affected first, except as teacher certification or endorsement may otherwise require.

B. The Employer will endeavor to keep the number of people affected by a reduction in force to a minimum by not employing replacements for employees who resign, retire, or otherwise vacate a position.

C. In the event of an anticipated reduction in bargaining unit employees, the Employer shall notify those employees affected and the Local President no later than thirty (30) calendar days prior to the effective date, except in the case of building damage or natural disaster requiring immediate layoff. Copies of all layoff and recall notices shall be sent to the President of the Local Union.

D. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. While employees are on the recall list, they will retain the seniority that they had accrued as of the time of layoff. Layoff of an employee shall not constitute a break in the employee's continuous service for purposes of seniority. If an employee is offered re-employment in the classification from which he/she was laid off and refuses it, that employee will be removed from the recall list. Employees shall only be eligible for recall to the position they held immediately prior to layoff. Employees laid off in the classifications of department specialist, job coach and/or secretary shall also be recalled to positions in the classifications of store attendant, classroom assistant or food service specialist, if qualified. If the position is fewer hours or a lower hourly rate at the time of recall than prior to layoff, then the employee may refuse the recall offer without being removed from the recall list. The accrued vacation days or compensatory days of an employee affected by layoff shall be paid in full by a separate paycheck issued following the last paycheck after the layoff. If the employee has accrued personal leave, he/she may request to use it prior to the layoff date.

E. Laid off employees shall be recalled into their classification, as vacancies occur, in reverse order of layoff. No employees shall be hired, transferred or promoted into a classification until all employees who are laid off from that classification and possess recall rights have been offered the opportunity to return. Each recalled employee shall have seven (7) calendar days from the date the notice of recall was issued to return to work, in accordance with Paragraph D, or he/she forfeits that right and shall be removed from the recall list (exception: the employee is ill or has another job and needs to give notice to the employer or is out of town, and the employee notifies the Board of that fact within seven (7) calendar days from date of issuance of notice of recall.) It shall be the responsibility of each laid-off employee to maintain a current address with the Employer at all times. A copy of any and all recall notices shall be sent to the Local President.

F. Laid off employees shall have the same bid rights as other employees while on layoff.

G. The procedures set forth in this Article shall supersede and take the place of the layoff procedures set forth in ORC §124.321, and shall exclusively govern the procedure for layoff and recall of employees.

ARTICLE 13. PROBATIONARY PERIODS

A. Every newly hired employee will be required to serve a probationary period. For employees in the classifications of behavior support assistants, maintenance, speech/language pathologist, secretary, and teacher, the new hire probationary period shall begin on the first day on which the employee performs work

for the Board as a bargaining unit member and shall continue for a period of one-hundred-eighty-four (184) work days, excluding time not actually spent on the job, *i.e.*, leaves of absence. For employees in the classifications of food service specialist and classroom assistant, the new hire probationary period shall begin on the first day on which the employee performs work for the Board as a bargaining unit member and shall continue for a period of ninety (90) work days, excluding time not actually spent on the job, *i.e.*, leaves of absence. Up to five (5) program cancellation days will be counted as days actually spent on the job. During the probation period, a newly-hired employee may be terminated for any reason, without recourse by the Union or the employee to the grievance and arbitration procedure in this Agreement or to any other legal challenge.

B. Employees who move to another classification in the bargaining unit shall serve a trial period of thirty (30) days the employee is actually working in the new classification, excluding time not actually spent on the job, *i.e.*, leaves of absence. Up to five (5) program cancellation days will be counted as days actually spent on the job.

C. During the trial period, an employee who moves to another classification in the bargaining unit may choose to return to his/her former classification or the Employer may return the employee to his/her former classification for any reason. Regardless of the reason(s) for the return, no grievance or legal action of any kind may be filed against the Employer on the basis of the return. If an employee chooses to return or is returned by the Employer to his/her former classification within ten (10) work days, then he/she will be guaranteed his/her old assignment within the classification.

D. An employee whose job location or duties change as a result of management action rather than the employee's bid on a vacancy will not serve a trial period as a result of the change in job location or duties.

ARTICLE 14. JOB DESCRIPTIONS/WORK RULES

A. All existing employees shall be given a copy of their current job description no later than thirty (30) days after the effective date of this Agreement. Thereafter, any employee who changes his or her job classification should receive a copy of the job description for the new position no later than the first day that the employee starts working in the new classification. New employees shall receive a copy of their job description no later than the first day that they start work. If the Employer determines it is necessary to change any job descriptions, the Union and employees working under the job description to be changed shall be provided input into the process.

B. Telephone Usage

1. Employees are to inform any family or friends who may call to leave a message, unless the call is for an emergency situation. Employees may make or receive calls on Board-owned telephones at any time when an emergency exists, provided that the employee's job responsibilities are adequately covered.

2. Employees may accept Board business calls on Board-owned telephones including cell phones at their discretion during times when students/ adult enrollees are in attendance, provided that the employee's job responsibilities are adequately covered.

3. Receptionists will screen calls by asking callers to identify themselves and whether or not the caller needs to speak with the employee immediately or if a message may be taken.

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4. The Board's 800 numbers are to be used for business purposes only. Personal use of Board owned cell phones is not permitted, except in emergency situations.

5. Employees may use their personal cellular telephones on Board property during their breaks and lunch periods in designated areas only. Employees may also use their personal cell phones on an off-campus field trip, if staff have to separate and need to communicate with each other for work-related reasons. Personal cell phones are to be turned off at all other times. Employees are not permitted to use their personal cell phones at any time in their work areas, except as mentioned in an off-campus field trip. An employee's work area includes his/her desk, areas in the building where the employee performs job-related duties, and areas in the community where the employee performs job-related duties.

6. Employees making personal long distance calls on Board owned telephones including cell phones must reimburse the Board for the cost of such calls.

ARTICLE 15. SENIORITY

A. Systemwide seniority shall be defined as an employee's uninterrupted length of continuous service with the Employer, as computed from the employee's most recent commencement of work as a bargaining unit employee. An employee shall have no seniority for the probationary period provided for in this Agreement, but upon completion of the probationary period seniority shall be retroactive to the commencement of work as a bargaining unit employee. Job classification seniority shall be defined as the length of continuous employment by an employee in a particular job classification, as computed from the employee's most recent date of entry into such job classification as a bargaining unit employee.

B. A termination of employment, including, firing, resignation, and retirement, shall constitute a break in continuous service and accumulated seniority. In accordance with Article 12, a layoff shall not be deemed an interruption of service for purposes of seniority, if an employee is recalled.

C. An authorized absence does not constitute a break in continuous service provided the employee returns to active service following the expiration of the leave.

D. If two or more employees are hired at the same time, seniority of the employees shall be determined by a drawing of straws with the shortest being the most senior, with the longest being the least senior. A Union representative shall be present for this procedure.

E. A job classification/system seniority list shall be posted, and a copy sent to the Local President by October first (1st) of each year. Each employee shall have until November first (1st) of each year in which to challenge his/her misinformation. If an employee makes no such challenge, then the employee's job classification/system seniority shall be as indicated on the posting and neither the employee nor the Union can challenge it until the following posting period.

F. The Local President shall be notified of all new hires, along with contact information.

ARTICLE 16. PERFORMANCE APPRAISALS

- A. The Employer has the right to evaluate employees on a periodic basis as it deems necessary. The same evaluation form shall be used to evaluate each employee within a classification, with the understanding that the Employer may revise the evaluation form from time to time across-the-board within a classification. A copy of the blank evaluation form will be given to the Local President. If the Employer believes the work performance of a probationary employee is deficient in a way that might be corrected, the employer shall advise the employee of such deficiencies in writing (which need not be on an evaluation form) so he or she can attempt to correct the deficiencies. Evaluations and any written advice of deficiencies shall not be considered as disciplinary action.
- B. A copy of each evaluation shall be reviewed with the employee with a copy given to the employee at the conclusion of the evaluation session, unless the employee refuses to participate or otherwise prevents such review. No evaluation of any employee shall be filed in the employee's personnel file, unless the Employer has offered the employee an opportunity for a discussion between the employee and the evaluator. The evaluator and employee shall each sign the evaluation form. The signature by the employee does not constitute approval or disapproval but indicates only that the evaluation has been reviewed.
- C. An employee may present written comments and/or rebuttal which shall be dated and entered as an attachment to the evaluation form.
- D. Evaluations shall not be appealable through the grievance procedure unless used to support a disciplinary action.
- E. An evaluator shall attempt to provide specific written recommendations for improvement in cases where the evaluator believes it is warranted. Employees may request specific recommendations for improvement from the evaluator, if such recommendations have not been provided in the evaluation.

ARTICLE 17. SICK LEAVE

- A. An employee shall earn 4.6 hours of paid sick leave for each completed eighty (80) hours of service in active pay status. For the purposes of this Article, active pay status is defined as hours worked, hours on paid vacation leave, hours on holiday leave, and hours on paid personal leave. Active pay status will include hours on paid sick leave. Sick leave is not earned during hours of overtime worked. The amount of sick leave time any one employee may accrue is unlimited.
- B. For purposes of this Article, "immediate family" shall be defined as an employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands *in loco parentis* to the employee.
- C. Sick leave may be used for the following reasons:
1. Personal illness, injury, pregnancy, childbirth and/or related medical conditions, or exposure to contagious disease which could be communicated to others.
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2. Illness, injury or death of a member of the employee's immediate family. In the case of a member of the immediate family not living in the same household, an employee may request sick leave only if the illness or injury is serious or the employee is needed to care for the family member. If leave is taken because of a death of a member of the employee's immediate family, the employee must provide proof of death (e.g., obituary, funeral notice) and indicate relationship upon return from leave.
- D. Sick leave may be requested for the following reasons:
1. Medical, dental, or optical examinations or treatment of the employee or a member of his or her immediate family. If the examination or treatment is of a routine nature scheduled in advance, every effort should be made to schedule outside normal working hours.
- E. Sick leave shall be used in minimum increments of fifteen (15) minutes (1/4 hour) and must be applied for on forms as prescribed by the Board. To utilize sick leave, the employee must be scheduled to work that day.
- F. An employee is required to notify the Supervisor or designee of any anticipated absence and the type of leave to be used. After hours, the employee shall leave a message on the designated phone. School employees must report an anticipated absence no later than 6:30 a.m. that day. All other employees must report an anticipated absence no later than one hour prior to the employee's starting time. The board shall provide a designated phone number with voice mail to each employee in order for the employee to fulfill this obligation. This provision shall not prohibit an employee from calling a supervisor's home number, if s/he so desires. When an employee reports an anticipated absence, he/she shall provide the Supervisor with whatever information he/she has that could assist the Supervisor to determine the coverage that will be needed (e.g., how many individuals were absent for illness the day before, whether any individuals are scheduled to be absent on the day for which leave is requested, specific contract job information, etc.). An employee requesting paid sick leave shall enter the request into Infall either prior to the leave, when possible, or immediately after return from leave. If an employee has prior knowledge of a medical appointment, he/she must submit a request for use of sick leave as far in advance as possible.
- G. The Employer maintains the right to investigate any employee's absence or pattern of absences, to require a physician's written certification of the nature of any personal illness or injury and/or to require a fitness-for-duty examination by a physician appointed by the Board at Board expense. The Employer also maintains the right to require a physician's written certification of an immediate family member's illness or injury for an absence in excess of four (4) consecutive work days. An employee who fraudulently requests sick leave or falsifies a physician's certificate or other sick leave record may be subject to appropriate disciplinary action, up to and including dismissal.
- H. Vacation or personal leave shall be used for sick leave purposes after paid sick leave is exhausted.
- I. Employees who have prior service with the county and or any other political subdivision of the State of Ohio, or who are re-appointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, appointment or transfer does not exceed ten years.
- J. Employees shall be entitled to any bereavement leave that may become available pursuant to board policy and on the terms set forth in board policy, as board policy may be amended from time to time during this agreement. By bereavement leave, the parties mean a leave separate from sick leave that is not counted

against an employee's sick leave balance and can be used in the case of death of an immediate family member.

K. An employee who uses sick leave as a direct result of a physical injury from a physically aggressive individual and who is determined to be eligible for Total Temporary Disability through the Ohio Bureau of Workers Compensation may buy back up to seven (7) days of sick leave used as a result of this injury. Such buy back shall be at the time-of-use dollar value of each sick day used, including the employee's OPERS/STRS costs, and shall be accomplished either by direct payment to the Board's Fiscal Officer, by payroll deduction in equal installments over the 12 pay periods following the employee's election to buy back the sick leave, or by a combination of the previous two methods. Such election must be made in writing to the Board's Fiscal Officer within 10 working days after the employee's return to work from total temporary disability with copies distributed to the employee's immediate supervisor and the union president.

L. This Article is intended to supersede and replace the statutory provisions contained in ORC§124.38.

ARTICLE 18. PERSONAL LEAVE

A. Each bargaining unit employee working nine (9) months shall be afforded, three (3) paid personal leave days per contract year and each bargaining unit employee working twelve (12) months shall be afforded four (4) paid personal leave days per contract year, except that the number of days shall be pro-rated for new employees as set forth in paragraph J below. It is the intent of personal leave to allow employees extra days they may need for emergencies and personal obligations not covered by other leave.

B. Personal leave may be taken in minimum units of one-quarter (1/4) hour. To use personal leave, an employee must be scheduled to work the day for which the leave is requested. Personal leave shall be requested using Infall and requires written approval of the Supervisor. Except in cases of emergencies and/or requests to take leave during non-program time, personal leave days must be requested as far in advance as possible to the Supervisor or his/her designee. If personal leave is requested more than fourteen (14) work days in advance, the Supervisor or his/her designee shall advise the employee in writing of approval or denial of the personal leave no later than ten (10) work days after the request is made, unless the calendar of operations covering the period for which leave is requested is not finalized, in which case the Supervisor or his/her designee shall advise the employee in writing of approval or denial of the personal leave no later than ten (10) work days after the finalized calendar of operations is adopted by the Board. If personal leave is requested less than fourteen (14) work days in advance, the Supervisor or his/her designee shall advise the employee in writing of approval or denial of the personal leave, no later than one (1) work day prior to the day personal leave is requested, unless it is deemed an emergency. Once approved, personal leave cannot be changed by either party unless mutually agreed to by the employee and his/her Supervisor.

C. In an emergency situation (for example, but not limited to, if personal leave is being used because of illness when an employee has exhausted paid sick leave), an employee is required to notify the Supervisor or designee verbally of the request for personal leave and the emergency nature of the situation. After hours, the employee shall leave a message on the designated phone. School employees should request personal leave on an emergency basis no later than 6:30 a.m. that day. All other employees must report an anticipated absence no later than one hour prior to the employee's starting time. When an employee requests emergency personal leave, he/she shall provide the Supervisor with whatever information he/she has that could assist the supervisor to determine the coverage that will be needed (e.g., how many individuals were absent for illness the day before, whether any individuals are scheduled to be absent on that day for which leave is requested,

etc.), if known. In an emergency situation, the employee must submit the leave request in Infall no later than the next working day or upon return to be paid for the personal leave.

D. An employee who requested a personal leave day on a day that the employee is not required to report to work as a result of a program delay or cancellation shall not have such time deducted from his or her personal leave and shall be compensated for the program delay or cancellation time in accordance with this Agreement.

E. Paid personal leave may only be used in the contract year in which it was granted. One half of any personal leave that remains unused at the end of a contract year will be converted to sick leave and added to the employee's sick leave balance.

F. The number of employees in each classification who can be on scheduled personal leave on any one day shall be determined by the employer based on operational needs. Emergency leave shall not be denied solely on the basis of the number of employees on scheduled personal leave.

G. Requests for leave during early morning non-program time (time when no enrolled individuals are present) may be made as late as 3:00 p.m. the day before. Requests for leave during afternoon non-program time may be made as late as one half (1/2) hour before. In both cases, employees may not take leave unless the Supervisor or designee has verbally given approval. The employee must submit the leave request form no later than the next working day or upon return to be paid for the personal leave.

- H. Examples of personal obligations not covered by other leave include, but are not limited to:
1. court appearances
 2. legal or business matters
 3. family emergencies
 4. unusual family obligations
 5. weddings
 6. religious holidays
 7. funerals of other than immediate family
 8. any other matters of a personal nature

Whether or not such a personal obligation is an emergency, however, will be determined by the Supervisor on a case-by-case basis.

I. Compensation for personal leave shall be paid at the employee's hourly rate for hourly employees and at the employee's *per diem* rate for salaried employees.

J. New employees will be granted personal leave according to the following schedule:

<u>Hire Date</u>	<u>12-Month Employees</u>	<u>9-Month Employees</u>
September 1 – October 15	4 Days	3 Days
October 16 – January 15	3 Days	2 Days
January 16 – April 15	2 Days	1 Day
April 16 – July 15	1 Day	Not Applicable

ARTICLE 19. FAMILY AND MEDICAL LEAVE ACT

A. Notwithstanding anything to the contrary in the provisions of this Agreement, the Employer and employees shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993, as amended. Except as otherwise mandated by the Act, family leave shall be used concurrently with paid leave accrued by the employee and other leave required by law. The period used for calculating eligibility for leave shall be as set forth in the Board policy on Family and Medical leave.

ARTICLE 20. UNPAID LEAVES OF ABSENCE

A. The Superintendent may grant an employee a medical leave of absence without pay for a period not to exceed one (1) year. The Superintendent shall grant an employee a medical leave of absence without pay for a period not to exceed one (1) year if the employee has suffered a catastrophic illness, injury or disease, as certified by the employee's doctor, except that the Employer shall have the same right to challenge the doctor's certification as under the federal Family and Medical Leave Act. (For purposes of this provision, catastrophic shall mean a serious illness, injury or disease that significantly impairs the employee's ability to work and lasts for a period of at least thirty (30) days. It shall include, but is not limited to, such things as terminal illness and stroke, but shall not include such things as pregnancy and broken bones.) The Superintendent may grant an employee a leave of absence without pay for a period not to exceed two (2) years for the purpose of education, training or specialized experience, which would benefit the Employer. An unpaid leave of absence may not be given unless the employee has exhausted all applicable accrued paid leave.

B. All leaves of absence without pay, and any extensions thereof, must be applied for in writing via e-mail to the Superintendent, must be submitted with supporting data, and must include an expected date of return. For a non-medical leave of absence, the supporting data shall include a written statement from the employee explaining briefly why he/she needs an unpaid leave. For a medical leave of absence, the supporting data shall include a physician's statement of the need for leave and the expected date of return. Employees must request unpaid leave at least thirty (30) work days in advance or, when that is not possible, as soon as the need for leave is known. If approved, the employee must complete a leave request via Infall.

C. An employee on leave of absence without pay does not accrue sick leave or vacation time.

D. An employee who exceeds ten (10) days of unpaid leave of absence in a calendar year shall continue to be carried on payroll records for insurance purposes, but the employee shall be responsible for payment of 100% of his/her insurance premiums for the specified time of the leave in excess of ten (10) days, if the employee elects to maintain his/her medical and/or life insurance coverage, except as may be otherwise provided under Board policies or this Agreement. During such leave in excess of ten (10) days in a calendar year, employees shall reimburse the Board for any pro-rated monthly insurance premiums pre-paid by the Board for the period of leave and shall pay to the Board the full amount of any monthly insurance premiums not yet paid by the Board for the period of leave. Premiums for any month for which insurance coverage is desired shall be due by the 25th of the month following the tenth consecutive day of unpaid leave of absence.

E. The employee shall discuss his/her date of return with his/her Supervisor at least thirty (30) work days prior to the expiration of the leave or, when that is not possible, as soon as it is known. An employee shall return immediately following the expiration of the leave or, when that is not possible, shall apply for

ARTICLE 22. VACATION

A. Twelve-month employees who are scheduled to work at least 20 hours per week, shall be eligible for vacation leave. Nine-month employees shall earn service credit for vacation based on the number of weeks they have worked, in case they switch to a twelve-month position and can accrue and use vacation leave.

B. Eligibility Guidelines

1. Service time for the purpose of calculating vacation for all eligible employees is determined according to total service with the county, state, or any political subdivision thereof. Prior service credit need not be continuous, and it is the employee's responsibility to secure proof of prior service credit with the State of Ohio or any political subdivision. Employees begin accruing vacation upon date of hire and are permitted to use vacation as it accrues. (See request and scheduling below.)

2. An employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the State, and who is subsequently hired by TuscBDD shall not have their prior service with the county, state, or any political subdivision thereof counted for purposes of computing vacation leave. Vacation accrual for such employee shall be based only upon the service that they are currently accruing with TuscBDD.

C. Accrual

1. Employees eligible for paid vacation leave shall accrue according to the following schedule. The rate of accrual is the maximum per pay period based on an 80 hour pay period.

<u>Years of Service</u>	<u>Employee Earns</u>	<u>80 Hour Rate of Accrual</u>
Year 1	80 hours vacation	3.1 hrs. per pay period
After 6 years	120 hours vacation	4.6 hrs. per pay period
After 12 years	160 hours vacation	6.2 hrs. per pay period
After 22 years	200 hours vacation	7.7 hrs. per pay period

Full-time employees who are in active pay status for fewer than 80 hours in a pay period shall earn vacation leave on a prorated basis, rounded to one one-hundredth of an hour. Upon an employee's 6th, 12th, and 22nd year anniversary dates, the Employer shall credit the employee's vacation balance with 1 week of leave.

2. Additional vacation leave is not accrued through the accumulation of paid overtime. Vacation leave is not earned while an employee is in no-pay status (leave of absence, disciplinary suspension, etc.).

D. Charging of Vacation Against Balance

Approved vacation shall be charged against an eligible employee's available vacation leave balance in minimum units of .25 hour. Only vacation leave accrued may be used. Vacation leave may not be advanced. If a holiday or program cancellation occurs while a full-time employee is on an approved vacation, such vacation day shall not be charged against the employee's vacation leave balance.

E. Request and Scheduling

1. Vacations shall be scheduled in accordance with the Employer's workload requirements. Once approved, the vacation leave cannot be changed by either party unless mutually agreed to by the employee and his or her Supervisor.
2. Vacations shall be scheduled on a "first come, first serve" basis. Requests for vacation leave must be submitted via Infall two working days in advance of the requested leave and approved or denied by the employee's immediate supervisor.
3. On a case-by-case basis, employees may be granted vacation leave with less than a two-day notice based on a verbal request with the approval of the immediate supervisor. The request via Infall shall be completed as soon as possible.
4. If an employee requests to take vacation during the same time that another employee asks to take unpaid leave, and only one request can be granted, the request for paid vacation leave shall be given priority, unless the request for unpaid leave is approved before the request for paid vacation is received.

F. Use Period, Carry Over, and Separation

1. Employees are encouraged to utilize vacation leave in the year that it is earned and prior to the next occurrence of the anniversary of the employee's employment; however, employees are permitted to accumulate and carry over up to three years' worth of earned but unused vacation. No vacation shall be carried over for more than three (3) years. Employees will cease to accrue vacation leave when it exceeds the amount below:

Years of Service	Accrual Rate Per Hour	Maximum Hours (80 hour Pay)
After 1 year	.03875	240
After 6 years	.0575	360
After 12 years	.0775	480
After 22 years	.09625	600

2. Full-time employees who move to a position that is not full-time shall cash in their vacation balance.
3. Employees who resign or retire are entitled to compensation, at their current rate of pay, for up to three years' worth of earned but unused vacation leave at the time of separation. In the case of death of the employee, up to three years' worth of earned but unused vacation leave shall be paid in accordance with section 2113.04 of the ORC.

ARTICLE 23. MILITARY LEAVE

- A. A military leave of absence shall be granted to any regular contract employee who shall be inducted, called to active duty or who enlists for military duty with any branch of the armed forces of the United States, in accordance with applicable state and federal law.

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ARTICLE 24. COURT LEAVE

- A. The Employer shall grant court leave with pay to an employee summoned for jury duty, during his or her regularly scheduled work hours, by a federal, state, or local court. The Employer shall also grant court leave with pay to an employee subpoenaed to appear before any court or other body authorized by law to require attendance of witnesses, during his or her regularly scheduled work hours, where the employee is not a party to the action. Any compensation or reimbursement received by the employee related to jury duty or for court attendance, compelled by subpoena, must be submitted to the Fiscal Officer, when such duty was performed during regularly scheduled work hours.
- B. Employees will be paid their regular rate of pay for time spent on jury duty or court attendance during their regularly scheduled work hours. Employees will be expected to report for work following jury duty or court attendance, if they are dismissed prior to the end of their scheduled work hours. In order to be eligible for payment under this Article, the employee must notify his or her Supervisor as soon as possible after receipt of the subpoena or notice of selection for jury duty, and prior to the commencement of leave, and must furnish the Fiscal Officer with a written statement from the appropriate court official showing the date served and the amount of pay received.
- C. An employee who is appearing before a court, or other body authorized by law to require attendance of witnesses, during his or her regularly scheduled work hours, in a case in which s/he is a party to the action, may request paid or unpaid leave for that purpose. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, or custody proceedings.

ARTICLE 25. PROGRAM CANCELLATION

This Article shall not apply to behavior support assistants.

- A. The Superintendent or designee, in his/her sole discretion, may cancel or call for the early dismissal or the delay of one or more of the Board's programs when circumstances warrant such cancellation, early dismissal, or delay (e.g., disease, epidemic, hazardous weather conditions, damage to a program building, or other temporary circumstances due to utility failure rendering a building or buildings unfit for its intended use, or any state of emergency declared as such by the President of the United States or the Governor of Ohio). Employees not specifically needed to work, in the determination of the Employer, during a day on which the program in which they work has been delayed or cancelled need not report to work during the period of program delay or cancellation and will be compensated for the time they were scheduled to work during the delay or cancellation period. Employees who are in a non-pay status before or after a day of program delay or cancellation will not be paid for the time involved in the program delay or cancellation.
- B. The Superintendent or designee has the authority in any declared program delay or cancellation to require employees to report to work, to remain at work beyond normal working hours, and/or to adjust their normal working hours and/or work site if necessary to meet the operational needs of the Board's programs. If hourly employees are required to remain at work beyond normal working hours due to an emergency, then they will be given flex time or, if that is not possible, compensatory time, equal to hours worked beyond normal working hours. Any employee required by the Superintendent or designee to work on a day on which the program in which they work has been delayed or cancelled shall be paid their regular daily pay and shall receive compensatory time at a straight-time rate for hours worked on the day of program delay or

cancellation, except as may be otherwise required by overtime laws. An employee will be permitted to use compensatory time within a reasonable period after making a request to use it, provided the use of such time does not unduly disrupt the operations of the Board. An employee must be permitted to use compensatory time within the period provided by law.

C. When the start time for a program or programs has been delayed, or a decision to dismiss early has been rendered, then the start time or ending time of employees not required to be at work shall be adjusted accordingly, without loss of pay for the day.

D. Employees not scheduled to work during a declared program delay or cancellation because of scheduled vacation, sick leave, or other approved leave will not have the program delay or cancellation time deducted from their leave balances.

E. The decision to cancel one or more programs or to dismiss one or more programs early shall be made by the Superintendent or designee.

F. Program cancellation for days beyond five (5) days will be made up on such days as set by the Employer, without additional compensation for the make-up day, except if an employee is regularly scheduled to work on the make-up day, in which case he/she will be paid as usual. Possible makeup days shall be factored into the Calendar of Operations, copies of which shall be given to all employees at the beginning of the school year. Makeup days shall not be scheduled on a paid holiday. Program delays resulting in less than a day of missed time shall not need to be made up, except as otherwise required by law.

G. The Employer will attempt to make a determination on the delay or cancellation of a program as early as possible.

H. When it is determined that a program should be cancelled or delayed, a phone chain shall be established whereby the Superintendent or designee will notify the Principal and Director, or their designees, who will then attempt to notify unit members. Employees should still listen to the designated radio stations, however, to learn if a program has been canceled or will start late, in case they cannot be reached in time by phone. Unless otherwise notified, employees are expected to begin work at their normal starting times when a delay within their program has been declared.

I. If an employee is required to work on a day on which the program in which he or she works has been delayed or cancelled due to weather conditions, and if he/she expects to arrive later than the required time because of road conditions, the employee shall contact his/her Supervisor to agree upon a revised time for arrival. If the employee arrives later than the required time, but on or before the revised time agreed to with his/her Supervisor, then the employee shall not be disciplined or suffer loss of wages for tardiness on that day.

ARTICLE 26. PAY DAYS

A. Employees shall be paid by direct deposit bi-weekly on every other Thursday. If a payday falls on a holiday, the employee will be paid on the preceding Wednesday.

B. The Employer agrees to notify the county auditor to make deductions from an employee's pay, as authorized in writing by the employee, for any of the following:

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1. federal income tax withholding
2. state income tax withholding
3. city income tax withholding
4. union dues
5. deferred compensation plan contributions
6. OPERS or STRS contributions
7. PEOPLE
8. credit union payments (contingent on ability to use electronic transfer)
9. Medicare
10. insurance premiums.

Signed payroll deduction authorizations must be submitted to the Human Resources Coordinator before a payroll deduction may be made, except as may be otherwise provided in this Agreement.

C. Employee paychecks must be direct deposited. In order to obtain direct deposit of his/her payroll, or to change existing direct deposit, the employee must notify the Human Resources Coordinator of his/her wishes and complete any required forms.

D. In the event a twelve-month employee works a 261st or 262nd day in a fiscal year, the employee shall be paid for the additional hours/days worked.

ARTICLE 27. SEVERANCE PAY

Severance pay shall be a one-time, lump sum payment to eligible employees upon retirement according to the following provisions:

A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The employee retires from employment with the Board pursuant to OPERS or STRS regulations, with ten (10) or more years of service with the Board.
2. The employee must, within one hundred twenty (120) days of the last day of employment with the Board, prove acceptance into the retirement system.
3. The employee must sign for the severance check certifying that the eligibility criteria have been met.

B. Benefit Calculation

The amount of the severance benefit due an employee shall be calculated by:

1. Multiplying the employee's accrued but unused sick leave by one quarter (1/4).

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- 2. Multiplying the product times the employee's hourly rate of pay at the time of retirement.
- 3. The amount of the benefit calculated in steps one and two shall not exceed the value of thirty (30) days of accrued but unused sick leave.
- C. Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee. An employee may elect, however, to retain his or her accrued, unused sick leave upon retirement, instead of being paid the value of that sick leave.
- D. An employee who dies and has seven (7) or more years service with the Board shall be eligible for the severance pay. The severance pay shall be paid in a lump sum to the estate within thirty (30) days of death.
- E. This Article is intended to supersede and replace the statutory provisions contained in ORC §124.39.

ARTICLE 28. OPERS/STRS PICK-UP

- A. The Board shall contribute to the Ohio Public Employees' Retirement System (OPERS) or the State Teachers' Retirement System (STRS), whichever is applicable, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such employees. The amount to be picked up on behalf of each employee shall be the most current approved member contribution rate in the applicable retirement system.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage which is required by OPERS/STRS to be paid as an employee contribution by said employee and shall be paid by the Board to OPERS or STRS on behalf of said employee as a "pick-up" of the OPERS or STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to OPERS/STRS shall not be greater than the amount(s) it would have paid for those items had this provision not been in effect.
- D. The Employer shall compute and remit its employer contributions to OPERS/STRS based upon the total annual salary, including the "pick-up." The Employer shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up." The Employer shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up." The Employer shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

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- F. The "pick-up" shall be a uniform percentage for all employees within a given retirement system (OPERS or STRS), and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the OPERS/STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 29. WAGES

- A. In the first year of this agreement, employees other than behavior support assistants shall receive an increase in their wage or hourly rate to keep pace with the increases in the wage rates for new hires, as follows: Effective 9/1/22, the actual wage of each maintenance employee shall be increased by \$3.00 per hour. Effective 9/1/22, the actual wage of each non-degreed, non-RBT-certified classroom assistant shall be increased by \$2.25 per hour. Effective 9/1/22, the actual wage of each degreed, non-RBT-certified classroom assistant shall be increased by \$2.25 per hour. Effective 9/1/22, the actual wage of each non-degreed, RBT-certified classroom assistant shall be increased by \$4.75 per hour. Effective 9/1/22, the actual wage of each degreed, RBT-certified classroom assistant shall be increased by \$4.75 per hour. Effective 9/1/22, the actual salary of each food service specialist shall be increased by \$2.24 per hour. Effective 9/1/22, the actual salary of each secretary shall be increased by \$2.80 per hour for non-degreed and \$2.84 per hour for degreed. Effective 9/1/22, the actual salary of each 210-day speech language pathologist shall be increased by \$3,439 (prorated for 140-day speech language pathologist). Effective 9/1/22, the actual salary of each teacher with less than a master's degree shall be increased by \$2,000.00 and the actual salary of each teacher with a master's degree shall be increased by \$2,000.00. In addition, the actual salary of behavior support assistants shall be increased by \$1,300, effective 9/1/22. On September 1 of the second and third year of this contract, employees shall receive a three percent (3.00%) wage increase or , a fifty cent (\$.50) per hour wage increase, whichever is greater. The wage increase shall be calculated based on their then-current hourly rate for hourly employees and their then-current salary for salaried employees. If the number of work days (i.e., days to be worked, including conference and in-service days, not paid holidays) established by the Board on the scheduled calendar of operations is increased above 184 days at the school, employees will be paid for all additional hours/days they work (at their regular hourly rate for hourly employees and based on a *per diem* rate for salaried employees). If, in any year of this Agreement, the Board awards a wage increase across-the-board greater than the amount specified in this Agreement, then bargaining unit employees shall receive that across-the-board wage increase instead of the amount increase specified in this Agreement for that year, without further negotiations over wages.
- B. New hires with no prior relevant experience shall be paid an annual salary/hourly rate as set forth below. Prior relevant experience may be granted in all classifications for years of service performing duties similar to those listed in the job description. The Superintendent or designee shall determine whether or not said experience qualifies as similar and shall determine the resulting salary/wage placement accordingly, the rationale for which shall be shared with the Union President. Such determination shall not be arbitrary and capricious. The starting salary may be increased by up to 3% per year of prior relevant experience. Prior service credit given to new hires will not result in a salary/hourly rate in excess of the salary/hourly rate given to a current employee with the same number of years of service in the same classification at TuscBDD.

Classroom Assistant – Without RBT Certification ¹	Nondegreed Associates or higher	\$15.00/hr \$15.25/hr
Classroom Assistant – With RBT Certification ²	Nondegreed Associates or higher	\$17.50/hr \$17.75/hr
Maintenance -		\$16.65/hr
Food Service Specialist-		\$13.00/hr
Secretary-	Nondegreed Associates or higher	\$15.00/hr \$15.25/hr
210 Day Speech Language Pathologist -		
	Bachelor	\$49,005.60
	Bachelor +30	\$50,507.93
	Master's	\$54,861.00
Teacher -	Bachelor	\$40,000.00
	Master's	\$43,000.00
Behavior Support Assistant		\$35,000.00

If a nine-month employee new hire works at least 120 days between date of hire and the following September 1, then he/she will receive the same wage increase as other employees on the following September 1 and subsequent years of this Agreement. If a twelve-month employee new hire works at least 160 days between date of hire and the following September 1, then he/she will receive the same wage increase as other employees on the following September 1 and subsequent years of this Agreement. If a new hire is not eligible for the same wage increase as other employees on September 1, and is receiving a wage less than the new hire rate/wage at that time, then the employee's wage shall be increased to the new hire wage/rate on September 1.

If, one year from the first day of work, an employee has not received a wage increase, then s/he will be paid a bonus in an amount equal to a portion of that year's across-the-board increase, paid out in equal pays during the pay periods remaining prior to September 1, calculated as follows: the number of work days remaining divided by the employee's total number of days per year as per the Board's approved calendar, the result of which is multiplied by one-half (1/2) the amount of the wage increase the employee would have received if s/he had been eligible on the prior September 1.

¹ This wage rate shall be in effect only through December 31, 2023. All current classroom assistants shall be required to acquire and maintain RBT certification as of December 31, 2023. Any classroom assistant who does not have RBT certification as of December 31, 2023, shall be released from employment due to lack of necessary certification.

² As of August 31, 2022, all new hires in the classification of classroom assistant must acquire and maintain RBT certification.

C. When a teacher or speech/language pathologist moves from the bachelor to the bachelor plus 30 level, his/her then-current salary will be multiplied by 1.038. When a teacher or speech/language pathologist moves from the bachelor plus 30 level to the master's level, his/her then-current salary will be multiplied by 1.055.

D. In the first payroll following the last day of each school year, any Teacher assigned by the Board to serve as a mentor teacher that year shall receive a \$500 stipend, which shall be pro-rated if the teacher did not serve as a mentor teacher throughout the entire school year. If the Teacher did not serve as a mentor teacher throughout the entire school year, the stipend s/he will receive for that year will be reduced by \$50 for each month that s/he did not serve as a mentor teacher. Assignment of the mentor teachers shall be in the sole discretion of the Board.

E. Employees other than classroom assistants and behavior support assistants who have obtained certification as a Registered Behavior Technician and completed the necessary requirements to maintain the certification shall receive a \$500.00 annual stipend. Employees who volunteer for and complete training by the nurse to perform delegated nursing duties for students shall receive a \$250.00 annual stipend.

F. Teachers shall be paid at their per diem rate for up to two, seven hour days in July or August prior to the first day of the school year for planning purposes for the upcoming school year. In order to receive payment, the teacher must schedule in advance with the Principal or designee and, on the day worked, sign-in and sign-out with the Principal or designee. Classroom Assistants shall be paid at their per diem rate for up to one, seven hour day in July or August prior to the first day of the school year to assist a classroom teacher for the upcoming school year. In order to receive payment, the Classroom Assistant must schedule in advance with the Teacher and Principal or designee and, on the day worked, sign-in and sign-out with the Principal or designee.

G. Employees who complete the following years of regular (not substitute) service shall receive a one-time longevity bonus as shown below on the first payroll period following September 1 in the contract year they attain the required number of years of service:

- Upon completion of five years of service - \$350.00
- Upon completion of ten years of service - \$450.00
- Upon completion of fifteen years of service - \$500.00
- Upon completion of twenty years of service - \$600.00
- Upon completion of twenty-five years of service - \$650.00
- Upon completion of thirty years of service - \$700.00
- Upon completion of thirty-five years of service - \$750.00

H. Employees who write IEPs shall be paid at their per diem rate for up to ten (10) hours of IEP preparation each school year, which must be approved in advance by the employee's Supervisor.

ARTICLE 30. INSURANCE

A. The Board shall offer the same hospitalization, surgical, prescription drug coverage, and major medical coverage to all employees that the Board offers to non-bargaining-unit employees, as that may change during this Agreement following review of coverage by the insurance committee. This shall not preclude the Union from negotiating different coverage than the Board offers to non-bargaining unit employees. The board will initiate its request for bid(s) from the insurance carrier(s) no later than 60 days

prior to insurance plan expiration and will relay information obtained to members of the insurance committee referenced in section H below within 48 hours following receipt. If the insurance committee in section H below fails to recommend options to keep insurance premium increases at or below 8%, then the board may approve changes in plan design as needed to keep insurance premium increases at or below 8% in any given year, except that the board may not approve such changes until at least 7 days after information has been relayed to the insurance committee for consideration and within the 7 day period the committee has met.

Effective September 1, 2019, the Board will pay eighty-five percent (85%) of the monthly medical insurance premium for those employees who choose insurance coverage, up to the following maximum amounts per employee:

- up to a maximum of \$732.42 per month for single coverage
- up to a maximum of \$1,970.16 per month for family coverage

The Board may pass on to an employee its additional costs associated with the employee's adding a dependent covered under state law but not federal law.

Effective September 1, 2020, the Board will pay eighty-five percent (85%) of the monthly premium for medical insurance for those employees who choose insurance coverage, up to the following maximum amounts per employee:

- Up to a maximum of \$820.31 per month for single coverage
- Up to a maximum of \$2,206.58 per month for family coverage

Effective September 1, 2021, the Board will pay eighty-five percent (85%) of the monthly premium for medical insurance for those employees who choose insurance coverage, up to the following maximum amounts per employee:

- Up to a maximum of \$918.75 per month for single coverage
- Up to a maximum of \$2,471.37 per month for family coverage

Effective September 1, 2019, employees will pay fifteen percent (15%) of the monthly medical insurance premium for those employees who choose insurance coverage, up to the following maximum amounts per employee:

- up to a maximum of \$129.25 per month for single coverage
- up to a maximum of \$347.68 per month for family coverage

Effective September 1, 2020, employees will pay fifteen percent (15%) of the monthly Premium for those employees who choose insurance coverage, up to the following maximum Amounts per employee:

- Up to a maximum of \$144.76 per month for single coverage
- Up to a maximum of \$389.40 per month for family coverage

Effective September 1, 2021, employees will pay fifteen percent (15%) of the monthly Premium for those employees who choose insurance coverage, up to the following maximum Amounts per employee:

- Up to a maximum of \$162.13 per month for single coverage
- Up to a maximum of \$436.12 per month for family coverage

If the medical insurance projected premium increases still exceed the maximum dollar amounts set forth above, then the parties will reopen the collective bargaining agreement for the purpose of negotiating health insurance only. The statutory impasse procedures pursuant to ORC 4117.14 will apply, including but not limited to, the right to strike.

If, during the term of this agreement, employees in any job title specifically excluded from the Union under Article I, Section B, of this agreement pay a lower monthly premium than set forth above, then employees in the OAPSE bargaining unit shall pay that same lower monthly premium, as long as each group's insurance has the same plan design.

If, during the term of this agreement, the Board offers an insurance opt-out to any other Board employees, then employees in the OAPSE bargaining unit will be offered the insurance opt-out.

B. The Board shall provide each employee with \$20,000.00 in term life insurance. Each employee shall also have the opportunity to purchase additional coverage from the same company at his/her own expense, if the terms set by the insurance company are met.

C. The board may choose the carrier(s) for dental and optical coverage as long as the coverage is substantially equivalent to the current plans. The Board shall offer each employee the same single and family dental and optical coverage that the Board offers to non-bargaining-unit members, as that may change during this Agreement. This shall not preclude the Union from negotiating different coverage than the Board offers to non-bargaining unit employees.

If the total monthly premium for dental or optical exceeds \$30 for single dental or \$10 for single optical during this Agreement, then employees will pay \$3.00 towards the cost of single coverage for dental and \$1.00 towards the cost of single coverage for optical, and will continue to pay the difference in cost between single and family coverage if they desire family coverage.

D. The Board shall provide each employee with the same prescription drug program as for non-bargaining-unit members, as that may change during this Agreement following review of coverage by the insurance committee. This shall not preclude the Union from negotiating different coverage than the Board offers to non-bargaining unit employees. In its review and recommendations of coverage options, the insurance committee shall consider the fact that the prescription drug program and co-pay amounts are a primary concern for employees.

E. Employees working on a nine (9) month basis per year shall be covered by insurance during the summer months.

F. When reviewing new insurance plans, the insurance committee shall examine the enrollment period set by each plan and shall make every effort to identify plans that permit enrollment upon life changes such as a divorce or a spouse's loss of a job with a resulting loss of insurance coverage.

G. If the Board and Union agree that employees may be scheduled to work less than 20 hours per week, such employees shall not be eligible for the benefits described in this Article.

H. An insurance committee will be maintained to review the insurance coverage provided by the Board on an ongoing basis and to investigate other possible carriers and/or policies that may provide either a savings in insurance costs or containment of insurance costs. The committee shall make recommendations to the Board. The Board will make the final determination regarding any change in carrier and/or policy.

The committee shall make every effort to identify and recommend to the Board one or more insurance coverage options that will keep the total monthly premium for health insurance at or below the current premium rates, that will limit increases in co-pay amounts and that will provide coverage comparable to or better than current coverage. If no such coverage options can be identified, then the insurance committee shall recommend to the Board one or more possible changes in plan design and/or carrier that will minimize total monthly premium increases. The committee has no authority to recommend that the Board self-insure or self-administer a plan. The committee will include one administrator and will be open to a representative of the Union and a representative of the employees not in any bargaining unit, to the extent that they choose to attend meetings of the committee. Any employee selected by the Union to serve on the committee and to represent the Union's interests at committee meetings will be someone who expresses a willingness to serve as the Union's representative for at least a year before a change in representative is made. If it becomes necessary to change the Union's representative, however, the Board shall be notified and the Union shall select a new long-term representative rather than alternating substitute representatives from meeting to meeting.

I. The Employer shall request that the county auditor's office maintain a Section 125 Plan (insurance premiums only – not a cafeteria plan) for payroll deduction of the employee's share of any insurance premiums.

J. Employees qualifying for and taking insurances shall have their annualized premium divided by the number of pay dates in the contract year to determine the amount to be deducted from each pay.

ARTICLE 31. INSERVICES/WORKSHOPS/CONFERENCES/EXPENSES

A. If the Employer requires the attendance of non-overtime-exempt employees at inservices, workshops, training, or conferences, then the employee will be paid his/her regular hourly rate for all time spent attending such activities. If such activities are held outside of Tuscarawas County, the non-overtime-exempt employee will also be reimbursed for travel time at his/her regular hourly rate and for approved incurred mileage at the Board-approved rate for mileage reimbursement. If such activities are held outside of Tuscarawas County, overtime-exempt employees will be reimbursed for approved incurred mileage at the Board-approved rate for mileage reimbursement. For both overtime-exempt and non-overtime-exempt employees, the Employer will pay any registration fee associated with such activities, whether inside or outside Tuscarawas County.

B. When an employee is out of the county on authorized Board business, and the Employer determines that the employee's travel requires an overnight stay, pre-approved lodging for the employee shall be reimbursed. The Employer shall have the right to make reservations at accommodations for the employee. If the employee's required travel extends over a mealtime, then the employee shall be reimbursed for his or her reasonable meal expenses, up to a maximum of \$50.00 per day, including tips, with no one meal to exceed \$20.00. No reimbursement will be approved for alcoholic beverages or without original receipts. The employee will be reimbursed for approved incurred mileage at the Board-approved rate for mileage

reimbursement, as well as for parking and toll expenses incurred by the employee if original receipts are produced.

C. For attending the required training in the week before the first day of the school year, overtime-exempt employees shall be paid their regular per diem rate and non-overtime-exempt employees shall be paid their regular hourly rate for all time spent attending the training.

ARTICLE 32. EMPLOYEE PROPERTY DAMAGE

A. In the event an employee's personal property is damaged or destroyed by an enrollee, or "in the line of duty," the Board shall pay the unreimbursed or a portion of the unreimbursed costs of the repair or replacement of the property. Personal property is defined as clothing, eyeglasses, or other personal items used by an employee in the education, habilitation, or training of enrollees. (Jewelry, including watches, is not considered necessary for these purposes and is exempt from reimbursement. If an employee decides to wear personal jewelry, he or she should do so with caution.)

B. Reimbursement of damaged or destroyed items will be based upon comparable worth. An employee requesting reimbursement should attempt to utilize insurance procedures prior to submitting requests for reimbursement (e.g., employee's vision insurance for eyeglasses). The Board shall reimburse a maximum of \$300 for the repair or replacement of damaged or destroyed eyeglasses or hearing aids and a maximum of \$100 for other covered property (taxes not included).

C. In order to apply for reimbursement for repair or replacement of damaged or destroyed personal property, the following conditions must be met:

1. The damage/destruction must have occurred during an employee's regularly scheduled work time.
2. For other than eyeglasses or clothing, the damaged/destroyed item must have been authorized by the employee's supervisor to be used for the purpose of education, habilitation or training.
3. An employee requesting reimbursement must submit in writing to their Supervisor or program director a description of the damaged/destroyed item, how the damage/destruction occurred, and an estimate of repair or replacement value. The Supervisor or program director shall forward this information to the Superintendent with recommendations. The Superintendent shall have final authority to grant approval for reimbursement.
4. Upon approval for reimbursement, the employee shall present proof of repair or replacement of the item before payment is made (e.g. sales slip, invoice, etc.) In the event that the damage or destruction of an employee's personal property is a result of negligence on the part of the employee, a request for reimbursement shall be denied.

ARTICLE 33. UNION SECURITY

A. The Employer agrees to make arrangements with the Tuscarawas County Auditor's office to deduct regular Union organization membership dues, fees and assessments from the pay of only those employees

eligible for membership in the bargaining unit who provide written authorization signed individually and voluntarily by the employee. The Union signed payroll deduction card(s) must be presented to the Human Resources Coordinator by the Union, providing the names of each employee for whom union dues withholding should be made and the total amount that should be withheld for that employee. Upon receipt of the proper authorization, the Employer will make arrangements with the Tuscarawas County Auditor's office to deduct Union dues from the employee's paycheck in the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Human Resources Coordinator.

B. An employee may revoke his or her dues check-off during the 10-day window period provided in the employee's OAPSE membership application. The employee shall complete the form and present it to the Human Resources Coordinator and the Union President. A copy shall be sent to the OAPSE Columbus Fiscal Officer for review, who in turn will notify the Board's Fiscal Officer to process it as a cancellation of Union membership or will reject the revocation. If the revocation is approved by the OAPSE Columbus Fiscal Officer, the Board's Human Resources Coordinator will advise the County Auditor to cancel payroll deduction of Union dues. The Local President shall receive a copy of the dues check-offs and revocations.

C. All dues authorized by the employee shall be deducted in each pay period of a contract year (September 1 – August 31). For new employees and employees having hours added or reduced, the Board shall forward an estimated earnings to the State OAPSE fiscal officer, along with their name and hire date. The Union shall provide the Board's Payroll Officer with the annualized amount to be deducted at the beginning of each contract year, if changed from the previous year. The Board's Payroll Officer will divide these annualized amounts by the number of pay dates in the contract year to determine the amount to be deducted each pay. For new employees, the Union shall provide the Board's Payroll Officer with the amount of dues owed for the remainder of the contract year, which will be divided by the number of pay dates remaining in the contract year to determine the amount to be deducted each pay. Any additional deductions required by the Union will be determined in like fashion. The Employer will make arrangements with the County Auditor to forward, within ten (10) working days of the date on which deductions are made, all dues to the OAPSE State Treasurer, along with a list showing the names of those for whom deductions were made and amount deducted. A copy of said list shall be sent to the Treasurer of Local 103.

D. It is specifically agreed that the Board assumes no obligation, financial or otherwise, arising out of the provision of this Article and the Union hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings by any employee arising from deductions made by the Board hereunder. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

E. The Board shall be relieved from making such dues deductions upon the employee's (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit or (c) layoff from work or (d) an approved unpaid leave of absence or (e) revocation of the check-off authorization in accordance with Section B of this Article or (f) resignation by the employee from the Union or (g) termination or expiration of this Agreement or (h) during a strike or other work stoppage or (i) as may be required by law.

F. If at any time in the future, the United States Supreme Court reverses its ruling that mandatory fair share fees are unconstitutional, OAPSE and the Board agree to reinstate fair share fees as a provision of this Agreement.

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G. The Union represents that it has a rebate procedure which complies in all respects with applicable law and shall assume all liability for any failure on its part to comply with such laws.

H. The Union agrees that it will review the OAPSE membership application with members at the contract ratification meeting.

ARTICLE 34. PHYSICAL AND MENTAL EXAMINATIONS

A. The Employer may require employees to have a physical and/or mental examination, test, or any procedure, conducted by a physician appointed by the Employer, to determine the employee's capability of performing the duties of his/her position, when the Employer has reason to question the employee's capability of performing the duties of his/her position. If the Employer requires such an examination, the Employer will pay for it.

B. If the employee wishes to have a second opinion, the employee will select the physician and pay the cost of the second examination. If the first and second opinions conflict in any respect, then either party may request a third opinion, and the Tuscarawas County Health Department shall supply the name of a third impartial physician to provide an examination. The Employer and employee shall share the cost of the third examination. The results of the third examination shall be binding upon both parties.

ARTICLE 35. IMMUNIZATIONS

A. Any immunizations required by the State of Ohio or Tuscarawas County related to a bargaining unit member's employment will be provided by the Employer at no cost to the Employee.

B. The Employer shall provide the Hepatitis B vaccine series at no cost to the employee.

ARTICLE 36. NO STRIKE/NO LOCKOUT

A. OAPSE Local 103 and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any slow down, work-stoppage, job actions, strikes or other curtailment or restriction of the Board's operations, including the honoring of any strike activity while on Board time by other employees or by non-employees of the Board, during the term of this Agreement. After the expiration of this Agreement, however, employees have the right to strike in accordance with the Dispute Settlement Procedure set forth in Article III of this Agreement.

B. The Board agrees that there will be no lockout by the Board during the term of this Agreement.

ARTICLE 37. PERSONNEL RECORDS

A. An employee may examine his or her personnel file, in the presence of the Superintendent or his or her designee, on the employee's non-work time but within regular Board office hours, upon advance notice and provided such examination does not unduly interfere with Board operations. If an employee has an

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emergency need to examine his or her personnel file because a pre-disciplinary conference or hearing concerning the employee's conduct is scheduled within twenty-four (24) hours, then the Employer will, upon request, arrange for the employee to examine the file within twenty-four (24) hours, either by making the file available outside regular office hours or by giving the employee release time to review the file. An employee requesting copies of his or her records may obtain copies of up to five pages of material from his or her personnel file in a given month at no cost to the employee. An employee will be charged the usual rate for copying in connection with public records requests for any pages in excess of five pages.

B. Employees must notify the Human Resources Coordinator or designee in writing of any change in name, address, home telephone number, marital status, citizenship, tax exemptions, changes in dependent or covered persons for insurance purposes, emergency contact information, or affiliation with any branch of the armed forces, as soon as practicable after such change is made or known to the employees.

C. If an employee disputes the contents of his or her file concerning his or her performance, the employee may prepare and submit a rebuttal letter, which shall be attached to the disputed material and placed in the file also.

ARTICLE 38. WORKER'S COMPENSATION

Employees who believe they have been injured in an incident/accident at work must promptly complete and submit an accident report to Human Resources as follows:

- 1. Employees who are injured in an incident/accident at work and seek treatment from the school nurse and/or other health care provider, and employees who experience a fall or impact to the head at work (whether or not treatment is sought), must promptly complete and submit an accident report to Human Resources no more than twenty-four (24) hours following the occurrence (fall, head impact, or seeking of treatment) or by 8:00 a.m. on Monday if the occurrence is on a Friday.
- 2. In all other circumstances, employees are strongly encouraged to complete and submit an accident report no more than twenty-four (24) hours following the occurrence, but in no event more than five (5) days following the occurrence, and upon the day of return to work if sooner than five (5) days following the occurrence.

An accident report is not a claim for worker's compensation benefits. If a claim for worker's compensation benefits is submitted and an employee's claim for worker's compensation benefits is recognized by the Ohio Bureau of Worker's Compensation, the Board will continue to pay the Board share of monthly insurance premiums for that employee for a period of up to twelve (12) weeks, even if the employee is on an unpaid leave of absence.

ARTICLE 39. CONTRACT ADMINISTRATION

A. Entire Agreement

1. This Agreement supersedes all wages and any past oral and written agreements or practices between the Employer and the Union and between the Employer and any employee.

B. Waiver of Negotiations

1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, including, but not limited to, any and all specifications pertaining to Ohio civil service laws or other provisions of the Ohio Revised Code, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated during the term of this Agreement to bargain collectively with respect to any subject, specification or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, and irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement.

C. Amendments to Agreement

1. The Board and the Union may negotiate over any subject or matter which the Employer and the Union mutually agree to negotiate.

D. Savings Clause and Severability

1. In the event any provision of this Agreement shall be declared illegal or repealed, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The Board and the Union shall meet within thirty (30) days following the declaration that a provision of this Agreement is illegal or repealed to negotiate that provision on the same subject matter to comply with the law.

E. Agreement Supersedes ORC

1. The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of ORC in all provisions addressed by this Agreement, even where the ORC is not specifically referenced.

F. Agreement Supersedes Civil Service

1. The parties intend, to the fullest extent allowed by law, for this Agreement to supersede and take the place of the Ohio Civil Service laws and rules in all provisions addressed by this Agreement, even where civil service laws and rules are not specifically referenced. It is understood that the State Personnel Board of Review and DAS shall have no authority or jurisdiction as it relates to articles of this Agreement. The parties hereby agree that, for purposes of this Agreement, none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of payroll, personnel actions, or any other type of documentation regarding bargaining unit employees to the Ohio Department of Administrative Services shall apply to the bargaining unit employees.

G. Agreement Supersedes Board Policies

I. The parties intend for this Agreement to supersede and take the place of all Board policies the subject of which is in conflict with any provision of this Agreement.

ARTICLE 40. DURATION OF CONTRACT

A. This Agreement shall be effective from September 1, 2022, through August 31, 2025.

For DAPSE/AFSCME Local 4 and its Local 103

Amissee Marshall President
Ruthanne MA, CCC-SUPV.R

Nanette M. Folsom Union Representative

Date: 7/14/2022

For the Tuscarawas County Board of DD

[Signature]
Thomas J. Forte

Date: 7/25/2022

Approved by the Tuscarawas County Commissioners as to any funds necessary to implement the agreement that have not previously been approved:

Chris Abbuhl
Kerry Metzger
Al Landis


VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (649-2022) ADJOURN


It was moved by Commissioner Metzger, seconded by Commissioner Landis, to adjourn at 9:15 a.m. to meet in Regular session Monday, the 15th day of August, 2022.

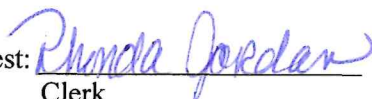
VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.


Chris Abbuhl


Kerry Metzger


Al Landis

Attest: 
Clerk