



06-27-14
13-CON-01-0069
0069-01
K32008

AGREEMENT

BETWEEN

THE ASHLAND COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

AND

**THE ASHLAND COUNTY
DEVELOPMENTAL DISABILITIES EDUCATION ASSOCIATION/OEA/NEA**

January 1, 2014 – December 31, 2016

Table of Contents

ARTICLE 1: RECOGNITION	9
Recognition Statement	9
Bargaining Unit Defined	9
Withdrawal of Recognition	9
ARTICLE 2: ASSOCIATION RIGHTS	9
Representation Rights	9
Bulletin Boards	9
Dues Deduction	10
Hold Harmless	10
Termination of Deductions	10
Insufficient Wages for Deduction	10
Errors in Processing	10
Notification	10
Use of Public Address System	11
Use of Building Mail	11
Access to Board Agenda	11
Participation at Board Meetings and Staff Meetings	11
Board Policies	11
Bargaining Unit Names and Information	11
Time for Representational Activities	11
Use of Building	12
Office Machines	12
Representation of Employees	13
Fair Share Fee	13
Employees Purchase of Service Credit through STRS or PERS	13

ARTICLE 3: BARGAINING PROCEDURE	14
Subjects of Bargaining	14
Bargaining Team Composition	14
Executive Sessions	14
Consultants	14
Initiating the Bargaining Procedure	14
Location of Meetings	14
Dates and Times of Meetings	14
Requests for Data	14
Proposals	15
Order of Proposals and Counter Proposals	15
Meeting Notes	15
Caucus	15
News Media	15
Tentative Agreement Procedure	15
Agreement	15
Mediation	16
ARTICLE 4: GRIEVANCE PROCEDURE	16
Purpose	16
Definitions	16
Rights of the Grievant and the Association	16
Time Limits	17
Grievance Procedure	17
Arbitration	18
Miscellaneous	20
ARTICLE 5: ABSENCES AND LEAVES	20

Sick Leave	20
Sick Leave Bank	22
Personal Leave	25
Vacation Leave	26
Court Leave	27
Military Leave	28
Assault Leave	29
Unpaid Leaves of Absence	30
Conditions Related to Leaves of Absence	33
Training and Educational Leave	33
Accounting for Leave	34
ARTICLE 6: SCHEDULING AND HOURS OF WORK	35
Intent	35
Definitions	35
Work Schedules	35
Conditions of Employment	43
The Workshop and School Program Calendar	47
Inservice Training	48
Organizational Development	48
A Labor/Management Committee	48
ARTICLE 7: EMPLOYEE RIGHTS AND PROTECTION	49
Non-Discrimination/ Uniform	49
Threats Against Employees	49
Employment Related Injuries	49
Personnel Files	51
No Reprisals	52
Safety	52
Access to Materials	53

Complaint Procedure	53
Staff Accident Reports	53
Discipline	53
Drug-Free Workplace and Testing Policy	54
Resignations	54
ARTICLE 8: WORKING CONDITIONS	54
Lunch Facilities	54
Transportation	55
Student/Client-Staff Ratio	55
Staffings	55
Physical Examination	55
Report of Child Abuse	55
Reimbursement	55
ARTICLE 9: CLASSIFICATION, CERTIFICATION, LICENSURE, AND REGISTRATION	56
Procedure	56
Employee Requirements	56
Communication with State	56
Required Fess	56
Status Change	56
Compliance with State Standards	57
Local Professional Development Committee	57
ARTICLE 10: VACANCIES AND REINSTATEMENTS	57
Definitions	57
Procedure for Filing Vacancies	58
Reassignment	61
Temporary Assignments	61
ARTICLE 11: EVALUATION	62

Purpose	62
Evaluation Process	63
ARTICLE 12: DEFINITIONS	64
Bargain Collectively	64
Bargaining Unit Work	64
Full-time	64
Professional Employee and Registered Service Employee	64
Seniority	65
Probationary Period	66
ARTICLE 13: COMPENSATION	66
Salary Provisions	67
Salary Schedule Placement	67
Salary Schedule Index	69
Vehicle Operator Field Trip Rates	72
Pay Periods	74
Severance Pay	74
Extended Workday/Year	76
Mileage	76
Retirement Premium	76
Insurance	76
Tuition Reimbursement	80
Employee Expenses	80
ARTICLE 14: REDUCTION IN FORCE	80
Reasons for Layoff	80
Procedures for Layoff	80
Notification of Layoff	81
Recall	81
Return to Initial Position	81

Benefits	81
Notice of Recall	82
Return from Recall	82
Removal	82
Reduction in Force Classification Series List	82
ARTICLE 15: HEALTHCARE BENEFIT COMMITTEE	83
ARTICLE 16: MANAGEMENT RIGHTS	84
ARTICLE 17: ADHERENCE TO APPLICABLE LAWS	84
In General	84
Change in Law	84
Disputes Regarding Cited Subjects	85
ARTICLE 18: EFFECTS AND DURATION OF CONTRACT	85
Term of Contract	85
Effect of Contract	85
Copies of Contract	85
Severability	85
Agreement	85
APPENDIX A	87
2014-2016 School Year and Calendar Year Salary Schedules	87
APPENDIX B	99
APPENDIX C	101
APPENDIX D	103
APPENDIX E	105
APPENDIX F	106
APPENDIX G	109
APPENDIX H	110

APPENDIX I	111
APPENDIX J	112
INDEX	118

ARTICLE 1: RECOGNITION

- 1.1 Recognition Statement. The Ashland County Board of Developmental Disabilities, hereinafter called the "Board" or "Employer," hereby recognizes the Ashland County Developmental Disabilities Education Association, an OEA/NEA affiliate, hereinafter called the "Association," as the sole and exclusive representative for the bargaining unit for the purposes of Collective Bargaining as defined in Chapter 4117 of the Ohio Revised Code.
- 1.2 Bargaining Unit Defined.
 - 1.2.1 The bargaining unit shall include all professional and non-professional employees currently employed or to be employed excluding all supervisory, confidential, management level, Service and Support Administrators seasonal, casual, fiduciary and student employees as defined by Section 4117 of the Ohio Revised Code, and in accordance with the SERB order in case number 90-REP-03-0091, which is set forth in the appendix of this contract.
 - 1.2.2 Hereinafter, employee(s) in the defined unit will be referred to as the "employee" or "employees".
 - 1.2.3 Any newly created position that falls reasonably within the meaning of Subsection 1.21 of this section shall be included in the bargaining unit. Any new position that is subject to dispute shall be submitted to the State Employment Relations Board to determine whether or not it must be included in the bargaining unit.
- 1.3 Withdrawal of Recognition. The Board's recognition of the Association as provided for in Section 1.1 shall continue unless and until such recognition is legally withdrawn in accordance with law.

ARTICLE 2: ASSOCIATION RIGHTS

- 2.1 Representation Rights. The Association shall be the sole and exclusive bargaining representative of the bargaining unit. The Association shall collectively bargain with the Employer in accordance with the provisions of this contract and state law. The Association shall also be granted sole and exclusive organizational rights as outlined in this Article.
- 2.2 Bulletin Boards. The Association shall be permitted to erect and maintain an Association bulletin board at a location at Dale Roy School to be designated by mutual agreement. Association bulletins and communications of interest to bargaining unit members should be permitted to be posted on this board. This is intended to include communication(s) that is/are germane to the Association and/or the activities that the Association may be involved with. No derogatory material

shall be posted on the Association bulletin board.

- 2.3 Dues Deduction. The Employer agrees to deduct annual Association membership dues in accordance with this Article from the pay of any employees eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The voluntarily signed payroll deduction form must be presented to the Employer by the employee either personally or by inter-office communication or by an employee representative. Upon receipt of the proper authorization, the Employer will deduct Association dues from one payroll check issued each month. Such dues will be remitted to the Association Treasurer within fourteen (14) days from the date of making said deduction.
- 2.4 Hold Harmless. The Association hereby agrees that it will hold the Employer harmless from any claims, actions or proceedings by any employee arising from the Association's use of money obtained through the dues deductions made by the Employer pursuant to this Article. The Employer shall not be responsible for obtaining refunds from the Association once the funds are remitted to the Association and their disposition shall be the sole and exclusive obligation and responsibility of the Association.
- 2.5 Termination of Deductions. Once an employee provides the Employer with a signed, voluntary payroll deduction form (described in Section 2.3 above), such authorization shall continue from year to year unless the employee informs the Employer and Association in writing between August 25 and September 25 that they do not want payroll deduction for the current membership year. In addition to situations in which employees have terminated their dues deduction authorizations in the foregoing manner, the Employer shall be relieved from making employees' "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a position which is not included in the bargaining unit; or (3) layoff.
- 2.6 Insufficient Wages for Deduction. The Employer shall not be obligated to make dues deductions from the pay of any employee who has not received sufficient wages to make all legally required deductions in addition to the deduction of dues.
- 2.7 Errors in Processing. Neither the employees nor the Association shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next time that the Association dues deduction would normally be made by deducting the proper amount.
- 2.8 Notification. The Association shall notify the Employer and County Auditor in writing of the amount of dues and of any change in the current dues being deducted. Changes in the amount of dues shall be provided to the Employer and County Auditor thirty (30) calendar days prior to the next payday on which such dues are to

be deducted.

- 2.9 Use of Public Address System. The Association president or designee shall be permitted to use the public address system. Use of this system shall be short and professional, and in accordance with normal building procedures. Whenever possible, such announcement will be made during a time when students/individuals are not present in the building.
- 2.10 Use of Building Mail. The Association shall be permitted to use the building mail for distribution of Association materials. The Employer will permit each employee the use of a mailbox and will provide mailboxes in the bus garage for use by vehicle operators and bus aides. Regardless of the facility in question, some employees may have to share mailboxes.
- 2.11 Access to Board Agenda. The Association president shall, not later than the day prior to a Board meeting, be provided with the Employer's agenda, approved minutes and the other public documents given to Employer representatives.
- 2.12 Participation at Board Meetings and Staff Meetings. The Association president or designee will be permitted to regularly participate at Board meetings during the public participation section of the meeting and in accordance with current board policy. An Association representative may make announcements at general staff meetings (both building and general staff meetings). Such announcements shall be limited to a maximum of five (5) minutes.
- 2.13 Board Policies. The Association president shall be provided with one electronic copy of all written policies of the Employer.
- 2.14 Bargaining Unit Names and Information. The Employer will provide the Association President with the names, addresses, phone numbers, accurate current classification, and pay assignment of all persons in the bargaining unit. This information will be updated as necessary. The Employer reserves the right to notify employees of the Association's President Request and the Employer's disclosure of such information.
- 2.15 Time for Representational Activities. A duly authorized Association representative may transact Association business on the Employer's property before, after or during the regular workday; provided that such business shall not interfere with the assigned duties of employees and does not occur during the employee's student/individual contact time.

The means of communication identified in Sections 2.2, 2.9, 2.10, 2.12, and 2.18 shall constitute the exclusive methods by which the Association is permitted to have access to employees during working time and work areas except as may be otherwise indicated in paragraph 1 above. No representative(s) of the Association shall interfere with, interrupt or disrupt the normal work duties of employees.

Investigation and writing grievances shall occur on non-work time. If grievance hearings are scheduled by the Employer during an employee's regular duty hours, the Employee and/or authorized representative shall not suffer any loss of pay while attending the hearing.

It is understood that an employee grievance representative may, during the workday, assist employees with the processing of grievances, and may consult with the Association representatives regarding the contract, provided such activity does not interfere with, disrupt, or interrupt normal operations.

Association official(s)/representative(s) shall be given a total of five (5) working days (five seven-hour work days, or thirty-five hours) during each calendar year for attendance at Association conventions, Association workshops, or for representation of employees during work time with prior approval of the appropriate supervisor. The Association president shall be granted five (5) additional days of release time in order to conduct Association business. The Association shall reimburse the board for the cost of the substitute(s) during the Association president's release time. Use of the above time will be approved when reasonable notice is given to insure services to individuals, and when students/individuals are not adversely affected.

The Association president or designee shall be permitted to make announcements at general staff meetings or building meetings and may use the public address system for Association announcements subject to usual building procedures.

The Association president shall be granted a reasonable amount of time during any new employee orientation program so as to make a presentation about the Association.

The Association president shall be provided with one (1) copy of all written policies, rules, regulations and procedures of the Employer and any subsequent amendments, and, in addition, copies of this information should be readily available at each building/work site.

- 2.16 Use of Building. The Association may use the school building for Association meetings that do not interfere with other scheduled activities. Notice of such requested use shall be given to the appropriate building administrator as far in advance as possible. Expenses required for custodial services shall be paid by the Association. The Association shall place all furniture, equipment, etc., back into its original location after usage.
- 2.17 Office Machines. ACBDD office machines may be used by the Association, with advance approval and training, so long as such use does not interfere with ACBDD business, and is during non-working hours, but during a time when the office is regularly open. The Association shall pay for supplies used in accordance with usual, customary and reasonable costs provided by the Employer.

- 2.18 Representation of Employees. An employee shall be entitled to Association representation at any meeting with the administration/employer where the employee(s) believe(s) that disciplinary action may be the result of that meeting or where there is concern(s) about critical aspects of their jobs. Upon such request, said meeting shall be reasonably delayed for a period not to exceed forty-eight (48) hours until the representative is in attendance. For the purpose of this section, an "Association Representative" shall mean a building representative, an officer of the Association or such representative as the employee deems necessary.
- 2.19 Fair Share Fee. Each employee covered by this Agreement, who fails to voluntarily acquire or maintain membership in the Association by October 15 of each year or within a thirty (30) day period following the completion of his/her probationary period after initial employment, shall be required to pay a service fee which shall not exceed the dues paid by members of the Association.

The employer shall automatically deduct such dues from the pay of the service fee payers (non-members) in accordance with the payroll deduction procedures as set forth in Article 2.3 (Dues Deduction). The Association Treasurer shall, no later than September 30 of each year, notify the employer of the amount of dues to be deducted for that school year (July 1 - June 30). The Association shall be responsible for insuring that the Fair Share Fee arrangement provided for in this section fully complies with state and federal law. This provision shall not be interpreted to require any employee to become a member of the Association.

Any employee who has been declared exempt from automatic payroll deduction for religious convictions by the State Employment Relations Board shall not be required to pay such fee. However, such employee shall pay, in lieu of such fee, on the same schedule as Association dues are payable, an amount of money equal to such fee to a non-religious charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code. Such contribution shall be mutually agreed upon by said employee and the Association State Treasurer. Thereafter, the employee shall furnish the Association State Treasurer written receipts evidencing payment to such agreed upon non-religious fund. The Association and its affiliates agree to defend, indemnify, and hold harmless the Board and/or its representatives/designees from all claims arising from the provisions as herein set forth. In the event the Board and/or its representatives/designees become a defendant in any proceeding arising from the compliance with this article, the Board shall promptly notify the Association which shall immediately provide legal counsel selected by the Association.

- 2.20 Employees Purchase of Service Credit through STRS or PERS. The Board shall provide payroll deduction for employee's voluntary purchase of service credit through the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) as permitted by the Ohio Revised Code and as established under the rules for payment by STRS or PERS.

ARTICLE 3: BARGAINING PROCEDURE

- 3.1 Subjects of Bargaining. The subjects of bargaining are controlled by Chapter 4117 of the Ohio Revised Code.
- 3.2 Bargaining Team Composition. The bargaining procedure shall be conducted between representatives of the Board and the Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than five (5) members; however, each team at its option may have two (2) observers (non-speaking) in attendance at negotiation sessions. Each party represented in the bargaining procedure shall determine who will be its bargaining team representatives, but shall not select members of the other party involved in the bargaining procedure. Bargaining team members shall be authorized to bargain in good faith.
- 3.3 Executive Sessions. All bargaining sessions shall be in executive session, meaning: only members of the bargaining teams, consultants as provided for in this procedure, and others as mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.
- 3.4 Consultants. Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.
- 3.5 Initiating the Bargaining Procedure. Negotiations for a successor agreement may be initiated by either party in accordance with the procedures set forth in Revised Code Chapter 4117, except that any Notice to Negotiate must be filed not earlier than ninety (90) days nor later than sixty (60) days prior to the expiration of this agreement. The timelines established may be modified by mutual written agreement of the parties. Within five (5) working days following receipt of a Notice to Negotiate, the parties shall determine a mutually acceptable meeting date and time to initiate negotiation of the successor agreement which shall not be later than thirty (30) days after the date of receipt. At the initial meeting, the parties shall designate their bargaining team members.
- 3.6 Location of Meetings. Meetings will be held at a mutually agreed to location.
- 3.7 Dates and Times of Meetings. Sessions will be scheduled by mutual agreement. Each session will continue until the agreed upon ending time, or until an earlier time is determined in good faith by one of the parties.
- 3.8 Requests for Data. All requests for data shall be in writing. The employer is not responsible for the assembly of data which is a matter of public record and which may be directly obtained and compiled by the Association, but will provide documents which are requested and which are public information. This provision is not intended to supersede Section 149.43 of the Ohio Revised Code.

- 3.9 Proposals. All proposals shall be in writing and all written proposals and materials shall be submitted in sufficient quantity to provide copies for each member of the other parties' bargaining team. If a party offers a verbal counter proposal, the other party may require that such proposal be reduced to writing.
- 3.10 Order of Proposals and Counter Proposals. Items for negotiations, together with proposals thereon, shall be presented at the initial bargaining session. No items shall be added after the initial session unless mutually agreed to by both parties.
- 3.11 Meeting Notes. No mechanical recording devices shall be used during negotiating meetings and each party is responsible for taking its own notes.
- 3.12 Caucus. Either bargaining team may call for a caucus during a bargaining session.
- 3.13 News Media. It is agreed that during the negotiating period, neither party shall issue a statement to the news media. If during the negotiations, press releases should become necessary, the content must be mutually agreed upon or no release will be made. It is understood that following the release of a fact finder's recommendation, either party is free to make unilateral releases.
- 3.14 Tentative Agreement Procedure. As items are discussed and agreement reached, said items shall be reduced to writing and initialed by the spokesperson of each team. This shall denote tentative agreement only.
- 3.15 Agreement. Preparing issues for presentation to the Association and the Board for approval:

Final tentative agreement reached through negotiations shall be reduced to writing and submitted to the bargaining unit represented by the Association for approval, and all of the Association's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval. Upon approval by the bargaining unit represented by the Association, the final tentative agreement shall be submitted to the Board for approval and all of the Board's designated representatives, unless it is expressly indicated otherwise, shall recommend and urge approval.

Once the issues have been approved by the Association they shall be submitted to the Board as a total package for approval at its next regular or special Board meeting, but not later than thirty (30) calendar days from the date of receipt of notification that the package has been ratified by the Association. Within this thirty (30) calendar day period, the Board shall also submit the agreement for fiscal approval by the County Commissioners in accordance with Section 4117.10 of the Ohio Revised Code.

Upon ratification, the authorized bargaining committees (including the

Superintendent) will meet within ten (10) days to execute the agreement by affixing their signatures.

- 3.16 Mediation. If the parties are unable to reach agreement after a reasonable period of negotiations, the parties may jointly prepare a request for the assistance of a mediator from the Federal Mediation and Conciliation Service. Mediation shall be on all issues on which tentative agreement has not been reached by the parties. The parties agree that the mediation procedure contained in this section is the sole and exclusive dispute settlement procedure desired by the parties and shall supersede all other dispute settlement procedures set forth in O.R.C. 4117.
- 3.17 The parties may mutually agree to alternate negotiations procedures (*i.e.*, Interest Based Bargaining, etc.).

ARTICLE 4: GRIEVANCE PROCEDURE

- 4.1 Purpose. The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.
- 4.2 Definitions.
- 4.2.1 "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the Labor Agreement that exists between the Employer and the Association.
- 4.2.2 "Class action grievance" shall be a grievance that affects more than one member in the bargaining unit.
- 4.2.3 "Grievant" shall mean the Association or employee(s) initiating a grievance.
- 4.2.4 "Appropriate supervisor," for purposes of the grievance procedure, shall mean the lowest level administrator having the authority to resolve the grievance.
- 4.2.5 "Days" shall mean weekdays (Monday through Friday) except that calamity day(s), holiday(s), and total program shut down periods shall not be counted.
- 4.3 Rights of the Grievant and the Association
- 4.3.1 The grievant has the right to Association representation at all meetings and hearings involving the grievance.
- 4.3.2 The Association has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.

4.3.3 Grievance forms shall be exhibited in the appendix of this Contract and it shall be the exclusive right of the Association to issue forms to an employee(s) (see Appendix C).

4.3.4 The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

4.3.5 The Association shall receive copies of all communications in the processing of grievances.

4.4 Time Limits

4.4.1 The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.

4.4.2 A grievance shall be filed within thirty (30) days of the act or the grievant's awareness of the act on which the grievance is based.

4.4.3 Failure of the grievant to comply with time lines shall be cause for the grievance to be dismissed and shall be considered resolved in accordance with the most recent disposition submitted by the Employer.

4.4.4 Failure of the Employer, or its agent(s), to comply with the time lines shall result in the grievance proceeding to the next step in this process.

4.5 Grievance Procedure

4.5.1 Informal Step

Prior to initiating the formal grievance procedures in Sections 4.5.2, 4.5.3 and 4.5.4, the Grievant shall discuss the grievance with the affected employee's immediate supervisor within the time limits of Section 4.4.2. During the discussion at the Informal Step, the Grievant shall notify the affected employee's immediate supervisor that this is a discussion of a grievance; explain the facts and circumstances believed to form the basis of the grievance; and identify the alleged violation, misinterpretation, or misapplication of an express term of this Agreement at issue in the grievance. If the grievance is not resolved during the Informal Step, the Grievant may then proceed to Step One in Section 4.5.2 by filing a written grievance with the affected employee's immediate supervisor within the time limits of Section 4.4.2.

4.5.2 Step One:

The appropriate supervisor shall arrange and hold a meeting within ten (10)

days of receipt of the grievance. When the appropriate supervisor is other than the employee's immediate supervisor such immediate supervisor shall be provided with a copy of the written grievance at the time it is filed. The Association, grievant, and Employer/designee may present evidence to sustain their positions.

Within ten (10) days of the conclusion of the meeting, the appropriate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, or if no response was given within the ten (10) day timeline, the Association may file a written appeal to proceed to Step Two of this procedure within ten (10) days of the date the written response was received by the Association or the grievant, whichever is earlier, or if no response was received, no later than twenty (20) days after the date of the Step One meeting.

4.5.3 Step Two:

Within ten (10) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a meeting in the same manner and for the same purpose as set forth in Step One.

Within ten (10) days after the meeting, the Superintendent or his/her designee, shall provide a written response to the Association and grievant.

4.5.4 Step Three:

Within ten (10) days of receipt of the Step Two response, or within twenty (20) days after the meeting is held at Step Two if the Step Two supervisor fails to file a timely response, the Association shall notify the Superintendent of its intent to proceed to arbitration. Such notification may be mailed by certified mail, return receipt requested, or hand delivered, receipt signed by the Superintendent or his/her designee.

Either party may request that the grievance be processed through the Expedited Labor Arbitration Rules of the American Arbitration Association. Should this option be exercised by mutual agreement, such rules would be adhered to for the selection of an arbitrator as well as the arbitration proceedings.

4.6 Arbitration

4.6.1 Selection of the Arbitrator

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association or in the case of Expedited Arbitration, the Streamlined Labor Arbitration Rules or the Expedited Labor Arbitration Rules.

4.6.2 Authority of the Arbitrator

The arbitrator shall conduct an impartial hearing on the grievance, hearing testimony and evidence from the parties, unless the parties mutually agree to submit their dispute by written stipulations, if any, and brief(s).

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

The question of arbitrability may be raised and shall be determined by the selected arbitrator. Such arbitrator's decision on the question of arbitrability shall likewise be final and binding on all parties to the grievance. When arbitrability is to be raised by a party to the grievance, the other party(ies) shall be given written notification which shall include the specification(s) of that party's position regarding arbitrability. Such notice shall be received by the other party no later than fifteen (15) days after arbitration has been requested. Failure to provide such written notice and specifications shall make any subsequent claim regarding arbitrability null and void.

If the question of arbitrability is raised in accordance with the provisions of this section, the arbitrator will rule on this issue prior to hearing the merits of the grievance. If it is determined that the issue is arbitrable, the same arbitrator shall hear the grievance on its merit immediately following the decision on arbitrability.

4.6.3 Costs of Arbitration

The costs for the arbitrator and the hearing room shall be paid by the losing party. The expenses of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

4.7 Miscellaneous

- 4.7.1 All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. Each party shall provide the other with copies of all communications. All such submissions including the initial written grievance, must be submitted during normal work hours (between 8:00 a.m. and 4:00 p.m.).
- 4.7.2 Receipt by the Employer of any communications or grievances shall be construed to be the delivery date and time to the appropriate supervisor's office, provided a receipt is obtained.
- 4.7.3 Receipt by the Association of any communications shall be construed to be the delivery date to the designated office of the Association, or the Association president, provided a receipt is obtained.
- 4.7.4 Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 4.7.5 A designated employee representative and all necessary witnesses shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
- 4.7.6 No reprisals or recriminations shall be taken against any employee(s) who files or takes part in a grievance.
- 4.7.7 A grievance may be withdrawn in writing by the Association or settled in writing with the Employer at any time with or without prejudice. Such withdrawal or settlement does not establish a precedent nor does it prejudice either party.
- 4.7.8 The parties may agree to bypass the Informal Step, Step One and/or Step Two of the grievance procedure provided there is mutual agreement to do so, and such agreement is committed to writing within the time limits of Section 4.4.2.

ARTICLE 5: ABSENCES AND LEAVES

5.1 Sick Leave

- 5.1.1 Eligibility and Accrual. Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four and six-tenths hours with pay.

Employees (including vehicle operators and aides) shall accrue sick leave

based upon hours in active pay status. Non-pay hours and days, overtime hours, and hours or days on seasonal break shall not be used as a basis for accumulating sick leave.

- 5.1.2 Utilization. An employee(s) may use sick leave for absence due to the employee's, or his/her immediate family member's medical, dental or optical examination or treatment, personal illness, pregnancy, or injury. In addition, an employee may use sick leave if the employee has been exposed to a contagious disease, such that the presence of the employee at his job would jeopardize the health of the employee's fellow workers and/or individuals. Employees may use sick leave in the event of a death in the employee's immediate family.
- 5.1.2.1 When sick leave is used, it shall be deducted from the employee's credit on the basis of one quarter (1/4) hour for every fifteen (15) minutes of absence from previously scheduled work.
- 5.1.2.2 The Employer shall require employees to complete and sign a sick leave form or electronic equivalent provided by the Board, within a reasonable time period, upon return from leave, but such time period shall not exceed three (3) working days. An employee shall make every effort to report no later than one (1) hour prior to his/her reporting time notifying his/her immediate supervisor of his/her absence and shall make periodic contact with his/her immediate supervisor during long-term absences unless the term of the leave has been communicated previously. The employee will make every effort to notify his/her immediate supervisor of his/her intent to return to work no later than 3:00 p.m. on the day prior to returning to work. Failure to report to work or adhere to the timelines and requirements as set forth in this Article may result in disciplinary action.
- 5.1.2.3 If an employee or a member of his/her immediate family requires medical attention, the employee may be required to submit a written certificate from a licensed medical practitioner. Sick leave requests for more than three (3) workdays may, at the Employer's discretion, require the written certificate of a licensed medical practitioner. Falsification of a physician's certificate or sick leave abuse will be grounds for corrective action, including discharge, without progressive discipline.
- 5.1.2.4 Only after an employee exhausts all of his/her sick leave, personal leave and vacation leave time provided for in this Agreement, but does not require the long-term leave or leaves available as specified in other sections of this Agreement, the Superintendent may grant the employee unpaid sick leave on an

as needed basis, up to a maximum period of one year. Continuous service for seniority purposes is not broken by use of either paid or unpaid sick leave.

5.1.2.5 For the purposes of Article 5 of this Agreement, "immediate family" is defined as: spouse, legal guardian, children, ward, father, mother, brother, sister, current in-laws, aunts, uncles, nieces, nephews, grandparents, and grandchildren. However, the Superintendent, in his/her sole discretion, may approve other relationships under the definition of "immediate family" in accordance with this provision.

5.1.2.6 An employee in his/her first year of employment with the Board may request and obtain the advancement of up to five (5) days of sick leave for use during his/her first year of employment provided the employee has exhausted any and all accrued and earned paid leave to date; such leave shall be provided in one (1) day increments; and such sick leave is immediately repaid by the employee as additional sick leave is accrued.

5.1.2.7 An employee after his/her first year of employment with the Board may request and obtain the advancement of up to five (5) days of sick leave provided the employee has exhausted any and all accrued and earned paid leave to date; such leave advancement may only be requested one time for a single event requiring the use of sick leave; such leave shall be provided in one (1) day increments; and such sick leave is immediately repaid by the employee as additional sick leave is accrued.

5.1.3 The previously accumulated sick leave for an employee who has been separated from the public service shall be placed to his credit upon his reemployment in the public service, provided that such reemployment takes place within ten years of the date which the employee was last separated from public service. An employee who has transferred from another Ohio public employer shall be credited with unused balance of his/her accumulated sick leave up to a maximum of five hundred (500) hours.

5.1.4 Sick Leave Bank.

5.1.4.1 The Sick Leave Bank ("Bank") is for the express purpose of providing additional sick leave days to those employees who have suffered from a major physical or mental illness (*i.e.*, heart attack, stroke, cancer, etc.) or serious accident that prohibits them from returning to work and performing their normal job responsibilities.

5.1.4.2 The Bank shall be implemented based on the following provisions:

1. Each bargaining unit member and management employee shall have the option of becoming a member of the Bank by contributing one (1) day of his/her accumulated sick leave to the Bank each year, during the month of September. Once a sick leave day has been contributed to the Bank, the member may not withdraw the day.
2. If at any time the Bank contains less than thirty (30) accrued days, the Sick Leave Bank Committee ("Committee") may choose to reopen the Bank for contributions. Only those employees who contribute during the "re-opened" period will remain members of the Bank. Any employee not contributing days during the annual contribution period or the "re-opened" period shall forfeit his/her membership in the Bank.
3. A new employee of the Board must notify the Committee, within fifteen (15) days after initial employment that he/she will contribute his/her first sick leave day to the Bank in order to become a member. If the new employee transfers sick leave days into ACBDD, upon employment, a day shall be subtracted from that accumulation if the employee chooses to be a member of the Sick Leave Bank.
4. The Committee shall be comprised of two (2) Association members appointed by the Association President and one (1) member appointed by the Superintendent.
5. The Committee shall elect a chairperson and shall develop rules for the operation of the Committee and adhere to the specific provisions of this Article.
6. The Committee may award a maximum of fifteen (15) sick days to a member who submits his/her initial application if he/she meets the Committee's qualifications for eligibility.
7. A member who has been awarded the initial fifteen (15) days may apply to the Bank for a maximum of an additional fifteen (15) days when it is reasonably apparent that he/she will not be able to return to work at the expiration of the initial fifteen (15) day period awarded.
8. If an employee/member is disabled to the extent that he/she could possibly be approved for Disability Retirement under

one of the State of Ohio's retirement plans (disability for duration of at least 12 months), the employee must apply for disability retirement. If the employee is not approved for retirement disability, he/she may then apply and possibly be awarded sick leave days under the provisions of the Bank.

9. A member of the Bank may only apply to the Bank for sick leave days after he/she has used all of his/her accumulated sick leave days, personal leave days and vacation days.
 10. A member applying to the Bank for sick leave days shall be required to provide the Committee with medical certification from a licensed physician attesting that the member's medical condition is a major illness or serious injury that will require at least twenty (20) consecutive days of recuperation/recovery time. The Committee, at its discretion, may require a second medical opinion.
 11. The decision of the Committee regarding the approval or disapproval of applications for sick leave days from the Bank, shall be a final decision and shall not be appealable through any internal process or external legal proceeding.
 12. Routine or elective medical procedures (or procedures including surgery which can be performed during a time period where it would not impact on employment time) shall not be reasons for the Committee to approve sick leave days under this plan.
 13. The sick leave day(s) contributed to this Bank shall continue to accrue from year to year until such time as the day(s) are awarded by the Committee.
 14. The Committee will convene within three (3) work days of receipt of an application from a member requesting sick leave days from the Bank. If adequate information and medical certification is provided, the Committee will make its decision within 24 hours after reviewing the application.
- 5.1.5 Non-workplace Injuries. Any employee that sustains an injury from a non-work related activity that results in a mental or physical incapacity or impairment (e.g., broken arm, broken leg, mobility or ambulatory limitation, concussion, exposure to communicable disease, etc.) shall not return to work until such time that the employee's health care provider completes the fitness-for-duty certification form attached to this Agreement at Appendix G after reviewing the employee's job description and certifying that the

employee is capable of performing all of the duties required by the job description. All other terms and conditions contained in Appendix G are equally binding upon the parties.

5.2 Personal Leave.

5.2.1 Full-time and Part-time Employees. The Employer shall grant full-time nine-month employees a maximum of three (3) days of unrestricted personal leave per calendar year. In addition, the Employer shall grant each full-time twelve-month employee a maximum of four (4) days of unrestricted personal leave per calendar year. Further, the Employer shall grant part-time employees a maximum of two (2) days of unrestricted personal leave per calendar year. These personal days will be placed to the employee's credit on the first day of each calendar year. One (1) day of an employee's personal leave can be used in one-half (1/2) day increments each calendar year. Such one-half (1/2) day usage can be for the first half of the day or last half of the day only (not mid-day). The other personal leave days cannot be taken in increments of less than one (1) day except for those employees in the transportation department (vehicle operators and bus aides) who may take all their personal leave days in one-half (1/2) day increments. An employee may use personal leave for such purposes as the employee, in his/her discretion, wishes so long as the employee's activities during such leave do not violate any provision of this Agreement. Probationary employees may only utilize personal leave after completion of thirty (30) days of work for the Board.

Only one Nurse, one Job Trainer/Community Employment Specialist and a maximum of four (4) employees from the Adult Services Program in the classifications of Vocational Habilitation Specialist and Vocational Habilitation Assistant will be permitted to take personal leave and vacation leave combined on any one (1) day. Further, no more than two (2) employees from any one (1) building may take personal leave and vacation leave on any one (1) day.

No more than two (2) employees in the same department will be eligible to take leave at the same time excluding shut down times for vehicle operators and bus aides. For this section only, a department shall be defined as (1) vehicle operators, (2) bus aides, (3) instructors, (4) instructor assistants, (5) food services, and (6) secretaries.

Requests for leaves shall be granted on a first come first served basis. In determining the number of employees permitted to be on leave at any one time under this provision, employees in reassigned positions, covering for an employee on leave, shall not be counted in the maximum numbers allotted above.

5.2.2 Intermittent Employees. Intermittent employees are not eligible for

personal leave.

- 5.2.3 Approval. Employees who are entitled to use personal leave must give their immediate supervisor three (3) calendar days of notice of their intention to use a personal day, by using the standard leave form. In situations reasonably deemed by the supervisor to be emergencies, the Superintendent shall approve personal leave after an employee has taken such leave.
- 5.2.4 Not Accumulated. Unused personal leave days shall automatically transfer to the employee's sick leave accumulation on January 1 of the next following calendar year unless such employee opts to invoke the alternative provisions under Article 5.2.5.
- 5.2.5 Employees who do not use some or all of their personal leave days during a calendar year may opt to transfer such days to their accumulated sick leave as permitted under Article 5.2.4 or may receive partial payment and accumulate such days in accordance with the following procedure.

An Employee may surrender one or more unused personal days and elect to receive payment in an amount equal to one half of the value of each unused personal leave day at the individual Employee's *per diem* rate of pay. The payment for each surrendered unused personal day shall not exceed \$75.00 and shall be made annually in January. The other half of each surrendered unused personal day shall be deposited in the Employee's Personal Leave Bank, which may accumulate up to a maximum of 20 days. When the Employee retires under his/her state retirement system, s/he shall be paid, at his/her *per diem* rate of pay then in effect, for each such accumulated personal leave day. Said payment shall be made within 30 days after the Employee's retirement date. The Employee must submit his/her request to surrender unused personal leave to the Superintendent no later than December 15 of each year. Any Employee not submitting such request shall automatically have his/her unused personal leave day(s) transferred into accumulated sick leave in accordance with Section 5.2.4 of this Article.

- 5.3 Vacation Leave For the purposes of this agreement, issues concerning vacation leave shall be determined in accordance with applicable law, except as may be otherwise indicated below.

- 5.3.1 Vacation Time for Part-Time Members

Part-time employees are entitled to vacation leave on a pro-rata basis.

- 5.3.2 Vacation is credited each bi-weekly pay period at the rate of 3.1 hours per pay period for those entitled to 80 hours of vacation per year, at 4.6 hours

for those entitled to 120 hours per year, at 6.2 hours for those entitled to 160 hours per year, and at 7.7 hours for those entitled to 200 hours per year. (See Appendix F.)

Vacation time for part-time employees is credited each bi-weekly period during which work was performed and shall be credited on a pro-rated basis of the schedule indicated above, *i.e.*, 40 hours worked during bi-weekly period and the member has one (1) year of employment but less than eight (8) years of employment would entitle the employee to 1/2 of 3.1 hours or 1.55 hours of credited vacation time, etc.

5.3.3 Day(s) designated as holidays or emergency days declared by the governor or calamity days are not charged to vacation leave regardless of the day of the week on which they occur.

5.3.4 Request and Approval

5.3.4.1 All vacation time must be requested at least seven (7) calendar days in advance of use. However, in emergency situations, vacation time may be granted at the employee's supervisor's discretion with less than the seven (7) calendar day advance request. This exception can only occur up to two (2) times per calendar year. Vacation leave will be granted on a first request basis and will normally conform to program operation schedules. The maximum number of employees taking vacation leave at any one time in the Adult Services Program shall be limited in accordance with the provisions set forth in Article 5.2.1.

5.3.4.2 Vacation leave shall be requested in writing on the request form provided by the Board.

5.4 Court Leave

5.4.1 Jury Duty. Court leave with pay shall be granted to employees summoned for jury duty during normal working hours by federal, state, or any other court of competent jurisdiction.

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

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

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

5.4.5 Personal Court Appearance. An employee who is appearing before a court or other authorized body in which he/she is a party to the action, except as set forth in Section 5.4.3 above, may request to use accrued vacation time or personal days.

5.5 Military Leave

5.5.1 Military Leave. All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duties for periods not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year.

Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous time period in order for employees to be entitled to payment under this section. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours. Members of those military components listed above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the governor to assist civil authorities. Such emergency leave will be without pay if it exceeds authorized military leave for the year (31 days). The leave will cover the official period of the emergency.

5.5.2 The Employer may make an appointment to fill a vacancy created when an employee enters military service. However, if the person filling such vacancy also enters military service, he or she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

5.5.3 An employee who reenlists while on active duty, or an employee who is a commissioned officer and voluntarily enters on extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement.

5.5.4 A veteran separated or discharged from the Armed Forces under

honorable conditions must make application for reemployment to his or her former position with the Employer within ninety (90) days from the date of release from service; or within ninety (90) days after release from hospitalization due to in-service (military service) injury or illness which has not exceeded a period of more than one year. The following procedures apply:

5.5.4.1 Reinstatement must be accomplished within thirty (30) days after application is received by the appointing authority.

5.5.4.2 A photo static copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment.

5.5.4.3 The veteran must be physically qualified to perform the duties of the position (so long as the Employer provides reasonable accommodation of the veteran's handicap, as required by controlling federal and state law). Where a disability sustained in the military service precludes the veteran's restoration to his or her original position, the Employer shall place the veteran in a position of like status and pay, compatible with the veteran's physical condition, so long as such a position is available.

5.5.4.4 The reinstated veteran is entitled to the following salary benefits or other advancement accruing during military absence to the position he or she held and returns to:

5.5.4.4.1 Sick Leave - The employee is entitled to that amount of accumulated sick leave that he or she had accumulated at the time of entering military service.

5.5.4.4.2 Vacation Leave - Time spent by the employee on military leave will be counted in determining the employee's length of service, but no vacation credit will be accumulated during the time spent on military leave.

5.5.4.4.3 Any change in classification or pay range that would have accrued to the position if the employee had been on the job, unless this change is contingent upon the acquisition of training, certification, or other qualification that the returning employee does not possess. In such case the veteran will be given a reasonable period of time in which to acquire the training, certification, or other qualification(s), and when the requirements are met, will be granted the change.

5.6 Assault Leave. Each employee who becomes unable to perform his/her job duties

as the result of a bodily injury inflicted by an individual, youth, or student in the facilities of the Employer during such time as the employee is lawfully carrying out the assigned duties of his/her position may take leave without net loss of pay for a period not to exceed twelve (12) working days beginning at the time of the assault. No deduction shall be made from the employee's sick leave while the individual is covered under this article.

An employee shall make written application for assault leave. In the event that incapacity prevents an employee from doing so before taking time off work, the employee must file a written application to have his/her leave treated as assault leave after the fact. In any case, the Employer reserves the right to require an employee applying for assault leave to provide the Employer with a physician's statement indicating that the employee suffered a bodily injury caused or aggravated by the assault, which will cause (or which did cause) the employee to be unable to work. It shall be the obligation of the employee to receive necessary medical treatment and to return to active work status at the earliest time permitted by his attending physician.

It is fully understood that a bargaining unit member assaulted while performing contractual duties related to his/her employment has a right to seek compensation as a member of the Workers' Compensation fund.

5.7 Unpaid Leaves of Absence

5.7.1 Personal reasons. At the discretion of the Superintendent, a long-term unpaid leave of absence may be granted to an employee once during the term of the Agreement for a maximum duration of one (1) year for personal reasons. For a leave of less than 30 calendar days under this provision, the employee shall continue the same healthcare benefits provided by the Agreement. For a leave of 30 calendar days or more under this provision, the employee has the right to continue insurance coverage pursuant to Section 5.7.5.1 of the Agreement.

5.7.1.1 In addition to the long-term unpaid leave of absence available under Article 5.7.1, an employee, at the discretion of the Superintendent, may be granted a short-term unpaid leave for a maximum of two (2) workdays per calendar year for personal reasons. In addition, an employee who is not eligible to earn vacation leave may, at the discretion of the Superintendent, be granted up to two (2) more days of unpaid leave per calendar year for personal reasons. For purposes of calculating leave under this provision, leave of less than a full workday shall be considered one workday. For purposes of calculating compensation under this provision, an employee taking an unpaid leave shall be docked pay for only the portion of the day taken off. The employee must request this leave at least three (3) calendar

days in advance of use. However, in situations reasonably deemed by the Superintendent/designee to be emergencies such leave may be approved with less than the three (3) days' notice. Any employee, who requests and is approved for this leave, shall pay the cost of the substitute used in place of the employee on leave. The maximum cost paid for a substitute by the regular employee who is on leave shall not exceed the regular employee's per diem salary/hourly rate. Such pay shall be deducted from the regular employee's paycheck on the next pay date following his/her unpaid leave of absence.

5.7.2 Educational reasons. Leave may be granted upon the request of the employee for a maximum period of one (1) year for purposes of education, training or specialized experience which would be of benefit to the service by improved performance at any level, or for voluntary service in any governmentally sponsored program of public benefit. An additional year may be granted upon request.

5.7.3 Parental leave. An employee who becomes a parent shall, upon request, be granted parental leave of absence without pay for a period of time requested by the employee not to exceed one (1) year. Parental leave may be extended by the Employer, upon request of the employee, for a period not to exceed one (1) additional year.

5.7.4 Disability.

5.7.4.1 Voluntary Classification Reduction. When an employee becomes unable to fully perform any of the substantial duties of his or her position, but is still able to fully perform all of the substantial duties of a vacant, lower level position, he or she may voluntarily request or the Employer may recommend reduction to the lower position. Such request or recommendation shall be made in writing stating the reasons for the request. When reduction is by request of an employee, such request shall be granted. Such employee shall not suffer harm by said reduction (but shall be placed in the appropriate step of the salary schedule for the lower level position).

5.7.4.2 Personal Disability Leave. An incapacitated employee for whom voluntary reduction is impracticable or unavailable, may request up to one (1) year of unpaid disability leave. Such leave shall be granted if he or she can present medical or other professional evidence to reasonably establish that a disability exists. Such request must be submitted in writing to the Superintendent through the immediate supervisor with a copy of a physician's statement attached.

5.7.4.3 Disability Separation Procedure. A disability separation shall be granted when an employee has utilized the personal disability leave specified in Section 5.7.4.2 above and is:

5.7.4.3.1 unable to return to and fully perform the duties of his/her assigned job; or

5.7.4.3.2 hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or

5.7.4.3.3 declared physically incapable of fully performing any of the duties of his or her position by a licensed physician designated by the Superintendent and is mutually acceptable to the employee. If the Superintendent designates a physician other than the employee's own physician, the Employer will pay the cost of any required examination to the extent that such examination cost is not reimbursed by insurance.

An appointment made to fill a position made vacant by Disability Separation will be made on an interim basis, and such employee should be notified of its interim nature. A replacement employee in the position while an employee is on leave will be terminated upon the reinstatement of the employee from leave, but may be considered for the other vacancies existing at that time.

5.7.4.4 Reinstatement Procedure. Reinstatement rights following Disability Separation or reduction extend for a total of three and one-half (3 1/2) years from the effective date of the leave for the disabling conditions (e.g., one [1] year disability leave and two and one-half [2 1/2] years of Disability Separation). Such employee is to be reinstated to the same position within thirty (30) days after making written application and submitting medical certification indicating approval to return to work and perform the duties of the position. If the examination is conducted by a physician designated by the Superintendent and mutually acceptable to the employee, the costs of such examination shall be paid by the Employer. Reinstatement shall be without loss of rights or benefits [provided by law or this agreement]. If continuing disability precludes reinstatement, the employee may apply to PERS or STRS for Disability Retirement and if eligible for disability retirement will be separated from service effective as of the first day of the disability retirement.

5.7.4.5 Law Prevails. This section is not intended to modify nor supersede any provision(s), rights, or benefits that may be applicable through any public employee(s) retirement system of the State of Ohio.

5.7.5 Conditions Related to Leaves of Absence.

5.7.5.1 Status While on Unpaid Leave.

An employee while on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, although unpaid, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where the longevity is a factor. For all unpaid leaves, the employee has a right to any or all insurance coverage by paying the group premium rate plus a minimal administrative charge for the duration of the leave.

5.7.5.2 Return to Duty from Leave.

5.7.5.2.1 Upon completion of a leave of absence, of more than one (1) year the employee is to be returned to the position which he/she formerly occupied, or to a similar position within the same classification.

5.7.5.2.2 An employee who fails to return to duty within three (3) days of the completion of a leave of absence, without explanation to the appointing authority, or his representative, may be removed from his/her position.

5.7.5.2.3 If an employee uses all of his/her personal leave, sick leave and vacation leave time and does not report to work and/or doesn't request unpaid leave for an absence he/she may be disciplined for an unexcused absence.

5.8 Training and Educational Leave. Employees shall be entitled to training and educational leave without loss of pay each year.

5.8.1 Each full-time employee shall be provided up to a maximum of three (3) days of leave. Each part-time employee shall be provided up to a maximum of two (2) days of leave. Leave shall be used upon approval of the Superintendent for the purpose of attending conferences, workshops, seminars, PAR, and for observation in other programs or facilities to encourage betterment of the program and/or improvement of performance. Further, employees can use professional days in order to attend CPR and First Aid training on an individual basis. Days in this section shall mean the hours usually worked on such days and the corresponding pay.

5.8.2 The employee shall apply to the Supervisor at least five (5) workdays in advance of the leave date(s). When leave is approved by the Superintendent/designee, the reimbursement allocations stated below shall be applicable.

5.8.3 Reimbursement Allocations.

5.8.3.1 Lodging: up to three (3) calendar days (receipt required) at a maximum of seventy-five dollars (\$75.00) per day unless a higher rate is approved in advance by the Superintendent.

5.8.3.2 Meals.
five dollars (\$5.00) for breakfast, ten dollars (\$10.00) for lunch, and ten dollars (\$10.00) for dinner. There shall be no reimbursement for sales tax or tips.

5.8.3.3 Mileage. Applicable IRS rate.

5.8.3.3.1 May substitute receipted air or surface transportation bills within limit.

5.8.3.4 Registration fee (receipt required).

5.8.3.5 Miscellaneous expenses (with receipts).

5.9 The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993 and ACBDD Policy.

The Family and Medical Leave Act of 1993 shall not diminish the leave rights and benefits under this agreement where it provides greater rights and benefits than the FMLA. To the extent that the FMLA mandates leave rights and benefits in excess of those provided in this agreement, those excess leave rights and benefits shall be accorded to employees eligible therefore under the Act and regulations issued pursuant to it. Each party shall retain all rights accorded to them by the FMLA.

The method for calculating the year under FMLA shall be through the rolling twelve (12) month period measured backward from the date the leave commences.

5.10 Accounting for Leave. An employee who is absent or who takes, or proposes to take, any leave as provided for in this article must sign and forward the approved leave form provided by the Board to the Superintendent or his/her designee.

The employer shall provide to each employee, no later than the day of the second pay of each month, a statement of the employee's accumulation of sick leave, personal leave and vacation leave, which shall be accurate through the last day of the preceding month.

ARTICLE 6: SCHEDULING AND HOURS OF WORK

6.1 Intent. This article defines the normal hours of work per day/week, rules governing overtime, holidays, job responsibilities, and other conditions of employment.

6.2 Definitions.

6.2.1 Work Schedules are defined as an employee's regularly assigned hours of the day and days of the week, and shift assignments (if any).

6.2.2 The regular workweek for all full-time and part-time employees shall be Monday through Friday except for weekend assignments (if any) that occur with the consent of the employee(s) unless otherwise stated herein.

6.3 Work Schedules. Following are the Work Schedules for the various classifications that are a part of the Association's bargaining unit.

New work year for "School Year" Employees and "Calendar Year" Transportation Employees. In addition to the work specified in Article 6 of the contract, there shall be one (1) additional workday (mandatory all staff in-service day) for all "School Year" employees with prorated additional compensation and one (1) additional up to an 8 hour workday (mandatory) for all "Calendar Year" transportation department employees with hourly rate compensation. Also, there shall be one (1) day for preparation for all 9-month school staff (voluntary at employee's discretion) with prorated additional compensation.

6.3.1 Intervention Specialists (Instructors), Speech Language Pathologists (Instructors), Adaptive Physical Education (Instructors), Instructor Assistants and any other similar professional or service bargaining unit positions.

6.3.1.1 The work year for the above stated classifications shall be one hundred ninety-two (192) days in each program year (July 1 through June 30). Such days shall include the following:

183 days for student instruction which includes:

1-2 days for parent-teacher conferences (students not in attendance)

1 day for in-service training (students not in attendance)

1 day for orientation (first workday prior to start of student program year)

1 day for record keeping (last day of responsibility for program year); (students not in attendance)

1 day in order to do assessments on his/her students. Each Intervention Specialist shall be allowed to sign up for a substitute

teacher for one (1) day per school year on any one of the days made available by the Director of Education. The employee is expected to be at the school on this day to do the assessment. In addition, instructors may utilize the services of a substitute employee one (1) day (or two (2) half days) per school year for IEP writing provided the instructors complete such IEP writing at school.

Plus 9 Holidays (not scheduled to work)

- 6.3.1.2 The workday shall be 8:15 a.m.–3:15 p.m. on each scheduled workday. The workweek shall be Monday through Friday except that such employees shall be permitted to leave at 2:45 p.m. or as soon as the buses have departed on days that immediately precede a holiday or holiday/shutdown period provided that the employee's time-sensitive duties are completed prior to the employee's early departure. Any employee entitled to this early release time (one-half (1/2) hour) cannot use such time to reduce his/her work day for purposes of charging vacation, sick leave, unpaid leave, etc. Any employee who receives this one-half (1/2) hour of early release time shall adhere to the aforementioned provision.
- 6.3.1.3 Employees in this classification are considered to be salaried and shall be compensated in accordance with the Fair Labor Standards Act. When the Employer requires the employee to attend meetings or perform other work on days not set forth in Section 6.3.1.1, or at times not provided for in Section 6.3.1.2, the employees shall be paid in accordance with the requirements of the Fair Labor Standards Act.
- 6.3.1.4 The Board will provide substitute classroom coverage during the school day for Intervention Specialists of school-aged children, provided that the Intervention Specialist remains in the school building to complete the necessary work associated with current alternate assessment requirements. The Board will provide a minimum of 2 full school days of substitute coverage for each Intervention Specialist who is responsible for work associated with current alternate assessment requirements. Intervention Specialists performing work associated with current alternate assessment requirements may request additional substitute coverage from the Board's Director of Education.
- 6.3.1.5 Notwithstanding Section 6.3.2.3, instructional employees shall be eligible for early release time in an amount not to exceed the actual time spent in approved/scheduled meetings (for example, IEPs, ETRs, staff meetings and LPDC meetings) outside of the

regular work day provided however that an instructional employee is tracking and regularly reporting his/her such eligible early release time to the Director of Education and the early release time is: used (a) during the same year in which it is earned; (b) with the prior approval of the Director of Education; and (c) in increments up to 30 minutes. Early release time not used during the school year in which it is earned shall not carry forward to the subsequent year.

6.3.1.6 To accommodate parent scheduling needs, instructional employees will be afforded a flexible workday for up to a total of seven (7) hours for the parent-teacher conference day with prior notice to the Director Education.

6.3.2 Instructors, Instructors Assistants, Food Service Assistant, File Clerk, Early Intervention Specialist, Nurse (LPN), Nurse (RN), Job Trainer, Account Clerk, School Secretary, Vocational Habilitation Specialist, Community Employment Specialist, HR/Fiscal Specialist, Vocational Habilitation Assistant, Habilitation Office Specialist, Administrative Assistant, Production Assistant, Custodial/Maintenance, Custodial Assistant, Mechanic Assistant and any other similar professional or service bargaining unit positions.

6.3.2.1 The work year for the above stated classifications in each program year (July 1 through June 30) shall be as follows:

*Instructors-192 days
Instructor Assistants-192 days
Early Intervention Specialist (224 days)
Early Intervention Specialist (192 days)
Vocational Habilitation Specialist-249 days
Vocational Habilitation Assistant-249 days
Job Trainer-249 days
Account Clerk (Workshop Secretary)-249 days
School Secretary-244 days
Nurse (LPN)-249 days
Community Education Specialist-249 days
Habilitation Office Specialist-249 days
Administrative Assistant-244 days
Production Assistant-249 days
Job Trainer-201 days
Nurse (RN)-192 days + 3 flex days
Custodial/Maintenance-249 days
Custodial Assistant-249 days
Mechanic Assistant-249 days
Food Service Assistant-192 days

File Clerk-192 days
HR/Fiscal Specialist-249 days

Such days shall include the following:

Two (2) days or the equivalent for in-service (individuals no in attendance)

Ten (10) Holidays (not scheduled to work).

*The Early Intervention Specialist (224 days) position may be required by the administration to perform additional duties (*i.e.*, all transitional pre-school/school age, addendum to parents, etc.). If the number of days required in the position is reduced by the Superintendent, the position shall be paid in accordance with the negotiated salary schedule on a pro-rata basis, due to less work time. The Early Intervention Specialist (192 days) shall work throughout the calendar year. The work calendar for this position shall be determined collaboratively. The employee shall submit a proposed work calendar to the Director of Education for review and approval,

6.3.2.2 Hours

Instructors - 8:15 a.m. to 3:15 p.m.

Instructors Assistant - 8:15 a.m. to 3:15 p.m.

Early Intervention Specialist (224 days) - 8 hours

Early Intervention Specialist (192 days) - 7 hours

(flextime for home visits with prompt notice to Supervisor and in same pay period; for "224-day" employees, workday shall not exceed eight (8) hours per day or for forty (40) hours per week and for "192-day" employees, workday shall not exceed seven (7) hours or 35 hours per week)

Vocational Habilitation Specialist - 8:15 a.m. to 3:15 p.m.

Vocational Habilitation Assistant - 8:15 a.m. to 3:15 p.m.

Job Trainer – flexible hours 35 hours per week

School Secretary – 8:00 a.m. to 4:00 p.m.

Nurse (LPN)- 8:00 a.m. to 4:00 p.m.

Nurse (RN) - 192 days-8:00 a.m. to 4:00 p.m. - 3 days flex time-not to exceed 24 hours

Habilitation Office Specialist – 8:00 a.m. to 4:00 p.m.

Administrative Assistant - 8:00 a.m. to 4:00 p.m.

Account Clerk - 8:00 a.m. to 4:00 p.m.

Production Assistant - 8 hours flex time

Custodial/Maintenance - 8 hours per day flextime

Custodial Assistant - 8 hours per day flextime

Mechanic Assistant - 9:00 a.m. to 5:00 p.m.

Food Service Assistant - 35 hours per week

File Clerk - 8:00a.m. to 4:00 p.m.
HR/Fiscal Specialist - 8:00a.m. - 4:00 p.m.
Community Employment Specialist – flex hours 35 hours per week

- 6.3.2.3 Employees in this classification are considered to be salaried and shall be compensated in accordance with the Fair Labor Standards Act. When the Employer requires the employee to attend meetings or perform other work on days not set forth in Section 6.3.2.1, or at times not provided for in Section 6.3.2.2, the employees shall be paid in accordance with the requirements of the Fair Labor Standards Act.
- 6.3.2.4 The Job Trainer and all other seven (7) hour Adult Services personnel may extend their workday and/or workweek to eight (8) hours per day/forty (40) hours per week. The hours worked over seven (7) hours per day and/or thirty-five (35) hours per week, up to the eight (8) hours per day/forty (40) hours per week shall be defined as compensatory time and shall be valued at the employee's straight hourly rate of pay. The compensatory time may be accumulated to a maximum of fifty (50) hours. If and when the Job Trainer ever exceed the fifty (50) hours of compensatory time, he/she shall be paid his/her regular hourly rate of pay for those hours over fifty (50). If the Job Trainer or Adult Services Personnel are required to exceed forty (40) hours in a week by his/her immediate supervisor, then such excessive hours will be paid to the Job Trainer at one and one-half (1-1/2) times his/her regular rate of pay or such time may be accumulated and used as compensatory time in accordance with the provisions of the Fair Labor Standards Act. Any compensatory time may be taken at such times as approved by the Job Trainer's immediate supervisor.
- 6.3.2.4.1 An employee will receive compensatory time for working on the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. This compensatory time will be credited to the employee on an hour-for-hour basis, provided that the total hours worked together with credited "holiday" hours do not exceed 40 hours during the employee's applicable work week. However, this compensatory time will be credited to the employee at 1 ½ times the hours worked on a paid holiday where such hours are in excess of 40 hours of work during the

employee's applicable work week including any credited "holiday" hours.

6.3.2.4.2 An employee will receive compensatory time for working during a shutdown period on an hour-for-hour basis.

6.3.2.4.3 Subsections 6.3.2.4.1 and 6.3.2.4.2 shall have no retroactive application for work on any holiday or during any shutdown period occurring before January 1, 2011. The accumulation and payment provisions contained in Subsection 6.3.2.4 shall also apply to hours worked on a paid holiday and during a shutdown period.

6.3.2.5 Days

The employment year shall be from January 1 through December 31.

6.3.2.5.1 Forty (40) hour employee(s) shall be scheduled to work five (5) consecutive days per week each week of the employment program year (239 days). The work year shall be two hundred forty-nine (249) days which includes ten (10) holidays that are not scheduled workdays. This provision applies to Custodial Worker, Truck Driver and Production Assistant. These are salaried non-exempt positions for purposes of overtime compensation.

6.3.2.5.2 Vehicle operators and bus aides shall be scheduled to work on each day the students and/or individuals whom they transport are scheduled to be in attendance according to the school and workshop calendars. Such employee(s) shall be paid for all hours worked which shall not be less than four (4) hours per scheduled workday. Such employees whose work time is less than four (4) hours per scheduled workday may be assigned related duties to complete the four (4) hour workday. This section shall not apply to field trip assignment(s) as well as other special assignment(s), which will be paid at a separate hourly rate in accordance with Article 13 of this agreement. Vehicle operators and bus aides shall be considered non-exempt hourly employees and shall not be required to work on the nine (9) scheduled holidays for school year employees and ten (10) holidays for calendar year employees.

6.3.2.5.2.1 Transportation department employees shall have no less than eight (8) hours per year of paid scheduled in-service time. New work year for "School Year" Employees and "Calendar Year" Transportation Employees. In addition to the work specified in Article 6 of the contract, there shall be one (1) additional workday (mandatory all staff in-service day) for all "School Year" employees with prorated additional compensation and one (1) additional up to an 8 hour workday (mandatory) for all "Calendar Year" transportation department employees with hourly rate compensation. Also, there shall be one (1) day for preparation for all 9-month school staff (voluntary at employee's discretion) with prorated additional compensation.

6.3.2.5.3 In order to provide safe and efficient transportation for individuals to and from the annex facility, current vehicle operators may be employed one (1) additional hour per day (1/2 hr. a.m., 1/2 hr. p.m.). Such time shall be extra work time and shall be paid at that vehicle operator's regular hourly rate of pay. Vehicle operators shall bid for this extra time on a month to month basis and such time shall be awarded by seniority on a rotating basis. The bidding for this extra time shall be distinct and separate from field trip assignments. If the Superintendent determines that a vehicle operator position needs to be added for the purpose of transporting individuals to and from the annex facility and covering the overflow of individuals from regular route, then the bidding process set forth above shall not be implemented. The hours of work for this new position shall not be required to be in conformity with the regular vehicle operator hours, but shall be a four (4) hour per day position. A date for the bid process will be selected by the Transportation Director at least 1 week before the school year begins. Employees in the Vehicle Operator and Bus Aide classifications will be allowed to select their respective route (defined as the combined a.m. run and p.m. run) according to classification seniority. Employees in the program year Vehicle Operator and program year Bus Aide classifications may bid on a school year route. Employees in the school year Vehicle Operator and

school year Bus Aide classifications may bid on a program calendar route. Employees in the program year Vehicle Operator and program year Bus Aide classifications may bid on a school year route to fulfill their program year work schedule; however, they will at the same time select the remaining portion of their work year from available program year routes.

6.3.2.5.4 Part-time employees other than vehicle operators and bus aides shall be scheduled to work no more than five (5) days with at least two (2) consecutive days off. The number of days for each part-time employee shall be on a regular schedule.

6.3.2.5.5 The Food Service Assistant shall be a salaried position. This position shall be scheduled seven (7) hours per day, one hundred ninety-two days per year including nine (9) holidays. The normal work day will begin no earlier than 7:30 a.m. and shall end no later than 2:30 p.m. The Food Service Assistant may take his/her lunch break at the end of the scheduled workday.

6.3.3.1.5.1 The part-time Food Service Assistant shall be scheduled four (4) hours per day and two hundred thirty-nine (239) days per year which includes no paid holidays. The part-time Food Service Assistant will be placed on the same salary schedule (Category B) as the current full-time Food Service Assistant with such pay being prorated in accordance with days and hours worked. The part-time Food Service Assistant will perform his/her job responsibilities as set forth in the job description for the full-time Food Service Assistant. The creation or continuation of the part-time Food Service Assistant position is not to be interpreted as a vacancy as defined under Article 10.1.3 of the negotiated Agreement.

6.3.2.5.6 The Truck Driver position shall be a salaried non-exempt position which is scheduled for forty (40) hours per week for two hundred forty-nine (249) days per program year which shall include ten (10) holidays which are not scheduled workdays.

6.3.2.5.7 Employees in the classifications of Custodial Worker and Truck Driver shall be compensated in accordance with the FSLA for days worked in addition to the days set forth in Sections 6.3.3.1.1 and 6.3.3.1.6 respectively.

6.3.2.5.8 The position of Truck Driver is under Category C in Appendix B of the Negotiated Agreement. However, the filling of this position shall be at the discretion of management.

6.4 Conditions of Employment

6.4.1 Holidays

Salaried employees shall receive holiday pay as a part of their annual salary for the holidays set forth in ORC Section 325.19. Employees shall not be required to work on such days.

6.4.2 Shutdown Periods

Shutdown periods shall be days in addition to holidays and shall be days on which employees are not scheduled to work in accordance with the program calendar as set forth in this article.

6.4.3 Calamity Days / Weather Related Delays

The Superintendent may close a program due to snow days or other calamities. Employees are not required to work and will receive no reduction in pay, to a maximum of five (5) required student attendance days per school year, or as may be otherwise required by law. Should the number of calamity days exceed five (5) days per program year, unpaid makeup days will be scheduled in accordance with the school calendar. Vehicle operators/bus aides will be paid their regular rate of pay for the makeup days when the work is made up.

When it is announced that Dale Roy School and DR Services are closed, no employee is required to report to work. In all other cases of calamity day announcements, all employees, except transportation department employees, shall report to work on a one (1) hour delay schedule regardless of the length of the announced delay. Transportation department employees shall report to work on the same schedule as the announced delay. (For instance, transportation department employees will report to work 1 hour later than their normal reporting time in the event of a 1 hour delay; transportation department employees will report to work 2 hours later than their normal reporting time in the event of a 2 hour delay, etc.).

The following employees report to work even when Dale Roy School and DR Services are announced as delayed: mechanic assistant, maintenance/ custodian and food service assistant, who shall be required to report to work at their regular reporting time.

6.4.4 Duty Free Break

An employee duty free break shall be scheduled during the day and shall be at least thirty (30) minutes in duration for all employees who work five (5) or more hours per day. When job responsibilities do not permit a duty free break, the affected employee(s) shall be permitted to schedule, at the option of the employee, a duty free paid break period of thirty (30) minutes duration at another time during the scheduled workday. Should an employee's job responsibilities be such that the break period cannot be taken, said employee shall be entitled to thirty (30) minutes of time off the same day or the next workday as mutually agreed to between the employee and the employee's immediate supervisor.

6.4.5 Break/Preparation Time. Employees may take a fifteen (15) minute morning and afternoon break provided such break does not interfere with the performance of necessary work duties.

6.4.6 Notwithstanding the provisions of Section 6.4.4 above, such employees who have a scheduled duty free lunch period (or break period in lieu of a lunch period) may leave the premises during the lunch period or break time after having given notice to the appropriate supervisor or his/her designee. Such employee will follow department procedures.

6.4.7 The first twenty-five (25) minutes of work time and last thirty (30) minutes of work time for each scheduled day shall be non-individual contact time which may be used for staff meetings, reports, preparation, and other job related duties provided however that Vocational Habilitation Assistants and Instructor Assistants shall, if requested, provide direct care service to individuals/students during such non-individual contact time. However, for instructional staff, forty (40) minutes of work time (before and/or after school) during each scheduled day shall be non-student contact time which may be used for staff meetings, reports, preparation, and other job related duties. In addition, instructors may use up to twenty (20) minutes per day for the purposes of self-scheduled, on-site planning provided however that each instructor shall remain responsible for the supervision of individuals/students during such planning time which shall not carry forward to any succeeding day (not subject to flex/compensatory time).

6.4.7.1 For the purpose of loading and unloading individuals at the D-R Services (DRS) site (annex), the following procedure will be in effect:

6.4.7.1.1 Vocational Habilitation Assistant will be assigned the responsibility of loading and unloading individuals from buses on a daily basis and will not be included under the provision of current Article 6.4.7.

The Vocational Habilitation Specialist (“Supervisor”) at DRS will voluntarily rotate sequentially on a seniority basis to assist in the loading and unloading of individuals on buses. If no supervisor volunteers for such responsibility, then they may be assigned, in reverse order of seniority, on a rotating basis in order to provide such coverage. If a supervisor is not available to exercise his/her option to volunteer for such assignment, then there is no obligation on management’s part to contact that individual. Any supervisor performing this duty will be paid at his/her regular hourly rate of pay for one-half (1/2) hour prior to his/her normal workday and one-half (1/2) hour after his/her normal workday.

6.4.7.1.2 Vocational Habilitation Assistants who provide the service of loading individuals onto buses on the day prior to a holiday shall be paid an additional one-half (1/2) of pay at their regular hourly rate of pay for that time period.

6.4.8 Tardiness. An employee who is late for work after having attempted to report to work on time, but was unable to do so owing to inclement weather or emergency related situations shall be allowed to remain at work up to one (1) hour beyond his or her scheduled hours on that day or another day with the mutual agreement of his/her supervisor in order to complete the employee’s scheduled hours, but only if the employee informs his or her immediate supervisor of the employee’s intention of doing so, and the immediate supervisor determines that there is sufficient work for the employee to perform in that period after the end of the normally scheduled workday.

6.4.9 Overtime and Call-In Defined. As defined in the federal Fair Labor Standards Act of 1938 and subsequent amendments, professional, administrative, and executive staff shall be exempt from overtime compensation. An employee in a position that is not exempt shall be entitled, with prior approval of the Superintendent, to be paid overtime compensation as prescribed by the Fair Labor Standards Act.

6.4.9.1 Rotation of Overtime Assignments. When overtime work is to be performed, the Employer will make every effort to attempt to

rotate overtime among qualified employees who normally perform the work that is being assigned for overtime.

6.4.9.2 Posting Overtime Use Schedules. Overtime use schedules will be posted on the department bulletin boards where appropriate.

6.4.9.3 Rotation of Extra Duty Work Assignments. The Employer will make every effort to attempt to rotate extra duty work assignments among qualified employees who normally perform the work that is being assigned as extra duty work. For the purposes of this Subsection, an extra duty work assignment shall mean an assignment consistent with an employee's typical job responsibilities that will not cause the assigned employee to become eligible for overtime compensation under the federal Fair Labor Standards Act.

6.4.10 Payment Upon Death. In case of death, the unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his estate.

6.4.11 Part-Time Employees

6.4.11.1 Except as may be otherwise specified in Article 12, part-time employees are those employees who are regularly scheduled to work thirty-four (34) hours or less in a work week or employees who work more than thirty-four (34) hours per week but work less than 120 days per program year.

6.4.11.2 All vehicle operators shall be allowed (included in the workday) fifteen (15) minutes' maintenance time in the morning and fifteen (15) minutes' maintenance time in the afternoon to maintain their buses in accordance with applicable policies and regulations. Between November 15 and April 15 an additional fifteen (15) minutes' maintenance time shall be allowed in the morning. Each driver is responsible for performing all maintenance and safety checks required by state laws and regulations. Upon approval, additional maintenance time may be granted. Under normal conditions all maintenance time would take place during the driver's four hour workday; however, it is understood that on some days (breakdowns, weather, accidents, etc.) maintenance time would, of necessity, be outside of the four (4) hour normal workday.

Vehicle operators and bus aides will not be required to complete time sheets except in those instances where they exceed their regular scheduled work day (2 hours in the morning and 2 hours

in the afternoon). In these instances the employee must document the reason (*i.e.*, breakdown, traffic accident, weather, other situations that cause extended time). Such time sheets shall be signed by the Transportation Supervisor. Employees will be paid for all hours worked.

Bus aides shall be responsible for assisting students and individuals on to and off of the bus aide's assigned bus and shall assist with other buses as time permits within their scheduled shift.

6.4.12 Once regular days and/or hours per day have been established for a position, those days and hours may only be reduced in accordance with the pertinent provisions of Chapter 124 of the Ohio Revised Code.

6.5 The Workshop and School Program Calendar

6.5.1 Calendars

The school, workshop, and transportation program year calendars for the appropriate program year shall be set forth in Appendix E when adopted each year. No later than June 30 of the current program year, and in succeeding program years, the Employer shall adopt the next program year's calendars for the school, workshop and transportation. These calendars will designate days when employees are and are not in attendance as governed by the provisions of this article; however, the Employer shall comply with all requirements as specified by ORC 4117. The Association may make recommendations to the Superintendent regarding the annual calendar(s) prior to adoption by the Employer. The Employer retains the right to modify the calendar(s) with prior notice provided to the Association and in accordance with the provisions of ORC 4117.

6.5.2 The administration may, at its option, change current job descriptions or create new job descriptions so as to meet the needs of the program. Any job description change will be reviewed by the Labor Management Committee prior to implementation. The administration will not change any job description in an arbitrary or capricious manner but will only change job descriptions for the good of the program.

6.5.3 The administration shall maintain and update as necessary a binder or electronic copy of current job descriptions of all bargaining unit members. A hard copy of the job descriptions binder shall be available at the Dale-Roy School & Training Center and the DR Services facility. The job descriptions binder shall also be maintained electronically on the Board's main server or in such other similar location accessible by Board computer. This provision shall be effective March 31, 2011.

- 6.6 In-service Training. Each department will be responsible for planning and implementing in-service training of one (1) day for nine (9) month employees; two (2) days for adult and early intervention employees; and not less eight (8) hours per year for transportation employees. Staff input regarding in-service training may be directed to the Superintendent/designee.
- 6.7 Organizational Development. A committee shall be established for the purpose of assisting staff members, through organizational development. This would include maintaining and obtaining skills in a pro-active manner to include but not be limited to on-the-job training, after hours training (with possible pay if approved). This committee shall also guide staff through organizational changes and recommendations approved through the Board and the Superintendent's request, or by committee recommendation. The committee shall be broad based and shall include the following representation; three (3) bargaining unit members from OEA Unit #1, one (1) bargaining unit member from OEA Unit # 2 appointed by each Association president; four (4) managers, one (1) of which is a chairperson appointed by the Superintendent; and other members as needed.
- 6.8 A Labor/Management Committee shall be created for the purpose of continued dialogue regarding issues and concerns related to the welfare of individuals, students and employees at the Board.
- 6.8.1 The Labor/Management Committee ("Committee") shall be comprised of five (5) representatives appointed by the President of the Association; one (1) representative appointed by the President of the Service and Support Administrators Association; and five (5) representatives appointed by the Superintendent.
- 6.8.2 Labor/Management Committee meetings shall be held no less than eight (8) times per year.
- 6.8.3 Minutes of these meetings will be taken and distributed to the members of the Committee.
- 6.8.4 Meetings shall typically be held between the hours of 2:45 p.m. and 4:15 p.m.
- 6.8.5 Before adjournment, the Committee shall establish the date and time of the next meeting. Meetings may only be cancelled by consensus of the entire Committee.
- 6.8.6 In order for issues to be placed on the agenda for Committee discussion, such issues shall be submitted to the other party forty-eight (48) hours prior to the scheduled Committee meeting. Any other issues shall only be placed on the agenda by mutual consent of the parties.

6.8.7 At no time will the Labor/Management Committee extend its discussion or decisions to issues of collective bargaining as per R.C. 4117, unless mutually agreed to by the parties.

6.8.8 The Committee shall have the authority to establish further guidelines so as to make sure the Committee operates in an efficient and orderly fashion.

ARTICLE 7: EMPLOYEE RIGHTS AND PROTECTION

7.1 Non-Discrimination/Uniform Application. The Employer hereby acknowledges its obligation to adhere to applicable federal and state statutes governing employment discrimination.

All wages, hours, and other terms and conditions of employment will be applied uniformly to all employees of the bargaining unit except as may otherwise be authorized by an express provision of this contract.

7.2 Threats against Employees. Upon request, employees shall report, in writing, any threats of physical violence or of criminal or civil action arising out of, and in the course of, their employment by filing duplicate copies of such threats with the immediate supervisor and the Superintendent. The Employer shall handle these written reports in a discreet manner and shall not release information regarding the reports to any individual (other than a law enforcement official) without the consent of the involved employee(s), unless a request is made for disclosure of pertinent public records pursuant to Ohio's Public Records Act. Consistent with ACBDD Policy, the Superintendent will review the matter and take such action as he/she deems appropriate. Unless the Superintendent concludes that the matter involves a criminal issue requiring the involvement of law enforcement officials, a plan of action may be initiated only after consultation with the involved employee(s); however, the Employer and the administration will fully cooperate and assist the involved employee(s) should the employee(s) decide to file suit relative to the involved incident.

7.2.1 The Employer will not take disciplinary action against an employee solely on the basis of an oral or written complaint by a parent or a student or any other person. Such complaint will begin a formal investigation process providing for appropriate due process protection for the employee in question, and such investigation shall be in accordance with Section 7.9 of this article.

7.3 Employment-related Injuries. Employees in the bargaining unit who receive any injury in the course of, and arising out of, their employment are protected by the provisions of the Ohio Workers' Compensation Law. Each employee shall be responsible for complying with the procedures set forth below. Determinations of applicable coverage shall be made by the Bureau of Workers' Compensation and the Industrial Commission of Ohio.

- 7.3.1 All injured employees shall immediately notify their supervisor of any injuries which they believe may qualify them for Workers' Compensation benefits. Such employees must fill out the proper paperwork within twenty-four (24) hours of the injury unless the injury occurs on a Friday, or a day preceding a holiday, at which time the employee must complete the paperwork on the day of the injury.

Should the employee's immediate supervisor be unavailable, the employee should report the injury to the appropriate management employee. Said report shall be made either by submitting the appropriate paperwork or by verbal communication if the employee is physically unable to submit the appropriate paperwork.

- 7.3.2 All injured employees seeking medical expense benefits shall be responsible for completing and returning official Report of Industrial Injury to the Superintendent's office within two (2) weeks of first treatment. This form may be obtained from an attending physician, hospital, the Bureau, or the workshop/school office.

- 7.3.3 All injured employees seeking compensation benefits [disability of more than one (1) week] shall be responsible for completing and returning official Form C71 (Claimants' Application for Compensation) to the Workers Compensation officer within one (1) week after the accident. Said form may be obtained from the same sources listed above in Section 7.3.2. Employees may elect at his/her option to use sick leave and locally provided health care or Workers' Compensation benefits.

- 7.3.4 Workers' Compensation benefits shall be provided in accordance with Ohio law and the provisions of this section.

- 7.3.5 Workers Compensation Optional Provision. This provision relates only to work related injuries or illnesses.

Transitional Assignment: An employee who suffers an injury or illness that prohibits him/her from performing his/her regular assignment may be removed from that regular assignment and placed into a position which he/she is medically capable of performing ("transitional"). The transitional assignment shall be scheduled during the employee's contracted hours and when offered, shall be available for an initial period of thirty (30) workdays. An additional thirty (30) workdays may be approved by the Superintendent. Such transitional assignment shall be at the employee's regular rate of pay. The employee must provide the employer with medical documentation certifying the injury or illness, the limitation on work responsibilities and the estimated duration of such limitations. The employer reserves the option to require the employee to obtain a second opinion from a physician selected by the employer at employer expense. If an employee is placed in a

transitional assignment, such employee shall not file a lost time claim with the Bureau of Worker's Compensation.

Any employee who has a job related injury or illness and meets the provisions of this article, has the right to choose one of the following options: sick leave, worker's compensation or assault leave for the first twelve (12) days off work (if applicable) or transitional assignment. The employer shall further have the option of offering a "Continuation of Pay Option" to those employees who are unable to return to their regular assignment or a transitional assignment. This option shall be for an initial period of no longer than thirty (30) workdays. An additional thirty (30) workdays may be granted at the discretion of the Superintendent.

7.4 No employee shall be required to lift a student/individual without proper assistance or equipment if such lifting is likely to cause injury to said employee.

7.5 Personnel Files.

7.5.1 The Employer shall maintain the official personnel file system, in accordance with O.R.C. Section 1347.01, et seq., where applicable. Employee personnel files shall be maintained in two (2) areas designated by the Superintendent that are secure and available to all employees. One (1) of these two (2) areas shall be solely for the storage and maintenance of employee medical records. Notice of each location will be provided to employees and the Association president. Such file shall be maintained under the supervision of the Superintendent or his/her designee, who shall be responsible for developing necessary and reasonable rules regarding the access to the system, proper placement of material and the security of the system.

The parties recognize that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to the Employer or the employees. Furthermore, the parties recognize that pursuant to O.R.C. Section 149.351, the County Records Commission may have authority to dictate the manner in which records held by the Ashland County DD may be disposed by unilateral action of the Employer.

7.5.2 The purpose of this system is to serve as the official repository of personal information and records that are necessary and relevant to the individual employee's employment and job responsibilities.

7.5.3 Access to the actual personnel file of an individual employee will be limited to the employee, the Superintendent, the employee's immediate supervisor, the Board members, and clerical employees assigned responsibilities that involve maintenance or upkeep of the system. However, such access to the files or the providing of information contained in the files, shall in no way

violate the Public Records Act, O.R.C. Chapter 149.43.

If, under the Public Records Law, the Employer is obliged to disclose records contained in an employee's personnel file to a person other than the employee in question, the Employer shall notify the employee of the disclosure as soon as possible following said disclosure, and shall advise the employee of the information that was disclosed.

- 7.5.4 Disclosure of an employee's personnel file will be permitted to the representative of an employee, where the representative presents the Employer with a signed, written authorization made by the employee, authorizing the representative to inspect all information in the employee's personnel file.
- 7.5.5 An employee (as well as their representatives, when acting in accordance with Section 7.5.4) shall have access to his/her official personnel file upon request during non-work time and during the regular duty hours of the administrative office staff. An employee is entitled to be accompanied by a person of his/her choice when examining material contained in the employee's personnel file. Employees may obtain copies of material in their personnel files at a cost to the employee of ten cents per page. A copy of a document not originating with the employee, which is to be filed in the employee's personnel file, shall be provided to the employee at the time of the initial filing, and the copy shall indicate that it will be filed in the employee's personnel file.
- 7.5.6 If the employee disputes the accuracy, relevance, timeliness, or completeness of information contained in his/her personnel file, he/she may request the Superintendent to investigate the current status of the information. Within a reasonable time, the Superintendent shall undertake such investigation and shall notify the employee of the results of the investigation and the action, if any, that the Employer plans to take with respect to the disputed information.
- 7.5.7 The Superintendent shall delete any information contained in an employee's personnel file that cannot be verified, is not relevant, is not timely, is incomplete, or that is found to be inaccurate, when requested to do so by the employee who is the subject of the file.
- 7.6 No reprisals shall be taken against an employee by reason of his utilization of any procedure or activity provided for in this agreement.
- 7.7 Safety. The Employer agrees to provide safe working conditions for all employees, including safety equipment for employees who work at jobs or in areas which are dangerous.

- 7.8 Access to Materials. Employees shall have access to program materials, equipment, supplies, and facilities that are necessary to carry out their job responsibilities.
- 7.9 Complaint Procedure. Any and all complaints to the Employer against an employee should be resolved informally by the complainant and the employee. The immediate supervisor may also be involved in the resolution process if either the complainant or employee so requests. If the complainant is not satisfied with the results of this informal attempt, he/she may file a formal complaint. The formal complaint procedure is as follows:
- 7.9.1 The complainant is encouraged to state his/her complaint in writing. However, whether in writing or not, the complaint may be discussed at a conference between the complainant and the employee's immediate supervisor and resolved if possible.
- 7.9.2 If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a conference with the Superintendent.
- 7.9.3 If the complainant is not satisfied with the results of the conference, he/she may request and may be granted a hearing with the Employer in executive session.
- 7.9.4 In all steps of this procedure, the employee shall be notified of conferences and hearings and shall have the right to be present.

No complaints shall be placed in the personnel file of the employee unless: (1) the complaint is filed in writing and a copy is delivered to the employee; and (2) the involved employee has the right to make written response to the complaint and the findings from any and all conferences and hearings. Any person involved in the conferences and hearings shall have the right to representation of his/her own choosing.

Unwritten complaints will not be used in the evaluation procedure concerning employment, consideration for promotion, and transfers.

- 7.10 Staff Accident Reports. Any staff member who is injured while performing his or her duties for the Employer shall, if physically capable of doing so, report such injury immediately to his or her supervisor and to the Administrative Office. All employees are responsible for seeking medical attention if such is necessary. Employees injured in the course of their employment shall complete and file with the Superintendent an accident report within 24 hours of the occurrence, unless the employee is so disabled by his or her injury that he/she is precluded from making such a report at that time.
- 7.11 Discipline. The Employer may, for just cause, discipline an employee. The

employee shall have the right to due process. Due process shall mean the right of an employee to a hearing, being told what the reason(s) is for the disciplinary action and being permitted to offer an explanation of the alleged misconduct prior to any disciplinary action being invoked. Paid administrative leave shall not be defined as disciplinary action when such leave is implemented prior to a hearing.

The employer shall conduct a fair and reasonable investigation prior to a hearing and prior to implementing disciplinary action. However, at the Employer's option, the employee may be placed on paid administrative leave while the investigation is being conducted, and the employee will be given the reason(s) for such leave which shall not be arbitrary, capricious or discriminatory.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Disciplinary action taken under this article shall be progressive in nature as follows:

- | | |
|--------|---|
| Step 1 | Informal |
| Step 2 | Written reprimand |
| Step 3 | Suspension without pay up to three (3) days |
| Step 4 | Suspension without pay up to five (5) days |
| Step 5 | Termination |

If the employee commits a serious infraction, some or all of the progressive steps set forth above may be bypassed and any step of the procedure may be implemented. The disciplinary action taken under this article may be appealed only through the contractual grievance procedure.

7.12 Drug-Free Workplace and Testing Policy. The Drug-Free Workplace and Testing Policy includes pre-employment, reasonable suspicion and random drug testing; appropriate due process procedures for employees; and reasonable disciplinary consequences for violations of the Drug-Free Workplace and Testing Policy.

7.13 Resignations. Any employee who wishes to resign must provide written notice to the Superintendent no less than fifteen (15) calendar days prior to the date the resignation is to be effective.

ARTICLE 8: WORKING CONDITIONS

8.1 Lunch Facilities.

- 8.1.1 The Board shall provide and furnish a room that is for the exclusive use by employees as a lounge of adequate size such as to provide a relaxed and comfortable atmosphere for employees. Such lounge shall be suitable for eating and relaxation and will be equipped with a telephone for use by employees. The Employer reserves the exclusive right to designate the location of such lounge area(s).
- 8.1.2 All employees shall have the option to purchase meals from the Agency facilities.
- 8.2 Transportation. Students/individuals going on a field trip or planned activity shall be transported by Agency owned or contracted vehicles at all times except in an emergency. Trip information and request forms including additional expenses must be submitted for administrative approval one (1) week in advance and drivers will be scheduled at this time. The Board shall be responsible for providing safe vehicles for student/individual needs. Employees shall not be required to transport students/individuals in their private vehicle.
- 8.3 Student/Individual-Staff Ratio. Student/individual-staff ratio shall conform to the Rules, Regulations, and Standards established by state and/or federal law.
- Such ratio may be exceeded only with the mutual consent of the affected Classroom Instructors, Vocational Habilitation Specialist, and the administration.
- Absent specific ratios in the state or federal law to the above Vocational Habilitation Specialist areas such ratios shall be presumed to be 15 – 1. However, the ratio shall remain at not more than 15 – 1 in attendance during module time at the Adult Program unless there is mutual consent to modify this ratio on a case by case basis.
- 8.4 Staffings. As staffing is an integral part of program planning and standard procedure in all program areas, employees who are required by their supervisor to attend because of direct involvement with an individual shall be excused from the regular work schedule to attend.
- 8.5 Physical Examination. Each employee providing direct services to enrollees shall place on file in the Administrative Office evidence of a chest x-ray or tuberculin test showing them to be free of tuberculosis current within three (3) years. The Board shall provide for the Mantoux test.
- 8.6 Report of Child Abuse. Employees are required to report injury or neglect of a child as defined in the Ohio Revised Code.
- 8.7 Reimbursement. In the event an employee suffers damage to his or her articles of clothing during the course of the employee's employment with the Employer, and

such damage is the result of the actions of an individual, student, or the Employer, the Employer shall reimburse the employee for such damage. The Employer's obligation to reimburse an employee pursuant to the terms of this section is conditioned upon the employee's use of reasonable care in protecting the articles of clothing and in selecting articles of clothing suitable for the employee's work duties. For purposes of this section, "articles of clothing" shall include, but is not limited to, glasses, watches, or contact lenses, and which are reasonably required for the employee to carry out his/her job responsibilities. This section shall not include jewelry or other articles of personal property.

- 8.8 Bargaining unit members may be required to utilize a work-time accumulation system, time clock system, and/or other electronic reporting systems. The Board will provide at least ten (10) days advance notice to the Union prior to implementing a work-time accumulation system, time clock system, and/or other electronic reporting systems for bargaining unit members. The Board will also provide training to affected bargaining unit members relevant to the work-time accumulation system, time clock system and/or other electronic reporting systems.

ARTICLE 9: CLASSIFICATION, CERTIFICATION, LICENSURE, AND REGISTRATION

- 9.1 Procedure. It is the responsibility of the Superintendent or his or her designee to provide to every employee a copy of his/her classification specification, and an opportunity to ask questions regarding the document. In the case of new employees such requirement shall be completed prior to the acceptance of the position.
- 9.2 Employee Requirements. Employees are responsible for maintaining professional, educational and/or experience requirements and all required federal and state certifications, licenses, permits, registrations, and physical exams.
- 9.3 Communication with State. All applications for licensing or renewal thereof from employee(s) to the Department of Education must be channeled through the Superintendent/designee, unless otherwise stated by the Employer.
- 9.4 Required Fees. The required fees for licensing applications are the responsibility of individual employees.
- 9.5 Status Change. Employees who have a change in their educational or licensing status are responsible for providing the appropriate documentation to the Superintendent in the following manner:
- 9.5.1 A letter notifying the Agency of any status change must be submitted to the Superintendent.
- 9.5.2 Included with the letter must be official copies of the document which verifies

the status change (e.g., official transcripts, certificate, etc.).

9.6 Compliance with State Standards.

9.6.1 To the extent that the Department of Administrative Services or the Department of Developmental Disabilities publishes licensing requirements which become effective after the effective date of this contract, and to the extent that such requirements change the qualifications previously set forth in applicable law, the Association and the Employer agree that all new employees hired after that effective date of the state requirements must meet the new licensing requirements; and the Association and the Employer further agree that all incumbent employees must take appropriate educational course work to meet the new requirements.

9.6.2 All affected employees and the Association shall receive notification and a copy of any changes within twenty (20) days of notice from the state to the Agency. No employee who makes a bona fide effort to comply with the licensing requirements will be negatively affected with the Agency, provided such employee's failure to comply with licensing does not negatively affect the Agency itself.

9.7 Local Professional Development Committee. A Local Professional Development Committee shall be established in accordance with Ohio State S.B. 230. Such committee shall be composed of five (5) members; three (3) members shall be appointed by the Association President and two (2) members shall be appointed by the Superintendent. This committee shall be appointed and will hold its first meeting no later than August 1, 1998. The committee shall adhere to the rules and regulations established by the Ohio State Department of Education and/or the laws of the State of Ohio. The committee will determine the training necessary to adequately perform its responsibilities. The committee shall meet no less than once per calendar year. If the committee determines to meet more than one (1) time during a calendar year, such meeting(s) shall be held on an alternating basis regarding the time of meeting. The first meeting each calendar year shall be during release time of employees (when substitutes are not required-when possible). The next meeting shall be held after schedule work hours, third meeting released time, etc.

ARTICLE 10: VACANCIES AND REINSTATEMENTS

10.1 Definitions.

10.1.1 "Reassignment" means a change of job duties or position within a classification as determined by the Superintendent or his/her representative.

10.1.2 "Temporary Assignment" means a change in assignment due to the absence of the regularly assigned employee or a vacancy that has not been

permanently filled.

10.1.3 "Vacancy" means a bargaining unit position which is, or will be, unfilled due to retirement, resignation, termination, transfer, promotion, reassignment, or death of the incumbent and that is to be filled. The term also embraces a newly created position that has yet to be filled. The Employer reserves the exclusive right to determine whether or not a vacancy exists. However, when a decision is made not to fill a position that has been in existence, such reduction in force shall be in accordance with appropriate provisions of O.R.C. Chapter 124.

10.1.4 "Temporary Employee" means a person appointed by the Employer for a limited period of time, fixed by the Employer, usually not to exceed thirty days. A temporary employee's employment shall be terminated at the end of the specified period of assignment.

10.1.4.1 Temporary employees are not entitled to tuition reimbursement.

10.1.4.2 Temporary employees not entitled to unpaid leaves of absence.

10.1.4.3 Temporary employees shall not accrue seniority and the benefits provided thereby, nor does the time worked as a temporary employee count toward a probationary period.

10.1.5 "Substitute Employee" means an employee who is employed on a casual, day-to-day basis for the purpose of filling temporary staffing needs.

10.1.6 "Seniority" shall be determined in accordance with Article 12, Section 12.5. Notwithstanding any other provision in this agreement, no employee may exercise seniority rights relative to a position for which he/she is not qualified. Neither a temporary employee nor any non-employee of the bargaining unit gains seniority credit for a bargaining unit position except that if a non-bargaining unit employee fills a bargaining unit position during the posting and hiring process and is hired for the position without interruption, that employee will receive seniority credit from the first day he/she filled the position.

10.2 Procedure for Filling Vacancies.

10.2.1 All vacancies (as determined by the Employer) (other than those referred to in Section 10.2.4 below) will be posted internally for ten (10) calendar days on the bulletin boards with one (1) copy of the job description for that position at the same time the vacant position may be posted externally. Internal applicants must apply for such position within the ten (10) calendar day posting period. However, internal applicants who meet the posted qualifications as set forth in the job description for the vacant position, will be

offered such position prior to the offering of the position to an external applicant. The posting shall contain the internal starting date which shall be followed unless there are unanticipated delays in the selection process. Transfers shall not be delayed beyond the intended starting date except for unanticipated delays. Qualified internal applicants shall be considered for vacancies in accordance with Section 10.2.3 below after the end of the posting period.

10.2.2 Except for reasonable time for screening of candidates and the necessary mechanics of decision and implementation, all posted vacancies will be filled expeditiously. When a vacancy in the bargaining unit or a management position is to be filled by an external applicant, the Association President may appoint two (2) representatives (from the department where the vacancy exists in the bargaining unit) who will provide input into the selection of the new employee.

10.2.3 When a vacancy occurs and when a current employee(s) has applied to fill such vacancy pursuant to the posting required by Section 10.2.1 above, if such applicant is qualified, the position shall be offered to the applicant who is most senior in the department where the vacancy occurs. [Departments are: 1) school, 2) transportation, 3) adult, 4) clerical, 5) food service, and 6) maintenance.] If there is no qualified applicant from the department where the vacancy occurs, applicants from the other departments may apply and if they meet the qualifications for the vacant position, will be selected on the basis of seniority as set forth in Article 12.5 of this Agreement. If there is no qualified internal applicant for a vacancy, the vacant position shall then be available to be filled by an external applicant. For purposes of this subsection regarding vacancies, the Employer reserves the right to determine whether an applicant has sufficient qualifications for a position.

When an internal applicant is offered a vacant position, such employee and the administration shall have the following rights:

- A) A trial period of up to five (5) working days during which time the employee shall have the right to withdraw from the position and return to his/her prior position.
- B) If the employee wishes to remain in the new position after the five (5) working day trial period, such employee shall then move into a thirty (30) calendar day trial period during which time the employee shall have the option of returning to his/her prior position or the administration shall have the right to return the employee back to his/her prior position. If neither the employee nor the administrator opts to return the employee to his/her prior position during this thirty (30) day trial period, the employee is then deemed to have filled the

vacant position.

During the above stipulated five (5) day trial period, the internal applicant and a co-employee appointed by the Association President shall hold a conference for the purpose of assessing the appropriateness of the internal applicant's placement. If both the internal applicant and co-employee agree, an administrator may be in attendance at this conference.

The position vacated by an internal applicant shall remain open for a period of at least thirty-five (35) calendar days while the internal applicant/employee is serving his/her trial period. Such position may be posted as a vacant position by the administration during the thirty-five (35) calendar day trial period with the stipulation that such position will become available to be filled only at the conclusion of the trial period if the internal applicant/employee is deemed to have filled the vacant position in accordance with the first paragraph of this Section B above.

The Employer shall base its determination on the pertinent position classification set forth in Article 9 of this Agreement and shall:

- 10.2.3.1 be consistent with the certification, registration, or licensure requirements established by the Ohio Department of Education and/or the Ohio Department of MR/DD and/or other licensing or certifying agencies; and
- 10.2.3.2 include any existing evaluation of the applicant's ability to perform the job duties as set forth in the position posting and the position job description; and
- 10.2.3.3 not be altered in any manner that discriminates against employees or applicants or is inconsistent with this agreement.
- 10.2.3.4 Internal applicants who meet the qualification for a vacancy will be notified of their seniority status for such position at the end of the posting period.
- 10.2.3.5 Internal applicants who are on any leave of absence at the time a vacancy is posted, must be able to report to work in that new position no later than the tenth (10th) work day after the end of the posting period. Failure to do so will result in the immediate forfeiture of the new position for that employee and he/she will remain in his/her current position.
- 10.2.3.6 An employee must remain in a position for twelve (12) full months

(365 calendar days) before becoming eligible for a new position within the bargaining unit under this Agreement.

10.2.3.7 When an employee is on a board approved leave of absence or on the summer break, he/she will be mailed job postings that occur during such absence. These postings will be mailed to the employee's address that is on file at the board office.

10.2.4 Where a vacancy occurs because of a leave of absence and where such vacancy shall not continue beyond one (1) year, the Employer need not post such position in accordance with the provisions of this article, but may fill such position by employing one or more temporary employees for the period of the leave of absence.

10.2.4.1 Nothing in this provision or in the agreement precludes the Employer from posting and following the provisions of Article 10, Section 10.2.1, in the case of such vacancy.

10.2.4.2 Where any vacancy occurs (as determined by the Employer), including a vacancy due to leave of absence, and where such vacancy is expected to continue for more than one (1) year, the Employer shall follow the procedures set forth in Article 10, Section 10.2.1 of this agreement.

10.3 Reassignment.

10.31 Except in exigent circumstances, any changes in assignment will be made only after notice of the change to the employee. The Employer shall provide such notice as soon as possible. Such notice will provide a reason for the change.

10.32 No involuntary change of assignment shall be made without just cause. No person shall be assigned to an area not within his/her training and competency levels and/or certification or licensing.

10.33 No employee will receive a reduction in salary placement as a result of an involuntary change in assignment except for those reassignments resulting from the application of the provisions of O.R.C. Chapter 124 addressing layoff, or reduction in pay, or reduction in position.

10.4 Temporary Assignments.

10.4.1 The Employer/designee may make temporary assignments for the following reasons:

10.4.1.1 During the period while the posting and selection process is being

administered, the Employer/designee may temporarily assign employees to any vacancy to fulfill operational requirements.

10.4.1.2 To meet emergencies caused by abnormal workload, absences, or other exigent circumstances.

10.4.1.3 To provide a substitute for a manager who is absent. When an employee is assigned to substitute for a manager, the substitute employee will be paid an hourly rate equal to one hundred fifteen percent (115%) of that substitute employee's regular hourly rate for all hours worked while substituting in that manager's position.

10.4.2 Whenever the Employer/designee needs to place an employee in a different assignment on a temporary basis, the Employer/designee will seek qualified volunteers to take the assignment. If more than one qualified employee volunteers for the assignment and such assignment does not provide for a higher rate of pay, then the Employer/designee shall have the right to assign from those who volunteered. If the temporary assignment would provide a higher rate of pay, then such assignment will be based upon building seniority first then by department seniority. In order for the employee to receive his/her higher rate of pay for the temporary assignment, he/she shall have his/her time slip initialed by the appropriate Employer/designee before submitting such time slip to payroll. If no one volunteers for the temporary assignment, the Employer/designee shall reassign the employee to fill the position on a rotating basis, starting with the least senior employee in that building. The Employer/designee will not assign an employee to a position temporarily unless the employee has the minimum qualifications for the position, except where no such employee volunteers.

10.4.2.1 When requested by the Employer/designee due to the temporary or short-term absence of a Vocational Habilitation Specialist, Vocational Habilitation Assistants, in rotating order of seniority, shall be temporarily assigned on a voluntary basis to the position of Vocational Habilitation Specialist.

10.4.3 When the bargaining unit member fills a temporary assignment to a position of higher pay within the bargaining unit, the employee shall be paid the higher rate for the duration of the temporary assignment.

10.4.4 When a nine (9) month employee substitutes for a twelve (12) month employee in the same job classification during the summer months, that employee will be paid at his/her (nine [9] month) regular rate of pay.

ARTICLE 11: EVALUATION

11.1 Purpose. The purpose of the procedures set forth in this Article is to provide

a mechanism for the assessment of an employee's work performance and to help the employee achieve greater effectiveness in performance of his or her work assignment.

11.2 Evaluation Process

- 11.2.1 Evaluator: Evaluation of an employee shall be conducted by the employee's immediate supervisor. Included in the annual salary notice provided to each employee will be the name and position of the employee's evaluating supervisor. In the event an employee performs work under the supervision of more than one supervisor, the Employer shall designate one supervisor as the evaluating supervisor. The evaluator shall not be a bargaining unit member. The supervisor must be employed under a contract pursuant to O.R.C. Section 5126.081.
- 11.2.2 Orientation. All employees, including newly employed employees, will be provided a copy of the Negotiated Agreement by or through the Association President which shall serve as notification of the evaluation process.
- 11.2.3 Probationary Employees. The probationary period shall be one hundred eighty (180) workdays. At any time during the probationary period, such employee may be discharged, and he/she shall have no contractual or legal right to grieve such termination under the collective bargaining agreement or challenge such termination under the O.R.C. 124-Civil Service Law. Prior to such discharge, the Superintendent/designee shall meet with the probationary employee, together with the Association President, to explain the basis for such discharge.
- 11.2.4 Non-Probationary Employees. Each non-probationary employee shall be evaluated annually. If such an employee is not evaluated during any evaluation year, his/her employment performance shall be considered satisfactory for that evaluation year. The evaluation process will commence with a pre-evaluation meeting with the evaluating supervisor and the employee being evaluated and will include a discussion of the employee's strengths and weaknesses in his/her job performance, past performance and previous evaluations, goal-setting, professional development, growth, and training needs, and such other matters relevant to the improvement of the employee's job performance. Information relevant to the evaluation of an employee will be collected through formal observations, informal observations, walk-throughs, a review of the employee's adherence to workplace rules, information provided by the employee, and other methods of assessment and measurement of the employee's work performance. After the collection of information relevant to the employee's performance, the evaluating supervisor will complete the evaluation instrument on a preliminary basis and meet with the

employee to discuss the evaluation outcome, Thereafter, the evaluating supervisor will finalize the employee's evaluation and provide a copy of it to the employee. The final evaluation report shall be completed prior to the end of the evaluation year, signed by both parties, and sent to the Superintendent. If an employee fails or is unable to attend any of the meetings described in this section, the evaluating supervisor will nonetheless complete the employee's evaluation. The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. An employee shall be entitled to Association representation at any conference held during this process. The Employer shall endeavor to keep inaccurate information from becoming part of an employee's performance evaluation.

- 11.3 Probationary Periods Defined. Probationary Periods shall be as in Sections 10.2.3, 11.2.3 and 12.6.

ARTICLE 12: DEFINITIONS

- 12.1 Bargain Collectively. To bargain collectively means to perform the mutual obligation of the Employer by its representatives and the representatives of the Association to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.
- 12.2 Bargaining Unit Work. Work specified by this Agreement to be performed solely by a member(s) of the bargaining unit.
- 12.3 Full-time. An employee who is employed thirty-four (34) or more hours per week for a minimum of 120 days or more in a work year and whose employment is not for a limited time.
- Part-time. An employee who works less than thirty-four (34) hours per week and/or less than the minimum standard of 120 workdays per work year.
- 12.4 Professional Employee and Registered Service Employee. As used in this Agreement, "professional employee" has the same meaning as used in O.R.C. Section 5126.20. "Registered service employee" means a service employee, as defined in O.R.C. Section 5126.20(A), who is registered under O.R.C. Section 5126.081(B), or described in O.R.C. Section 5126.081(B)(5). County boards of developmental disabilities may hire professional employees and registered service employees in the classified civil service on the basis of the candidates'

qualifications rather than on the basis of the results of an examination administered by the Director of Administrative Services pursuant to O.R.C. Section 124.23.

- 12.5 Seniority. Seniority shall mean the length of uninterrupted service of an employee in a professional or service position with the Employer where no break in service occurs or as defined in Article 10 for purpose of filling vacancies. For the purpose of this section and Article 10 a "break in service" means that an employee has had a separation in service of thirty-one (31) calendar days or more. An authorized leave of absence, or any other separation, which carries with it the right to reinstatement, shall not constitute a break in service, provided the employee is reinstated within the time allowed by this contract or applicable law.

No employee shall accrue more than one (1) year of seniority in any work year.

12.5.1 Equal Seniority.

12.5.1.1 A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list.

12.5.1.2 In the event that two or more employees have identical seniority credit as determined by the seniority list, the tie shall be broken by utilizing, in the following order, the following methods:

1. First, the employee having the most recent date of continuous service from which no break in service has occurred shall have lower seniority than the other employee(s).
2. Second, in the event that application of Section 12.5.1.2(1) does not break the tie, the Employer shall determine the employee with the greatest seniority.

12.5.2 Loss of Seniority. Seniority shall be lost when an employee retires or resigns, is discharged for cause, has a break in service of thirty-one (31) days or more (as described in Section 12.5), or otherwise terminates employment with the Employer.

12.5.3 Posting of Seniority List.

12.5.3.1 The seniority list shall be posted annually in an electronic format but not available to the public. The Employer shall prepare a seniority list and present a copy of the list to the Association President annually by the first day of October. The list shall be prepared by the employee's name, accurate current classification area, and first day worked.

12.5.3.2 The name of employees who are licensed, certified, and/or qualified for more than one (1) classification shall be included on the listing for all classification(s) for which the individual is licensed, certified, and/or qualified.

12.5.4 Correction of Inaccuracies in Seniority List. At the time an inaccuracy is reported to the Superintendent and Association President, an investigation shall be conducted. Any inaccuracies found shall be corrected within ten (10) days and a copy of the corrected seniority list shall be provided to the Association President.

12.6 Probationary Period. One hundred eighty (180) workdays for all employees.

ARTICLE 13: COMPENSATION

13.1 Salary Provisions. All full-time employees shall be placed on the attached appropriate indexed salary schedules in Appendix A. The reference to January 1 below refers to first day of the biweekly pay period encompassing January 1. Part-time employees shall be placed on the appropriate salary schedule and will be entitled to the proper pro-rated amount based upon the salary schedule placement.

The wage scales contained in Appendix A shall be generated by applying the base 1.00 amount(s) to the Index contained in Appendix A and as may be otherwise required by this contract.

13.1A Base 1.00 for January 1, 2014: \$30,939.96; January 1, 2015: \$31,558.74; and January 1, 2016: \$32,032.14.

13.1B Permanent Elimination of Step Advancement. Effective January 1, 2014, step increases based on an Employee's additional years of service are permanently eliminated from this Agreement. This means that Employees are no longer eligible to advance to any new step based on years of service.

13.1C There shall be only one (1) exception to the preceding 13.1B of this Article. The exception is as follows: Employees in the Instructor-Adaptive Physical Education, Instructor-Intervention Specialist, Instructor-Speech Language Pathologist, and Early Intervention Specialist classifications as of January 1, 2014 shall advance one (1) step on the applicable salary spreadsheet effective January 1, 2014 provided s/he rendered a sufficient number of days of service to qualify for the advancement of one (1) step had steps been in effect during the term of the 2011-2013 collective bargaining agreement between the parties. For those Employees who qualified for the annual payment of \$500 described in Section 13.441 of the 2011-2013 collective bargaining agreement between the parties, his/her annual compensation will be increased by \$500 effective January 1, 2014; this is a one-time only adjustment for such Employees.

13.1D One-Time, Lump-Sum Payment. Each full-time bargaining unit member as of January 1, 2014 will receive a one-time, lump sum payment of \$400, and each part-time bargaining unit member as of January 1, 2014 will receive a one-time, lump sum payment of \$200. Said payments shall be made in January 2014. Bargaining unit members hired after January 1, 2014 are not eligible for this payment.

13.1E Vacation Relinquishment. Employees earning paid vacation leave under Article 5 and Appendix F shall be entitled to relinquish up to three (3) weeks of the prior year's earned unused vacation leave and two (2) weeks thereafter of the prior year's earned unused vacation leave in exchange for payment at his/her rate of compensation then in effect for any such relinquished vacation leave, provided however that: (a) the Employee has accumulated vacation leave equal to at least 50% of his/her maximum accumulation after said relinquishment; (b) the Employee may elect to participate in this program one (1) time per calendar year; (c) the Employee provides written irrevocable notice to the Superintendent no later than February 28/29th of a given calendar year requesting to relinquish his/her accumulated vacation leave; (d) any paid vacation leave relinquished under this Section shall be deducted from the Employees' respective vacation leave accounts and not be eligible for restoration under any circumstances; (e) payments made under this Section shall be subject to payroll taxes; and (f) the Board shall make payment for said relinquished vacation leave to the participating Employees no later than March 31st of the year of relinquishment.

13.2 Salary Schedule Placement - Professional Employees.

13.2.1 New employees shall receive full credit for educational training and for related work experience (both pre- and during employment). The compensation for employees hired on or after January 1, 2014 shall be determined based on the compensation spreadsheets set forth in Appendix J.

13.2.1.1 Based up the Superintendent's sole discretion, pre-employment related work experience credit shall only be given for up to ten (10) years of experience. Such experience credit shall be given for previous work that was in the same or related area(s) for which employment is being considered.

13.2.2 Training credit shall be given upon initial placement. Additional training credit shall be given in the next payroll following verification of completion of training. Course work taken to renew certification shall be credited to the employee for salary schedule placement purposes.

13.2.3 Experience credit (in increments) shall be given upon initial placement.

13.2.4 The Employer shall set each new employee's salary schedule placement by moving horizontally and vertically on the salary schedule to provide full credit for both training and experience as established above set forth in Appendix J. The entry level (for new employees) could be at any point on the salary schedule below level 10 based on their training and experience.

13.2.5 The compensation of any current employee moving into a professional employee classification shall be determined based on the compensation spreadsheets set forth in Appendix J. The Superintendent shall in his sole discretion determine the placement of such employee on the appropriate compensation spreadsheet in Appendix J provided that the employee receives an increase in compensation when moving to a professional employee classification.

13.2.6 These provisions shall not be administered in an arbitrary or capricious manner.

13.2.7 The Superintendent or designee shall give newly hired employees and the Union President written notice of salary schedule placement.

A newly hired employee who wishes to challenge his/her placement on the applicable salary schedule must file a written request and supportive documentation with the Superintendent not later than 90 calendar days after the first day of work.

A newly hired employee who fails to file a written request and supportive documentation with the Superintendent not later than 90 calendar days after the first day of work forever waives his/her right to challenge his/her salary schedule placement, provided the Superintendent or designee gave the newly hired employee and Union President written notice of salary schedule placement.

The new employee orientation documents shall include salary schedule placement information.

13.3 Salary Schedule Placement - Service Employees.

13.3.1 A. The compensation for employees hired on or after January 1, 2014 shall be determined based on the compensation spreadsheets set forth in Appendix J.

B. For full-time employees moving to another full-time position, full-time employees (35 hours or more per week of regular work for 120 or more workdays per year) will receive full credit for all of such years of

continuous service for purposes of salary schedule placement and will be placed accordingly on the applicable salary schedule.

C. For part-time employees moving to a full-time position, all part-time employees (less than 35 hours per week of your regular work assignment or less than 120 workdays per year) hired before January 1, 2008 will receive full credit for all of such years of service for purposes of salary schedule placement and will be placed accordingly on the applicable salary schedule, provided that such part-time employees have 5 years of continuous service in the employment of the Board as of January 1, 2008 or move from a part-time position to full-time position on or before January 1, 2010 regardless of years of continuous service in the employment of the Board.

D. For part-time employees moving to a full-time position, all part-time employees (less than 35 hours per week of your regular work assignment or less than 120 workdays per year) hired on or after January 1, 2008 will receive 1 year of service credit for the purposes of salary schedule placement for 2 years of part-time regular employment with the Board. Part-time employees who do not qualify for full service credit for purposes of salary schedule placement under paragraph B. of this provision will receive service credit in accordance with this paragraph.

E. The compensation of any current employee moving to classification with a higher compensation range shall be determined based on the compensation spreadsheets set forth in Appendix J. The Superintendent shall in his sole discretion determine the placement of such employee on the appropriate compensation spreadsheet in Appendix J provided that the employee receives an increase in compensation when moving to a professional employee classification.

13.3.2 For payroll purposes, paid leave days, vacation days and holidays shall count as workdays for salaried employees. Holidays will not count as workday(s) for part-time hourly employee(s).

13.4 Salary Schedule Index.

13.4.1 See Appendix A for the separate salary schedule index for school year employees.

13.4.2 Once placed on the schedule, employees will advance from the years of experience with which they have been credited in accordance with this agreement.

13.4.3 Column placement shall be in accordance with the job titles contained in Appendix B and the provision(s) of this Article.

13.4.4 Salary Schedule Guide (See Appendix H entitled "Payroll Calculations")

- 13.4.4.1 Each figure on the index scale is a percentage of base 1.00.
- 13.4.4.2 There is a differential factor that is used to accommodate any extended time worked beyond the school year (183 days) schedule for employees employed on a calendar year basis, *i.e.*, each wage amount found in Appendix A will be multiplied by such factor to generate the wage scale. The factor for Categories D, E, J, K, L, M, N, and O shall be 1.2787. The factor for Categories A, C, Dd, F, G, H, and I shall be 1.3060. The factor for Category B shall be 1.2713.
- 13.4.4.3 Category A is computed at 33.91% of base 1.00 on the school year schedule containing levels 0-12, increments of .023, and is based upon a seven (7) hour day.
- 13.4.4.4 Category B is computed at 37.67% of base 1.00 on the school year schedule, containing levels 0-12, increments of .023, and is based upon a seven (7) hour day (188 days per program year).
- 13.4.4.5 Category C is computed at 43.72% of base 1.00 on the school year schedule, containing levels 0-12, increments of 0.23, and is based upon an eight (8) hour day.
- 13.4.4.6 Category D is computed at 50% of base 1.00 on the school year schedule, containing levels 0-12, increments of .023, and is based upon a seven (7) hour day for Instructor Assistants and an eight (8) hour day for File Clerks.
- 13.4.4.7 Category Dd is computed at 50% of base 1.00 on the school year schedule, containing levels 0-12, increments of .023, and is based upon an eight (8) hour day.
- 13.4.4.8 Category F is computed at 52.15% of base 1.00 on the school year schedule, contains levels 0-12, increments of .0265, and is based upon a seven (7) hour day.
- 13.4.4.9 Category G is computed at 52.6% of the base 1.00 on the school year schedule, contains levels 0-12, increments of .0265, and is based upon a seven (7) hour day. Those Category G employees hired or assuming any position for which the Board requires a college degree shall receive 5% of their own base salary for each year of college training or its acceptable equivalent, above his/her respective column up to a maximum of four (4) years.

- 13.4.4.10 Category Gg is computed at 52.6% of the base 1.00 on the school year schedule, contains levels 0-12, increments of .0265, and is based upon an eight (8) hour day.
- 13.4.4.11 Category I is computed at 67.7% of base 1.00 on the school year schedule, contains levels 0-12, increments of 0.0349, and is based upon a seven (7) hour day. Those Instructor Assistant, Vocational Habilitation Specialist, Nurse (RN), and Community Employment Specialist employees hired on or before December 31, 2007 shall receive 5% of base salary 1.00 for each year of college training or its acceptable equivalent, above his/her respective column up to a maximum of four (4) years. Those Instructor Assistant, Vocational Habilitation Specialist, Nurse (RN), and Community Employment Specialist employees hired or assuming such position on or after January 1, 2008 shall receive 5% of their own base salary for each year of college training or its acceptable equivalent, above his/her respective column up to a maximum of four (4) years, provided that the college training or its acceptable equivalent is related to the employee's field of work.
- 13.4.4.12 Category J is for job classifications that require a bachelor's degree and appropriate certification and is computed at 100% of base 1.00 on the school year schedule, contains levels 0-12, increments of .043, and is based upon a seven (7) hour day.
- 13.4.4.13 Category K is for a bachelor's degree and ten (10) semester hours in a related work field and is computed at 103% of base 1.00 on the school year schedule, with appropriate certification, contains levels 0-13, increments of .043, and is based upon a seven (7) hour day.
- 13.4.4.14 Category L is for a bachelor's degree and twenty (20) semester hours in a related work field and is computed at 106% of the base 1.00 on the school year schedule, with appropriate certification, contains levels 0-15, increments of .043, and is based upon a seven (7) hour day.
- 13.4.4.15 Category M is for the master's degree in a related work field and is computed at 110% of base 1.00 on the school year schedule, with appropriate certification, contains levels 0-17, increments of .053, and is based upon a seven (7) hour day.
- 13.4.4.16 Category N is for a master's degree and ten (10) semester hours in a related work field and is computed at 114% of base

1.00 on the school year schedule, with appropriate certification, contains levels 0-17, increments of .053, and is based upon a seven (7) hour day.

13.4.4.17 Category O is for a master's degree and twenty (20) semester hours in a related work field and is computed at 118% of base 1.00 on the school year schedule, with appropriate certification, contains levels 0-17, increments of .053, and is based upon a seven (7) hour day.

13.5 Vehicle Operator Field Trip Rates.

13.5.1 Any vehicle operator who takes a field trip assignment shall not be charged or use any leave for such time. The vehicle operator who takes a field trip assignment will be paid his/her regular rate of pay for four (4) hours for the day plus the field trip rate for any time over and above his/her regular four (4) hour work day.

Ex. 2 hours a.m. run + 2 hours p.m. run + 2 hours field trip = 4 hours regular pay + 2 hours field trip pay;

Ex. 2 hours a.m. run + 6 hours field trip = 4 hours regular pay + 4 hours field trip pay;

Ex. 0 hours a.m. run + 0 hours p.m. run + 8 hours field trip = 4 hours regular pay + 4 hours field trip pay.

13.5.2 Vehicle operators shall be paid an hourly rate equal to the Step 0 vehicle operator hourly rate on the pay scale (Category F), portal to portal from the Employer's premises, for field trips, regardless of the vehicle operator's regular pay step.

13.5.3 Should a field trip be cancelled for any reason, the driver will be informed at least one (1) hour prior to the departure time of the trip. If such notice is not given, the driver shall receive one-half (1/2) of the pay that was set forth in the field trip contract.

13.5.4 Vehicle operators and van operators will be offered field trip assignments on a rotation starting with most senior vehicle operator or van operator. If any vehicle operator in the rotation refuses an offered field trip, s/he will be moved to the bottom of the rotation list, and the field trip will then be offered to the next most senior vehicle operator or van operator on the rotation list. Once a vehicle operator or van operator accepts an offered field trip, s/he cannot trade or give the trip to any another vehicle operator or van operator. The Employer/designee will post each known field trip (not more than seven (7) days in advance of the trip). Within three (3)

business days of posting the known field trip, vehicle operators shall select the field trip in order of seniority. If the three (3) day assignment period is not feasible, the Employer/designee may utilize the in person/telephone procedure described in Subsections 13.5.4.1 and 13.5.4.2 to complete the assignment of known field trips.

13.5.4.1 When a field trip first becomes known three (3) days or less before the scheduled start time of the field trip (known as an emergency field trip), the Employer/designee shall contact employees, in person or by telephone, to offer the emergency field trip.

13.5.4.2 When the Employer/designee is unable to reach the employee by telephone, the Employer/designee will leave a voicemail message, if possible, concerning the availability of the emergency field trip and provide the individual no less than one (1) hour to notify the Employer/designee of selection.

13.5.4.3 All field trip postings shall be dated.

13.5.5 For field trips (known and emergency) and Special Olympics trips, vehicle operators, van operators, and substitute vehicle operators will be placed on a single seniority list in descending order of seniority as follows: a) vehicle operators shall be listed first; b) van operators shall be listed next; and c) substitute drivers shall be listed last. On a rotating basis, a field trip shall be offered first to vehicle operators from the most senior through the least senior. If no vehicle operator is available or accepts the field trip assignment, the field trip shall then be offered to van operators (who are properly licensed to complete the assignment) from the most senior through the least senior.

Substitute vehicle operators will be offered field trips and Special Olympic trips only when regular vehicle operators and van operators (who are properly licensed to complete the assignment) are not available or do not accept the trip within the required three (3) day period in accordance with Section 13.5.4 or in the case of emergency field trips, when requested in person or by telephone by the Employer/designee.

13.5.6 Any vehicle operator, van driver or substitute vehicle operator who wants to be on or off either the Field Trip seniority list or the Special Olympic Field Trip seniority list will so inform the Transportation Supervisor in writing.

13.5.7 The Transportation Supervisor has the express authority to combine same day Field Trips and/or Special Olympic trips.

13.5.8 When the Board requires additional van operators, the Board will offer such work opportunities to bargaining unit members who have an appropriate van endorsement on a rotating seniority basis. Such work includes necessary

pre-trip preparation and paperwork and will be paid at the current field trip hourly rate or the regular hourly rate, whichever is greater. If a bargaining unit member accepts temporary work as a van operator, he/she will not be compensated for their regular work not performed. All other provisions applicable to transportation operators shall not apply to bargaining unit members performing temporary work as a van operator.

13.6 Pay Periods.

All employees shall be paid on a twenty-six (26) week pay period or biweekly basis (Saturday through Friday of the second week). The paychecks shall be received on the last Friday of each pay period.

13.7 Severance Pay.

13.7.1 An employee who has had ten (10) or more years of public service in Ohio immediately preceding his/her retirement may elect to receive at the time of retirement, under the appropriate state retirement system, a cash payment equal to the value of one-fourth (1/4) of his/her accumulated but unused sick leave credit to a maximum of forty-five (45) days.

13.7.1.1 At his or her option, an employee eligible for severance pay may, at the time of retirement, donate sick leave credit accumulated in excess of 180 days, up to a maximum of 5 days, to the Sick Leave Bank under section 5.1.4 of this Agreement provided however that the donating employee is a current member of the Bank.

13.7.2 Severance pay shall be given only to those employees who have given the Employer written notice, on such forms as may be prescribed, sixty (60) days prior to the date of retirement, and the payment will be made in a lump sum at the time the employee receives his last check from the Employer. If an employee eligible for a payment pursuant to this policy does not apply to the Employer within one hundred twenty (120) days after the Employer gives written notice of eligibility for payment or transfer of accumulated sick leave for the appointing authority, the payment shall be made to the employee.

13.7.3 The receipt of severance pay shall eliminate and forever cancel all future claims to all sick leave accumulated but unused by the employee at the time of retirement. The payment of severance pay shall be made only once to any employee.

13.7.4 Retirement Incentive Plan.

13.7.4.1 In order to be eligible to participate in the Retirement Incentive Plan, the Employee must have at least five (5) or more full and continuous years of service with the Board; provides written

irrevocable notice of his/her intent to retire to the Board at least ninety (90) calendar days in advance of said retirement; and must fall into one of the following four (4) categories:

13.7.4.1.1 s/he met the eligibility requirements for a service retirement under the applicable rules of STRS or PERS prior to January 1, 2014 and retires under the applicable retirement system's rules for a service retirement no later than December 31, 2014; or

13.7.4.1.2 s/he becomes eligible **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS during calendar year 2014 and retires under the applicable retirement system's rules for a service retirement no later than December 31, 2014; or

13.7.4.1.3 s/he becomes eligible **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS during calendar year 2015 and retires under the applicable retirement system's rules for a service retirement no later than December 31, 2015; or

13.7.4.1.4 s/he becomes eligible **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS during calendar year 2016 and retires under the applicable retirement system's rules for a service retirement no later than December 31, 2016.

13.7.4.2 If an Employee fails to retire by the end of the calendar year when s/he becomes eligible **FOR THE FIRST TIME** for a service retirement under the applicable rules of STRS or PERS forever waives his/her right to participate in this Retirement Incentive Plan.

13.7.4.3 The Employee's payment under this Lump Sum Buyout shall be made within sixty (60) days following the date of the Employee's retirement.

13.7.4.4 Eligible Employees who are eligible to participate in the Retirement Incentive Plan shall receive five hundred dollars (\$500.00) for each full year of service with the Board based on the Employee's anniversary date which shall be paid within sixty (60) days of the Employee's effective date of retirement.

13.7.4.5 This Plan does not apply to those applying for and/or receiving disability retirement; terminated by the Board for cause or whose

contracts are suspended involuntarily; whose contracts are non-renewed or suspended, in accordance with a Board determined reduction in force; and those who do not submit an application for retirement to the STRS or PERS within his/her first year of eligibility for receipt of retirement benefits under the statute and rules governing the STRS or PERS.

- 13.8 Extended Workday/Year. For additional days worked or for deductions on the school year calendar, the rate shall be 1/192 of the annual salary per day. For purposes of deductions and overtime for employees on the calendar year schedule, the rate shall be 1/80 of the biweekly pay/hour (for categories C, D and H) and 1/70 for all other calendar year categories. Categories A, B (Food Service Assistant), and F shall be based upon their hourly rate in all cases.
- 13.9 Mileage. Mileage for approved Employer transportation in an employee owned vehicle shall be the rate established by the IRS as of January 1 of that calendar year.
- 13.10 Retirement Premium. The Employer will pick up each employee's contribution to the appropriate State of Ohio retirement system by the salary reduction method (no cost to the Employer).

13.11 Insurance.

- 13.11.1 Coverage. The Employer shall provide all full-time bargaining unit employees insurance coverage effective January 1, 2014 as follows:

Deductibles: hospitalization, surgical and major medical coverage with a benefit period network deductible of \$5,000 single/\$10,000 family and a benefit period non-network deductible of \$10,000 single/\$20,000 family; The Board will implement a Health Reimbursement Arrangement ("HRA"). The HRA will be funded by the Board subject to applicable laws, rules and regulations for the purpose of reimbursing Employees for covered medical expenses under the deductibles. Only deductible expenses may be reimbursed from the HRA. Office visit copays, co-insurance, prescription drug copays, dental expenses, vision expenses, and other out-of-pocket health-related expenses cannot be reimbursed from the HRA. The amount of the HRA shall be as follows: \$4,500 for single in-network and non-network and \$9,000 for family in-network and non-network. The HRA shall only be available after the employee has satisfied \$500 of the applicable deductible for single in-network and \$1,000 of the applicable deductible for family in-network. The HRA shall only be available after the employee has satisfied \$1,000 of the applicable deductible for single non-network and \$2,000 of the applicable deductible for family non-network.

Co-Insurance: 90% co-insurance in network and 70% co-insurance out of network;

Co-Insurance Out of Pocket Maximums: \$1,000 co-insurance out of pocket maximum

per benefit period for single coverage in network; \$2,000 co-insurance out of pocket maximum per benefit period for family coverage in network; \$2,000 co-insurance out of pocket maximum per benefit period for single coverage out of network; and \$4,000 co-insurance out of pocket maximum per benefit period for family coverage out of network;

The 4th quarter deductible carry-over is eliminated;

Prescription Drug Coverage: 30 day supply \$10/25/40;

Mail Order Drug Coverage: \$10/65/120;

Re-Opener in Advance of 2015. If the cost to renew the health care and prescription drug insurance for calendar year 2015 is more than 130% of the total premium cost for health and prescription drug insurance for 2014 and if the HRA cost to the Board is \$250,000 or more during calendar year 2014, the parties shall reopen this Agreement during the fall of 2014 for the sole and exclusive purpose of negotiating the health and prescription drug insurance for calendar years 2015 and 2016 including but not limited to the design of the plans, the amount of Employees' contributions toward premium costs, and eligibility for coverage.

Re-opener in Advance of 2016 (applicable only if the Board did not exercise its option to re-open for 2015). If the cost to renew the health care and prescription drug insurance for calendar year 2016 is more than 140% of the total premium cost for health and prescription drug insurance for 2014 and if the HRA cost to the Board is \$250,000 or more during calendar year 2015, the parties shall reopen this Agreement during the fall of 2015 for the sole and exclusive purpose of negotiating the health and prescription drug insurance for calendar year 2016 including but not limited to the design of the plans, the amount of Employees' contributions toward premium costs, and eligibility for coverage.

Dental Coverage. Subject to Section 13.11.6, dental coverage shall be provided in accordance with the corresponding benefits summary page attached to the Agreement at Appendix I.

Vision Coverage. Subject to Section 13.11.6, vision coverage shall be provided in accordance with the corresponding benefits summary page attached to the Agreement at Appendix I. The Employer shall provide vision insurance and shall pay a maximum of eight dollars (\$8.00) per month for single coverage and fifty percent (50%) of family coverage up to a maximum payment of eight dollars (\$8.00) per month.

13.11.2 The Employer will make family coverage for such insurance benefits available to all part-time bargaining unit employees if the part-time employee pays to the Employer the premium difference between the cost of family coverage and the Employer's cost of single coverage. However, the

Employer shall not be responsible for the payment of any insurance costs for part-time employees over and above the premium for single coverage except for those part-time employees who received family coverage as of January 1, 1991.

- 13.11.3 Employees must enroll in the plan in order to receive benefits. Upon employment, the employee shall receive an enrollment form from the Employer.
- 13.11.4 New bargaining unit employees are eligible for healthcare, dental and vision insurance coverage on the first day of the calendar month following the employee's initial contribution, if applicable, toward the cost of such coverage. An employee may change coverage status from single to family or vice versa in accordance with the applicable plan's requirements. Forms for changes in enrollment status shall be made available by the Employer. Claim forms for each plan shall be available at the Administrative office.
- 13.11.5 Employee Contribution toward Insurance Costs.
 - 13.11.5.1 Employees will participate in premium cost payment in accordance with the following: Effective January 1, 2014, employees eligible for hospitalization, surgical and major medical insurance coverage will contribute eleven (11%) of the total cost of such coverage, except as otherwise provided in this contract.
 - 13.11.5.2 Employees eligible for dental coverage will contribute ten percent (10%) of the monthly dental insurance premium in effect on July 1, 2003 and eight percent (8%) of all increases in monthly dental insurance premiums over the premium costs in effect on July 1, 2003.
 - 13.11.5.3 Employees eligible for vision coverage will pay the difference between the cost of the vision plan and the Employer's maximum contribution of eight dollars (\$8.00) per month.
 - 13.11.5.4 Employee premium contributions will be paid by payroll deduction and will be deducted from the payroll twice (in equal amounts) during the month immediately preceding the month that such deduction is to be applied.
- 13.11.6 General Provisions. The employer shall provide the following documents with respect to insurance coverage:
 - 13.11.6.1 One copy of any contract (plan document) between the Employer and any insurance company (other provider)

providing coverage under this agreement shall be provided to the President of the Association and each member of the bargaining unit within a reasonable time after said contract (plan document) is executed or this agreement is ratified, whichever shall last occur.

- 13.11.6.2 One copy of any plan document prepared by the insurance company which describes the benefits under any insurance coverage provided by this agreement shall be provided to the President of the Association and each employee of the bargaining unit within a reasonable time after agreed to modification(s) or new coverage(s).
- 13.11.6.3 New employees shall be provided such documents upon employment provided they have been received from the insurance company upon their employment.
- 13.11.6.4 Any health care benefits and services that extend to bargaining unit employees under this agreement will not be reduced, modified, or eliminated during the term of this agreement without the written approval of the Association. However, the Board may obtain healthcare, life, dental, and/or vision insurance from another provider during the term of this Agreement without the written approval of the Association provided that (1) the insurance is the same or comparable to the level of benefits provided at the commencement of this Agreement; and (2) the cost of the insurance from another provider is the same or less. At any time during the term of this Agreement, the Board may join with other employer(s) to increase the size of the pool of participating employees to obtain better insurance rates for healthcare, life, dental, and/or vision coverage provided that (1) the insurance is the same or comparable to the level of benefits provided at the commencement of this Agreement; and (2) the cost of the insurance is the same or less.

13.11.6 The insurance provided by this section shall be provided to all employees under conditions set forth by this Section.

13.11.7 125 Plan. Bargaining unit employees, at their own cost, have the option to participate in a 125 Plan. The 125 Plan allows employees to participate in medical reimbursement and dependent care reimbursement up to certain limits as well as premium pass-throughs of employee contributions for insurances. There will be an open enrollment period once during the calendar year. Any money left unused in the reimbursement accounts at the end of the calendar year will be neither refundable nor usable at any time in

the future. Should a 125 Plan participant separate from employment at any time prior to the end of the calendar year, he/she will be responsible to re-pay the Board for any medical reimbursements that exceed the balance of available funds in his/her 125 Plan account at the time that his/her employment ends.

13.11.8 Life Insurance. The Employer shall provide each bargaining unit employee with a term life insurance policy in the face amount of twenty-five thousand dollars (\$25,000) with double indemnity. Any employee who attains age 65 shall be provided with a term life insurance policy in the amount of one-half (1/2) of the term life insurance policy set forth in the previous sentence.

13.12 Tuition Reimbursement.

13.12.1 The Employer shall pay the full tuition cost for courses required by the State of Ohio for the employee to remain properly certified to perform the responsibilities of his/her current position.

13.12.2 In any case, such reimbursement shall be paid to the employee within thirty (30) days of the employee having provided documentation, to the Superintendent, that such class work was successfully completed, the amount of tuition paid, and that said class(es) is/are acceptable under this provision (if requested to do so by the Superintendent). Said tuition reimbursement shall not be arbitrarily or capriciously rejected/withheld by the Employer.

13.13 Employee Expenses.

13.13.1 Employees shall be reimbursed for actual and necessary out-of-pocket expenses that are incurred in order to meet the requirements of a student/individuals I.P or IEP on outings/field trips. Such expenses must be pre-approved by a supervisor and shall be supported by proof of payment, *i.e.*, a receipt, if reasonably available. If any such expense involves meals, the maximum allowed for reimbursement per meal shall be five dollars (\$5.00) for breakfast, ten dollars (\$10.00) for lunch, and ten dollars (\$10.00) for dinner. There shall be no reimbursement for sales tax or tips.

ARTICLE 14: REDUCTION IN FORCE

14.1 Reasons for Layoff. Whenever it becomes necessary for the Board to layoff members of the bargaining unit due to decrease in individual/student enrollment, lack of funds or lack of work, the following procedures will be followed.

14.2 Procedures for Layoff.

14.2.1 In the event of a layoff, the Superintendent shall notify the Association President, in writing, at least sixty (60) calendar days in advance of the effective date of the layoff. Within five (5) calendar days after notification to the

Association President, the Superintendent will, upon request by the Association President, meet with the Association officers and provide the reasons for the layoff and discuss possible alternatives. The Superintendent shall notify each employee to be laid-off at least 30 calendar days before layoff date.

14.2.2 Whenever a layoff is contemplated, the Board shall take into consideration attrition prior to layoffs being implemented. Employees shall be laid off within the classification where a reduction occurs (classification shall be denied as those job titles set forth in Article 6.32 of this Agreement) in order of seniority beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off in each classification. A laid off employee may exercise his/her bargaining unit seniority by displacing the next least senior employee in his/her own classification or classification series for which the employee is qualified.

•Qualified is defined as meeting entry level job description qualifications and having a knowledge of the job.

14.2.3 "Seniority" shall be defined as the length of continuous service with the Board as computed from the most recent date of hire. In the event two (2) or more employees in the same classification, have the same classification, and have the same date of hire, the date on the employee's initial application for employment shall be the tie-breaking factor.

14.3 Notification of Layoff. The notice of layoff to each affected employee shall contain the reason(s) for the layoff, the effective date of the layoff and the right of the employee to displace a less senior employee under the provisions of this reduction in force article.

14.4 Recall. When employees are laid off, the employer shall create a recall list. The Board will recall employees within their classifications from layoff in order of the most senior first. An employee shall be eligible for recall for a period of twenty-four (24) months after the effective date of the layoff. In the circumstance where a vacancy occurs in a classification and no employee in that classification is on the recall list the most senior qualified person on the recall list from another classification may be recalled to fill that vacancy.

14.5 Return to Initial Position. In the event an employee is recalled into a classification other than the classification from which he/she was laid-off, such employee has the right to be returned to his/her original classification if and when such a position becomes vacant.

14.6 Benefits. All benefits to which a bargaining unit member was entitled at the time of his/her layoff, including unused accumulated sick leave and vacation leave, will be restored to him/her upon his/her return to active employment.

When recalled to a position, the employee shall be placed on the same step of the salary schedule as the one he/she was on at the time of the layoff.

- 14.7 Notice of Recall. Notice of recall from a layoff shall be sent to the employee's last known address by certified or registered mail or may be hand delivered to the employee with a written acknowledgment of receipt. A copy of such notice of recall shall be provided to the Association President.
- 14.8 Return from Recall. The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Superintendent of his/her intentions to return to work and shall have twelve (12) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work (a longer period of time) is otherwise specified in the notice. In the event of extenuating circumstances (*i.e.*, illness, injury, absence from area or for other good and just cause) as determined by the Superintendent and which prevents the employee from returning within the above time limit, the Superintendent may grant a reasonable extension of the above stated time limits.
- 14.9 Removal from the Recall List. Any employee not responding to the notice of recall within the time limits set forth above or who declines recall to his/her original classification, shall be removed from the recall list, thereby relinquishing all recall rights.

14.10 Reduction in Force Classification Series List.

Classification	Position Title (Categories)
A	Instructors
B	Vocational Habilitation Specialist
	Community Employment Specialist
	Maintenance/ Custodian
C	Nurse
D	Vocational Habilitation Assistant
	Job Trainer
	Administrative Assistant
	Production Assistant
	Habilitation Office Spec.
	Vehicle Operator
	Mechanic Assistant
E	Maintenance Assistant
	Instructor Assistant
F	School Secretary
	Account Clerk
	File Clerk
	HR/Fiscal Specialist
	Food Service Assistant
	Bus Assistant
G	

An employee can bump in his/her own classification first, then into a lower classification series as set forth below according to his/her bargaining unit seniority (hiring date).

Classification

A	B,C,D,E,F,G
B	C,D,E,F,G
C	D,E,F,G
D	E,F,G
E	F,G
F	G
G	G

The employee bumping into a position must be qualified* to fill that position.

- Qualified is defined as meeting entry level job description qualification and having a knowledge of the job.
- Each employee shall be listed according to his/her seniority in the classification series. An employee shall have the right to bump the next less senior employee in the classification series, regardless of Position Title, and if he/she is qualified for that position. (ex. Habilitation Office Specialist could bump a less senior Job Trainer in Classification D.)

ARTICLE 15: HEALTHCARE BENEFIT COMMITTEE

- 15.1 A Healthcare Benefit Committee shall be created consisting of an equal number of Board and Association representatives or such other stakeholders as the Committee may agree upon. The Committee may invite a consultant to meet with the Committee to discuss issues affecting healthcare on an as-needed basis.
- 15.2 The Committee will establish a mission statement that includes the mutual interests of providing information to bargaining unit members on cost-effective and efficient ways to utilize healthcare and to keep current as to changes and trends in healthcare.
- 15.3 Subject to the approval of the Superintendent/designee, the Healthcare Benefit Committee will schedule meetings during regular business hours and at such locations to enable the Board to satisfy mandated acuity ratios. For meetings scheduled during the workday, the Board shall grant release time.
- 15.4 The Committee shall meet with the negotiations teams prior to the beginning of negotiations to present information and options on healthcare benefits for the teams to consider in negotiations.

ARTICLE 16: MANAGEMENT RIGHTS

- 16.1 The Association recognizes and accepts the rights and authority of the Board to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy, including, but not limited to the following:
1. To determine the functions of and programs of the Employer;
 2. To determine the standards of services to be delivered;
 3. To determine the overall budget;
 4. To determine how technology may be utilized to maintain and improve the efficient operations of the Employer;
 5. To determine the Employer's organizational structure;
 6. To direct, supervise, evaluate and hire employees;
 7. To maintain and improve the efficiency and effectiveness of the Employer's operation;
 8. To determine the overall methods, process, means or personnel by which the Employer's operations are to be conducted;
 9. To suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
 10. To determine the adequacy of and effectively manage the workforce;
 11. To determine the mission of the Board as a unit of government; and
 12. To take actions necessary to carry out the mission of the Employer as a governmental unit.
- 16.2 The Association recognizes and accepts that all rights and responsibilities of the Employer not specifically modified or limited by this Agreement or ensuing Agreements shall remain the exclusive function of the Employer.

ARTICLE 17: ADHERENCE TO APPLICABLE LAWS

- 17.1 In General. Except where specifically addressed elsewhere in this Agreement, the respective rights and obligations of the Employer and the employees regarding Management Rights, Appointment, Promotion, Transfer, Tenure, and Employee Protection shall be governed by the applicable statutory provisions set forth in the Ohio Revised Code. No provision of this collective bargaining agreement shall be construed to supersede the provisions of law that are applicable to the above-cited subjects, unless the provision specifically refers to the fact that it is intended to replace a specific section of law that is applicable to a subject cited above. In cases where this agreement makes no specification about a matter the Employer and the Association are subject to all applicable law.
- 17.2 Change in Law. For the purposes of this Agreement, the applicable provisions contained in the law and regulations shall be considered to be dynamic, rather than static and fixed as of the day the parties execute this Agreement. Thus, if the General Assembly or other legislative body or agency amends, adds, or deletes any statute or

regulation affecting any provision of this Agreement, the parties shall be bound by the change.

- 17.3 Disputes Regarding Cited Subjects. The grievance and arbitration procedures contained in Article 4 of this agreement shall not apply to any matter cited in this Article and which is governed solely by the Ohio Revised Code and not specifically addressed elsewhere in this Agreement. The State Personnel Board of Review, State Employment Relations Board, or a court of competent jurisdiction shall be the proper exclusive forums for resolution of such disputes. The grievance procedure may be utilized should there be a dispute regarding the meaning and application of this article.

ARTICLE 18: EFFECTS AND DURATION OF CONTRACT

- 18.1 Term of Contract. This Agreement shall be three consecutive calendar years in duration commencing on January 1, 2014 and expiring on December 31, 2016.
- 18.2 Effect of Contract. The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining; the parties arrived at an understanding after the exercise of that right; and the entire understanding is set forth in this Agreement. Therefore, the Employer and the Association, for the term of this Agreement, each agree that the other shall not be obligated to negotiate with respect to any decision or its effect on any subject matter referred to or covered by this Agreement. The Employer and the Association may mutually agree to alter, amend, supplement, enlarge or modify the provisions of this Agreement only by written agreement.
- 18.3 Copies of Contract. Within thirty (30) days after the Agreement is signed, copies shall be printed and distributed by the Association. The Association shall provide the Employer with thirty (30) copies of the Agreement.
- 18.3.1 Employee's Receipt of Agreement. The Employer is responsible to notify the Association President of the names of all new employees within two (2) workdays after the employee is hired. The Association will have the responsibility to provide all new employees with a copy of the negotiated Agreement. The new employee will then be deemed to have received a copy of the Agreement which shall serve as notification of all provisions contained in the Agreement and the responsibility for all of the information contained therein.
- 18.4 Severability. Should any court of competent jurisdiction determine that any provision herein is unlawful, such provision shall be automatically terminated but all other provisions of the Agreement shall remain in full force and effect. Within ten (10) days after any such ruling, the Employer and the Association shall meet to bargain over the impact of the decision in order to bring the Agreement into compliance with the court ruling.

18.5 This Agreement is made and entered into at Ashland, Ohio, on this _____ day of June, 2014 by and between the Employer and the Association.

18.6 Agreement. This Contract between the parties is attested to by the representatives whose signatures appear below.

**For the Ashland County
Developmental Disabilities Education
Association/OEA/NEA,**

**For the Ashland County Board
of Developmental Disabilities,**

Ruth Austen, Assoc. President

Jim Huntington, Superintendent

Vicky Adams, Treasurer

Kim Eichler, Business Manager

Lisa Greenwald, Vice President

Erik Billings, Director of Education

Shannon Lange

Nina Gobora, Trans. Director

Lynette Rowe

Bruce Kramer, Adult Services Dir.

Linda Repko, OEA LRC

APPENDIX A

	A Bus Aide (4-Hour Day)						B Food Service Assistant (7-Hour Day)		
	2014		2015		2016		2014	2015	2016
	School Year	Calendar Year	School Year	Calendar Year	School Year	Calendar Year	School Year	School Year	School Year
0	5,995	7,830	6,115	7,987	6,207	8,107	11,655	11,888	12,066
1	6,402	8,361	6,530	8,528	6,628	8,656	12,366	12,613	12,802
2	6,809	8,892	6,945	9,070	7,049	9,260	13,078	13,340	13,540
3	7,215	9,423	7,359	9,611	7,469	9,755	13,790	14,066	14,277
4	7,622	9,954	7,774	10,153	7,891	10,305	14,501	14,791	15,013
5	8,028	10,485	8,189	10,695	8,312	10,855	15,213	15,517	15,750
6	8,435	11,016	8,604	11,236	8,733	11,405	15,925	16,244	16,569
7	8,842	11,547	9,019	11,778	9,154	11,955	16,636	16,969	17,224
8	9,248	12,078	9,433	12,320	9,575	12,505	17,348	17,695	17,960
9	9,655	12,610	9,848	12,862	9,996	13,055	18,060	18,421	18,697
10	10,062	13,141	10,263	13,404	10,417	13,605	18,771	19,146	19,433
11	10,468	13,671	10,677	13,944	10,837	14,153	19,483	19,873	20,171
12-14	10,875	14,202	11,093	14,486	11,259	14,703	20,195	20,599	20,908
15-17	11,283	14,734	11,509	15,029	11,682	15,254	20,906	21,324	21,644
18-20	11,688	15,265	11,922	15,570	12,101	15,804	21,618	22,050	22,381
21+	12,095	15,796	12,337	16,112	12,522	16,354	22,330	22,777	23,233

	C Truck Driver (8-Hour Day)			D File Clerk (8-Hour Day) & Instructor Assistant (7-Hour Day)		
	2014	2015	2016	2014	2015	2016
	Calendar Year	Calendar Year	Calendar Year	School Year	School Year	School Year
0	17,666	18,019	18,289	15,470	15,779	16,016
1	18,596	18,968	19,253	16,181	16,505	16,753
2	19,142	19,525	19,818	16,893	17,231	17,489
3	20,454	20,863	21,176	17,605	17,957	18,226
4	21,383	21,811	22,138	18,316	18,682	18,962
5	22,314	22,760	23,101	19,028	19,409	19,700
6	23,243	23,708	24,064	19,740	20,135	20,437
7	24,172	24,655	25,025	20,451	20,860	21,173
8	25,102	25,604	25,988	21,163	21,586	21,910
9	26,030	26,551	26,949	21,875	22,313	22,648
10	26,960	27,499	27,911	22,586	23,037	23,383
11	27,889	28,447	28,874	23,298	23,764	24,120
12-14	28,819	29,395	29,836	24,010	24,490	24,857
15-17	29,165	29,748	30,194	24,720	25,214	25,592
18-20	30,678	31,292	31,761	25,433	25,942	26,331
21+	31,607	32,239	32,723	26,145	26,668	27,068

Dd
School Secretary
HR / Fiscal Specialist
(8-Hour Day)

	2014	2015	2016
	Calendar Year	Calendar Year	Calendar Year
0	20,204	20,608	20,917
1	21,133	21,556	21,879
2	22,063	22,504	22,842
3	22,992	23,452	23,804
4	23,921	24,399	24,765
5	24,850	25,347	25,727
6	25,781	26,297	26,691
7	26,710	27,244	27,653
8	27,639	28,192	28,615
9	28,568	29,139	29,576
10	29,497	30,087	30,538
11	30,423	31,031	31,496
12-14	31,356	31,983	32,463
15-17	32,286	32,932	33,426
18-20	33,215	33,879	34,387
21+	34,145	34,828	35,350

F Vehicle Operator (4-Hour Day)							G Job Trainer Vocational Habilitation Assistant Supportive Home Services (7-Hour Day)		
2014		2015		2016		2014	2015	2016	
School Year	Calendar Year	School Year	Calendar Year	School Year	Calendar Year	Calendar Year	Calendar Year	Calendar Year	
0	9,219	12,041	9,403	12,282	9,544	12,466	21,255	21,680	22,005
1	9,689	12,653	9,883	12,906	10,031	13,100	22,325	22,772	23,114
2	10,157	13,265	10,360	13,530	10,515	13,733	23,396	23,864	24,222
3	10,626	13,877	10,839	14,155	11,002	14,367	24,467	24,956	25,330
4	11,111	14,489	11,333	14,779	11,503	15,001	25,538	26,049	26,440
5	11,563	15,101	11,794	15,403	11,971	15,634	26,609	27,141	27,548
6	12,031	15,713	12,272	16,027	12,456	16,267	27,679	28,233	28,656
7	12,500	16,325	12,750	16,652	12,941	16,902	28,750	29,325	29,765
8	12,968	16,937	13,227	17,276	13,425	17,535	29,821	30,417	30,873
9	13,437	17,549	13,706	17,900	13,912	18,169	30,892	31,510	31,983
10	13,905	18,160	14,183	18,523	14,396	18,801	31,963	32,602	33,091
11	14,490	18,772	14,780	19,147	15,002	19,434	33,033	33,694	34,199
12-14	14,842	19,384	15,139	19,772	15,336	20,069	34,104	34,786	35,308
15-17	15,311	19,996	15,617	20,396	15,851	20,702	35,175	35,879	36,417
18-20	15,779	20,608	16,095	21,020	16,366	21,336	36,246	36,971	37,526
21 +	16,248	21,219	16,573	21,643	16,822	21,968	37,317	38,063	38,634

G
Custodian Assistant
Account Clerk
(8-Hour Day)

	2014	2015	2016
	Calendar Year	Calendar Year	Calendar Year
0	24,177	24,661	25,031
1	25,514	26,024	26,414
2	26,738	27,273	27,682
3	27,962	28,521	28,949
4	29,186	29,770	30,217
5	30,410	31,018	31,483
6	31,633	32,266	32,750
7	32,857	33,514	34,017
8	34,081	34,763	35,284
9	35,305	36,011	36,551
10	36,529	37,260	37,819
11	37,752	38,507	39,085
12-14	38,976	39,756	40,352
15-17	40,200	41,004	41,619
18-20	41,424	42,252	42,886
21 +	42,648	43,501	44,154

Gg
Administrative Assistant
Production Assistant
Habilitation Office Assistant
Mechanic Assistant
Maintenance/Custodian
Nurse (LPN)
(8-Hour Day)

	2014	2015	2016
	Calendar Year	Calendar Year	Calendar Year
0	24,288	24,774	25,146
1	25,513	26,023	26,413
2	26,737	27,272	27,618
3	27,962	28,521	28,949
4	29,186	29,770	30,217
5	30,412	31,020	31,485
6	31,635	32,268	32,752
7	32,859	33,516	34,019
8	34,083	34,765	35,286
9	35,308	36,014	36,554
10	36,532	37,263	37,822
11	37,757	38,512	39,090
12-14	38,981	39,761	40,357
15-17	40,205	41,001	41,616
18-20	41,430	42,259	42,893
21+	42,654	43,507	44,160

	I Vocational Habilitation Specialist Nurse (RN) Community Employment Specialist (7-Hour Day)			I Nurse (RN) (8-Hour Day)		
	2014	2015	2016	2014	2015	2016
	Calendar Year	Calendar Year	Calendar Year	School Year	School Year	School Year
0	27,355	27,902	28,321	23,939	24,418	24,785
1	28,766	29,341	29,781	25,173	25,676	26,061
2	30,177	30,781	31,243	26,407	26,935	27,339
3	31,586	32,218	32,701	27,641	28,194	28,617
4	32,997	33,657	34,162	28,874	29,451	29,893
5	34,407	35,095	35,621	30,110	30,712	31,173
6	35,817	36,533	37,081	31,343	31,970	32,450
7	37,228	37,973	38,543	32,577	33,229	33,727
8	38,638	39,411	40,002	33,811	34,487	35,004
9	40,048	40,849	41,462	35,045	35,746	36,282
10	41,458	42,287	42,921	36,279	37,005	37,560
11	42,869	43,726	44,381	37,514	38,264	38,838
12-14	44,278	45,164	45,841	38,747	39,522	40,115
15-17	45,689	46,603	47,302	39,982	40,782	41,394
18-20	47,100	48,042	48,763	41,215	42,039	42,670
21 +	48,509	49,479	50,221	42,449	43,298	43,947

J
Instructor – Degree/Certification + 3 years
Early Intervention Specialist (192 Day)
(7-Hour Day)

	2014	2015	2016
	School Year	School Year	School Year
0	30,940	31,559	32,032
1	32,271	32,916	33,410
2	33,601	34,273	34,787
3	34,931	35,630	36,164
4	36,262	36,987	37,542
5	37,592	38,344	38,919
6	38,922	39,700	40,296
7	40,253	41,058	41,667
8	41,583	42,415	43,051
9	42,913	43,771	44,428
10	44,245	45,130	45,807
11	45,575	46,487	47,184
12-14	46,905	47,843	48,561
15-17	48,236	49,201	49,939
18-20	49,566	50,557	51,315
21 +	51,406	52,434	53,221

K
Instructor - BA +10
(7-Hour Day)

	2014	2015	2016
	School Year	School Year	School Year
0	31,869	32,506	32,994
1	33,199	33,863	34,371
2	34,529	35,220	35,748
3	35,859	36,576	37,125
4	37,190	37,934	38,503
5	38,520	39,290	39,879
6	39,850	40,647	41,257
7	41,181	42,005	42,635
8	42,512	43,362	44,012
9	43,842	44,719	45,390
10	45,170	46,073	46,764
11	46,503	47,433	48,144
12	47,833	48,790	49,522
13-14	49,164	50,147	50,899
15-17	50,494	51,504	52,277
18-20	51,824	52,860	53,653
21 +	53,665	54,738	55,559

L
Instructor
BA +20
(7-Hour Day)

	2014	2015	2016
	School Year	School Year	School Year
0	32,797	33,453	33,955
1	34,127	34,810	35,332
2	35,457	36,166	36,708
3	36,787	37,523	38,086
4	38,118	38,880	39,463
5	39,449	40,238	40,842
6	40,779	41,595	42,219
7	42,110	42,952	43,596
8	43,440	44,309	44,974
9	44,770	45,665	46,350
10	46,101	47,023	47,728
11	47,431	48,380	49,106
12	48,761	49,736	50,482
13	50,092	51,094	51,860
14	51,422	52,450	53,237
15-17	52,752	53,807	54,614
18-20	54,083	55,165	55,992
21 +	55,924	57,042	57,898

	M Instructor - Master's Degree (7-Hour Day)			N Instructor - MA +10 (7-Hour Day)		
	2014	2015	2016	2014	2015	2016
	School Year	School Year	School Year	School Year	School Year	School Year
0	34,034	34,715	35,236	35,273	35,978	36,518
1	35,673	36,386	36,932	36,912	37,650	38,215
2	37,314	38,060	38,631	38,551	39,322	39,919
3	38,954	39,733	40,329	40,191	40,995	41,610
4	40,593	41,405	42,026	41,831	42,668	43,308
5	42,233	43,078	43,724	43,470	44,339	45,004
6	43,873	44,750	45,421	45,111	46,013	46,703
7	45,512	46,422	47,118	46,751	47,686	48,401
8	47,153	48,096	48,817	48,390	49,358	50,099
9	48,793	49,769	50,516	50,030	51,031	51,796
10	50,432	51,441	52,213	51,670	52,703	53,494
11	52,072	53,113	53,910	53,309	54,375	55,191
12	53,712	54,786	55,608	54,949	56,048	56,889
13	55,351	56,458	57,305	56,590	57,722	58,588
14	56,991	58,131	59,003	58,229	59,394	60,285
15	58,632	57,765	58,631	59,869	61,066	61,982
16	60,271	61,476	62,398	61,509	62,739	63,680
17	61,911	63,149	64,096	63,148	64,411	65,377
18-20	63,551	64,822	65,794	64,788	66,084	67,075
21 +	65,700	67,014	68,019	66,939	68,278	69,302

O
Instructor - MA +20
(7-Hour Day)

	2014	2015	2016
	School Year	School Year	School Year
0	36,510	37,240	37,799
1	38,149	38,912	39,496
2	39,789	40,585	41,194
3	41,428	42,257	42,891
4	43,068	43,929	44,588
5	44,709	45,603	46,287
6	46,348	47,275	47,984
7	47,988	48,948	49,682
8	49,628	50,621	51,380
9	51,267	52,292	53,076
10	52,907	53,965	54,774
11	54,548	55,639	56,474
12	56,187	57,311	58,171
13	57,827	58,984	59,869
14	59,467	60,656	61,566
15	61,106	62,328	63,318
16	62,746	64,001	64,961
17	64,386	65,674	66,659
18-20	66,026	67,347	68,357
21 +	68,176	69,540	70,583

APPENDIX B

SALARY/WAGES SCHEDULE CATEGORIES

Category A -	Bus Aide
Category B -	Food Service Assistant
Category C -	Truck Driver
Category D -	File Clerk Instructor Assistants
Category Dd -	School Secretary HR/Fiscal Specialist
Category F -	Vehicle Operators
Category G -	Job Trainer Vocational Habilitation Assistant Supportive Home Services Account Clerk Custodian Assistant
Category Gg -	Administrative Assistant Production Assistant Habilitation Office Specialist Mechanic Assistant Nurse (LPN) Maintenance/Custodian
Category I -	Vocational Habilitation Specialist Nurse (RN) Community Employment Specialist
Category J -	Instructor (bachelor's degree with required certification) Early Intervention Specialist Other positions that require a degree, three (3) years' experience in the position, and appropriate certification
Category K -	Ten (10) semester hours beyond a bachelor's degree in a related work field
Category L -	Twenty (20) semester hours beyond a bachelor's degree in a related work field

- Category M - Master's degree
- Category N - Ten (10) semester hours beyond a master's degree in a related work field
- Category O - Twenty (20) semester hours beyond a master's degree in a related work field

Disposition of Supervisor:

Signature of Supervisor

Date

STEP TWO
(Superintendent)

Date filed _____

Signature of Association President

Date

Disposition by Superintendent:

Signature of Superintendent

Date

STEP THREE
(Arbitration)

Date filed _____

Signature of Aggrieved

Date

Signature of Association President

Date

APPENDIX D

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of

Ashland County Mental Retardation and Developmental
Disabilities Education Association/OEA/NEA,
Employee Organization,
and
Ashland County Board of Mental Retardation and Developmental Disabilities,
Employer.

CASE NUMBER: 90-REP-03-0091

CERTIFICATION OF UNIT DETERMINATION ELECTION AND
CERTIFICATION OF ELECTION RESULTS

Before Chairman Sheehan and Board Members Latane and Pottenger; July 12, 1990.

Pursuant to Ohio Revised Code Section 4117.07(C), a secret ballot election was conducted by the Board on June 6, for certain professional and nonprofessional employees of the Ashland County Board of Mental Retardation and Developmental Disabilities. Balloting was conducted pursuant to the provisions of Ohio Revised Code Section 4117.06(D)(1) to determine if a majority of professional employees and a majority of nonprofessional employees wish to be included in one unit.

With regard to the unit determination issue, the Board certifies that the results of the election are: with thirty-one (31) nonprofessional employees voting, eighteen (1) voted for a combined unit, thirteen (13) voted for separate units, and there were no challenged ballots. With nine (9) professional employees voting, eight (8) voted for a combined unit, one (1) voted for separate units, and there were no challenged ballots.

Accordingly, pursuant to Ohio Revised Code Section 4117.06(D)(1), a combined unit of professional and non-professional employees is appropriate. The appropriate combined unit is:

INCLUDED: All professional employees including but not limited to teachers, language development specialists, infant development specialists and physical development specialists.

All nonprofessional employees including but not limited to teacher assistants, workshop specialists, habilitation specialists, bus drivers, custodians, secretaries and kitchen assistant.

EXCLUDED: All supervisory, confidential and management-level employees as defined by 4117 including but not limited to superintendent, secretary to the superintendent, habilitation manager, bus supervisor, work placement coordinator, principal, production manager, adult services director, case managers and kitchen manager.

In the combined unit, the Board certifies that the results of the representation election are: forty (40) votes were cast, twenty-one (21) votes were for Ashland County Mental Retardation and Developmental Disabilities Education Association/OEA/NEA, nineteen (19) votes were for "no representative," and there were no challenged ballots. The Ashland County Mental Retardation and Developmental Disabilities Education Association/OEA/NEA has received a majority of the votes cast and is certified as the exclusive representative of all employees in the combined unit.

It is so directed.

SHEEHAN, Chairman, and LATANE and POTTENGER, Board Members, concur.

s/ William P. Sheehan
WILLIAM P. SHEEHAN, CHAIRMAN

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code Section 119.12, by filing a notice of appeal with the Board at 65 East State Street, 12th Floor, Columbus Ohio 43215-4213, and with the Franklin County Common Pleas Court within fifteen days after the mailing of the Board's directive.

I certify that this document was filed and a copy served upon each party on this 18th day of July, 1990.

S/Cynthia L. Spanski
CYNTHIA L. SPANSKI, CLERK

NES:mw/3551o

APPENDIX E

Calendar

The school, workshop and transportation program year calendars for the appropriate program year shall be incorporated herein by reference when adopted during each year of this contract.

APPENDIX F

VACATION ELIGIBILITY TABLE

(Based on a 40 hour week)

TOTAL SERVICE *(1)	ACCUMULATED HRS. EACH PAY PERIOD *(2)	ELIGIBLE TO TAKE VACATION *(3)	MAXIMUM ACCUMULATION *(3)*(4)	VACATION EARNED PER YEAR
LESS than one (1) year	3.1 hours	NO	N/A	N/A
More than one (1) year	3.1 hours	YES	160 hours (2years)	Two (2) Weeks
More than eight (8) years	4.6 hours	YES	240 hours (2years)	Three (3) Weeks
More than fifteen (15) years	6.2 hours	YES	320 hours (2years)	Four (4) Weeks
More than twenty-five (25) years	7.7 hours	YES	400 hours (2years)	Five (5) Weeks

*(1) with state, county or other political subdivision of the State of Ohio. A year is defined as 26 bi-weekly pay periods.

*(2) hours do not accumulate while employee is on an unpaid leave of absence.

*(3) must be with the approval of the appointing authority.

*(4) maximum accumulation as of the last day of any calendar year.

* Accrued and unused vacation days shall be paid in a lump sum after the employee's last day of work when such employee is separated from employment.

VACATION ELIGIBILITY TABLE

(Based on a 35 hour week)

TOTAL SERVICE *(1)	ACCUMULATED HRS. EACH PAY PERIOD *(2)	ELIGIBLE TO TAKE VACATION *(3)	MAXIMUM ACCUMULATION *(3)*(4)	VACATION EARNED PER YEAR
LESS than one (1) year	2.7125 hours	NO	N/A	N/A
More than one (1) year	2.7125 hours	YES	140 hours (2years)	Two (2) Weeks
More than eight (8) years	4.025 hours	YES	210 hours (2years)	Three (3) Weeks
More than fifteen (15) years	5.425 hours	YES	280 hours (2years)	Four (4) Weeks
More than twenty-five (25) years	6.7375 hours	YES	350 hours (2years)	Five (5) Weeks

*(1) with state, county or other political subdivision of the State of Ohio. A year is defined as 26 bi-weekly pay periods.

*(2) hours do not accumulate while employee is on an unpaid leave of absence.

*(3) must be with the approval of the appointing authority.

*(4) maximum accumulation as of the last day of any calendar year.

* Accrued and unused vacation days shall be paid in a lump sum after the employee's last day of work when such employee is separated from employment.

VACATION ELIGIBILITY TABLE

(Based on a 20 hour week)

TOTAL SERVICE *(1)	ACCUMULATED HRS. EACH PAY PERIOD *(2)	ELIGIBLE TO TAKE VACATION *(3)	MAXIMUM ACCUMULATION *(3)*(4)	VACATION EARNED PER YEAR
LESS than one (1) year	1.55 hours	NO	N/A	N/A
More than one (1) year	1.55 hours	YES	80 hours (2years)	Two (2) Weeks
More than eight (8) years	2,3 hours	YES	120 hours (2years)	Three (3) Weeks
More than fifteen (15) years	3.1 hours	YES	160 hours (2years)	Four (4) Weeks
More than twenty-five (25) years	3.85 hours	YES	200 hours (2years)	Five (5) Weeks

*(1) with state, county or other political subdivision of the State of Ohio. A year is defined as 26 bi-weekly pay periods.

*(2) hours do not accumulate while employee is on an unpaid leave of absence.

*(3) must be with the approval of the appointing authority.

*(4) maximum accumulation as of the last day of any calendar year.

* Accrued and unused vacation days shall be paid in a lump sum after the employee's last day of work when such employee is separated from employment.

APPENDIX G

FITNESS-FOR-DUTY CERTIFICATION (to be submitted prior to reinstatement to work)

Employee's Name:

Position:

Employee's mental or physical incapacity or impairment requiring examination:

Name of treating health care provider:

Medical Practice (field of specialization, if any):

I HAVE REVIEWED THE ATTACHED BOARD APPROVED JOB DESCRIPTION AND CONCLUDE TO A REASONABLE DEGREE OF MEDICAL CERTAINTY THAT _____ IS CAPABLE OF PERFORMING ALL OF THE DUTIES IDENTIFIED IN THE JOB DESCRIPTION WITHOUT ACCOMODATION.

BASED ON MY EXAMINATION, I HEREBY CERTIFY THAT _____ IS MEDICALLY FIT TO RETURN TO DUTY FOR THE ASHLAND COUNTY BOARD OF DEVELOPMENTAL DISABILITIES.

Health Care Provider

Date _____

THIS IS A CONFIDENTIAL RECORD AND SHALL BE MAINTAINED AS SUCH AS REQUIRED BY THE AMERICANS WITH DISABILITIES ACT AND ALL OTHER APPLICABLE LAWS AND REGULATIONS.

APPENDIX H

PAYROLL CALCULATIONS

Below are examples of payroll calculations using calendar year 2014 rates:

9 month instructor: J0 - \$30,940. Divide by 192 days = \$161.15 per day; divide by 7 hours per day = \$23.02 per hour.

This is the same for a 12 month employee except the yearly amount is divided by the days worked. The Board has employees that work 249 days; 244 days and 224 days.

If an employee fills in for another employee in a higher pay class, the employer must figure the difference using the hourly rate as employees do not always work a full day.

Example: Employee A is on the pay schedule at G16 and fills in for a Supervisor who is Class I. Employee A at G16 (7-hour day) makes \$35,175 divided by 249 days which equals \$141.27 per day. Divide this by 7 hours per day which equals \$20.18 per hour. If this employee was working in class I (7-hour day) on Step 16, he/she would be making \$45,689. Dividing this by 249 days equals \$183.49; which divided by 7 hours equals \$26.21. Therefore, Employee A is entitled to be paid \$6.03 per hour for each hour he/she fills in for the Vocational Habilitation Specialist Supervisor.

If an employee fills in for a Manager, the employee is entitled to an additional 15% times the employee's hourly rate.

If an employee works over 40 hours per week, the employee is paid time and one-half at their hourly rate at the time of the overtime in accordance with applicable provisions in this Agreement.

Appendix H is included for illustrative and instructional purposes only. Nothing herein shall be construed as binding on the Board or any of its employees with respect to calculating payroll nor shall the calculation in Appendix H be interpreted to supersede the Board's obligation to calculate payroll pursuant to applicable federal, state and/or local law and regulation.

APPENDIX I

APPENDIX J

The scales in this Appendix apply to those hired on or after January 1, 2014 and to those employees who move into new classifications on or after January 1, 2014.

See Sections 13.2.1, 13.2.4, 13.2.5, 13.3.1 A, and 13.3.1 E.

2014 School Year

	A	B	D	F	I-8hr/day	J	K	L	M	N	O
0	5,995	11,655	15,470	9,219	23,939	30,940	31,869	32,797	34,034	35,273	36,510
1	6,169	11,960	15,775	9,420	24,468	31,525	32,492	33,458	34,939	36,178	37,415
2	6,344	12,265	16,080	9,621	24,997	32,109	33,114	34,119	35,843	37,082	38,319
3	6,518	12,570	16,385	9,821	25,526	32,694	33,737	34,779	36,748	37,987	39,224
4	6,692	12,875	16,690	10,022	26,054	33,279	34,360	35,440	37,653	38,892	40,129
5	6,866	13,180	16,995	10,223	26,583	33,864	34,983	36,101	38,558	39,797	41,034
6	7,041	13,485	17,300	10,424	27,112	34,448	35,605	36,762	39,462	40,701	41,938
7	7,215	13,790	17,605	10,625	27,641	35,033	36,228	37,422	40,367	41,606	42,843
8	7,389	14,095	17,910	10,826	28,170	35,618	36,851	38,083	41,272	42,511	43,748
9	7,564	14,400	18,215	11,026	28,699	36,203	37,474	38,744	42,177	43,416	44,653
10	7,738	14,705	18,520	11,227	29,228	36,787	38,096	39,405	43,081	44,320	45,557
11	7,912	15,010	18,825	11,428	29,756	37,372	38,719	40,065	43,986	45,225	46,462
12	8,086	15,315	19,130	11,629	30,285	37,957	39,342	40,726	44,891	46,130	47,367
13	8,261	15,620	19,435	11,830	30,814	38,542	39,965	41,387	45,796	47,035	48,272
14	8,435	15,925	19,740	12,031	31,343	39,126	40,587	42,048	46,700	47,939	49,176
15	8,609	16,230	20,045	12,231	31,872	39,711	41,210	42,709	47,605	48,844	50,081
16	8,784	16,535	20,350	12,432	32,401	40,296	41,833	43,369	48,510	49,749	50,986
17	8,958	16,840	20,655	12,633	32,930	40,881	42,456	44,030	49,415	50,654	51,891
18	9,132	17,145	20,960	12,834	33,458	41,465	43,078	44,691	50,319	51,558	52,795
19	9,306	17,450	21,265	13,035	33,987	42,050	43,701	45,352	51,224	52,463	53,700
20	9,481	17,755	21,570	13,236	34,516	42,635	44,324	46,012	52,129	53,368	54,605
21	9,655	18,060	21,875	13,436	35,045	43,220	44,947	46,673	53,034	54,273	55,510
22	9,829	18,365	22,180	13,637	35,574	43,804	45,569	47,334	53,938	55,177	56,414
23	10,004	18,670	22,485	13,838	36,103	44,389	46,192	47,995	54,843	56,082	57,319
24	10,178	18,975	22,790	14,039	36,632	44,974	46,815	48,656	55,748	56,987	58,224
25	10,352	19,280	23,095	14,240	37,160	45,559	47,438	49,316	56,653	57,892	59,129
26	10,526	19,585	23,400	14,441	37,689	46,143	48,060	49,977	57,557	58,796	60,033
27	10,701	19,890	23,705	14,641	38,218	46,728	48,683	50,638	58,462	59,701	60,938
28	10,875	20,195	24,010	14,842	38,747	47,313	49,306	51,299	59,367	60,606	61,843
29	11,049	20,500	24,315	15,043	39,276	47,898	49,929	51,959	60,272	61,511	62,748
30	11,224	20,805	24,620	15,244	39,805	48,482	50,551	52,620	61,176	62,415	63,652
31	11,398	21,110	24,925	15,445	40,334	49,067	51,174	53,281	62,081	63,320	64,557
32	11,572	21,415	25,230	15,646	40,862	49,652	51,797	53,942	62,986	64,225	65,462
33	11,746	21,720	25,535	15,846	41,391	50,237	52,420	54,602	63,891	65,130	66,367
34	11,921	22,025	25,840	16,047	41,920	50,821	53,042	55,263	64,795	66,034	67,271
35	12,095	22,330	26,145	16,248	42,449	51,406	53,665	55,924	65,700	66,939	68,176

APPENDIX J
2015
School Year

	A	B	D	F	I-8hr/day	J	K	L	M	N	O
0	6,115	11,888	15,779	9,403	24,418	31,559	32,506	33,453	34,715	35,978	37,240
1	6,293	12,199	16,090	9,608	24,957	32,155	33,141	34,127	35,638	36,901	38,163
2	6,471	12,510	16,401	9,813	25,497	32,752	33,776	34,801	36,561	37,824	39,086
3	6,648	12,821	16,712	10,018	26,036	33,348	34,412	35,475	37,483	38,747	40,009
4	6,826	13,132	17,023	10,222	26,576	33,945	35,047	36,149	38,406	39,669	40,931
5	7,004	13,444	17,335	10,427	27,115	34,541	35,682	36,823	39,329	40,592	41,854
6	7,182	13,755	17,646	10,632	27,655	35,138	36,317	37,497	40,252	41,515	42,777
7	7,359	14,066	17,957	10,837	28,194	35,734	36,952	38,171	41,175	42,438	43,700
8	7,537	14,377	18,268	11,042	28,733	36,330	37,588	38,845	42,098	43,361	44,623
9	7,715	14,688	18,579	11,247	29,273	36,927	38,223	39,519	43,020	44,284	45,546
10	7,893	14,999	18,890	11,452	29,812	37,523	38,858	40,193	43,943	45,207	46,469
11	8,070	15,310	19,201	11,656	30,352	38,120	39,493	40,867	44,866	46,129	47,391
12	8,248	15,621	19,512	11,861	30,891	38,716	40,128	41,541	45,789	47,052	48,314
13	8,426	15,932	19,823	12,066	31,431	39,313	40,764	42,215	46,712	47,975	49,237
14	8,604	16,244	20,135	12,271	31,970	39,909	41,399	42,889	47,635	48,898	50,160
15	8,782	16,555	20,446	12,476	32,509	40,505	42,034	43,563	48,557	49,821	51,083
16	8,959	16,866	20,757	12,681	33,049	41,102	42,669	44,237	49,480	50,744	52,006
17	9,137	17,177	21,068	12,886	33,588	41,698	43,304	44,911	50,403	51,667	52,929
18	9,315	17,488	21,379	13,090	34,128	42,295	43,940	45,584	51,326	52,589	53,851
19	9,493	17,799	21,690	13,295	34,667	42,891	44,575	46,258	52,249	53,512	54,774
20	9,670	18,110	22,001	13,500	35,207	43,488	45,210	46,932	53,172	54,435	55,697
21	9,848	18,421	22,312	13,705	35,746	44,084	45,845	47,606	54,094	55,358	56,620
22	10,026	18,733	22,624	13,910	36,285	44,680	46,480	48,280	55,017	56,281	57,543
23	10,204	19,044	22,935	14,115	36,825	45,277	47,116	48,954	55,940	57,204	58,466
24	10,382	19,355	23,246	14,320	37,364	45,873	47,751	49,628	56,863	58,127	59,389
25	10,559	19,666	23,557	14,524	37,904	46,470	48,386	50,302	57,786	59,049	60,311
26	10,737	19,977	23,868	14,729	38,443	47,066	49,021	50,976	58,709	59,972	61,234
27	10,915	20,288	24,179	14,934	38,983	47,663	49,656	51,650	59,631	60,895	62,157
28	11,093	20,599	24,490	15,139	39,522	48,259	50,292	52,324	60,554	61,818	63,080
29	11,270	20,910	24,801	15,344	40,061	48,855	50,927	52,998	61,477	62,741	64,003
30	11,448	21,221	25,112	15,549	40,601	49,452	51,562	53,672	62,400	63,664	64,926
31	11,626	21,533	25,424	15,754	41,140	50,048	52,197	54,346	63,323	64,587	65,849
32	11,804	21,844	25,735	15,958	41,680	50,645	52,832	55,020	64,246	65,509	66,771
33	11,981	22,155	26,046	16,163	42,219	51,241	53,468	55,694	65,168	66,432	67,694
34	12,159	22,466	26,357	16,368	42,759	51,838	54,103	56,368	66,091	67,355	68,617
35	12,337	22,777	26,668	16,573	43,298	52,434	54,738	57,042	67,014	68,278	69,540

APPENDIX J
2016
School Year

	A	B	D	F	I-8hr/day	J	K	L	M	N	O
0	6,207	12,066	16,016	9,544	24,785	32,032	32,994	33,955	35,236	36,518	37,799
1	6,387	12,385	16,332	9,752	25,332	32,637	33,639	34,639	36,173	37,455	38,736
2	6,568	12,704	16,648	9,960	25,880	33,243	34,283	35,323	37,109	38,391	39,672
3	6,748	13,023	16,963	10,168	26,427	33,848	34,928	36,007	38,046	39,328	40,609
4	6,929	13,342	17,279	10,376	26,975	34,454	35,573	36,691	38,983	40,265	41,546
5	7,109	13,661	17,595	10,584	27,522	35,059	36,218	37,375	39,919	41,201	42,482
6	7,290	13,980	17,911	10,792	28,070	35,664	36,862	38,060	40,856	42,138	43,419
7	7,470	14,299	18,226	11,000	28,617	36,270	37,507	38,744	41,793	43,075	44,356
8	7,650	14,618	18,542	11,208	29,165	36,875	38,152	39,428	42,729	44,011	45,292
9	7,831	14,938	18,858	11,415	29,712	37,481	38,796	40,112	43,666	44,948	46,229
10	8,011	15,257	19,174	11,623	30,260	38,086	39,441	40,796	44,603	45,885	47,166
11	8,192	15,576	19,489	11,831	30,807	38,691	40,086	41,480	45,539	46,822	48,103
12	8,372	15,895	19,805	12,039	31,355	39,297	40,731	42,164	46,476	47,758	49,039
13	8,553	16,214	20,121	12,247	31,902	39,902	41,375	42,848	47,413	48,695	49,976
14	8,733	16,533	20,437	12,455	32,450	40,508	42,020	43,532	48,349	49,632	50,913
15	8,913	16,852	20,753	12,663	32,997	41,113	42,665	44,216	49,286	50,568	51,849
16	9,094	17,171	21,068	12,871	33,545	41,718	43,309	44,900	50,223	51,505	52,786
17	9,274	17,490	21,384	13,079	34,092	42,324	43,954	45,584	51,159	52,442	53,723
18	9,455	17,809	21,700	13,287	34,640	42,929	44,599	46,269	52,096	53,378	54,659
19	9,635	18,128	22,016	13,495	35,187	43,535	45,244	46,953	53,032	54,315	55,596
20	9,816	18,447	22,331	13,703	35,735	44,140	45,888	47,637	53,969	55,252	56,533
21	9,996	18,766	22,647	13,911	36,282	44,745	46,533	48,321	54,906	56,188	57,469
22	10,176	19,085	22,963	14,119	36,830	45,351	47,178	49,005	55,842	57,125	58,406
23	10,357	19,404	23,279	14,327	37,377	45,956	47,822	49,689	56,779	58,062	59,343
24	10,537	19,723	23,595	14,535	37,925	46,562	48,467	50,373	57,716	58,998	60,279
25	10,718	20,042	23,910	14,743	38,472	47,167	49,112	51,057	58,652	59,935	61,216
26	10,898	20,361	24,226	14,951	39,020	47,772	49,757	51,741	59,589	60,872	62,153
27	11,079	20,681	24,542	15,158	39,567	48,378	50,401	52,425	60,526	61,809	63,090
28	11,259	21,000	24,858	15,366	40,115	48,983	51,046	53,109	61,462	62,745	64,026
29	11,439	21,319	25,173	15,574	40,662	49,589	51,691	53,793	62,399	63,682	64,963
30	11,620	21,638	25,489	15,782	41,210	50,194	52,335	54,478	63,336	64,619	65,900
31	11,800	21,957	25,805	15,990	41,757	50,799	52,980	55,162	64,272	65,555	66,836
32	11,981	22,276	26,121	16,198	42,305	51,405	53,625	55,846	65,209	66,492	67,773
33	12,161	22,595	26,436	16,406	42,852	52,010	54,270	56,530	66,146	67,429	68,710
34	12,342	22,914	26,752	16,614	43,400	52,616	54,914	57,214	67,082	68,365	69,646
35	12,522	23,233	27,068	16,822	43,947	53,221	55,559	57,898	68,019	69,302	70,583

APPENDIX J
2014
Calendar Year

	A	C	D	Dd	F	G-7hr/day	G-8hr/day	Gg	I
0	7,830	17,666	19,782	20,204	12,041	21,255	24,177	24,288	27,355
1	8,058	18,064	20,172	20,602	12,303	21,714	24,705	24,813	27,959
2	8,285	18,463	20,562	21,001	12,565	22,173	25,232	25,337	28,564
3	8,513	18,861	20,952	21,399	12,828	22,632	25,760	25,862	29,168
4	8,740	19,259	21,342	21,797	13,090	23,091	26,288	26,387	29,773
5	8,968	19,658	21,732	22,196	13,352	23,550	26,816	26,912	30,377
6	9,196	20,056	22,122	22,594	13,614	24,008	27,343	27,436	30,981
7	9,423	20,454	22,512	22,992	13,877	24,467	27,871	27,961	31,586
8	9,651	20,853	22,902	23,391	14,139	24,926	28,399	28,486	32,190
9	9,878	21,251	23,292	23,789	14,401	25,385	28,927	29,011	32,795
10	10,106	21,649	23,682	24,187	14,663	25,844	29,454	29,535	33,399
11	10,334	22,047	24,072	24,585	14,926	26,303	29,982	30,060	34,003
12	10,561	22,446	24,462	24,984	15,188	26,762	30,510	30,585	34,608
13	10,789	22,844	24,852	25,382	15,450	27,221	31,038	31,110	35,212
14	11,016	23,242	25,242	25,780	15,712	27,680	31,565	31,634	35,817
15	11,244	23,641	25,632	26,179	15,974	28,139	32,093	32,159	36,421
16	11,472	24,039	26,022	26,577	16,237	28,598	32,621	32,684	37,025
17	11,699	24,437	26,412	26,975	16,499	29,057	33,149	33,209	37,630
18	11,927	24,836	26,801	27,374	16,761	29,515	33,676	33,733	38,234
19	12,154	25,234	27,191	27,772	17,023	29,974	34,204	34,258	38,839
20	12,382	25,632	27,581	28,170	17,286	30,433	34,732	34,783	39,443
21	12,610	26,031	27,971	28,569	17,548	30,892	35,260	35,308	40,047
22	12,837	26,429	28,361	28,967	17,810	31,351	35,787	35,832	40,652
23	13,065	26,827	28,751	29,365	18,072	31,810	36,315	36,357	41,256
24	13,292	27,226	29,141	29,764	18,334	32,269	36,843	36,882	41,861
25	13,520	27,624	29,531	30,162	18,597	32,728	37,371	37,407	42,465
26	13,748	28,022	29,921	30,560	18,859	33,187	37,898	37,931	43,069
27	13,975	28,420	30,311	30,958	19,121	33,646	38,426	38,456	43,674
28	14,203	28,819	30,701	31,357	19,383	34,105	38,954	38,981	44,278
29	14,430	29,217	31,091	31,755	19,646	34,564	39,482	39,506	44,883
30	14,658	29,615	31,481	32,153	19,908	35,022	40,009	40,030	45,487
31	14,886	30,014	31,871	32,552	20,170	35,481	40,537	40,555	46,091
32	15,113	30,412	32,261	32,950	20,432	35,940	41,065	41,080	46,696
33	15,341	30,810	32,651	33,348	20,695	36,399	41,593	41,605	47,300
34	15,568	31,209	33,041	33,747	20,957	36,858	42,120	42,129	47,905
35	15,796	31,607	33,431	34,145	21,219	37,317	42,648	42,654	48,509

APPENDIX J
2015
Calendar Year

	A	C	D	Dd	F	G-7hr/day	G-8hr/day	Gg	I
0	7,987	18,019	20,178	20,608	12,282	21,680	24,177	24,774	27,902
1	8,219	18,425	20,576	21,014	12,549	22,148	24,729	25,309	28,518
2	8,451	18,832	20,974	21,421	12,817	22,616	25,281	25,844	29,135
3	8,683	19,238	21,371	21,827	13,084	23,084	25,833	26,380	29,751
4	8,916	19,644	21,769	22,233	13,352	23,552	26,385	26,915	30,368
5	9,148	20,050	22,167	22,639	13,619	24,020	26,938	27,450	30,984
6	9,380	20,457	22,565	23,046	13,887	24,489	27,490	27,985	31,601
7	9,612	20,863	22,962	23,452	14,154	24,957	28,042	28,521	32,217
8	9,844	21,269	23,360	23,858	14,422	25,425	28,594	29,056	32,834
9	10,076	21,676	23,758	24,265	14,689	25,893	29,146	29,591	33,450
10	10,308	22,082	24,156	24,671	14,957	26,361	29,698	30,126	34,067
11	10,541	22,488	24,553	25,077	15,224	26,829	30,250	30,662	34,683
12	10,773	22,894	24,951	25,483	15,491	27,297	30,802	31,197	35,300
13	11,005	23,301	25,349	25,890	15,759	27,765	31,354	31,732	35,916
14	11,237	23,707	25,747	26,296	16,026	28,233	31,907	32,267	36,533
15	11,469	24,113	26,145	26,702	16,294	28,701	32,459	32,802	37,149
16	11,701	24,520	26,542	27,109	16,561	29,169	33,011	33,338	37,766
17	11,933	24,926	26,940	27,515	16,829	29,637	33,563	33,873	38,382
18	12,166	25,332	27,338	27,921	17,096	30,106	34,115	34,408	38,999
19	12,398	25,738	27,736	28,327	17,364	30,574	34,667	34,943	39,615
20	12,630	26,145	28,133	28,734	17,631	31,042	35,219	35,479	40,232
21	12,862	26,551	28,531	29,140	17,899	31,510	35,771	36,014	40,848
22	13,094	26,957	28,929	29,546	18,166	31,978	36,324	36,549	41,465
23	13,326	27,364	29,327	29,953	18,434	32,446	36,876	37,084	42,081
24	13,558	27,770	29,725	30,359	18,701	32,914	37,428	37,619	42,698
25	13,791	28,176	30,122	30,765	18,968	33,382	37,980	38,155	43,314
26	14,023	28,582	30,520	31,171	19,236	33,850	38,532	38,690	43,931
27	14,255	28,989	30,918	31,578	19,503	34,318	39,084	39,225	44,547
28	14,487	29,395	31,316	31,984	19,771	34,786	39,636	39,760	45,164
29	14,719	29,801	31,713	32,390	20,038	35,254	40,188	40,296	45,780
30	14,951	30,208	32,111	32,797	20,306	35,723	40,740	40,831	46,397
31	15,183	30,614	32,509	33,203	20,573	36,191	41,293	41,366	47,013
32	15,416	31,020	32,907	33,609	20,841	36,659	41,845	41,901	47,630
33	15,648	31,426	33,304	34,015	21,108	37,127	42,397	42,437	48,246
34	15,880	31,833	33,702	34,422	21,376	37,595	42,949	42,972	48,863
35	16,112	32,239	34,100	34,828	21,643	38,063	43,501	43,507	49,479

APPENDIX J
2016
Calendar Year

	A	C	D	Dd	F	G-7hr/day	G-8hr/day	Gg	I
0	8,107	18,289	20,481	20,917	12,466	22,005	25,031	25,146	28,321
1	8,343	18,701	20,885	21,329	12,737	22,480	25,577	25,689	28,947
2	8,578	19,114	21,289	21,742	13,009	22,955	26,124	26,233	29,572
3	8,814	19,526	21,692	22,154	13,280	23,430	26,670	26,776	30,198
4	9,050	19,939	22,096	22,566	13,552	23,905	27,216	27,319	30,824
5	9,285	20,351	22,500	22,979	13,823	24,381	27,763	27,862	31,450
6	9,521	20,763	22,903	23,391	14,095	24,856	28,309	28,406	32,075
7	9,756	21,176	23,306	23,804	14,366	25,331	28,856	28,949	32,701
8	9,992	21,588	23,710	24,216	14,638	25,806	29,402	29,492	33,327
9	10,228	22,001	24,114	24,628	14,909	26,281	29,948	30,035	33,952
10	10,463	22,413	24,518	25,041	15,181	26,756	30,495	30,579	34,578
11	10,699	22,825	24,921	25,453	15,452	27,231	31,041	31,122	35,204
12	10,935	23,238	25,325	25,865	15,724	27,706	31,587	31,665	35,830
13	11,170	23,650	25,729	26,278	15,995	28,181	32,134	32,208	36,455
14	11,406	24,063	26,133	26,690	16,267	28,657	32,680	32,752	37,081
15	11,641	24,475	26,537	27,103	16,538	29,132	33,227	33,295	37,707
16	11,877	24,887	26,940	27,515	16,810	29,607	33,773	33,838	38,332
17	12,113	25,300	27,344	27,927	17,081	30,082	34,319	34,381	38,958
18	12,348	25,712	27,748	28,340	17,353	30,557	34,866	34,925	39,584
19	12,584	26,125	28,152	28,752	17,624	31,032	35,412	35,468	40,210
20	12,820	26,537	28,555	29,164	17,896	31,507	35,958	36,011	40,835
21	13,055	26,949	28,959	29,577	18,167	31,982	36,505	36,554	41,461
22	13,291	27,362	29,363	29,989	18,439	32,458	37,051	37,098	42,087
23	13,526	27,774	29,767	30,402	18,710	32,933	37,598	37,641	42,712
24	13,762	28,187	30,171	30,814	18,982	33,408	38,144	38,184	43,338
25	13,998	28,599	30,574	31,226	19,253	33,883	38,690	38,727	43,964
26	14,233	29,011	30,978	31,639	19,525	34,358	39,237	39,271	44,590
27	14,469	29,424	31,382	32,051	19,796	34,833	39,783	39,814	45,215
28	14,705	29,836	31,786	32,463	20,068	35,308	40,329	40,357	45,841
29	14,940	30,249	32,189	32,876	20,339	35,783	40,876	40,900	46,467
30	15,176	30,661	32,593	33,288	20,611	36,258	41,422	41,444	47,092
31	15,411	31,073	32,997	33,701	20,882	36,734	41,969	41,987	47,718
32	15,647	31,486	33,401	34,113	21,154	37,209	42,515	42,530	48,344
33	15,883	31,898	33,804	34,525	21,425	37,684	43,061	43,073	48,970
34	16,118	32,311	34,208	34,938	21,697	38,159	43,608	43,617	49,595
35	16,354	32,723	34,612	35,350	21,968	38,634	44,154	44,160	50,221

Index

- "Calendar Year" transportation department employees, 35, 41
- "Calendar Year" Transportation Employees, 35, 41
- "School Year" employees, 35, 41
- "School Year" Employees, 35, 41
- 125 Plan, 79
- ABSENCES**, 20
- abuse, 21
- Access to Board Agenda, 11
- Access to Materials, 53
- Account Clerk, 37, 38, 82, 91, 99
- Adaptive Physical Education, 35, 66
- administration, 13, 38, 47, 49, 55, 59, 60
- Administrative Assistant, 37, 38, 82, 92, 99
- Adult Services Program, 25, 27
- Agreement, 13, 15, 16, 21, 22, 25, 30, 42, 43, 59, 60, 63, 64, 79, 81, 84, 85, 86
- Appropriate supervisor, 16
- arbitrability, 19
- arbitration, 17, 18, 19, 20, 85
- Arbitration, 18, 19, 102
- Armed Forces, 28
- Assault Leave., 29
- Association President, 11, 23, 57, 59, 60, 63, 65, 66, 80, 82, 85, 101, 102
- ASSOCIATION RIGHTS**, 9
- Authority of the Arbitrator, 19
- Bank, 22, 23, 24, 26
- Bargain Collectively, 64
- Bargaining Procedure, 14
- Bargaining Team Composition, 14
- Bargaining Unit Defined, 9
- Bargaining Unit Names and Information, 11
- Bargaining Unit Work, 64
- Benefits, 81
- bidding, 41
- Board Policies, 11
- break, 21, 42, 44, 61, 65
- Break, 44
- Bulletin Boards, 9
- Bus Aide, 41, 87, 99
- bus aides, 11, 25, 40, 42, 43, 46
- Bus Assistant, 82
- BWC Hearings, 27
- calamity days, 27, 43
- Calendars, 47
- Caucus, 15
- Change in Law, 84
- Class action, 16
- CLASSIFICATION, CERTIFICATION, LICENSURE, AND REGISTRATION**, 56
- client-staff ratio, 55
- Committee, 23, 24, 47, 48, 49, 54, 57, 83
- Communication With State, 56
- Community Education Specialist, 37
- Community Employment Specialist, 25, 37, 39, 82, 93, 99
- COMPENSATION**, 66
- Complaint Procedure, 53
- complaints, 53
- Consultants, 14
- contagious disease, 21
- Continuation of Pay Option, 51
- continuous service, 65, 69, 81
- Contribution, 78
- Copies of Contract, 85
- Costs of, 19
- County Records Commission, 51
- Court Leave, 27
- Coverage, 76, 77
- Custodial Assistant, 37, 38
- Custodial Worker, 40, 43
- Custodial/Maintenance, 37, 38
- Custodian Assistant**, 91, 99
- Dates and Times of Meetings, 14
- Days, 16, 33, 40, 43
- death, 21, 46, 58
- Deductibles, 76
- DEFINITIONS**, 64
- dental, 21, 77, 78, 79
- Dental, 77
- Department of Administrative Services, 57
- Department of Mental Retardation and Developmental Disabilities, 56, 57
- designee, 11, 12, 18, 31, 34, 44, 51, 56, 61, 62, 83
- Director, 36, 65
- Director of Education, 37, 38, 86
- Disability, 23, 31, 32
- discharge, 21, 28, 29, 84
- disciplinary action, 13, 21, 49, 54
- discipline, 21, 53, 54, 84
- Discipline, 53
- Disputes Regarding Cited Subjects, 85
- Drug-Free Workplace, 54
- Dues Deduction, 10, 13
- Early Intervention Specialist, 38, 66
- Educational reasons, 31
- Effect of Contract, 85
- Employee Expenses, 80
- Employee Requirements, 56
- Employee's Receipt, 85
- Employment Related Injuries, 49
- Enrollment, 78
- Errors in Processing, 10
- Evaluation, 63
- EVALUATION**, 62, 106
- Evaluator, 63
- examination, 21, 27, 32, 65
- Executive Sessions, 14
- Experience credit, 68
- Extended Workday/Year, 76
- Fair Labor Standards Act, 36, 39, 45, 46
- Fair Share Fee, 13
- Family and Medical Leave Act of 1993, 34
- family member's, 21
- File Clerk, 37, 38, 39, 82, 88, 99
- FITNESS-FOR-DUTY CERTIFICATION, 109
- flextime, 38
- FMLA, 34
- Food Service Assistant, 37, 38, 42, 76, 82, 87, 99

food services, 25
 forms, 17, 55, 74, 78
 FSLA, 43
 Full-time, 25, 64
 grievance, 12, 16, 17, 18, 19, 20, 54, 85
 Grievance, 16, 17, 101
 Grievance Procedure, 17
GRIEVANCE PROCEDURE, 16
 Grievant, 16, 101
 Habilitation Assistants, 44
Habilitation Office Assistant, 92
 Habilitation Office Spec., 82
 Habilitation Office Specialist, 37, 38, 83, 99
HEALTHCARE BENEFIT COMMITTEE, 83
 Hold Harmless, 10
 holiday, 16, 36, 39, 40, 43, 45, 50
 holidays, 25, 27, 35, 40, 42, 43, 69
 Holidays, 36, 38, 40, 43, 69
HOURS OF WORK, 35
HR / Fiscal Specialist, 89
 HR/Fiscal Specialist, 37, 38, 39, 82, 99
 IEP, 36, 80
 illnesses, 50
 immediate family, 21, 22
 Informal Step, 17
 injured, 50, 53
 injuries, 50
 injury, 21, 24, 29, 30, 49, 50, 51, 53, 55, 82
 in-service, 29, 35, 38, 41, 48
 instructor, 25, 44, 110
 Instructor, 35, 37, 44, 66, 70, 82, 88, 94, 95, 96, 97, 98, 99
 Instructor Assistant, 82
 instructor assistants, 25
 Instructor Assistants, 35, 37, 44, 70, 99
 instructors, 25, 36, 44
 Instructors, 35, 37, 38, 55, 82
 Insufficient Wages for Deduction, 10
 Insurance, 76, 78, 80
 Interest Based Bargaining, 16
 Internal Revenue Code, 13
 Intervention Specialist, 35, 36, 37, 38, 66, 94, 99
 Intervention Specialists, 35, 36
 job description, 42, 47, 58, 60, 81, 83
 job descriptions, 47
 Job Trainer, 25, 37, 38, 39, 82, 83, 90, 99
 Jury Duty, 27
 Labor Arbitration Rules of the American Arbitration Association, 18
 layoff, 10, 61, 80, 81, 82
 Layoff, 80, 81
LEAVES, 20
 licensing, 56, 57, 60, 61
 life insurance, 80
 Location of Meetings, 14
 Lodging, 34
 Lunch Facilities, 54
 Maintenance Assistant, 82
 Maintenance/ Custodian, 82
 Maintenance/Custodian, 92, 99
MANAGEMENT RIGHTS, 84
 Manager, 86, 110
 Meals, 34
 Mechanic Assistant, 37, 38, 82, 92, 99
 Mediation, 16
 medical, 21, 24, 30, 31, 32, 50, 51, 53, 76, 78, 79
Medical Mutual of Ohio SuperMed Plus "Option VI", 76
 Meeting Notes, 15
 Mileage, 34, 76
 Military Leave, 28
 military service, 28, 29
 Miscellaneous expenses, 34
 News Media, 15
 Non-Discrimination/Uniform Application, 49
 non-probationary, 63
 Non-Probationary, 63
 notification, 15, 18, 19, 57, 63, 80, 85
 Notification, 10, 81
 Nurse, 25, 37, 38, 82, 92, 93, 99
 Nurse (LPN), 37, 38, 92, 99
 Nurse (RN), 37, 38, 93, 99
 O.R.C. Section 1347.01, 51
 O.R.C. Section 149.351, 51
 Office Machines, 12
 Ohio Revised Code, 9, 13, 14, 15, 46, 47, 55, 84, 85, 103, 104
 optical, 21
 ORC 4117, 47
 Order of Proposals and Counter Proposals, 15
 Orientation, 63
Out of Pocket Maximums, 76
 Parental leave, 31
 Participation at Board Meetings and Staff Meetings, 11
 Part-time, 25, 26, 42, 64, 66, 69
 Pay Periods, 74
Payment, 46
 payroll, 10, 13, 62, 67, 69, 78
 payroll deduction, 10, 13, 78
 payroll deduction form, 10
 performance evaluation, 64
 PERS, 13, 32, 76
 Personal Court Appearance, 28
 personal illness, 21
 personal leave days, 24, 25, 26
 personnel file, 51, 52, 53, 64
 Personnel Files, 51
 Physical Examination, 55
 physician's certificate, 21
 Pre-employment related work experience, 67
 pregnancy, 21
 Premium, 76
Prescription Drug, 77
 Probationary Employees, 63
 probationary period, 13, 58, 63
 Probationary Period, 66
 Probationary Periods, 64
 Procedure, 32, 56, 58
 Procedures, 63, 80
 Production Assistant, 37, 38, 40, 82, 92, 99
 Professional Development, 57
 Professional Employee and Registered Service Employee, 64
 Proposals, 15

public address system, 11, 12
 Purpose, 16, 62
 ratios, 55, 83
 Reasons for Layoff, 80
 Recall, 81, 82
RECOGNITION, 9
REDUCTION IN FORCE, 80, 82
 Registration fee, 34
 Reimbursement, 28, 34, 55, 80
 Reinstatement, 29, 32
 release time, 12, 36, 57, 83
 Removal, 82
 Report of Child Abuse, 55
 representation, 12, 13, 16, 53, 64, 104
 Representation, 9, 13
 Representation Rights, 9
 reprisals, 20, 52
 Requests for Data, 14
 Required Fees, 56
 resignation, 54, 58
 Resignations, 54
Retirement, 13, 23, 32, 76
 Return to Duty from Leave, 33
 Safety, 52
 Salary Provisions, 66
 Salary Schedule Guide, 70
 Salary Schedule Placement, 67, 68
SCHEDULING, 35
 secretaries, 25, 104
 Secretary, 37, 38, 82, 89, 99
 Selection of the Arbitrator, 18
 seniority, 22, 41, 45, 58, 59, 60, 62, 65, 66, 73, 81, 83
 Seniority, 58, 65, 66, 81
 Separation Procedure, 32
 Service and Support Administrators, 9
 Service Credit, 13
 Service Employees, 68
 Severability, 85
 Severance Pay, 74
 shut down periods, 16
 shutdown period, 36, 40
 Shutdown Periods, 43
 sick leave, 20, 21, 22, 23, 24, 26, 29, 30, 33, 34, 36, 50, 51, 74, 81
 Sick Leave, 20, 22, 23, 29
 Speech Language Pathologists, 35
 Staff Accident Reports, 53
 State Employment Relations Board, 9, 13, 85
 State Personnel Board of Review, 85
 State Standards, 57
 Status Change, 56
 Step 1 Informal, 54
 Step 2 Written reprimand, 54
 Step 3 Suspension, 54
 Step 4 Suspension, 54
 Step 5 Termination, 54
 Step One, 17, 18
 Step Three, 18
 Step Two, 18
 STRS, 13, 32, 76
Student/Client-Staff Ratio, 55
 Subjects of Bargaining, 14
 Subpoena, 27
 Substitute Employee, 58
 Superintendent, 16, 18, 21, 22, 23, 26, 28, 30, 31, 32, 33, 34, 38, 41, 43, 45, 47, 48, 49, 50, 51, 52, 53, 54, 56, 57, 64, 66, 80, 82, 83, 86, 102
 Superintendent/designee, 34, 48, 63
 supervisor., 12, 40, 44, 63
 Supportive Home Services, 90, 99
 Tardiness, 45
 Temporary Employee, 58
 Tentative Agreement Procedure, 15
 Term of Contract, 85
 termination, 10, 58, 63
 Termination of Deductions, 10
 Testing Policy, 54
 Threats, 49
 Time for Representational Activities, 11
 Time Limits, 17
 Training credit, 67
 transfer, 10, 26, 58, 74, 84
 Transitional Assignment, 50
 Transportation, 41, 47, 55, 73
 Transportation Director, 41
 Truck Driver, 40, 42, 43, 88, 99
 tuition, 58, 80
 unexcused absence, 33
 Unpaid Leaves of Absence, 30
 Use of Building, 11, 12
 Use of Building Mail, 11
 Use of Public Address System, 11
 Utilization, 21
 vacancy, 28, 42, 57, 58, 59, 60, 61, 62, 81
 vacation, 21, 24, 25, 26, 27, 28, 29, 30, 33, 34, 36, 67, 69, 81, 106, 107, 108
 vehicle operator, 41, 72, 73
 vehicle operators, 11, 20, 25, 41, 42, 46, 73
 veteran, 28, 29
Vision, 77
 Vocational Habilitation Assistant, 25, 37, 38, 45, 82, 90, 99
 Vocational Habilitation Assistants, 45, 62
 Vocational Habilitation Specialist, 25, 37, 38, 45, 55, 62, 82, 93, 99, 110
 Voluntary Classification Reduction, 31
 wage scales, 66
 Withdrawal of Recognition, 9
 witnesses, 19, 20, 27
 work calendar, 38
 Work Schedules, iv, 35
 work week, 39, 46
 workday, 11, 12, 30, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, 69, 83
 Workers' Compensation benefits, 50
 Workers Compensation Optional Provision, 50
WORKING CONDITIONS, 54
 Workshop, 37, 47
 workshops, 12, 33